PROJECT MANUAL

DEERFIELD GOLF CLUB ROOF REPALCEMENT
at
WHITE CLAY CREEK STATE PARK
507 Thompson Bridge Road
Newark, DE 19711

for

Department of Natural Resources and Environmental Control

Division of Parks and Recreation
89 Kings Highway
Dover, DE 19901

DNREC Project: WCCSP-12
DNREC Contract No.: 2017-WCCP-100

Roofing Consultant
Weatherproofing Technologies, Inc. (WTI)
24 Cherry Circle
Glen Mills, PA 19342

Issued for Bid
April 5, 2017

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Specifications for this project are arranged in accordance with the Construction Specification Institute numbering system and format. Section numbering is discontinuous and all numbers not appearing in the Table of Contents are not used for this Project.

DOCUMENTS BOUND HEREWITH

DIVISION 13 - SPECIAL CONSTRUCTION
NOT USED

DIVISION 14 - CONVEYING SYSTEMS
NOT USED

DIVISION 22 -PLUMBING

DIVISION 26 – ELECTRICAL

END OF TABLE OF CONTENTS

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00 01 13 – INFORMATION AVAILABLE TO BIDDERS

PART 1- GENERAL

1.1 EXISTING ROOF SYSTEM – Deerfield Club House

A. The description of the existing roof system and type of existing roof materials contained in roof cores taken are described hereinafter. The existing roof system may vary between the roof cores. The contractor is responsible for the removal and disposal of the existing roof system(s) down to the structural roof deck. The contractor may perform exploratory investigation at the Owner's convenience to determine the construction of the existing roof system on each roof area scheduled for roof replacement work.

1. Roof Core RC-1, RC-2, RC-3, RC-6

Exposed Roof Surface
a. Fully adhered EPDM roof membrane
b. 3 inch thick polyisocyanurate insulation boards mechanically fastened to the roof deck
c. Steel roof deck

2. Roof Core RC-4, RC-5

Exposed Roof Surface
d. Fully adhered EPDM roof membrane
e. Tapered polyisocyanurate insulation boards mechanically fastened to the roof deck
f. Steel roof deck

B. The locations of the roof cores are shown on the Roof Plan.

END OF SECTION

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SECTION 00 01 15 - LIST OF DRAWINGS

Sheet No.	Title
G-1	Cover Sheet
G-2	General Notes, Abbreviations & Symbols
A-1	Roof Plan – Clubhouse
A-2	Roof Plan - Cart Barn
A-3	Roof Details - Asphalt Shingles
A-4	Roof Details - Asphalt Shingles
A-5	Roof Details - EPDM Roof Restoration
A-6	Roof Plan - Wet Roofing Materials

END OF SECTION 00 01 15

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SECTION 00 11 16 – INVITATION TO BID

The Department of Natural Resources and Environmental Control, Division of Parks and Recreation, Office of Design and Development will receive sealed bids in the Auditorium, DNREC Building, 89 Kings Highway, Dover Delaware 19901, until 2:00 local time on Thursday, June 8, 2017, at which time they will be publicly opened and read aloud in the Auditorium. Bidder bears the risk of late delivery. Any bid received after the stated time will be returned unopened.

Project involves removal of concrete roofing tiles, building paper, balustrades, flashings, roof drains, and gutters. Installation includes new asphalt shingles, snow and ice barrier, ventilated roof deck, flashings, roof drains, and gutters at mansard roofs. Flat roofs are to receive new fabric membranes and coating system with new flashings.

A **MANDATORY** Pre-Bid Meeting will be held on Wednesday, May 24, 2017, at 10:00 AM at Deerfield Golf Club, 540 Thompson Bridge Road, Newark DE 19711, for the purpose of establishing the listing of subcontractors and to answer questions. Representatives of each party to any Joint Venture must attend this meeting. **ATTENDANCE OF THIS MEETING IS A PREREQUISITE FOR BIDDING ON THIS CONTRACT.**

Sealed bids shall be addressed to the following address. The outer envelope should clearly indicate **"DNREC CONTRACT NO. 2017-WCCP-100 SEALED BID – DO NOT OPEN".**

Dept. of Natural Resources & Environmental Control
Division of Parks and Recreation
Office of Design and Development
89 Kings Highway, Dover DE 19901
Attn: Cindy A. Todd, RLA. Phone Number: 302-739-9210

Electronic contract documents may be obtained at the office of the Division of Parks and Recreation upon receipt of $25.00 for each disc. This payment is non-refundable and the documents need not be returned. Checks are to be made payable to Division of Parks and Recreation.

Bidding documents will be available for review at the following locations: Division of Parks and Recreation.

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.

Shawn M. Garvin, Secretary

END OF SECTION 00 01 15

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SECTION 00 21 13 - INSTRUCTIONS TO BIDDERS

TABLE OF ARTICLES

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 ifications.

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 bastructions 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 affect for period of one year after the date of substantial completion.

5.4.6 If the successful Bidder fails to execute the required Contract,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 for such public works contract. However, if a subcontractor or independent contractor is hired or contracted more than 20 days after the Bidder entered the public works contract the Delaware Business license of such subcontractor or independent contractor shall be provided to the agency within 10 days of being contracted or hired.

5.4.8 The Bid Security shall be returned to the successful Bidder upon the execution of the formal contract. The Bid Securities of unsuccessful bidders shall be returned within thirty (30) calendar days after the opening of the Bids.

ARTICLE 6: POST-BID INFORMATION

6.1 CONTRACTOR'S QUALIFICATION STATEMENT

6.1.1 Bidders to whom award of a Contract is under consideration shall, if requested by the Agency, submit a properly executed AIA Document A305, Contractor's Qualification Statement, unless such a statement has been previously required and submitted.

6.2 BUSINESS DESIGNATION FORM

6.2.1 Successful bidder shall be required to accurately complete an Office of Management and Budget Business Designation Form for Subcontractors.

ARTICLE 7: PERFORMANCE BOND AND PAYMENT BOND

7.1 BOND REQUIREMENTS

7.1.1 The cost of furnishing the required Bonds, that are stipulated in the Bidding Documents, shall be included in the Bid.

7.1.2 If the Bidder is required by the Agency to secure a bond from other than the Bidder's usual sources, changes in cost will be adjusted as provide in the Contract Documents.

7.1.3 The Performance and Payment Bond forms used shall be the standard OMB forms (attached).

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

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DEERFIELD GOLF CLUB ROOF REPLACEMENT
WHITE CLAY CREEK STATE PARK
507 THOMPSON BRIDGE ROAD, NEWARK, DE 19711
DIVISION OF PARKS AND RECREATION CONTRACT No. 2017-WCCP-100

BID FORM

For Bids Due: June 8, 2017 at 2:00 PM

Dept. of Natural Resources and Environmental Control
Division of Parks and Recreation
Office of Design and Development
89 Kings Highway, 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 Number: ( ) _____ _____ **Fax Number: ( ) _____ _____**

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:

$ _____

($)

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DEERFIELD GOLF CLUB ROOF REPLACEMENT
WHITE CLAY CREEK STATE PARK
507 THOMPSON BRIDGE ROAD, NEWARK, DE 19711
DIVISION OF PARKS AND RECREATION CONTRACT No. 2017-WCCP-100

BID FORM

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: Cart Barn Building Roof Replacement

Add/Deduct: _____

($)

No. of Days to Complete Alternate 1: _____

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DEERFIELD GOLF CLUB ROOF REPLACEMENT
WHITE CLAY CREEK STATE PARK
507 THOMPSON BRIDGE ROAD, NEWARK, DE 19711
DIVISION OF PARKS AND RECREATION CONTRACT No. 2017-WCCP-100

BID FORM

UNIT PRICES

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

		DEDUCT	ADD
UNIT PRICE No. 1:	Installation of Protection Walkway as Required by Specifications.	$ _____	$ _____
UNIT PRICE No. 2	Installation of Roof Drain Assembly as Required by Specifications	$ _____	$ _____
UNIT PRICE No. 3	Installation of Roof Drain Piping as Required by Specifications	$ _____	$ _____
UNIT PRICE No. 4	Replacement of Existing Deteriorated Wood Blocking – 2x4.	$ _____	$ _____
UNIT PRICE No. 5	Replacement of Existing Deteriorated Wood Blocking – 2x6.	$ _____	$ _____
UNIT PRICE No. 6	Replacement of Existing Deteriorated Wood Blocking – 2x8.	$ _____	$ _____
UNIT PRICE No. 7	Replacement of Existing Deteriorated Wood Blocking – 2x10.	$ _____	$ _____
UNIT PRICE No. 8	Replacement of Existing Deteriorated Wood Blocking – 2x12.	$ _____	$ _____
UNIT PRICE No. 9	Replacement of Existing Deteriorated Wood Blocking – 4x4	$ _____	$ _____
UNIT PRICE No. 10	Replacement of Wet Roofing Materials as required by the Specifications.	$ _____	$ _____
UNIT PRICE No. 11	Replacement of Plywood Roof Decking - 1 - 480 SF	$ _____	$ _____

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UNIT PRICE No. 12	Replacement of Plywood Roof Decking - Per SF based on 481 SF - 1,920 SF	$ _____	$ _____
UNIT PRICE No. 13	Replacement of Plywood Roof Decking - Per SF based on more than 1,920 SF	$ _____	$ _____

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DEERFIELD GOLF CLUB ROOF REPLACEMENT
WHITE CLAY CREEK STATE PARK
507 THOMPSON BRIDGE ROAD, NEWARK, DE 19711
DIVISION OF PARKS AND RECREATION CONTRACT No. 2017-WCCP-100

BID FORM

ALLOWANCES

The following allowances are included in the Base Bid. Allowances conform to applicable project specification section. Refer to the specifications for a complete description of the following Allowances:

ALLOWANCE No. 1 - Lump-Sum Allowance: Remove and discard twelve (12) defective 4'x8' – 5/8" thick plywood sheets and replace with new 4'x8' – 5/8" thick plywood sheets as required by Section 061516 in the specifications.

This allowance includes material cost, receiving, handling, installation and Contractor overhead and profit.

($)

ALLOWANCE No. 2 - Lump Sum Allowance: Include, in the Bid, the construction of two dormers that will provide access to the attic and the exterior mechanical pit within the mansard roof area.

This allowance includes material cost, receiving, handling, installation and Contractor overhead and profit.

Eighty-five Thousand Dollars and Zero Cents
($85,000.00)

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DEERFIELD GOLF CLUB ROOF REPLACEMENT
WHITE CLAY CREEK STATE PARK
507 THOMPSON BRIDGE ROAD, NEWARK, DE 19711
DIVISION OF PARKS AND RECREATION CONTRACT No. 2017-WCCP-100

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, and the undersigned shall abide by the Bid Security forfeiture provisions. Bid Security is attached to this Bid.

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

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

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

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

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

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

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

_____
(State of Corporation)

Business Address: _____
_____
_____

Witness: _____ By: _____
(Authorized Signature)

(Seal)

_____
(Title)

Date: _____

ATACHMENTS
Sub-Contractor List
Non-Collusion Statement
Affidavit(s) of Employee Drug Testing Program
Bid Security
(Others as Required by Project Manual)

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DEERFIELD GOLF CLUB ROOF REPLACEMENT
WHITE CLAY CREEK STATE PARK
507 THOMPSON BRIDGE ROAD, NEWARK, DE 19711
DIVISION OF PARKS AND RECREATION CONTRACT No. 2017-WCCP-100

BID FORM

SUBCONTRACTOR LSIST

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.	Carpentry			
2.	Shingle Roofing			
3.	Flat Roofing			
4.	Lightning Protection			

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DEERFIELD GOLF CLUB ROOF REPLACEMENT
WHITE CLAY CREEK STATE PARK
507 THOMPSON BRIDGE ROAD, NEWARK, DE 19711
DIVISION OF PARKS AND RECREATION CONTRACT No. 2017-WCCP-100

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 Design and Development, Division of Parks and Recreation.

All the terms and conditions of the Deerfield Golf Club Roof Replacement 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 _____ of 20_____.

My commission expires _____. NOTARY PULIC _____

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

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DEERFIELD GOLF CLUB ROOF REPLACEMENT
WHITE CLAY CREEK STATE PARK
507 THOMPSON BRIDGE ROAD, NEWARK, DE 19711
DIVISION OF PARKS AND RECREATION CONTRACT No. 2017-WCCP-100

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.

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STATE OF DELAWARE
DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENTAL CONTROL

BID BOND

TO ACCOMPANY PROPOSAL
(Not necessary if security is used)

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

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

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

SEALED, AND DELIVERED IN THE
Presence of

_____
Name of Bidder (Organization)

Corporate Seal

By: _____
Authorized Signature

Attest _____

_____
Title

_____
Name of Surety

Witness:_____

By: _____

_____
Title

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STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR A101-2007

The contract to be utilized on this project shall be the "Standard Form of Agreement Between Owner and Contractor" AIA Document A101-2007.

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SECTION 005413 - SUPPLEMENT TO AGREEMENT BETWEEN OWNER AND CONTRACTOR A101-2007

The following supplements modify the "Standard Form of Agreement Between Owner and Contractor," AIA Document A101-2007. Where a portion of the Standard Form of Agreement is modified or deleted by the following, the unaltered portions of the Standard Form of Agreement shall remain in effect.

ARTICLE 5: PAYMENTS

5.1 PROGRESS PAYMENTS

5.1.3 Delete paragraph 5.1.3 in its entirety and replace with the following:

"Provided that a valid Application for Payment is received by the Architect that meets all requirements of the Contract, payment shall be made by the Owner not later than 30 days after the Owner receives the valid Application for Payment."

ARTICLE 6: DISPUTE RESOLUTION

6.2 BINDING DISPUTE RESOLUTION

Check Other – and add the following sentence:

"Any remedies available in law or in equity."

ARTICLE 8: MISCELLANEOUS PROVISIONS

8.2 Insert the following:

"Payments are due 30 days after receipt of a valid Application for Payment. After that 30 day period, interest may be charged at the rate of 1% per month not to exceed 12% per annum."

Delete paragraph 8.5 in its entirety and replace with the following:

"The Contractor's representative shall not be changed without ten days written notice to the Owner."

END OF SUPPLEMENT TO AGREEMENT BETWEEN OWNER AND CONTRACTOR

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STATE OF DELAWARE
OFFICE OF MANAGEMENT AND BUDGET

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 _____ ("**Owner**") (***insert State agency name***), in the amount of _____ ($_____), to be paid to **Owner**, for which payment well and truly to be made, we do bind ourselves, our and each and every of our heirs, executors, administrations, successors and assigns, jointly and severally, for and in the whole, firmly by these presents.

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

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, that if **Principal**, who has been awarded by **Owner** that certain contract known as Contract No. _____ dated the _____ day of _____, 20__ (the "Contract"), which Contract is incorporated herein by reference, shall well and truly 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: _____

_____ By: _____ (SEAL)
Name: Name:
Title:

(Corporate Seal)

SURETY

Name: _____

Witness or Attest: Address: _____

_____ By: _____ (SEAL)
Name: Name:
Title:

(Corporate Seal)

STATE OF DELAWARE
OFFICE OF MANAGEMENT AND BUDGET

PAYMENT BOND

Bond Number: _____

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

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

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

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

_____ By: _____(SEAL)
Name: Name:
Title:

(Corporate Seal)

SURETY

Name: _____

Witness or Attest: Address: _____

_____ By: _____(SEAL)
Name: Name:
Title:

(Corporate Seal)

AIA® Document G702™ – 1992

Application and Certificate for Payment

TO OWNER:	**PROJECT:**	BHH	**APPLICATION NO:** 001 **PERIOD TO:** **CONTRACT FOR:** General Construction **CONTRACT DATE:** **PROJECT NOS:** / /	**Distribution to:** OWNER: ☐ ARCHITECT: ☐ CONTRACTOR: ☐ FIELD: ☐ OTHER: ☐
FROM CONTRACTOR:	**VIA ARCHITECT:**	Bernardon Haber Holloway Architects PC Three Mill Road, Suite 211 Wilmington, Delaware 19806		

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM		$ 0.00
2. Net change by Change Orders		$ 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 0.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 0.00
5. RETAINAGE:		
a. 0 % of Completed Work (Column D + E on G703)	$ 0.00	
b. 0 % of Stored Material (Column F on G703)	$ 0.00	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 0.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 0.00
8. CURRENT PAYMENT DUE		$ 0.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$ 0.00	

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

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

CONTRACTOR:

By: _____ Date: _____

State of:

County of:

Subscribed and sworn to before me this day of

Notary Public:

My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED ..... $ 0.00

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

ARCHITECT:

By: _____ Date: _____

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

AIA® Document G703™ – 1992

Continuation Sheet

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

APPLICATION NO: 001
APPLICATION DATE:
PERIOD TO:
ARCHITECT'S PROJECT NO:

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

STATE OF DELAWARE

DIVISION OF FACILITIES MANAGEMENT

GENERAL CONDITIONS

TO THE

CONTRACT

The General Conditions of this Contract are as stated in the American Institute of Architects Document AIA A201 (2007 Edition) entitled General Conditions of the Contract for Construction and is part of this project manual as if herein written in full.

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SECTION 007313 - 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

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:

1.1.1.1 In the event of conflict or discrepancies among the Contract Documents, the Documents prepared by the State of Delaware, Division of Parks and Recreation shall take precedence over all other documents.

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

Add the following Paragraphs:

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

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

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

1.5 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 be 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 a specified number of copies of the Drawings and Project Manuals. Refer to Specification Section SUMMARY OF WORK. Additional sets will be furnished at the cost of reproduction, postage and handling.

ARTICLE 3: CONTRACTOR

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

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

Delete the third sentence in Paragraph 3.2.3.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

Add the following Paragraphs:

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

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

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

3.4 LABOR AND MATERIALS

Add the Following Paragraphs:

3.4.4 Before starting the Work, each Contractor shall carefully examine all preparatory Work that has been executed to receive their Work. Check carefully, by whatever means are required, to insure that its Work and adjacent, related Work, will finish to proper contours, planes and levels. Promptly notify the General Contractor/Construction Manager of any defects or imperfections in preparatory Work which will in any way affect satisfactory completion of its Work. Absence of such notification will be construed as an acceptance of preparatory Work and later claims of defects will not be recognized.

3.4.5 Under no circumstances shall the Contractor's Work proceed prior to preparatory Work 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.

3.13 USE OF SITE

Add the following new subparagraphs:

3.13.1 The Contractor will not load nor permit any part of the structure to be loaded with weight that will endanger the structure.

3.13.2 Storage areas will be defined for the storage of the Contractor's materials and equipment and he shall confine his materials, equipment, and operations of his workmen to such limits as indicated by the Owner. Unless otherwise indicated in the Specifications, the storage areas will be outdoors, and the contractor shall provide whatever shelter is necessary for his storage and fabricating needs. No workmen shall trespass within areas or buildings of the Owner other than those related to the Work of the Contract. The Contractor shall rigidly enforce this regulation. Any materials, equipment or temporary structures belonging to the Contractor shall be moved when so directed by the Owner to permit the execution of the work of others in connection with the Project.

3.17 In the second 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".

Add the following Paragraph to Article 6:

6.4 DEPARTMENT FURNISHED MATERIALS AND EQUIPMENT

6.4.1 If any materials or equipment are to be furnished by the Owner for the Work, they will be so specified in the Contract Documents. Unless otherwise specified, it shall be the Contractor's responsibility to locate, receive, handle and store, if necessary, any item of Owner furnished material or equipment which he is required by the

Contract to install, erect or handle in any way, from the time it is received by the Contractor at the jobsite or other Owner approved location until completion of the Work in accordance with the Contract Documents. Damaged or lost Owner furnished items shall be repaired or replaced by the Contractor without additional cost to the Owner. Refer to Specification Section SUMMARY OF WORK for list of Owner furnished materials and equipment.

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 be 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.

Delete Paragraph 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

11.4.1 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 SECTION 007313

STATE OF DELAWARE
DEPARTMENT OF LABOR
DIVISION OF INDUSTRIAL AFFAIRS
4425 NORTH MARKET STREET
WILMINGTON, DELAWARE 19802

TELEPHONE (302) 761-8200
FAX (302) 761-6601

Via Electronic and Regular Mail

April 13, 2017

Mr. Kevin Rychlicki
DNREC - Division of Parks and Recreation
89 Kings Highway
Dover, DE 19901

Re: 2017-WCCP-100 Deerfield golf Club Roof Replacement ,New Castle County,DE

Dear Mr. Rychlicki:

I am responding to your request for a category determination for the 2017-WCCP-100 Deerfield golf Club Roof Replacement , which is a state funded construction project located in New Castle County, DE. The work consists of replace existing asphalt roof and provide new coating on flats roofs. Replace decking where needed and repair roof drains. You estimate the total cost of construction for this project to be $889,500.00.

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

Delaware's Prevailing Wage Regulations provide that the rates applicable to a project are the rates in effect on the date of publication of the specifications for that project. I have enclosed a certified copy of the March 15, 2017, prevailing wage rates for Building Construction to be included in your bid specification. However, please be advised that, in the event that a contract for a project is not executed within one hundred and twenty (120) days from the earliest date the specifications were published, the rates in effect at the time of the execution of the contract shall be the applicable rates for the project.

Lastly, please see the enclosed debarment list. Entities/individuals listed shall not be permitted to bid on, be awarded or work on Delaware State funded construction projects, in the timeframe specified, as provided for under 29 Del.C. §6960 or other applicable State statutes.

If you have any questions or I can provide any additional assistance, please do not hesitate to contact me at (302) 761- 8325.

Sincerely,

Curtis Washington
Labor Law Enforcement Officer
curtisl.washington@state.de.us

Enclosures

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, 2017

CLASSIFICATION	NEW CASTLE	KENT	SUSSEX
ASBESTOS WORKERS	22.86	28.16	40.98
BOILERMAKERS	68.44	34.72	51.05
BRICKLAYERS	51.99	51.99	51.99
CARPENTERS	53.81	53.81	42.77
CEMENT FINISHERS	72.28	46.71	22.17
ELECTRICAL LINE WORKERS	45.47	38.99	29.73
ELECTRICIANS	66.85	66.85	66.85
ELEVATOR CONSTRUCTORS	90.00	64.49	31.94
GLAZIERS	71.20	71.20	56.66
INSULATORS	55.48	55.48	55.48
IRON WORKERS	62.85	62.85	62.85
LABORERS	44.70	44.70	44.70
MILLWRIGHTS	69.18	69.18	55.75
PAINTERS	48.47	48.47	48.47
PILEDRIVERS	75.27	39.35	31.83
PLASTERERS	29.84	29.84	22.12
PLUMBERS/PIPEFITTERS/STEAMFITTERS	65.95	51.49	57.01
POWER EQUIPMENT OPERATORS	67.29	67.29	43.83
ROOFERS-COMPOSITION	24.01	23.70	21.64
ROOFERS-SHINGLE/SLATE/TILE	18.39	21.86	17.19
SHEET METAL WORKERS	67.03	67.03	67.03
SOFT FLOOR LAYERS	51.12	51.12	51.12
SPRINKLER FITTERS	57.29	57.29	57.29
TERRAZZO/MARBLE/TILE FNRS	57.72	57.72	47.51
TERRAZZO/MARBLE/TILE STRS	66.02	66.02	55.02
TRUCK DRIVERS	28.75	27.44	20.94

CERTIFIED: 4/13/17 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: 2017-WCCP-100 Deerfield golf Club Roof Replacement , New Castle County

PREVAILING WAGE DEBARMENT LIST

The following contractors have been debarred for violations of the prevailing wage law 29Del.C. §6960 or other applicable State statutes.

Therefore, no public construction contract in this State shall be bid on, awarded to, or received by contractors and individuals on this list for a period of (3) three years from the date of the judgment or as deemed by a court of competent jurisdiction.

Contractor	Address	Date of Debarment
Mullen Brothers, Inc. and Daniel Mullen, individually	3375 Garnett Road, Boothwyn, PA 19060	Indefinite/ Civil Contempt
MMR Associates DBA Peninsula Glass and Michael Rooney, individually	679 Horsepond Road, Dover, DE 19901	1/20/2015
Site Work Safety Supplies, Inc. and Peter Coker, individually	4020 Seven Hickories Road Dover, DE 19904	1/12/2016
Green Granite and Jason Green, individually	604 Heatherbrooke Court Avondale, PA 19311	Indefinite/ Civil Contempt
DCS Staffing & Cleaning Professionals, LLC	4805 Garrison Blvd. Suite 200 Baltimore, MD 21821	Indefinite/ 19 Del.C. 2374(f)
Pro Image Landscaping, Inc. and Owner(s) individually	23 Commerce Street Wilmington, DE 19801 and/or 2 Cameo Road Claymont, DE 19703	Indefinite/19 Del.C. §108 & 10 Del.C. 542(c)
Liberty Mechanical, LLC and Owner(s), individually	2032 Duncan Road Wilmington, DE 19801	Indefinite/ 19 Del.C. 2374(f)
Integrated Mechanical and Fire Systems Inc. and Allison Sheldon, individually	4601 Governor Printz Boulevard Wilmington, DE 19809	Indefinite/19 Del.C. §108 & 10 Del.C. 542(c)

Updated: September 27, 2016

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DELAWARE

PREVAILING WAGE

REGULATIONS

STATE OF DELAWARE
DEPARTMENT OF LABOR
OFFICE OF LABOR LAW ENFORCEMENT
225 PENCADER BLVD., STE. 104
NEWARK, DE 19702
(302) 451-3423

Adopted: April 3, 1992
Amended: July 1, 1993
Amended: September 15,1993
Amended: December 28,1994
Amended: October 15, 1995
Amended: January 9, 1998
Amended: December 12, 2000
Amended: July 11, 2001
Amended: October 13, 2003

Last Edited: February 2, 2009

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REGULATIONS
PREVAILING WAGES

Pursuant to 29 Del.C. §8503(7), the Department of Labor, State of Delaware, hereby promulgates the following rules and regulations to implement the provisions of 29 Del.C. §6960, "Wage provisions in public construction contracts." These regulations supersede Regulations PW101, entitled "Regulations Concerning Apprentices and Supportive Service Program Trainees Employed on State Projects" (adopted April 11, 1978 and repealed April 5, 1992) and "Delaware Prevailing Wage Regulations" (adopted April 5, 1992 as amended September 15, 1993).

I. INTRODUCTION

The prevailing wage law states that the specifications for every contract or aggregate of contracts relating to a public works project in excess of $100,000 for new construction (including painting and decorating) or $15,000 for alteration, repair, renovation, rehabilitation, demolition or reconstruction (including painting and decorating of building or works) to which this State or any subdivision thereof is a party and for which the State appropriated any part of the funds and which requires or involves the employment of mechanics and/or laborers shall contain a provision stating the minimum wages to be paid various classes of laborers and mechanics which shall be based upon the wages that will be determined by the Delaware Department of Labor, Division of Industrial Affairs, to be prevailing in the county in which the work is to be performed.

II. ADMINISTRATION

The prevailing wage law assigns to the Department of Labor the responsibility for predetermining wage rates prevailing for the corresponding classes of laborers and mechanics employed on projects similar to the contract work in the counties where the work is to be performed. The Secretary of Labor has delegated the prescribed functions of the Department to the Administrator of the Office of Labor Law Enforcement of the Division of Industrial Affairs. The Office of Labor Law Enforcement has responsibility for enforcing and determining the prevailing rates, and ensuring that prevailing wages are paid in accordance with the provisions of the law.

Enforcement responsibility includes the conducting of investigations regarding compliance with the law; settling, adjusting and adjudicating, by informal means, cases involving the payment of prevailing wages; coordinating the enforcement activities of the various State agencies having contract compliance and enforcement responsibilities; requiring the withholding of payments to employers who have failed to pay prevailing wages; and recommending the commencement of legal proceedings against those failing to comply with the law.

III. CONCEPTS AND DEFINITIONS

This section presents definitions and explanations to provide a basic understanding of elements inherent in collecting wage data and issuing wage determinations, and enforcing prevailing rates.

A. **Activity Covered.** 29 Del.C. §6960 applies to every contract or aggregate of contracts relating to a public works project in excess of $100,000 for new construction (including painting or decorating) or $15,000 for alteration, repair, renovation, rehabilitation, demolition or reconstruction (including painting and decorating of building or works) to which this State or any subdivision thereof is a party and for which the State appropriated any part of the funds and which requires or involves the employment of mechanics and/or laborers.

B. **"Building" or "Work".** The terms "building" or "work" generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, buoys, jetties, breakwaters, levees, canals, dredging, shoring, rehabilitation and reactivation of plants, scaffolding, drilling, blasting, excavating, clearing, and landscaping. The manufacture or furnishing of materials, articles, supplies or equipment is not a "building" or "work" within the meaning of the regulations unless conducted at the site of such a building or work.

C. **Laborers and Mechanics**. The terms "laborer" and "mechanic" include at least those workers whose duties are manual or physical in nature (including those workers who use tools or who are performing the work of a trade), as distinguished from mental or managerial. The term "laborer" or "mechanic" includes apprentices and Supportive Service Program (SSP) trainees. The term does not apply to workers whose duties are primarily administrative, executive, or clerical, rather than manual. Persons employed in a bona fide executive, administrative, or professional capacity are not deemed to be laborers or mechanics. Working foremen who devote more than twenty (20) percent of their time during a workweek to mechanic or laborer duties are deemed to be laborers and mechanics for the time so spent.

   The terms "laborers" and "mechanics" do not apply to watchmen, guards, dispatchers, or weighmasters. The following classifications of workers are recognized by the Department:

   Asbestos Workers
   Boilermakers
   Bricklayers
   Carpenters
   Cement Finishers
   Electrical Line Worker
   Electricians
   Elevator Constructors
   Glaziers
   Insulators
   Iron Workers
   Laborers
   Millwrights
   Painters

Pile Driver
Plasterers
Plumbers/Pipefitters/Steamfitters
Power Equipment Operators
Roofers – Composition
Roofers – Shingle, Slate and Tile
Sheet Metal Workers
Soft Floor Layers
Sprinkler Fitters
Terrazzo/Marble/Tile Setters
Terrazzo/Marble/Tile Finishers
Truck Drivers

Definitions for each classification are contained in a separate document entitled "Classifications of Workers Under Delaware's Prevailing Wage Law." Workers shall be classified by the Department of Labor with the advice of the Prevailing Wage Advisory Council members. Classification determinations shall be recorded by the Department as they are made and shall be published annually.

Laborers and mechanics are to be paid the appropriate wage rates for the classification of work actually performed, without regard to skill.

D. **Apprentices and Supportive Service Program Trainees**.

1. Definitions. As used in this section:

a. The term **"apprentice"** means persons who are indentured and employed in a bona fide apprenticeship program and individually registered by the program sponsor with the Delaware Department of Labor.

b. The term **"apprenticeship agreement"** means a written agreement between an apprentice

c. and either his/her employer or a joint apprenticeship committee which contains the terms and conditions of the employment and training of the apprentice.

d. The term **"apprenticeship program"** means a complete plan of terms and conditions for the employment and training of apprentices.

e. The term **"joint apprenticeship committee"** means a local committee equally representative of employers and employees which has been established by a group of employers with a bona fide bargaining agent or agents to direct the training of apprentices with whom it has made agreements.

f. The term **"SSP Trainee"** or **"trainee"** means a participant in the "Supportive Service Program" mandated by the Federal Highway Administration for federally aided state highway projects.

g. The term **"registration"** means the approval by the Department of Labor of an apprenticeship program or agreement as meeting the basic standards adopted by the Bureau of Apprenticeship and Training, United States Department of Labor. The term "registration" for SSP Trainees means the individual registration of a participant in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

2. Employment of Apprentices and SSP Trainees on State Projects.

a. Apprentices and SSP Trainees will be permitted to work as such on State contracts in excess of $100,000 for new construction or $15,000 for alteration, repair, renovation, rehabilitation, demolition or reconstruction only when they are registered with the Department of Labor or an approved SSP Training

Program. **b.** The mechanic's rate on all such State contracts is that rate determined by the Department of Labor. The percentage of the mechanic's rate that the registered apprentice or SSP Trainee receives will be the percentage that the apprentice or trainee qualifies for under the terms of the individual's formal Apprenticeship/Trainee agreement.

b. Any person employed at an apprentice or trainee wage rate who is not registered as above, shall be paid the wage rate determined by the Department of Labor for the classification of work (s)he actually performed.

c. The ratio of apprentices to mechanics on the site of any work covered by 29 Del.C. §6960 in any craft classification may not be greater than the ratio permitted to the contractor for the entire workforce under the registered apprenticeship program. Any apprentice performing work on the job site in excess of the ratio permitted under the registered program must be paid not less than the wage rate that the applicable wage determination specifies for the work (s)he actually performs.

d. Entitlement to mechanic's wages shall be based upon seniority in the apprenticeship program or (in the case of equal seniority) seniority on the job site.

3. Records.

a. Every employer who employs an apprentice or SSP trainee under this part must keep the records required by Title 19, Delaware Code, Chapters 9 and 11, including designation of apprentices or trainees on the payroll. In addition, every employer who employs apprentices or SSP trainees shall preserve the agreements under which the individuals were employed.

b. Every joint apprenticeship committee or SSP Program sponsor shall keep a record of the cumulative amount of work experience gained by the apprentice or trainee.

c. Every joint apprenticeship committee shall keep a list of the employers to whom the apprentice was assigned and the period of time (s)he worked for each. Every SSP Program sponsor shall keep a list of the projects to which the trainee was assigned and the period of time (s)he worked on each.

d. The records required by paragraphs (a), (b), and (c) of this section shall be maintained and preserved for at least three (3) years from the termination of the apprenticeship or training period. Such records shall be kept safe and accessible at the place or places of employment or at a central location where such records are customarily maintained. All records shall be available at any time for inspection and copying by the Department of Labor.

E. **Working Foremen**. 29 Del.C. §6960 does not apply to (and therefore survey data are not collected for) workers whose duties are primarily administrative, executive or clerical, rather than manual. However, working foremen who devote more than twenty (20) percent of their time during a workweek to mechanic or laborer duties are laborers and mechanics for the time so spent and data will be collected for the hours spent as laborers or mechanics.

F. **Helpers**. Helper classifications are not recognized by the Department of Labor. All laborers and mechanics are to be paid the appropriate wage rate for the classification of work actually performed, without regard to skill.

G. **Construction Projects**. In the wage determination process, the term "project" refers to construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work away from the site of the work and consists of all construction necessary to complete a facility regardless of the number of contracts involved so long as all contracts awarded are closely related in the purpose, time and

place. For example, demolition or site clearing work preparatory to construction is considered a part of the project.

1. **Character Similar**. 29 Del.C. §6960 requires the predetermination of wage rates which are prevailing on projects of a "character similar to the construction work." As a general rule, the Department identifies projects by end use type and classifies them into three major categories:
   a. **Building Construction**. Building construction generally is the construction of sheltered enclosures with walk-in access for the purpose of housing persons, machinery, equipment, or supplies. It includes all construction of such structures, the installation of utilities and the installation of equipment, both above and below grade level as well as incidental grading, utilities and paving. Additionally, such structures need not be "habitable" to be building construction. The installation of heavy machinery and/or equipment shall not change the project's character as a building. Examples: Alterations and additions to nonresidential buildings; Apartment buildings (5 stories and above); Arenas (enclosed); Auditoriums; Automobile parking garages; Banks and financial buildings; Barracks; Churches; Hospitals; Hotels; Industrial buildings; Institutional buildings; Libraries; Mausoleums; Motels; Museums; Nursing and convalescent facilities; Office buildings; Outpatient clinics; Passenger and freight terminal buildings; Police stations; Post offices; City halls; Civic centers; Commercial buildings; Court houses; Detention facilities; Dormitories; Farm buildings; Fire stations; Power plants; Prefabricated buildings; Remodeling buildings; Renovating buildings; Repairing buildings; Restaurants; Schools; Service stations; Shopping centers; Stores; Subway stations; Theaters; Warehouses; Water and sewage treatment plants (building only).
   b. **Heavy Construction**. Heavy projects are those that are not properly classified as either "building" or "highway". Unlike these classifications, heavy construction is not a homogeneous classification. Examples of Heavy construction: Antenna towers; Bridges (major bridges designed for commercial navigation); Breakwaters; Caissons (other than building or highway); Canals; Channels; Channel cut-offs; Chemical complexes or facilities (other than buildings); Cofferdams; Coke ovens; Dams; Demolition (not incidental to construction); Dikes; Docks; Drainage projects; Dredging projects; Electrification projects (outdoor); Flood control projects; Industrial incinerators (other than building); Irrigation projects; Jetties; Kilns; Land drainage (not incidental to other construction); Land leveling (not incidental to other construction); Land reclamation; Levees; Locks, Waterways; Oil refineries; Pipe lines; Ponds; Pumping stations (pre-fabricated drop-in units); Railroad construction; Reservoirs; Revetments; Sewage collection and disposal lines; Sewers (sanitary, storm, etc.); Shoreline maintenance; Ski tows; Storage tanks; Swimming pools (outdoor); Subways (other than buildings); Tipples; Tunnels; Unsheltered piers and wharves; Viaducts (other than highway); Water mains; Waterway construction; Water supply lines (not incidental to building); Water and sewage treatment plants (other than buildings); Wells.
   c. **Highway Construction**. Highway projects include the construction, alteration or repair of roads, streets, highways, runways, taxiways, alleys, trails, paths, parking areas, greenway projects and other similar projects not incidental to building or heavy construction. Examples: Alleys; Base courses; Bituminous treatments; Bridle paths; Concrete pavement; Curbs; Excavation and

embankment (for road construction); Fencing (highway); Grade crossing elimination (overpasses or underpasses); Parking lots; Parkways; Resurfacing streets and highways; Roadbeds; Roadways; Shoulders; Stabilizing courses; Storm sewers incidental to road construction; Street Paving; Guard rails on highway; Highway signs; Highway bridges (overpasses; underpasses; grade separation); Medians; Surface courses; Taxiways; Trails.

d. **Multiple Categories**. In some cases a project includes construction items that in themselves encompass different categories of construction. Generally, a project is considered mixed and a "multiple schedule" used if the construction items are substantial in relation to project cost, i.e. more than twenty (20) percent. Only one schedule is used if construction items are "incidental" in function to the overall character of a project (e.g. paving of parking lots or an access road on a building project), and if there is not a substantial amount of construction in the second category.

2. **Site of Work**. A basic characteristic of the construction industry is the continual shift in the site of employment. 29 Del.C. §6960 provides that prevailing wages are to be paid to "...all mechanics and laborers employed directly upon the site of the work ..." (emphasis added). The site of the work is limited to the physical place or places where the construction called for in the contract will remain when work on it has been completed.

H. **Prevailing Wage Rates.** Every contract and the specifications for every contract to which section 6960 applies are required to contain a provision stating the minimum wages to be paid various classes of laborers and mechanics. These rates are to be based upon the wages that the Department of Labor determines to be prevailing for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the county in which the work is to be performed, as reported in the Department's annual prevailing wage survey. The prevailing wage shall be the wage paid to a majority of employees performing similar work as reported in the Department's annual prevailing wage survey or, in the absence of a majority, the weighted average wage paid to all employees reported.

I. **Wages.** The term "wages" means the basic hourly rate of pay plus fringe benefits as defined below.

J. **Fringe Benefits**. Fringe benefits may be considered in determining whether an employer has met his/her prevailing wage obligations. As a general rule, any fringe benefit may be considered as long as the employer is not legally required to provide it. Therefore, benefits such as health, welfare or retirement benefits, vacation, holiday pay or sick leave pay could be considered fringe benefits. Employer payments for unemployment insurance, workers' compensation, FICA, etc. (which are required by law) would not be considered fringe benefits.

In order to be considered a valid fringe benefit, payments must be made either in cash, or contributed to an irrevocable escrow account at least once each month. "Irrevocable" means that the benefit may not be forfeited. However, a benefit plan can be considered by the Department provided that payments to the plan are made irrevocably by the employer, even though certain employees may forfeit their individual rights to the benefits under certain prescribed conditions. Thus, if payments are made by the employer, and no return of those payments is possible, the plan would be acceptable, even though individual employees might not receive the benefits under certain situations. Benefits forfeited by such employees remain in an escrow account for the use of the other employees.

The actual cost of the benefit to the employer is the basis for evaluating the value of the fringe benefit. Administration costs are not considered fringe benefits. The cost of the benefits must be apportioned between employment on both public and private projects. Thus, the total value of the benefit would be divided by the total amount of time worked. This will result in benefit per unit of time which would be equally applicable to public and private employment projects. Example: an employee works two weeks (80 hours) on a public project and two weeks (80 hours) on a private project. The employer pays $160 for the employee's health insurance for the month. The value of the benefit is $l.00 per hour. The employer is not permitted to apply the entire premium to the public project alone.

K. **Peak Week**. In determining prevailing wages, the Department utilizes a "peak week" survey concept to ensure that wage and fringe benefit data obtained from employers reflects for each classification, the payroll period during which the greatest number of workers in each classification is used on a project. The survey solicits the number of employees and wages paid at each given rate during the peak week. The contractor or reporting organization selects the week (between July l to December 31 of the previous year) during which the greatest number of each classification of laborers and mechanics was working. Peak weeks may be different for each classification of worker.

L. **Wage Determinations**. A "wage determination" is the listing of wages (including fringe benefits) for each classification of laborers and mechanics, which the Administrator has determined to be prevailing in a given county and type of construction. Wage determinations are issued annually.

M. **Maintenance Work.** To "maintain" means to preserve or keep in an existing state or condition to prevent a decline, lapse, or cessation from that state or condition. Wages paid to workers performing maintenance work shall not be used in determining prevailing wage rates.

N. **Area**. The term "area" in determining wage rates under 29 Del.C. §6960 shall mean the county of the State in which the work is to be performed. The term "area" in determining classifications of workers under 29 Del.C. §6960 shall mean the State of Delaware.

O. **Secretary**. "Secretary" means the Secretary of Labor for the State of Delaware.

P. **Administrator**. "Administrator" means the Administrator of the Office of Labor Law Enforcement for the Delaware Department of Labor, Division of Industrial Affairs.

Q. **Department**. "Department" means the Delaware Department of Labor.

IV. DETERMINING PREVAILING WAGES

The Department of Labor shall conduct an annual survey for obtaining and compiling wage rate information and shall encourage the voluntary submission of wage data by contractors, contractors' associations, labor organizations, public officials and other interested parties, reflecting wage rates paid to laborers and mechanics on various types of construction in the area.

A. **Scope of Task**. State directed and assisted construction activity is not restricted to any geographic sector of the state or to any particular type of construction. As a result, data collection methods employed by the Department for gathering prevailing wage information must be capable of determining patterns of wage compensation, including fringe benefits, for virtually all classifications of construction workers in at least the three major types of construction, within each of the three counties in Delaware. And,

since the objective is determining "prevailing" wages, the collection of data must be completed within a relatively brief time frame.

B. **Data to be Collected.** Operation of the prevailing wage program necessitates an annual effort by the Department to obtain, compile and analyze wage rate information. This section explores the nature of the data and the means of collection.

1. **What Information.** Wage rates are issued for each classification of laborer and mechanic that will likely be employed in State funded or assisted construction in a certain type of construction. Information on wages paid, therefore, must be collected and tabulated on the basis of distinct job classifications and construction categories. The survey reporting form used by the Department to collect wage and fringe information, "Report of Construction Wage Rates" provides for reporting data which includes the contractor's name and address, telephone number, project description and location, the highest number of workers employed in each classification during the peak week of the survey period (which shall be within the period July l to December 31 of the year preceding the request for data) and the wage rate, including bona fide fringe benefits paid to each worker.
2. **Geographic Scope.** A prime objective of the prevailing wage law is to protect local rates of pay and 29 Del.C. §6960 stipulates that the "area" for the determination of wage rates is to be the county in which the work is performed.

V. THE SURVEY

The purpose of prevailing wage surveys is to collect information on wage and fringe benefit rates paid to mechanics and laborers working on construction projects of a similar character in a predetermined geographic area and calendar period. The Department attempts to give each contractor equal opportunity to be included in the final data base from which the prevailing rates are derived. The Department shall conduct the survey in accordance with the following steps:

A. Plan the Survey.

The Department shall begin the survey preparation process no later than November of each year. Forms will be printed and supplies (envelopes, postage, etc.) will be ordered in preparation for the survey mailing. The Department will request from the Division of Unemployment Insurance a computer printout (with two sets of address labels) of the names and addresses of all employers in the following Standard Industrial Classification (SIC) Codes, who reported workers during the calendar year in which the request is made:

- 1522 Residential Buildings, Other Than Single-Family [The Department will specify that buildings under five stories should not be reported]
- 1541 Industrial Buildings and Warehouses
- 1542 Nonresidential Buildings, Other Than Industrial Buildings and Warehouses
- 1611 Highway and Street Construction, Except Elevated Highways
- 1622 Bridge, Tunnel, and Elevated Highway Construction
- 1623 Water, Sewer, Pipeline, and Communications and Power Line Construction
- 1629 Heavy Construction, Not Elsewhere Classified
- 1711 Plumbing, Heating and Air Conditioning
- 1721 Painting and Paper Hanging
- 1731 Electrical Work

- 1741 Masonry, Stone Setting, and Other Stone Work
- 1742 Plastering, Drywall, Acoustical, and Insulation Work
- 1743 Terrazzo, Tile, Marble, and Mosaic Work
- 1751 Carpentry Work
- 1752 Floor Laying and Other Floor Work, Not Elsewhere Classified
- 1761 Roofing, Siding, and Sheet Metal Work
- 1771 Concrete Work
- 1781 Water Well Drilling
- 1791 Structural Steel Erection
- 1793 Glass and Glazing Work
- 1794 Excavation Work
- 1795 Wrecking and Demolition Work
- 1796 Installation or Erection of Building Equipment, Not Elsewhere Classified
- 1799 Special Trade Contractors, Not Elsewhere Classified

The Department will begin to assemble the survey packets in mid-December of each year in preparation for the early January mailing.

B. Conduct the Survey.

On or before January 7th of each year, survey forms will be mailed to every employer identified by the Division of Unemployment Insurance as having employed workers in the SIC Codes listed above during the calendar year preceding the collection of data. Completed survey forms must be received by the Department or postmarked no later than February 8 of the survey year in order to be used in determining prevailing rates for that year. All other forms not complying with this deadline shall not be included. In the event that February 8th falls on a Saturday, Sunday, or legal holiday, the deadline for submitting survey forms shall be the next Department business day following the February 8th deadline.

By January 10th of each year, the Department shall notify the Delaware Contractor's Association, the Building Trades Council of Delaware, the Associated Builders and Contractors, the Delaware State AFL-CIO, the Secretary of the Department of Administrative Services, the Secretary of the Department of Transportation and the Roofing Contractors Association that the annual survey is being conducted. The notification shall contain a copy of the list of employers to whom survey forms were mailed and shall invite the addressees to submit the names and addresses of any employers whose names do not appear on the list. The notification shall also contain blank survey forms for the organizations' use.

C. Conduct Follow-Up.

On or before February 1st of each year, the Department shall mail a second notice to all employers who failed to respond to the first request for data. A second copy of the Department's master mailing list (indicating the employers who responded) shall be sent to the organizations listed in the preceding paragraph so that they can encourage the voluntary participation of their members.

D. Clarify and Analyze Data.

The data clarification process is to begin immediately upon receipt of survey responses. Each survey response is reviewed to determine completeness, appropriateness, and accuracy of data.

E. Code and Record Data.

Survey responses are to be coded as follows:

- "A" Survey response is usable (i.e., it is timely, complete, appropriate, and accurate)
- "B" Employer reports no employees during survey period
- "C" Survey response is incomplete
- "D" Survey response is not applicable
- "E" Survey request not deliverable at address used/Respondent not identified on survey form/Information is not usable

Data from usable responses are to be recorded weekly in a summary ledger which contains a breakdown of each classification of worker for each type of construction for each county. Survey responses coded "A" shall be compiled by county and type of construction. Survey responses coded "B", "D", and "E" shall be kept in files separate from the usable responses.

Respondents who submit code "C" survey responses (incomplete) shall be contacted by telephone by the Department. The Department will give the respondent an opportunity to supply the missing information. Failure to submit the missing information prior to the publication of the Prevailing Wage Determination (see Regulation VI.C.) will result in a disqualification of the survey response (to the extent that it is not usable).

The master mailing list shall be coded weekly to show the identity of survey participants as well as the number and types of responses.

All survey responses and documents are to be retained by the Department for a period of three years.

F. Determine Adequacy of Data.

At the conclusion of the survey period, the Department will review the survey ledger to determine the adequacy of data in each classification in each type of construction in each county. Data will be considered adequate if the worker classification contains the wages of ten or more employees. Classification data not meeting the above criteria will be added to the previous year's survey data for the same classification. If the data still do not reflect the wages paid to at least ten workers, the data will be considered inadequate.

G. Compute Prevailing Wage Rates.

The Department will enter usable data (from the summary ledgers) in the computer. If a majority (i.e., more than 50% of the workers reported in a particular category are paid at the same rate, that rate shall be the prevailing wage rate for the classification. For example:

Laborers / New Castle County / Building Construction

Workers	Rate of Pay	[including benefits]
50 @	$17.25	= Majority
39 @	$16.75	
10 @	$17.55	
99		

The prevailing wage rate = $17.25

In the absence of a majority, the computer will determine the average (mean) of the wages paid, weighted by the numbers of workers paid at each rate. For example:

Laborers/New Castle County/Building Construction

Workers	Rate of Pay	[including benefits]
25 @	$15.50	= $387.50
25 @	17.25	= 431.25
39 @	16.75	= 653.25
10 @	17.55	= 175.50
99		$1,647.50

$1,647.50 ÷ 99 workers = $16.64 prevailing rate

H. Determine Wage Rates for Classes of Workers For Which Inadequate Data Are Received.

The Department is required by law to determine wages to be paid to all classes of workers employed on public projects. For that reason, the Department must have a means by which it can determine rates for which no data or inadequate data were received. If no data are received for a given classification, or if inadequate data are received (i.e., fewer than 10 workers reported in a given classification), the previous year's prevailing rates shall be reissued.

VI. ISSUING WAGE DETERMINATIONS.

A. Publication of Preliminary Determination: On or before February 15th of each year, the Department shall publish a "Preliminary Determination of Prevailing Wage Rates." In the event that February 15th falls on a Saturday, Sunday, or legal holiday, the Department shall issue the preliminary results on the next Department business day following February 15th.

B. Appeals: From February 15th to February 25th, the Administrator of the Office of Labor Law Enforcement will consider protests and inquiries relating to the preliminary results. An interested person seeking review or reconsideration of a wage determination must present a request in writing accompanied by a statement with any supporting data or other pertinent information.

Requests for reconsideration must be substantive and specific in order to be considered by the Department. For example: A request stating that, "the highway rates don't look right", would not be considered substantive or specific. However, a request stating that, "residential rates appear to have been erroneously included for carpenters in New Castle County Building Construction" would be considered substantive and specific.

From February 25th to March 1st, the Department will attempt to gather information necessary to resolve objections and requests for reconsideration. However, no appeals, objections, or requests will be considered if received by the Department after the February 25th deadline. The Department will respond in writing to all interested persons who submit a written request for review.

An appeal from the Administrator's decision must be made in writing and received by the Secretary of Labor within five calendar days from the date of the postmark on the Administrator's decision. The Secretary or his/her designee shall render a final decision in writing.

C. Issuance of Determination: On or before March 15th of each year, the Department shall publish its annual "Prevailing Wage Determination." The Determination shall be valid for a period of one year or until subsequent rates or amendments are issued by the Department.

Public agencies (covered by the provisions of 29 Del.C. §6960) are required to use the rates which are in effect on the date of the publication of specifications for a given project. "Date of publication" means the date on which the specifications are made available to interested persons (as specified in the published bid notice). In the event that a contract is not executed within one hundred and twenty (120) days from the earliest date the specifications were published, the rates in effect at the time of the execution of the contract shall be the applicable rates for the project.

D. Post Determination Actions: Wage determinations will be modified only for the purpose of correcting errors. Determinations will not be modified to include survey data received after the close of the survey period.

1. **Amendment to Correct Errors of Inadvertence**
   Amendments may be issued to correct inadvertent errors in the written text of a wage determination. The sole purpose is to correct wage schedules so that the wage determination will accurately and fully reflect the actual rates prevailing in the locality at the time the wage determination was issued. Such amendments (which may be issued at any time) are used to correct errors due to transposition of rates and other clerical mistakes made in processing the schedule; they are not used to correct errors in judgment. Contracts which have already been awarded will not be affected by such amendments. Amendments issued more than ten (10) days prior to a bid opening must be used. Amendments issued less than ten (10) days prior to a bid opening may be disregarded.
2. **Amendment to Correct Errors in Survey Data**
   Amendments which affect the validity of a wage determination may be issued to correct errors in rates resulting from erroneous information submitted by survey participants.

   When the Department of Labor is notified in writing that a survey participant has submitted erroneous data (with regard to wages, fringe benefits, characterization of project, classification of workers, or county in which the work was performed), the Department shall determine the validity of the data. Corrections, if warranted, shall be made in the form of amended determinations at the end of each calendar quarter (beginning with the date the wage determination was issued). Contracts which have already been awarded will not be affected by such amendments. Amendments issued more than ten (10) days prior to a bid opening must be used. Amendments issued less than ten days prior to a bid opening may be disregarded.
3. **Incorrect Wage Determinations: Before Contract Award**
   If notification is received from the Department of Labor any time prior to the contract award that the bid documents contain the wrong wage schedule, such schedule or wage determination shall no longer be valid and may not be used - without regard to whether the bid opening has occurred.

If the bid documents contain no wage schedule, it is the contractor's (or subcontractor's) responsibility to contact the Department of Labor for the correct wage schedule. Such requests must be in writing. Responses to such requests will be in writing. Any contractor or subcontractor found using an incorrect wage schedule will be required to pay the correct wages based upon the proper classification of work as determined by the Department of Labor.

4. **Lack of Valid Wage Determination: After Contract Award**
   If a contract is awarded without a wage determination or awarded with an incorrect wage determination, the contractor is responsible for the payment of the appropriate prevailing wage rates as determined by the Department of Labor.
5. **Additional Classifications**
   Any class of laborers or mechanics which is not listed in the applicable wage determination but which is to be employed under the contract is to be classified by the Department of Labor in accordance with the procedures set forth in Part III, Section C, of these regulations.
6. **Determination of Wages for Classifications for Which No Rates Are Published**
   Whenever a public project requires the services of a laborer or mechanic for which no rate has been published, the Department shall be notified in writing and shall determine the worker classification (from among the 26 classifications recognized by the Department of Labor) and the rate to be paid. The rate shall be determined as follows:
   a. baseline rate in each county, the Department of Labor will determine the relationship between the "Building Construction" rates and the rates of the type of construction for which the rate is sought. To determine the relationship, (which is to be expressed as a percentage), the Department will use only those rates which were determined by data received in the relevant survey.
   b. The Department will compare only those classifications for which corresponding rates were determined.
   c. The total of the corresponding rates will be determined for each type of construction. The Heavy or Highway total will be divided by the Building rate to find what percentage of the Heavy or Highway rate to the Building rate.
   d. The Department of Labor will multiply the Building rate for the requested classification of worker by the percentage determined in "c" to establish the applicable prevailing wage rate.

   Hypothetical example:

   A plumber's rate is needed for a New Castle County Highway project. The Department of Labor has not published a rate for this classification. The Department of Labor will determine the relationship between New Castle County Highway rates and Building rates, comparing only corresponding rates which were actually determined by the relevant survey (rates carried forward from previous years due to lack of sufficient data are not to be used).

	N.C.C. Building	N.C.C. Highway
Bricklayers	$ 19.65	$ 12.29
Carpenters	$ 23.37	$ 21.69
Cement Finishers	$ 23.55	$ 15.52
Laborers	$ 13.62	$ 10.60
Power Equipment Operator	$ 22.94	$ 15.77

Truck Drivers	$ 15.15	$ 13.75
	$118.28	$ 89.62

$89.62 ÷ 118.28 = 75.77%
The plumber's rate for New Castle County Building is $26.54. $26.54 x 75.77% = $20.11
The plumber's rate for New Castle County Highway = $20.11

The same method can be used between the corresponding types of construction when the Building Construction rates do not contain a rate for the requested classification of worker; i.e., Heavy Construction rates in Sussex County can be compared with Heavy Construction rates in New Castle.

VII. ENFORCEMENT

The authority to enforce the prevailing wage rates derives from 29 Del.C. §6960(b) which states: "The Department of Labor shall investigate all claims that the prevailing wage rates as provided for under this section are not being or have not been paid."

A. **DUTIES OF CONTRACTORS**.

Every contractor and subcontractor on a public project shall:

1. Post in a prominent and accessible place at the site of the work, a legible copy of the applicable prevailing wage determination issued by the Department. The notice must remain posted during the life of the contract and must be supplemented in its entirety whenever amended wage rate determinations are issued by the Department.
2. Pay all mechanics and laborers employed directly upon the site of the work, unconditionally and not less often than once a week and without subsequent deduction or rebate on any account, the full amounts accrued at the time of payment, computed at wage rates not less than those stated in the prevailing wage rate determination.
   a. Laborers or mechanics performing work in more than one occupation shall be compensated at least the rate specified for each occupation for the time actually worked therein.
   b. An employer shall not pay or permit any worker to accept wages less than the prevailing rate of wages as determined by the Department;
   c. Every employer performing work on a public project shall furnish weekly payroll reports to the Department of Labor on forms provided (upon request) by the Department. Payroll reports shall be mailed or delivered by the employer to the Department within one week from the last work day covered by the report. Failure to complete each and every section of the report (including the requirement that the form be notarized) will constitute a failure to submit sworn payroll information as required by the Department.
   d. An employer shall not, at any time during the project, pay less than the prevailing rate of wages for each hour worked, regardless of the rate of pay being paid at any other time.
   e. An employer shall not pay less than the prevailing rate of wages by docking pay, docking time, or deducting pay for any purpose unless provided for by law including the Wage Payment and Collection Act of the State of Delaware (19 Del.C. §1107).
   f. A person shall not, either for himself/herself or any other person, request, demand, or receive, either before or after an employee is engaged, that such employee pay back, return, donate, contribute, or give any part or all of said employee's wages, salary, or thing of value, to any person, upon the statement, representation, or understanding that failure to comply with such request or demand will prevent

such employee from procuring or retaining employment. This paragraph does not apply to any agent or representative of a duly constituted labor organization acting in the collection of dues or assessments of such organization as permitted by law.

g. A person shall not, directly or indirectly, aid, request, or authorize any person to sign a release for any claim of wages with the intent to avoid payment of the prevailing wage rates.

3. Keep the following records for a period of three years:
   a. The name and address of each employee;
   b. The social security number of each employee;
   c. daily log for each individual employed upon the site of construction. The log must list (in general terms) the tasks performed by each employee and the amount of time spent performing each task. (examples, "hung drywall", "wired lighting fixtures", etc.);
   d. Each employee's basic hourly rate of pay (If an employee performs public project work in more than one trade, the employer's record must reflect the hourly rate paid for each type of work performed; If an employee performs both prevailing wage work and non-prevailing wage work, the records must reflect the rates paid for each.)
   e. The number of hours worked in each occupation on the project in the applicable pay schedule, the number of hours worked in each day, and the total number of hours worked each week;
   f. The amount of wages paid each employee;
   g. The amount of wages paid each employee as fringe benefit payments;
   h. The amount of any deductions withheld from each employee's wages; and
   i. An accurate description of the nature of the deductions withheld from each employee's wages. (Fringe benefit deductions must be supported by a written fringe benefit policy as required by the Wage Payment and Collection Act.)

B. **INVESTIGATION**

A complaint may be filed with the Department by any employee upon a public project or any interested party. The complaint shall be in writing. Upon receipt of a complaint or upon its own motion the Department shall initiate an investigation.

1. The Department shall notify the employer that a complaint has been filed and/or that an investigation has been initiated. The Department may request (or subpoena, if necessary) records, documents, or testimony necessary to make a determination as to the validity of the complaint or the employer's compliance with the law.
2. Upon finding that an employer has not paid or is not paying the correct prevailing wage rates, the Department of Labor shall notify the employer of the violations by certified mail and make an effort to obtain compliance.
3. Upon failure to obtain compliance within fifteen (15) days of receipt of said certified mail, the Department may direct the contracting agency and/or the prime contractor to withhold payments to the employer (in an amount equal to the prevailing wage deficiencies, as determined by the Department) which are to be remitted to the Department for distribution upon resolution of the matter. In addition, the Secretary may terminate all rights of the employer to proceed with the work under the contract and the employer shall be responsible for all damages resulting therefrom.
4. If the dispute between the Department and the employer pertains to the classification of workers as determined by the Office of Labor Law Enforcement, the determination shall be reviewable by the Secretary or his/her designee and shall be reversed only upon a finding of abuse of discretion. Such appeals from the Office of Labor Law

Enforcement's decision must be made in writing and must be received by the Secretary within fifteen (15) days from receipt of the Department's certified letter.

C. **HEARINGS**

A hearing shall be held only in cases involving the termination of rights to proceed with the work under the public construction contract.

D. HEARING PRACTICES AND PROCEDURES

1. **SCOPE OF RULES**

   These rules shall govern the conduct of hearings initiated by the Department of Labor pursuant to 29 Del.C. §6960(d) to terminate all rights of the contractor or subcontractor to proceed with work under a public construction contract for failure to pay prevailing wage rates.

2. **INITIATION OF HEARING**

   The Secretary of Labor may initiate a hearing by notifying the contractor or subcontractor by registered mail that said contractor or subcontractor is alleged to have violated 29 Del.C. §6960. The notice shall give 20 days prior notice to all parties as follows:

   a. The notice shall describe the subject matter of the proceedings;
   b. The notice shall give the date, time and place the hearing will be held;
   c. The notice shall cite the law or regulation giving the Department authority to act;
   d. The notice shall inform the party of his/her right to present evidence, to be represented by counsel, and to appear personally or by other representative; and
   e. The notice shall inform the parties that the Department will reach its decision based upon the evidence received.

3. CONDUCT OF HEARING

   a. The hearing may be conducted by the Secretary of Labor or by a hearing officer designated for that purpose by the Secretary.
   b. In connection with such hearing, the Secretary or hearing officer may:
      1. Issue subpoenas for witnesses and other sources of evidence, either on the Department's initiative or at the request of any party;
      2. Administer oaths to witnesses;
      3. Exclude plainly irrelevant, immaterial, insubstantial, cumulative and privileged evidence;
      4. Limit unduly repetitive proof, rebuttal and cross-examination;
      5. Hold prehearing conferences for the settlement or simplification of issues by consent, for the disposal of procedural requests or disputes and to regulate and to expedite the course of the hearing.
   c. The conduct of hearing shall not be bound by technical rules of evidence pursuant to 19 Del.C. §105(8).
   d. The burden of proof shall be upon the Department. (If the records maintained by the employer do not provide sufficient information to determine the exact amount of wages owed, the Department may make a determination based on available evidence.)
   e. A record from which a verbatim transcript can be prepared shall be made of all hearings in contested cases. Transcripts shall be made at the request and expense of the requesting party.

4. PROPOSED ORDERS

   a. Whenever a hearing officer presides over a hearing (s)he shall prepare a proposed order for the consideration of the Secretary which shall include:

1. A brief summary of the evidence and recommended findings of fact based upon the evidence;
2. Recommended conclusions of law; and
3. Recommended decision.

b. When the proposed order is submitted to the Secretary, a copy shall be delivered to each of the other parties who shall have 10 days to submit in writing to the Secretary exceptions, comments and arguments respecting the proposed order.

5. **RECORD**

With respect to each case, all notices, correspondences between the agencies and the parties, all exhibits, documents in testimony admitted into evidence and all recommended orders, summary of evidence and findings of all interlocutory and final orders of the agency shall be included in the agency's record of the case and shall be retained by the agency for three (3) years.

6. DECISION; FINAL ORDER

a. The Secretary shall make his/her decision based upon the entire record of the case and upon summaries and recommendations of the hearing officer.

b. Every case decision of the Secretary shall be incorporated in a final order which shall include, where appropriate:
   1. A brief summary of the evidence;
   2. Findings of fact based upon the evidence;
   3. Conclusions of law;
   4. Any other conclusion required by the law or the Department of Labor;
   5. A concise statement of the Department of Labor's determination or action on the case.

c. Every final order shall be authenticated by the signature of the Secretary.

d. Every final order shall immediately be mailed or delivered to each party, to the contracting agency, and each other person requesting it.

e. Every final order may be amended or modified by the same procedure used for the initial adoption of the order.

7. **INFORMAL DISPOSITION**

Informal disposition may be made of any matter set for hearing by stipulation, agreed settlement, consent order, or default.

VIII. SUBSEQUENT MODIFICATION OF REGULATIONS

The Secretary may, upon his/her own motion or upon the written request of any interested person setting forth reasonable grounds therefore, revoke or modify these regulations after an opportunity has been given to interested persons to present their views on proposed changes. These regulations shall take effect in accordance with the requirements of the Administrative Procedures Act which is found at 29 Del. C. Chapter 101.

SO ORDERED, this 13th day of October, 2003.

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Harold E. Stafford
Secretary of Labor

These Regulations were originally adopted April 3, 1992 and became effective on May 4, 1992.

Amended: July 1, 1993
Amended: September 15, 1993
Amended: December 28, 1994
Amended: October 15, 1995
Amended: January 9, 1998
Amended: December 12, 2000
Amended: June 14, 2001
Amended: October 13, 2003

CLASSIFICATION OF WORKERS

UNDER

DELAWARE'S

PREVAILING WAGE LAW

STATE OF DELAWARE
DEPARTMENT OF LABOR
OFFICE OF LABOR LAW ENFORCEMENT
225 CORPORATE BLVD., STE 104
NEWARK, DE 19702
(302) 451-3423

Adopted: April 3, 1992
Amended: July 1, 1993
Amended: September 15, 1993
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Edited February 9, 2009
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Last Edited: February 12, 2013
Amended/Edited: July 31, 2014
Amended/Edited: October 8, 2014

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ASBESTOS WORKER

Removes asbestos from ceilings, walls, beams, boilers, and other structures, following hazardous waste handling guidelines: Removes asbestos pipes. Assembles scaffolding and seals off work area, using plastic sheeting and duct tape. Positions mobile decontamination unit or portable showers at entrance of work area. Builds connecting walkway between mobile unit or portable showers and work area, using handtools, lumber, nails, plastic sheeting, and duct tape. Positions portable air evacuation and filtration system inside work area. Sprays chemical solution over asbestos covered surfaces, using tank with attached hose and nozzle, to soften asbestos. Cuts and scrapes asbestos from surfaces, using knife and scraper. Shovels asbestos into plastic disposal bags and seals bags, using duct tape. Cleans work area of loose asbestos, using vacuum, broom, and dust pan. Places asbestos in disposal bags and seals bags, using duct tape. Dismantles scaffolding and temporary walkway, using handtools, and places plastic sheeting and disposal bags into transport bags. Seals bags, using duct tape, and loads bags into truck.

BOILERMAKER

Assembles, analyzes defects in, and repairs boilers, pressure vessels, tanks, and vats in field, following blueprints and using handtools and portable power tools and equipment: Locates and marks reference points for columns or plates on foundation, using master straightedge, squares, transit, and measuring tape, and applying knowledge of geometry. Attaches rigging or signals crane operator to lift parts to specified position. Aligns structures or plate sections to assemble boiler frame, tanks, or vats, using plumb bobs, levels, wedges, dogs, or turnbuckles. Hammers, flame- cuts, files, or grinds irregular edges of sections or structural parts to facilitate fitting edges together. Bolts or arc-welds structures and sections together. Positions drums and headers into supports and bolts or welds supports to frame. Aligns water tubes and connects and expands ends to drums and headers, using tube expander. Bells, beads with power hammer, or welds tube ends to ensure leak proof joints. Bolts or welds casing sections, uptakes, stacks, baffles, and such fabricated parts as chutes, air heaters, fan stands, feeding tube, catwalks, ladders, coal hoppers and safety hatch to frame, using wrench. Installs manholes, handholes, valves, gauges, and feedwater connection in drums to complete assembly of water tube boilers. Assists in testing assembled vessels by pumping water or gas under specified pressure into vessel and observing instruments for evidence of leakage. Repairs boilers or tanks in field by unbolting or flame cutting defective sections or tubes, straightening plates, using torch or jacks, installing new tubes, fitting and welding new sections and replacing worn lugs on bolts. May rivet and caulk sections of vessels, using pneumatic riveting and caulking hammers. May line firebox with refractory brick and asbestos rope and blocks. May fabricate such parts as stacks, uptakes, and chutes to adapt boiler to premises in which it is installed.

Assembles boilers, tanks, vats, and pressure vessels according to blueprint specifications, using power tools and handtools: Reads blueprint to determine location and relationship of parts. Connects firetubes to heads or watertubes to drums and headers of boilers, by expanding and belling ends, using tube expander and beading ends, using power hammer. Drills and taps holes for installation of studs, using portable drill. Tightens bolts to assemble frames, using hand or power wrenches. Mounts casings of watertube boilers, or attaches davit heads, burners, or furnace casing to firetube boilers, using wrenches. Bolts or screws accessories, such as manholes, handholes, fans, gauges, and valves to vessel, using handtools or power wrenches. Replaces defective parts, using power wrenches, prying bars, or handtools. May install and repair refractory brick. May thread and install stay bolts, using pipe wrench and dies. May remove and replace rivets and caulk seams to repair riveted shells and structures, using pneumatic chisel, riveter, and caulking hammer. May cut out defective parts, using acetylene torch.

BRICKLAYER

Lays building materials, such as brick, structural tile, and concrete cinder, glass, gypsum, and terra cotta block to construct or repair walls, partitions, arches, sewers, and other structures: Lays brick pavers for sidewalks. Measures distance from reference points and marks guidelines on working surface to lay out work. Spreads soft bed (layer) of mortar that serves as base and binder for block, using trowel. Applies mortar to end of block and positions block in mortar bed. Taps block with trowel to level, align, and embed in mortar, allowing specified thickness of joint. Removes excess mortar from face of block, using trowel. Finishes mortar between brick with pointing tool or trowel. Breaks bricks to fit spaces too small for whole brick, using edge of trowel or brick hammer. Determines vertical and horizontal alignment of courses, using plumb bob, gaugeline (tightly stretched cord), and level. Fastens brick or terra cotta veneer to face of structures, with tie wires embedded in mortar between bricks, or in anchor holes in veneer brick. May weld metal parts to steel structural members. May apply plaster to walls and ceiling using trowel, to complete repair work.

Lays firebrick and refractory tile to build, rebuild, reline, or patch high-temperature or heating equipment, such as boilers, ovens, furnaces, converters, cupolas, ladles, and soaking pits, according to job orders and blueprints: Lays out work, using chalklines, plumb bobs, tapes, squares, and levels. Calculates angles and courses for building walls, arches, columns, corners and bottoms. Removes burned or damaged brick and cleans surface of setting, using sledgehammer, pry bar, pneumatic chipping gun, scraper and wire brush. Cuts firebrick or refractory materials to size, using brick hammer or powered abrasive saw with refractory or firebrick blade. Spreads fire-clay mortar over brick with trowel and lays brick in place. Spreads or sprays refractories over exposed bricks to protect bricks against deterioration by heat, using trowel or spray gun. Positions or bends special frame or hanger over casings to lay arches. Cuts, notches, or drills openings to provide outlets, pyrometer mountings, brackets and heating elements, using handtools. Patches or replaces firebrick linings of ladles and furnace tap holes. Constructs refractory forms for controlling quantity and flow of molten materials from furnace to rolling machines. May replace bolts, brackets, and heating elements, repair coke oven doors, weld cracks or holes in shell, or perform other repairs.

May pack insulation into shells and frames to insulate heating equipment, such as furnaces, boilers, and ovens. Sets stone to build stone structures, such as piers, walls and abutments, or lays walks, curbstones, or special types of masonry, such as alberene (acid-resistant soapstone for vats, tanks, and floors), using mason's tools: Shapes stone preparatory to setting, using chisel hammer, and other shaping tools. Spreads mortar over stone and foundation with trowel and sets stone in place by hand or with aid of crane. Aligns stone with plumbline and finishes joints between stone with pointing trowel. May spread mortar along mortar guides to ensure joints of uniform thickness. May clean surface of finished wall to remove mortar, using muriatic acid and brush. May set cut and dressed ornamental and structural stone in buildings.

CARPENTER

Constructs, erects, installs, and repairs structures and fixtures of wood, plywood, and wallboard, using carpenter's handtools and power tools, and conforming to local building codes: Studies blueprints, sketches, or building plans for information pertaining to type of material required, such as lumber or fiberboard, and dimensions of structure or fixture to be fabricated. Selects specified type of lumber or other materials. Prepares layout, using rule, framing square, and calipers. Marks cutting and assembly lines on materials, using pencil, chalk, and marking gauge. Shapes materials to prescribed measurements, using saws, chisels, and planes. Assembles cut and shaped materials and fastens them together with nails, dowel pins, or glue. Verifies trueness of structure with plumb bob and carpenter's level. Erects framework for structures and lays subflooring. Builds stairs and lays out and installs partitions and cabinet work. Covers subfloor with building paper to keep out moisture and lays hardwood, parquet, and wood-strip-block floors by nailing floors to subfloor or cementing them to mastic or asphalt base. Applies shock-absorbing, sound-deadening, and decorative paneling to ceilings and walls. Fits and installs prefabricated window frames, doors, doorframes, weather stripping, interior and exterior trim, and finish hardware, such as locks, letterdrops, and kick plates. Constructs forms and chutes for pouring concrete. Erects scaffolding and ladders for assembling structures above ground level. May weld metal parts to steel structural members. Installs insulation (not sprayed urethane or polyurethane) in connection with carpentry work. Builds rough wooden structures, such as concrete forms with stakes, pins, wedges, nails, screws, zip ties, wire or other bonding materials, including insulated concrete form systems (ICF)*. Builds scaffolds, tunnel and sewer supports, and temporary frame shelters, according to sketches, blueprints, or oral instructions: Examines specifications to determine dimensions of structure. Measures boards, timbers, or plywood, using square, measuring tape, and ruler and marks cutting lines on materials, using pencil and scriber. Saws boards and plywood panels to required sizes. Nails cleats (braces) across boards to construct concrete-supporting forms. Braces forms in place with timbers, tie rods, and anchor bolts, for use in building concrete piers, footings, and walls. Erects chutes for pouring concrete. Cuts and assembles timbers to build trestles and cofferdams. Builds falsework to temporarily strengthen, protect, or disguise buildings undergoing construction. Erects scaffolding for buildings and ship structures and installs ladders, handrails, walkways, platforms, and gangways. Installs door and window bucks (rough frames in which finished frames are inserted) in designated positions in building framework, and braces them with boards nailed to framework. Installs subflooring in buildings. Nails plaster grounds (wood or metal strips) to studding to provide guide for plasterer. Fits and nails sheathing (first covering of boards) on outer walls and roofs of buildings. Setting and driving of wooden fence posts.

Plans gypsum drywall installations, erects metal framing and furring channels for fastening drywalls, and installs drywall to cover walls, ceilings, soffits, shafts, and movable partitions in residential, commercial, and industrial buildings: Reads blueprints and other specifications to determine method of installation, work procedures, and material, tool, and work aid requirements. Lays out reference lines and points for use in computing location and position of metal framing and furring channels and marks position for erecting metalwork, using chalkline. Measures, marks, and cuts metal runners, studs, and furring channels to specified size, using tape measure, straightedge and hand-and portable power-cutting tools. Secures metal framing to walls and furring channels to ceilings, using hand and portable power tools. Measures and marks cutting lines on drywall, using square, tape measure, and marking devices. Scribes cutting lines on drywall, using straightedge and utility knife and breaks board along cut lines. Fits and fastens board into specified position on wall, using screws, hand or portable power tools, or adhesive. Cuts openings into board for electrical outlets, vents or fixtures, using keyhole saw or other cutting tools. Measures, cuts, assembles and installs metal framing and decorative trim for windows, doorways, and vents. Fits, aligns, and hangs doors and installs hardware, such as locks and kickplates.

Installs plasterboard or other wallboard to ceilings and interior walls of building, using handtools and portable power tools: Installs horizontal and vertical metal or wooden studs for attachment of wallboard on interior walls, using handtools. Cuts angle iron and channel iron to specified size, using hacksaw, and suspends angle iron grid and channel iron from ceiling, using wire. Scribes measurements on wallboard, using straightedge and tape measure, and cuts wallboard to size, using knife or saw. Cuts out openings for electrical and other outlets, using knife or saw. Attaches wallboard to wall and ceiling supports, using glue, nails, screws, hammer, or powered screwdriver. Trims rough edges from wallboard to maintain even joints, using knife. Nails prefabricated metal pieces around windows and doors and between dissimilar materials to protect drywall edges. May remove plaster, drywall, or paneling during renovation project, using crowbar and hammer. Installs metal molding at corners in lieu of sealant and tape. The installation of exterior wall panels, including but not limited to panels made of metal, aluminum, vinyl, wood, or any other material. In connection with exterior wall panels, the installation of any insulation or other underlayment materials that are installed in connection with such wall panels, as well as any connections used to secure said panels to the structure or any building, window and door mounts and trim, exterior penetrations in any panels, and any sealant or waterproofing materials related to exterior wall panels.

’ **Note: Installation of forms is also found in other classifications relating to other trades.**

CEMENT FINISHER

Smoothes and finishes surfaces of poured concrete floors, walls, sidewalks, or curbs to specified textures, using handtools or power tools, including floats, trowels, and screeds: Signals concrete deliverer to position truck to facilitate pouring concrete. Moves discharge chute of truck to direct concrete into forms. Spreads concrete into inaccessible sections of forms, using rake or shovel. Levels concrete to specified depth and workable consistency, using hand held screed and floats to bring water to surface and produce soft topping. Smoothes and shapes surfaces of freshly poured concrete, using straightedge and float or power screed. Finishes concrete surfaces, using power trowel, or wets and rubs concrete with abrasive stone to impart finish. Prepares cement surfaces by using a steel shotblaster, scarifier or diamond grinder.

Removes rough or defective spots from concrete surfaces, using power grinder or chisel and hammer, and patches holes with fresh concrete or epoxy compound. Molds expansion joints and edges, using edging tools, jointers, and straight edge.

May sprinkle colored stone chips, powdered steel, or coloring powder on concrete to produce prescribed finish. May produce rough concrete surface, using broom. May mix cement, using hoe or concrete-mixing machine. Mixes and applies epoxy to cement. May direct subgrade work, mixing of concrete.

ELECTRICAL LINE WORKER

Installs, maintains, repairs and replaces transmission and distribution power lines and circuits to conduct electrical energy outside of isolated plants and the property lines of any given property, but not electric signs, and not street electrical decorations, except when messenger or guy wire is necessary for support and when fed and controlled from the street. Directs workers in installing light poles or tower equipment, and determines whether light poles or tower equipment are properly aligned. Climbs poles and installs necessary hardware, including insulators, voltage regulators, capacitors or sectionalizers. Strings wire conductors between erected poles. Splices, solders, and insulates conductors and related wiring to join sections of power lines and, to connect transformers and electrical accessories. Constructs and installs ground wires and/or ground rods, guy wires and crossarms, including installing a brace for crossarm if needed. Installs footings for towers if necessary.

Installs, maintains, repairs and replaces traffic signals. Assembles poles and other hardware, as well as the lighting fixture or traffic light. After the fixture is attached on the pole, directs workers in placing the pole. When the pole is set, attaches the pole with anchor bolts and then pulls and terminates cables. Cuts sensor loops in the asphalt and places sensors in the road for traffic signals. Programs control cabinets and after installation is complete, connects and tests power.

ELECTRICIAN

Plans layout, installs, and repairs wiring (low voltage and high voltage*****), electrical fixtures, apparatus, and control equipment, including fiberoptic systems, alarm systems and telecommunication equipment*: Plans new or modified installations to minimize waste of materials, provide access for future maintenance, and avoid unsightly, hazardous, and unreliable wiring, consistent with specifications and local electrical codes. Prepares sketches showing location of wiring and equipment, or follows diagrams or blueprints, ensuring that concealed wiring is installed before completion of future walls, ceilings, and flooring. Measures, cuts, bends, threads, assembles, and installs electrical conduit, using tools, such as hacksaw, pipe threader, and conduit bender. Drills holes in concrete for the placement of electrical wiring. Installs pull wire in empty conduit. Pulls wiring through conduit. Splices wires by stripping insulation from terminal leads, using knife or pliers, twisting or soldering wires together, and applying tape or terminal caps. Connects wiring to lighting fixtures and power equipment, using handtools. Installs control and distribution apparatus, such as switches, relays, and circuit-breaker panels, fastening in place with screws or bolts, using handtools and power tools. Connects power cables to equipment, such as electric range or motor, and installs grounding leads. Lays PVC pipe for main feed electric line.

Tests continuity of circuit to ensure electrical compatibility and safety of components, using testing instruments, such as ohmmeter, battery and buzzer, and oscilloscope. Observes functioning of installed equipment or system to detect hazards and need for adjustments, relocation, or replacement.

’ This is added as a clarification. These tasks have always been included within the description of tasks performed by Electricians.

ELEVATOR CONSTRUCTOR

Assembles and installs electric and hydraulic freight and passenger elevators, escalators, and dumbwaiters, determining layout and electrical connections from blueprints: Studies blueprints and lays out location of framework, counterbalance rails, motor pump, cylinder, and plunger foundations. Drills holes in concrete or structural steel members with portable electric drill. Secures anchor bolts or welds brackets to support rails and framework, and verifies alignment with plumb bob and level. Cuts prefabricated sections of framework, rails, and other elevator components to specified dimensions, using acetylene torch, power saw, and disc grinder. Installs cables, counterweights, pumps, motor foundations, escalator drives, guide rails, elevator cars, and control panels, using handtools. Connects electrical wiring to control panels and electric motors. Installs safety and control devices. Positions electric motor and equipment on top of elevator shaft, using hoists and cable slings.

GLAZIER

Installs glass in windows, skylights, store fronts, and display cases, or on surfaces, such as building fronts, interior walls, ceilings, and tabletops: Marks outline or pattern on glass, and cuts glass, using glasscutter. Breaks off excess glass by hand or with notched tool. Fastens glass panes into wood sash with glazier's points, and spreads and smoothes putty around edge of panes with knife to seal joints. Installs mirrors or structural glass on building fronts, walls, ceilings, or tables, using mastic, screws, or decorative molding. Bolts metal hinges, handles, locks, and other hardware to prefabricated glass doors. Sets glass doors into frame and fits hinges. May install metal window and door frames into which glass panels are to be fitted. May press plastic adhesive film to glass or spray glass with tinting solution to prevent light glare. May install stained glass windows. May assemble and install metal-framed glass enclosures for showers.

INSULATOR

Applies insulating material***,** including closed cell spray foam applied with airless spray machine to exposed surfaces of structures, such as air ducts, hot and cold pipes, storage tanks, and cold storage rooms; Reads blueprints and selects required insulation material (in sheet, tubular, or roll form), such as fiberglass, foam rubber, styrofoam, cork, or urethane, based on material's heat retaining or excluding characteristics. Prepares and applies fire stopping materials. Brushes adhesives on or attaches metal adhesive-backed pins to flat surfaces as necessary to facilitate application of insulation material.

Measures and cuts insulation material to specified size and shape for covering flat or round surfaces, using tape measure, knife, or scissors.

Fits, wraps, or attaches required insulation material around or to structure, following blueprint specifications. Covers or seals insulation with preformed plastic covers, canvas strips, sealant, or tape to secure insulation to structure, according to type of insulation used and structure covered, using staple gun, trowel, paintbrush, or caulking gun.

' **Note: Installation of insulation is also found in other classifications relating to other trades.**

IRONWORKER

Performs any combination of following duties (working as a member of a crew) to raise, place, and unite girders, columns, and other structural-steel, iron or fiber-reinforced polymers or other plastic members***** to form completed structures or structure frameworks and performs any combination of following duties to raise and place girders, columns or other members when performing demolition of completed structures or structure framework if material will be re-used: Sets up hoisting equipment for raising and placing members. Fastens members to cable of hoist, using chain, cable, or rope. Signals worker operating hoisting equipment to lift and place member. Guides member, using tab line (rope) or rides on member in order to guide it into position. Pulls, pushes, or pries members into approximate position while member is supported by hoisting device. Forces members into final position, using turnbuckles, crowbars, jacks, and handtools. Aligns rivet holes in member with corresponding holes in previously placed member by driving drift pin or handle of wrench through holes. Verifies vertical and horizontal alignment of members, using plumb bob and level. Bolts aligned members to keep them in position until they can be permanently riveted, bolted, or welded in place. Catches hot rivets tossed by rivet heater (heat treating) in bucket and inserts rivets in holes, using tongs. Bucks (holds) rivets while riveter, pneumatic, uses air-hammer to form heads on rivets. Cuts and welds members to make alterations, using oxyacetylene welding equipment.

Positions and secures steel bars in concrete forms to reinforce concrete: Determines number, sizes, shapes, and locations of reinforcing rods from blueprints, sketches, or oral instructions. Selects and places rods in forms, spacing and fastening them together, using wire and pliers. Cuts bars to required lengths, using hacksaw, bar cutters, or acetylene torch. May bend steel rods with handtools or rod bending machine. May reinforce concrete with wire mesh. May weld reinforcing bars together using arc- welding equipment. Welds deck pans on a bridge, reinforcing supports for the concrete structure.

Erects, trims, and fits together by means of bolts and clamps, iron grills, grating, and special stairways. Erects ornamental enclosures and other ironwork not included in structural ironwork. Installs chain link fences. Fastens ironwork to walls of buildings by means of bolts, brackets or anchors. Fastens newel posts, balusters, and other parts of stairways by fastening to supports or embedding them in sockets. Forges, welds, drills, and cuts as needed. Erects precast wall panels and prestressed roof panels by bolting, clamping or welding at the bottom to footing and at the top to steel joints as needed.

' **Hereinafter, "member/s" refers to structural steel, iron or fiber-reinforced polymers or other plastic material.**

LABORER

Laborers may not assist mechanics in the performance of mechanic's work using tools peculiar to an established trade. Their work is to be confined to the following manual tasks:

- Digging and filling holes and trenches;
- Removes excess dirt or grout away by hand from augers as the auger progresses;
- Except as provided in other classifications, loading, unloading and stockpiling materials;
- Cleaning and sweeping;
- Driving stakes;
- Stripping forms;
- Ripping out material which is to be discarded;
- Ground clean-up of roof removal work. Performs roof removal work for demolition (Roof removal work for roof replacement is performed by Roofers;)
- Clearing and grubbing;
- Flagging;
- Replacing painted lines on a road with tape strips, lay strips;
- Using a tool driven by compressed air, gas, or electric power to perform such work as breaking old pavement, loosening or digging hard earth, trimming bottom and sides of trenches, breaking large rocks, driving sheeting, chipping concrete, trimming or cutting stone, caulking steel plates, or compaction of earthen backfill;
- Tending a stationary or portable liquid asphalt kettle, starting fires (usually fuel oil) under the kettle, controlling heat applied to the kettle by regulating dials or burners, maintaining desired temperature in asphalt, regulating valves for discharge of asphalt from kettle; --Cleaning and pouring asphalt joints in concrete paving with nozzle or can; Taking care of asphalt kettle and keeping heaters;
- Operating control lever on non-powered asphalt spreader pulled behind dump truck, operating the screed on the back of an asphalt spreader;
- Distributing asphaltic road-building materials evenly over road surface by raking and brushing materials to correct thickness; may control straightedge to regulate width and depth of materials; directing "Asphalt Shovelers" when to add or take away material to fill low spots or to reduce high spots;
- Manually operating a stationary or portable batching scale that weighs out concrete materials; adjusting scales for required weight of the materials; operating controls that admit materials separately from storage hoppers to weighing bins; observing scales or indicators that show when proper amount of materials have been made; discharging materials from weighing bin into truck or other carrier or mixer; measuring materials by volume instead of weight;
- Assisting in the pouring of concrete by spreading concrete, cleaning and caring of cement mason's tools, mixing mortar used in the patching of concrete, and performing other tasks as may be directed by cement mason or plasterer; Mixing mortar for plasterers and delivering same to location where plasterer is working; cleaning and caring for tools and equipment used in the preparation and application of plaster;
- Operating a power driven chain saw to clear areas of timber; fells trees and sometimes cuts the fallen trees into short sections to facilitate their removal;
- Operating chippers and/or stump grinders;
- Operating a device used to burn holes, etc., through concrete; (this device consists of a
- consumable aluminum- magnesium rod inside a small iron pipe; oxygen is forced through the pipe under pressure, and the end of the assembly is lighted; the concrete is melted by the intense heat of the device);

- Driving self-propelled buggy to transport concrete from mixer or source of supply to place of deposit, operating levers to dump load, operating buggy by pushing or pulling by hand between mixer or other source to site of work;
- Operating small remote control vibrating compactor (such as a "whacker") in trenches;
- Preparing the surfaces of concrete masonry which is not to be finished (using tools other than those normally used by "Cement Masons") by patching holes and broken corners, and removing high spots and defective concrete;
- Operating a power driven, hand guided, water cooled saw which is used to cut through slabs of concrete, except as otherwise provided elsewhere;
- Cuts brick, cinder block and concrete slabs using power abrasive saw, including hand-held, table or walk-behind saw;
- Operating a machine which applies asphalt or concrete along the edge of highways or parking aprons to form a small curb;
- Using a cutting torch for demolition work on steel or other metal structures;
- Cleaning and vacuuming heating and air conditioning ductwork that does not involve any dismantling, reassembling, cutting or bending sheet metal;
- Disassembling lead ductwork for demolition;
- Removal of sheet metal ductwork for demolition;
- Fitting together, aligning and grading metal road forms for holding concrete in place on road and street surfaces; dismantling, moving and cleaning forms after concrete hardens;
- Installing preformed wire baskets by tapping hooks along the edge of the basket to keep it in place on highway projects;
- Keeping stakes and stringline set in place out in front of trenching machine so that machine will cut ditch in correct location; setting stakes so that pipelayers can fine-grade ditch and measure from the batter board down to correct depth of ditch;
- Assisting operator and handling the equipment and directing the placing of concrete or mortar that is moved by pressure or pneumatic equipment, such as gunite; may fine-grade and place wire mesh at times; may perform other related semi- skilled duties.
- Assisting brickmasons, stonemasons, and blockmasons by preparing mortar mix, either by hand or machine, delivering material to masons on scaffold, operating small material moving equipment such as power buggy, hoists, mortar mix pumps and other similar equipment; dismantles bricklayer scaffolds.
- Constructing a means of permanent access to water and sewer lines for maintenance purposes. Work consists of laying brick or concrete block starting form a concrete slab at bottom of ditch up to an approximate grade line near the surface of the ground; brick or block is laid in by eyesight and is normally not to a plumb line; chipped or culled brick can be used and quite often is; no effort may be made to keep mortar off the face of the brick and joints are not pointed; applies coating of concrete to interior and exterior surfaces, except where tools of the trade are involved, performs other related duties.
- Mechanically mixing mortar ingredients to proper consistency and delivering to mason on scaffold or at site of work; keeping materials supplied to mason and assisting according to directions of mason;
- Assembling large diameter metal culverts by bolting together semi-circular pieces of metal to form a complete circle, and bolting each section of this circle to similar sections which are placed adjacently, repeating these processes until the required length of culvert is formed.

- On utility projects, laying tile, concrete, or corrugated metal pipe; receiving pipe lowered from top of trench; inserting spigot end of pipe into bell end of last laid pipe; adjusting pipe to line and grade; sealing joints with cement or other sealing compound;
- Mixing plaster to be used in a machine which is designed to apply plaster to surfaces by means of a hose; handling and maintaining hose, placing and moving machine, and servicing and maintaining machine;
- Cleaning, screening and feeding sand to hopper or pot of sandblasting machine;
- Supervising and assisting in locating, loading, and firing blast holes for breaking up hard materials; enlarging bottom of drilled holes by discharging small quantities of explosives; inserting detonator in charge of explosive, attaching fuse or electric wires, the stick and detonator forming a primer, the discharge of which effects the discharge of the remainder of the explosive; charging hole by placing explosive, including stick that contains detonator, in hole and tamping with a pole; depressing handle of blasting machine or lights fuse to fire explosive; may use prima-cord or delay caps;
- Carrying powder or other explosive to blaster or powderman and assisting by placing prepared explosive in hole, connecting lead wire to blasting machine, and performing other duties as directed;
- Attaching and assisting in the installation of guardrails (other than guardrails on bridges), guardrail posts, informational signs, and metal fencing (including barbed wire and woven wire, excluding chain link and security fencing) which is used to define right of way, medians, or driving lanes or provide safety for such areas using small hand tools such as hammer and spud wrench;
- Cleaning and preparing surfaces by the use of sandblasting equipment; sanding floors using buff machines or floor sanding machines;
- Cleaning and dressing the slopes of roadway cuts and embankments while suspended by ropes or cables using hand tools as required;
- Lowering hose-like flexible shaft of vibrator into newly poured concrete; starting power unit and holding shaft, allowing hammerhead on shaft to vibrate, thus compacting the concrete (air, electric, or gasoline operated vibrators are used);
- Operating hand guided vibratory or impact compactor, adjusting levers, throttles and other devices necessary for operation;
- Setting up and operating drilling mechanism that drills holes into concrete of rock; leveling machine by placing timbers under wheels; inserting and fastening drill steel in chuck; adjusting angle of drill tower and bolts into position; controlling drilling and speed of drill by moving levers;
- Assisting in setting up drill, assorting drill steels, and inserting drill steel into drill chuck (as Wagon, Air Track, Drill and Diamond Drillers' Tender - Outside); Lubricating drill;
- Cleans and washes windows;
- Handling the equipment and directing the placing of concrete or mortar 1 l/2" thickness or over that is moved by pneumatic equipment; may fine-grade; installing concrete around electrical conduits after pull-wires have been installed;
- Performing landscaping duties including site development, soil preparation, fertilizing, the building of garden accessories, preparation for the installation of garden sprinkler systems; operating small walking type farm equipment; duties shall not include electrical work, fencing, concrete retaining walls, or other work which is generally performed by skilled craftsmen;
- Assisting divers by performing tasks such as handling concrete hoses; handing tools to divers; delivering materials and monitoring two-way communication boxes; pouring epoxy material into piling encasements.

MILLWRIGHT

Installs machinery and equipment according to layout plans, blueprints, and other drawings in industrial establishment, using hoists, lift trucks, handtools, and power tools: Reads blueprints and schematic drawings to determine work procedures. Dismantles machines, using hammers, wrenches, crowbars, and other handtools. Moves machinery and equipment, using hoists, dollies, rollers, and trucks. Assembles and installs equipment, such as shafting, conveyors, and tram rails, using handtools and power tools. Constructs foundations for machines, using handtools and building materials, such as wood, cement, and steel.

Aligns machines and equipment, using hoists, jacks, handtools, squares, rules, micrometers, and plumb bobs. Assembles machines, and bolts, welds, rivets, or otherwise fastens them to foundation or other structures, using handtools and power tools. May operate engine lathe to grind, file, and turn machine parts to dimensional specifications. May repair and lubricate machines and equipment. May install robot and modify its program, using teach pendant. May perform installation and maintenance work as part of team of skilled trades workers.

PAINTER

Applies coats of paint, varnish, stain, enamel, or lacquer to decorate, waterproof and protect interior or exterior surfaces, trimmings, and fixtures of buildings and other structures, including decks for parking garages, roadway barriers and painting of roadway markings and lines with thermoplastic materials*: Reads work order or receives instructions from supervisor regarding painting. Smoothes surfaces, using sandpaper, brushes, or steel wool, and removes old paint from surfaces, using paint remover, scraper, wire brush, or blowtorch to prepare surfaces for painting. Fills nail holes, cracks, and joints with caulk, putty, plaster, or other filler, using caulking gun and putty knife. Selects premixed paints, or mixes required portions of pigment, oil, and thinning and drying substances to prepare paint that matches specified colors. Removes fixtures, such as pictures and electric switchcovers from walls prior to painting, using screwdriver. Spreads drop cloths over floors and room furnishings, and covers surfaces, such as baseboards, door frames, and windows with masking tape and paper to protect surfaces during painting. Paints surfaces, using brushes, spray gun, or paint rollers. Simulates wood grain, marble, brick, or tile effects. Applies paint with cloth, brush, sponge, or fingers to create special effects. Erects scaffolding or sets up ladders to perform tasks above ground level. May be designated according to type of work performed as Painter, Interior Finish (construction); Painter, Maintenance (any industry); or according to type of material used as Calciminer (construction); Varnisher (construction). May also hang wallpaper and fabrics. May wash surfaces prior to painting with mildew remover, using brush.

Seals joints between plasterboard or other wallboards to prepare wall surface for painting or papering: Mixes sealing compound by hand or with portable electric mixer, and spreads compound over joints between boards, using trowel, broadknife, or spatula. Presses paper tape over joint to embed tape into compound and seal joint, or tapes joint, using mechanical applicator that spreads compound and embeds tape in one operation. Spreads and smoothes cementing material over tape, using trowel or floating machine to blend joint with wall surface. Sands rough spots after cement has dried. Fills cracks and holes in walls and ceiling with sealing compound. May countersink nails or screws below surface of wall prior to applying sealing compound, using hammer or screwdriver.

* **This is added as a clarification. These tasks have always been included within the description of tasks performed by Painters.**

PILE DRIVER

Performs work involving pilings or sheeting of wood, concrete, steel or plastic on wharves, piers, docks, bulkheads, jetties, wooden bridges, ferry slips and pile foundations, including boring operations for the installation of auger cast piles. Sets up and tends all pile test loads. Performs any combination of the following duties in pile driving operations to raise and place wooden or concrete piles or steel sheeting: Sets up hoisting equipment for raising and placing wooden or concrete piles or steel sheeting sections to cable of hoist, using chain, cable or rope.

Signals worker operating hoisting equipment to lift and place the wooden or concrete pile or steel sheeting section. Guides wooden or concrete pile or steel sheeting section, using tab line (rope) or rides on pile or steel sheeting to guide it into position. Pulls, pushes or pries wooden or concrete pile or steel sheeting into place while pile or sheeting is supported by hoisting equipment. Dresses and caps the pilings which have been driven, and prepares them to receive the superstructure. Performs work in connection with shoring systems replacing sheeting (krings system and lagging). Installs tie-backs for the shoring system and tests shoring system.

Perform placement of rings, shores, bracing and jacking of all piles on the underpinning of buildings, bridges, railroads and all other underpinning operations. Handles, sets, secures, cuts and drills pre-cast piles and pile caps on bridges, piers, docks and wharves. Handles, sets, secures, cuts and drills pre-cast decking on piers, docks and wharves.

Repairs deteriorated pilings by installing a pile encasement.

PLASTERER

Applies coats of plaster to interior walls, ceilings, and partitions of buildings, to produce finished surface, according to blueprints, architect's drawings, or oral instructions, using handtools and portable power tools. Directs workers to mix plaster to desired consistency and to erect scaffolds. Spreads plaster over lath or masonry base, using trowel, and smoothes plaster with darby and float to attain uniform thickness. Sprays fireproof insulation onto steel beams. Applies scratch, brown, or finish coats of plaster to wood, metal, or board lath successively. Roughens undercoat with scratcher (wire or metal scraper) to provide bond for succeeding coats of plaster. Creates decorative textures in finish coat by marking surface of coat with brush and trowel or by spattering surface with pebbles. May install lathing. May mix mortar. May install guide wires on exterior surface of buildings to indicate thickness of plaster to be applied. May install precast ornamental plaster pieces by applying mortar to back of pieces and pressing pieces into place on wall or ceiling.

Molds and installs ornamental plaster panels and trim, and runs (casts) ornamental plaster cornices and moldings by either of following methods: (1) Spreads freshly mixed plaster on table or in forms with trowel when molding and installing ornamental trim. Shapes plaster by hand, using template and cuts trim to size after plaster has hardened.

Applies coat of plaster to wall and presses trim into position. (2) Nails wooden strips to wall and ceiling to serve as guide for template when casting (running) cornices or moldings. Applies plaster to wall or ceiling, using trowel. Pushes template over plaster, striking off excess plaster until desired shape and smoothness of molding is obtained.

Applies weatherproof, decorative covering of Portland cement or gypsum plaster to outside building surfaces, using handtools. Decorates final or finish coat by marking coat with sand, or with brush or trowel, or by spattering with small stones. May nail wire mesh, lath, or similar material to outside surfaces to serve as binding device to hold stucco in place. May apply stucco, using spray gun. May install guide wires on surface of buildings to indicate thickness of stucco to be applied.

PLUMBER/PIPEFITTER/STEAMFITTER

Lays out, assembles, installs, and maintains pipe systems, pipe supports, and related hydraulic and pneumatic equipment, for steam, hot water, heating, cooling, lubricating, sprinkling, and industrial production and processing systems, applying knowledge of system operation, and following blueprints: Unloads and handles material to be used by plumbers and pipefitters under this definition; Selects type and size of pipe, and related materials and equipment, such as supports, hangers, and hydraulic cylinders, according to specifications. Inspects work site to determine presence of obstructions and to ascertain that holes cut for pipe will not cause structural weakness. Plans installation or repair to avoid obstructions and to avoid interfering with activities of other workers. Cuts pipe, using saws, pipe cutter, hammer and chisel, cutting torch, and pipe cutting machine. Threads pipe, using pipe threading machine. Bends pipe, using pipe bending tools and pipe bending machine. Assembles and installs a variety of metal and nonmetal pipes, tubes, and fittings, including iron, steel, copper, and plastic. Connects pipes, using threaded, caulked, soldered, brazed, fused, or cemented joints and handtools. Secures pipes to structure with brackets, clamps, and hangers, using handtools and power tools. Installs and maintains hydraulic and pneumatic components of machines and equipment, such as pumps and cylinders, using handtools. Installs and maintains refrigeration and air-conditioning systems, including compressors, pumps, meters, pneumatic and hydraulic controls, and piping, using handtools and power tools, and following specifications and blueprints. Increases pressure in pipe system and observes connected pressure gauge to test system for leaks. May weld pipe supports to structural steel members. Performs welds on steel casing for sanitary sewers. May operate machinery to verify repair. May operate machinery to verify repair. May modify programs of automated machinery, such as robots and conveyors, to change motion and speed of machine, using teach pendant, control panel, or keyboard and display screen of robot controller and programmable controller. May be designated Steam Fitter when installing piping systems that must withstand high pressure.

Assembles, installs, and repairs pipes, fittings, and fixtures of heating, water, and drainage systems, according to specification and plumbing codes: Studies building plans and working drawings to determine work aids required and sequence of installations. Inspects structure to ascertain obstructions to be avoided to prevent weakening of structure resulting from installation of pipe. Locates and marks position of pipe and pipe connections and passage holes for pipes in walls and floors, using ruler, spirit level, and plumb bob. Cuts openings in walls and floors to accommodate pipe and pipe fittings, using handtools and power tools. Cuts and threads pipe, using pipe cutters, cutting torch, and pipe-threading machine. Bends pipe to required angle by use of pipe-bending machine or by placing pipe over block and bending it by hand.

Assembles and installs valves, pipe fittings, and pipes composed of metals, such as iron, steel, brass, and lead, and nonmetals, such as glass, vitrified clay, and plastic, using handtools and power tools. Joins pipes by use of screws, bolts, fittings, solder, plastic solvent, heat fusion equipment and caulks joints. Fills pipe system with water or air and reads pressure gauges to determine whether system is leaking.

Installs and repairs plumbing fixtures, such as sinks, commodes, bathtubs, water heaters, hot water tanks, garbage disposal units, dishwashers, and water softeners. Repairs and maintains plumbing by replacing washers in leaky faucets, mending burst pipes, and opening clogged drains. May weld holding fixtures to steel structural members.

Test, adjust and balance heating and cooling piping systems in commercial and industrial buildings using specialized tools and equipment to attain performance standards specified in system design. Adjusts flow control valves in piping to balance system using hand tools such as pliers, screwdriver, and wrenches.

Work with balancing personnel to perform tests to see if the heating and cooling systems are operating to specifications and detect malfunctions in piping system component parts.

POWER EQUIPMENT OPERATOR

Operates Steel and Stone handling equipment in connection with erection; Operates cranes, machine-handling machinery, cable spinning machine, helicopters, backhoes, cableways, conveyor loader, drag lines, keystones, all types of shovels, derricks, trench shovels, trenching machines, pippin type backhoe, hoists, pavers, milling machine, mucking machine, gradalls, front-end loaders, tandem scraper, drills (self- contained Drillmaster type), fork lift, motor patrols, batch plant with mixer, scraper and tournapull, rollers, spreaders, pan trucks, bulldozers, tractors, conveyors, pressure boilers, well drillers, ditch witch type trenchers, concrete breaking machines, fine grade machines, seamen pulverizing mixer, form line graders, road finishing machines, power boom, broom truck, street sweeper, seed spreader, grease truck (to provide fuel, lubrication and service for power equipment), wellpoints, compressors, pumps and machines similar to above. Sets up hollow stem auger equipment for attachment to crane. Included in this classification are mechanics for power equipment, tiremen on power equipment, asphalt plant engineers, maintenance engineer (power boat), firemen, oilers and deck hands (personnel boats), and grease truck helper.

ROOFER – COMPOSITION

Applies roofing materials, including insulation, underlayment, ice and water shield, felt paper, nailboard, vapor retarder, thermal layers, acoustic layers, waterproofing or protective materials in conjunction with the roof system, including metal roof systems. Applies low slope roof substrate materials used as vapor barrier, fireproofing, support or attachment surfaces for composition roof systems to the roof deck. Applies rigid insulation, including composite insulations having nailable surfaces bonded to the insulation, when used as components of low sloped roof systems or with waterproofing. Applies mineral aggregate, gravel, slag, ballast, pavers, protection boards, walkway pads and roof treads when used to surface or protect low slope composition roof systems or waterproofing. Installs base flashings, curb flashings and counter-flashings used to roof or waterproof intersecting surfaces on low slope roofs. Applies components of low slope composition roofing systems used to seal, coat and maintain the roof including roof cements, reinforcements, finishing and toppings. Applies spray-in-place foams such as urethane, polyurethane or polyisocyanurate and the coatings applied over them when used for roofing and waterproofing. Applies bituminous or asphaltic-based sheet, liquid, semi-liquid and/or pre-formed panels as necessary to waterproof low slope roofing system. Removes existing low slope composition roof materials in connection with the installation of a new composition roof at the same location. Removes existing sheet metal roofs and all associated components.

ROOFER – SHINGLE, SLATE AND TILE

Applies shingle, slate and tile roofing materials (including insulation incidental to the roof system) on steep slope roofs. Applies roofing felt, paper, membrane, and ice shield or vapor barrier as layer beneath shingle, slate and tile roofs. Aligns steep slope roofing material with roof edge and overlaps successive layers. Gauges distance of overlap with chalkline, gauge on shingling hatchet, or by lines on shingles. Fastens shingles to roof with asphalt, cement, or nails.

Cuts and punches holes in slate, tile, terra cotta or wood roofing shingles using punch and hammer. Applies rigid insulation, including composite insulation having nailable surfaces bonded to the insulation, to steep slope roofs where such installation is related to the application of shingle, slate and/or tile roofing materials. May construct and install prefabricated roof sections to rafters.

Removes existing shingle, slate and/or tile roof materials in connection with the application of a new shingle, slate and/or tile roof at the same location.

SHEET METAL WORKER

Plans, lays out, fabricates, assembles, installs, and repairs sheet metal parts, equipment, and products, utilizing knowledge of working characteristics of metallic and nonmetallic materials, machining, and layout techniques, using handtools, power tools, machines, and equipment: Reads and interprets blueprints, sketches, or product specifications to determine sequence and methods of fabricating, assembling, and installing sheet metal products. Selects gauge and type of sheet metal, such as galvanized iron, copper, steel, or aluminum, or nonmetallic material, such as plastics or fiberglass according to product specifications. Lays out and marks dimensions and reference lines on material, using scribers, dividers, squares, and rulers, applying knowledge of shop mathematics and layout techniques to develop and trace patterns of product or parts or using templates. Sets up and operates fabricating machines, such as shears, brakes, presses, forming rolls, and routers, to cut, bend, block and form, or straighten materials. Shapes metal material over anvil, block, or other form, using handtools. Trims, files, grinds, deburrs, buffs, and smoothes surfaces, using handtools and portable power tools. Welds, solders, bolts, rivets, screws, clips, caulks, or bonds component parts to assemble products, using handtools, power tools, and equipment. Installs assemblies in supportive framework according to blueprints, using handtools, power tools, and lifting and handling devices. Installs standing-seam metal roofs (but not insulation and other roofing material — refer to definition for Roofer-Composition - installed in conjunction with metal roof systems. Installs aluminum fascia on roofs. Inspects assemblies and installation for conformance to specifications, using measuring instruments, such as calipers, scales, dial indicators, gauges, and micrometers. Repairs and maintains sheet metal products. May operate computer-aided-drafting (CAD) equipment to develop scale drawings of product or system. May operate laser-beam cutter or plasma arc cutter to cut patterns from sheet metal.

Installs sheet metal ductwork to facilitate the movement of air. Disassembly of existing sheet metal ductwork in connection with the installation of new sheet metal ductwork at the same location.

Cuts, patches, disassembles and reassembles ducts in duct-cleaning operations. Tests, adjusts, and balances heating, cooling, and ventilation systems in commercial and industrial buildings using specialized tools and test equipment to attain performance standards specified in system design. Studies system blueprints, specifications and performance data to determine configuration and purpose of system components, such as motors, pumps, fans, switches and ducts. Discusses systems malfunctions with users to isolate problems. Inspects systems to verify system compliance with plans and specifications and to detect malfunctions in system components parts. Adjusts system controls to settings recommended by vendor to prepare to perform tests. Tests performance of air systems, using specialized tools and test equipment, such as pitot tube, manometer, anemometer, velometer, tachometer, psychrometer, thermometer, to isolate problems and to determine where adjustments are necessary. Opens or closes louvers in system ductwork to balance system, using hand tools such as pliers, screwdrivers, or wrenches. Discusses system operations with users to verify that malfunctions have been corrected. Installs insulation (not sprayed urethane or polyurethane) incidental to sheet metal work.

SOFT FLOOR LAYER

Applies blocks, strips, or sheets of shock-absorbing, sound- deadening, or decorative covering to floors, walls, and cabinets: Disconnects and removes obstacles, such as appliances and light fixtures. Sweeps, scrapes, sands, or chips dirt and irregularities from base surfaces, and fills cracks with putty, plaster, or cement grout to form smooth, clean foundation. Measures and cuts covering materials, such as rubber, linoleum or cork tile, and foundation material, such as felt, according to blueprints and sketches, using rule, straightedge, linoleum knife, and snips. Spreads adhesive cement over floor to cement foundation material to floor for sound-deadening, and to prevent covering from wearing at board joints. Lays out centerlines, guidelines, and borderlines on foundation with chalkline and dividers. Spreads cement on foundation material with serrated trowel. Lays covering on cement, following guidelines, to keep tile courses straight and butts edges of blocks to match patterns and execute designs. Joins sections of sheet covering by overlapping adjoining edges and cutting through both layers with knife to form tight joint. Rolls finished floor to smooth it and press cement into base and covering. May soften area of floor covering with butane torch to fit materials around irregular surfaces. May lay carpet.

Applies decorative steel, aluminum, and plastic tile (known as soft tile to distinguish from ceramic tile) to walls and cabinets of bathrooms and kitchens: Measures surface to locate center points and draws horizontal and vertical guidelines through them. Brushes waterproof compound over plaster surfaces to seal pores. Spreads adhesive cement over wall, using trowel or broad knife. Positions tile on cement, following specified pattern. Presses tile into cement. Removes excess cement from joints between tile to clean finished surface, using damp cloth or cleaning compound. Rolls sheet wall covering with hand roller to press into cement. May wipe grout into joints of tile to seal them.

SPRINKLER FITTER

Installs and maintains all fire protection and fire control systems including the unloading, handling by hand, power equipment and installation of all piping or tubing, appurtenances and equipment pertaining thereto, including both overhead and underground water mains, fire hydrants and hydrant mains, standpipes and hose connections to sprinkler systems, sprinkler tank heaters, air lines and thermal systems used in connection with sprinkler and alarm systems, also all tanks and pumps connected thereto, also included shall be CO-2 and Cardox Systems, Dry Chemical Systems, Foam Systems, Halon and all other fire protection systems, the locating of and cutting or coring of all holes for piping and the setting of all sleeves and inserts required for the installation of the work.

TERRAZZO/MARBLE/TILE SETTER

Cuts, tools, and sets marble slabs in floors and walls of buildings and repairs and polishes slab previously set in buildings: Trims, faces, and cuts marble to specified size, using power sawing, cutting, and facing equipment and handtools. Drills holes in slab and attaches bracket. Spreads mortar on bottom of slab and on sides of adjacent slabs. Sets block in position, tamps it into place, and anchors bracket attachment with wire. Fills joints with grout. Removes excess grout from marble with sponge.

Cleans and bevels cracks or chips on slabs, using handtools and power tools.

Heats cracked or chipped area with blowtorch and fills defect with composition mastic that matches grain of marble. Polishes marble and other ornamental stone to high luster, using power tools or by hand.

Applies cement, sand, pigment, and marble chips to floors, stairways, and cabinet fixtures to attain durable and decorative surfacing according to specifications and drawings: Spreads roofing paper on surface of foundation. Spreads mixture of sand, cement, and water over surface with trowel to form terrazzo base. Cuts metal division strips and presses them into terrazzo base so that top edges form desired design or pattern and define level of finished floor surface. Spreads mixture of marble chips, cement, pigment, and water over terrazzo base to form finished surface, using float and trowel. Scatters marble chips over finished surface. Pushes roller over surface to imbed chips. Allows surface to dry, and pushes electric-powered surfacing machine over floor to grind and polish terrazzo surface. Grinds curved surfaces and areas inaccessible to surfacing machine, such as stairways and cabinet tops, with portable hand grinder. May precast terrazzo blocks in wooden forms.

Applies tile to walls, floors, ceilings, and promenade roof decks, following design specifications: Examines blueprints, measures and marks surfaces to be covered, and lays out work. Measures and cuts metal lath to size for walls and ceilings with tin snips. Tacks lath to wall and ceiling surfaces with staple gun or hammer. Spreads plaster base over lath with trowel and levels plaster to specified thickness, using screed. Spreads concrete on subfloor with trowel and levels it with screed. Spreads mastic or other adhesive base on roof deck using serrated spreader to form base for promenade tile. Cuts and shapes tile with tile cutters and biters. Positions tile and taps it with trowel handle to affix tile to plaster or adhesive base.

TERRAZZO/MARBLE/TILE FINISHER

Supplies and mixes construction materials for Marble Setter, applies grout, and cleans installed marble: Moves marble installation materials, tools, machines, and work devices to work areas. Mixes mortar, plaster, and grout, as required, following standard formulas and using manual or machine mixing methods. Moves mixed mortar or plaster to installation area, manually or using wheelbarrow. Selects marble slab for installation, following numbered sequence or drawings. Drills holes and chisels channels in edges of marble slabs to install metal wall anchors, using power drill and chisel. Bends wires to form metal anchors, using pliers, inserts anchors into drilled holes of marble slab, and secures anchors in place with wooden stake and plaster. Moves marble slabs to installation site, using dolly, hoist, or portable crane. Fills marble joints and surface imperfections with grout, using grouting trowel or spatula, and removes excess grout, using wet sponge. Grinds and polishes marble, using abrasives, chemicals, and manual or machine grinding and polishing techniques. Cleans installed marble surfaces, work and storage areas, installation tools, machinery, and work aids, using water and cleaning agents. Stores marble, installation materials, tools, machinery, and related items. May modify mixing, material moving, grouting, polishing, and cleaning methods and procedures, according to type of installation or materials. May repair and fill chipped, cracked, or broken marble pieces, using torch, spatula, and heat sensitive adhesive and filler. May secure marble anchors to studding, using pliers, and cover ends of anchors with plaster to secure anchors in place. May assist Marble Setter to saw and position marble. May erect scaffolding and related installation structures.

Supplies and mixes construction materials for Terrazzo Worker, applies grout, and finishes surface of installed terrazzo: Moves terrazzo installation materials, tools, machines, and work devices to work areas, manually or using wheelbarrow. Measures designated amounts of ingredients for terrazzo or grout, using graduated containers and scale, following standard formulas and specifications, and loads portable mixer, using shovel. Mixes materials according to experience and requests from Terrazzo Worker and dumps mixed materials that form base or top surface of terrazzo into prepared installation site, using wheelbarrow. Applies curing agent to installed terrazzo to promote even curing, using brush or sprayer. Grinds surface of cured terrazzo, using power grinders to smooth terrazzo and prepare for grouting. Spreads grout across terrazzo to fill surface imperfections, using trowel. Fine grinds and polishes surface of terrazzo, when grout has set, using power grinders. Washes surface of polished terrazzo, using cleaner and water, and applies sealer, according to manufacturer's specifications, using brush. Installs grinding stone in power grinders, using handtools. Cleans installation site, mixing and storage areas, tools, machines and equipment, using water and various cleaning devices. Stores terrazzo installation materials, machines, tools, and equipment. May modify mixing, grouting, grinding, and cleaning procedures according to type of installation or material used. May assist Terrazzo Worker to position and secure moisture membrane and wire mesh prior to pouring base materials for terrazzo installation.

May spread marble chips or other material over fresh terrazzo surface and press into terrazzo, using roller. May cut divider and joint strips to size as directed. May cut grooves in terrazzo stairs, using power grinder, and fill grooves with nonskid material.

Supplies and mixes construction materials for Tile Setter, applies grout, and cleans installed tile: Moves tiles, tilesetting tools, and work devices from storage area to installation site manually or using wheelbarrow. Mixes mortar and grout according to standard formulas and request from Tile Setter, using bucket, water hose, spatula, and portable mixer.

Supplies Tile Setter with mortar, using wheelbarrow and shovel. Applies grout between joints of installed tile, using grouting trowel. Removes excess grout from tile joints with wet sponge and scrapes corners and crevices with trowel. Wipes surface of tile after grout has set to remove grout residue and polish tile, using nonabrasive materials. Cleans installation site, mixing and storage areas, and installation machines, tools, and equipment, using water and various cleaning tools. Stores tile setting materials, machines, tools, and equipment. May apply caulk, sealers, acid, steam, or related agents to caulk, seal, or clean installed tile, using various application devices and equipment. May modify mixing, grouting, trimming, and cleaning procedures according to type of installation or material used. May assist Tile Setter to position and secure metal lath, wire mesh, or felt paper prior to installation of tile. May cut marked tiles to size, using power saw or tile cutter. Restores, seals, rejuvenates tile and grout.

TRUCK DRIVER

Operates dumps, dumpsters, escort and pilot vehicles, flat body material trucks, form trucks, greasers (to provide fuel, lubrication and service for trucks) and steamers, panel truck, pick-ups, rubber-tired towing and pushing vehicles, A-frames, agitators or mixers, asphalt distributors, low-boys, semi- trailers, tandems, batch truck, euclid type or similar off-highway equipment, off-highway tandem back-dump, specialized earth moving equipment, twin engine equipment and double-hitched equipment, and equipment similar to above. This classification also includes truck mechanics.

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GENERAL REQUIREMENTS

TABLE OF ARTICLES

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 materiel or performing labor in the performance of the Contract, of all sums of money due the person for such labor and materiel. (The bond shall also contain the successful bidder's guarantee to indemnify and save harmless the State and the agency from all costs, damages and expenses growing out of or by reason of the Contract in accordance with the Contract.)

4.1.4 Invoking a Performance Bond – The agency may, when it considers that the interest of the State so require, cause judgement to be confessed upon the bond.

4.1.5 Within twenty (20) days after the date of notice of award of contract, the Bidder to whom the award is made shall furnish a Performance Bond and Labor and Material Payment Bond, each equal to the full amount of the Contract price to guarantee the faithful performance of all terms, covenants and conditions of the same. The bonds are to be issued

by an acceptable Bonding Company licensed to do business in the State of Delaware and shall be issued in duplicate.

4.1.6 Performance and Payment Bonds shall be maintained in full force (warranty bond) for a period of 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 pursing 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 action 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.

10.2 The Contractor shall notify the Owner in the event any existing hazardous material such as lead, PCBs, asbestos, etc. is encountered on the project. The Owner will arrange with a qualified specialist for the identification, testing, removal, handling and protection against exposure or environmental pollution, to comply with applicable regulation laws and ordinances. The Contractor and Architect will not be required to participate in or to perform this operation. Upon completion of this work, the Owner will notify the Contractor and Architect in writing the area has been cleared and approved by the authorities in order for the work to proceed. The Contractor shall attach documentation from the authorities of said approval.

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

10.4 The Contractor shall certify to the Owner that materials incorporated into the Work are free of all asbestos. This certification may be in the form of Material Safety Data Sheet (MSDS) provided by the product manufacturer for the materials used in construction, as specified or as provided by the Contractor.

ARTICLE 11: INSURANCE AND BONDS

11.1 The Contractor shall carry all insurance required by law, such as Unemployment Insurance, etc. The Contractor shall carry such insurance coverage as they desire on their own

property such as a field office, storage sheds or other structures erected upon the project site that belong to them and for their own use. The Subcontractors involved with this project shall carry whatever insurance protection they consider necessary to cover the loss of any of their personal property, etc.

11.2 Upon being awarded the Contract, the Contractor shall obtain a minimum of two (2) copies of all required insurance certificates called for herein, and submit one (1) copy of each certificate, to the Owner, within 20 days of contract award.

11.3 Bodily Injury Liability and Property Damage Liability insurance shall, in addition to the coverage included herein, include coverage for injury to or destruction of any property arising out of the collapse of or structural injury to any building or structure due to demolition work and evidence of these coverages shall be filed with and approved by the Owner.

11.4 The Contractor's Property Damage Liability insurance shall, in addition to the coverage noted herein, include coverage on all real and personal property in their care, custody and control damaged in any way by the Contractor or their Subcontractors during the entire construction period on this project.

11.5 Builders Risk (including Standard Extended Coverage Insurance) on the existing building during the entire construction period, shall not be provided by the Contractor under this contract. The Owner shall insure the existing building and all of its contents and all this new alteration work under this contract during entire construction period for the full insurable value of the entire work at the site. Note, however, that the Contractor and their Subcontractors shall be responsible for insuring building materials (installed and stored) and their tools and equipment whenever in use on the project, against fire damage, theft, vandalism, etc.

11.6 Certificates of the insurance company or companies stating the amount and type of coverage, terms of policies, etc., shall be furnished to the Owner, within 20 days of contract award.

11.7 The Contractor shall, at their own expense, (in addition to the above) carry the following forms of insurance:

11.7.1 Contractor's Contractual Liability Insurance

Minimum coverage to be:

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

11.7.2 Contractor's Protective Liability Insurance

Minimum coverage to be:

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

11.7.3 Automobile Liability Insurance

Minimum coverage to be:

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

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

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

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

11.7.5.2 Minimum Limit for all employees working at one site.

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

11.7.7 Social Security Liability

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

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

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

ARTICLE 12: UNCOVERING AND CORRECTION OF WORK

12.1 The Contractor shall promptly correct Work rejected by the Owner or failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed, and shall correct any Work found to be not in accordance with the requirements of the Contract Documents within a period of 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 of equipment, material or workmanship performed by the contractor or any of his subcontractors or suppliers. However, manufacturer's warranties and guarantees, if for a period longer than 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 SECTION 008113

STATE OF DELAWARE

DIVISION OF FACILITIES MANAGEMENT

DRUG TESTING FORMS

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OFFICE OF MANAGEMENT AND BUDGET

DIVISION OF FACILITIES MANAGEMENT

Statutory Authority: 29 Delaware Code, Section 6908(a)(6) (29 **Del.C.** §6908(a)(6))

FINAL

ORDER

4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects

NATURE OF THE PROCEEDINGS:

The Office of Management and Budget (OMB) initiated proceedings to adopt the Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects. The OMB proceedings to adopt regulations were initiated pursuant to 29 **Del.C.** Chapter 101 and authority as prescribed by 29 **Del.C.** Ch. 69, §6908(a)(6).

On January 1, 2015 (Volume 18, Issue 7), OMB published in the Delaware *Register of Regulations* its notice of proposed regulations, pursuant to 29 **Del.C.** §10115. It was requested that written materials and suggestions from the public concerning the proposed regulations be delivered to OMB by March 6, 2015 or be presented at a public hearing on February 11, 2015, after which time OMB would review information, factual evidence and public comment to the said proposed regulations.

Written comments were received during the public comment period and evaluated. The results of that evaluation are summarized in the accompanying "Summary of Evidence." This is OMB's "conclusion" and "order" as required by 29 **Del.C.** §10118(b).

SUMMARY OF EVIDENCE

In accordance with Delaware Law, public notices regarding proposed Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects were published in the *Delaware State News*, the *News Journal* and the Delaware *Register of Regulations*.

Written and verbal comments were received on the proposed regulations during the public comment period (January 1, 2015 through March 6, 2015). Individuals offering comments included:

- Dr. Brian Shinkle, DO, CIME.
- Mr. James Maravelias, President, Delaware Building & Construction Trades Council.

Public comments and the OMB (Agency) responses are as follows:

Brian Shinkle, DO, CIME

Comment: Studies show that blood/breath alcohol level directly correlates with impairment, but urine alcohol level has no correlation with impairment. Urine alcohol only reasonably shows that someone has used alcohol within the last few days, which is not illegal. You also cannot tell how much alcohol someone used via a urine alcohol test, due to variable urine dilution rates. A better model is to follow the DOT protocol which is to perform breath alcohol testing (which does correlate directly with blood alcohol level and impairment) and to perform this type of alcohol testing in one or all of the following scenarios: post-accident, random or reasonable suspicion.

Agency response: Thank you for your comment. This comment refers to Section 4.3 of the proposed regulation that reads as follows:

4.3 Employees subject to drug testing shall be tested using at a minimum a seven-panel protocol testing plus urine alcohol screening for the following:

Substance	**Common Name**	**Cutoff**
Marijuana metabolite		50 ng/ml
Cocaine metabolite		150 ng/ml
Opiate metabolite		2000 ng/ml
Acetylmorphine	Heroin metabolite	10 ng/ml
Phencyclidine	PCP	25 ng/ml
Amphetamines (including Methamphetamines)	Meth	500 ng/ml
MDMA	Ecstasy	250 ng/ml

Urine Alcohol		0.04% BAC

Inasmuch as the state has included testing for alcohol as a means to gauge impairment, OMB is in agreement that a urine alcohol test should not be specified. The specification has been changed to a more generic “alcohol test”.

James Maravelias, President, Delaware Building & Construction Trades Council

Comment: The seven panel test specified in Section 4.3 of the regulation is insufficient and should be changed to require a ten panel test. Keeping in mind that the goal is to provide the safest workplace for employees, protect the general public and instill Delawareans confidence that those individuals working on state funded projects are working safely, the ten-panel protocol is necessary to capture drugs that are highly abused, extremely addictive and can cause a deadly and unsafe work environment for all those around.

Agency response: Thank you for your comment. This comment refers to Section 4.3 of the proposed regulation that reads as follows:

4.3 Employees subject to drug testing shall be tested using at a minimum a seven-panel protocol testing plus urine alcohol screening for the following:

Substance	**Common Name**	**Cutoff**
Marijuana metabolite		50 ng/ml
Cocaine metabolite		150 ng/ml
Opiate metabolite		2000 ng/ml
Acetylmorphine	Heroin metabolite	10 ng/ml
Phencyclidine	PCP	25 ng/ml
Amphetamines (including Methamphetamines)	Meth	500 ng/ml
MDMA	Ecstasy	250 ng/ml
Urine Alcohol		0.04% BAC

There are no universal standards for the optimal number of panels that must be tested in an employee drug testing program. In fact, Federal DOT standards from which much of this regulation was modeled, requires a five panel testing regimen. The proposed regulation was constructed with a measure of flexibility by mandating “…..a minimum of seven-panel protocol testing….”, therefore allowing for additional panels to be tested. Accordingly the proposed regulation will not be further amended.

FINDINGS OF FACT:

The Department finds that the proposed regulation as set forth in the January 2015 *Register of Regulations* with the one insubstantial change noted in section 4.3 should be adopted. While the Office of Management and Budget appreciates the other suggestions brought forth, it is felt the existing content of the regulation as published in the January 2015 *Register of Regulations* represents a fair balance to protect management, labor and members of the public.

NOW THEREFORE, under the statutory authority and for the reasons set forth above, the Director of the Delaware Office of Management and Budget does hereby ORDER that the Regulation be, and that it hereby is, adopted and promulgated. The effective date of this Order is for all large public works projects advertised for bid on or after January 1, 2016.

Ann Shepard Visalli, Director
Office of Management and Budget

4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects

1.0 Purpose

The Office of Management and Budget (“Office”), has developed these regulations that require Contractors and Subcontractors to implement a program of mandatory drug testing for Employees who work on Large Public Works Contracts funded all or in part with public funds pursuant to 29 **Del.C.** §6908(a)(6). The regulations establish the mechanism, standards and requirements of a Mandatory Drug Testing Program that will be incorporated by reference into all Large Public Works Contracts awarded pursuant to 29 **Del.C.** §6962.

2.0 Definitions

"Contractor" means an entity such as, but not limited to, an individual, firm, partnership or corporation that has a contractual obligation to perform work for contracts awarded pursuant to 29 **Del.C.** §6962.

"Division of Facilities Management" **and** "**DFM**" means the Division of Facilities Management within the Office of Management and Budget.

"**Drug Testing Firm**" is an entity engaged in the business of providing drug testing services for businesses, individuals, governments or any entity that requires drug testing of Employees, applicants, licensees, etc., in compliance with these requirements.

"Employee" means an individual employed by a Contractor or Subcontractor who works on the Jobsite of a Large Public Works Contract but does not fulfill a clerical or administrative function. For the purpose of this definition, clerical or administrative functions shall refer to job responsibilities that do not generally require an employee to work outside of the Contractor's Jobsite office, home office or other employer-provided office. For the purposes of this regulation, the term "Employee" shall also include supervisors and foremen working on the Jobsite. The term "Employee" shall also include delivery personnel employed by a Contractor or Subcontractor working on or delivering materials and equipment to and from a Jobsite.

"Impairment" or "Impaired" means symptoms that an Employee while working may be under the influence of drugs or alcohol that may decrease or lessen the Employee's performance of the duties or tasks of the Employee's job position, including symptoms of the Employee's speech, walking, standing, physical dexterity, agility, coordination, actions, movement, demeanor, appearance, clothing, odor, irrational or unusual behavior, negligence or carelessness in operating equipment, machinery or production or manufacturing processes, disregard for the safety of the Employee or others, or other symptoms causing a reasonable suspicion of the use of drugs or alcohol.

"Jobsite" means the site or area directly or indirectly owned, operated or controlled by the Owner in which the Contractor or Subcontractor performs work or delivers services to the Owner. For the purpose of this definition, "Jobsite" does not mean a remote work site not under the direct or indirect control of the Owner in which work is performed to fulfill the Contractor's or Subcontractor's obligations.

"Large Public Works Contract" means a contract for a public works construction awarded pursuant to 29 **Del.C.** §6962.

"Mandatory Drug Testing Program" and "**Program**" means a defined set of basic procedures, requirements and rules that must be used by a Contractor or Subcontractor to test Employees for drugs in compliance with these requirements.

"Owner" is the state agency, school district or entity that awards a Large Public Works Contract to a Contractor pursuant to 29 **Del.C.** §6962.

"Positive Test Result" **and** "**Fail a Drug Test**" means the result reported by a Health and Human Services certified laboratory when a specimen contains a drug or drug metabolite equal to or greater than the cutoff concentration. For purposes of these regulations, an Employee shall not be considered to have a Positive Test Result nor shall an Employee be considered to "Fail a Drug Test" if:

- The Employee is a Registered Qualifying Patient and;
- The drug detected was marijuana, a component of marijuana, or marijuana metabolites.

"Random Drug Testing" means that an Employee is chosen at random for testing without advance notice, from a pool of Employees working on the Jobsite. Specific requirements for random drug testing conducted under these regulations are described in Section 5.0.

"Registered Qualifying Patient" means a person (1) validly issued and in possession of an unexpired Registry Identification Card as defined by 16 **Del.C.** §4902A (14), and (2) subject to confirmation through a "verification system" as set forth at 16 **Del.C.** §4902A(17).

"Subcontractor" means an entity such as, but not limited to, an individual, firm, partnership or corporation that has a contractual obligation to perform work for, or supply services to a Contractor as defined in section 2.1.

"Testing Result Forms" means a form summarizing drug testing completed monthly by the Contractor and Subcontractor and submitted to the Owner in accordance with requirements contained in the bid solicitation.

3.0 Employee drug testing documentation requirements.

3.1 The following documentation requirements apply:

3.1.1 At bid submission - A solicitation for a Large Public Works Contract must require each Contractor that submits a bid for the work to submit with the bid signed individual affadavit(s) for the Contractor and each listed Subcontractor certifying that the Contractor and Subcontractor has in place or will implement during the entire term of the contract a Mandatory Drug Testing Program for their Employees that complies with this regulation.

3.1.2 Two business days prior to contract execution – The awarded Contractor shall provide to the Owner copies of the Employee Drug Testing Program for the Contractor and for all listed Subcontractors.

3.1.3 During contract execution – Contractors that employ additional Subcontractors on the jobsite may do so only after submitting a copy of the Subcontractor's Employee Drug Testing Program. A Contractor or Subcontractor shall not commence work until the Owner has concluded the Employee Drug Testing Program complies with this Regulation as per Section 3.2.

3.1.4 In the event of an emergency a Contractor may employ additional Subcontractors on the jobsite prior to submitting the Subcontractor's Employee Drug Testing Program provided that said Program is submitted to the Owner as soon as practicable.

3.2 A Contractor or Subcontractor shall be treated as having a Mandatory Drug Testing Program that complies with this regulation if the Program includes the following:

3.2.1 The Program meets the minimum standards in section 4.0 of this regulation.

3.2.2 The Program provides for the frequency of testing of Employees as per section 5.0 of this regulation:

3.2.3 The Program imposes disciplinary measures on an Employee who fails a drug test as per section 6.0 of this regulation.

3.3 Prequalified Contractors and Subcontractors – A Contractor or Subcontractor may meet the provisions of Section 3.1 if they are Prequalified through the DFM Prequalification and if the DFM Prequalification includes provisions requiring an Employee Mandatory Drug Testing Program that meet the requirements of Sections 4.0, 5.0 and 6.0 of this Regulation

3.4 The State shall not be obligated to pay, and the Contractor or Subcontractor shall expressly agree that, any portion of work performed by a Contractor or Subcontractor commenced before that Contractor or Subcontractor has complied with Sections 3.1 and 3.2 provided however that emergency work as referenced in 3.1.4 may not be subject to this provision.

4.0 Minimum Standards for a Mandatory Drug Testing Program

4.1 Testing for the presence of drugs in an Employee's system and the handling of test specimens shall be conducted in accordance with guidelines for the collection, chain-of-custody procedures, laboratory testing, and Medical Officer Review procedures contained within the Mandatory Guidelines for Federal Workplace Drug Testing Programs published by the Substance Abuse and Mental Health Services Administration (SAMHSA). http://workplace.samhsa.gov/DrugTesting/Level_1_Pages/mandatory_guidelines5_1_10.html

All tests must be processed by a federal Health and Human Services certified laboratory. Contractors must provide documentation detailing the procedures used in the collection, testing and reporting of drug tests sufficient to show conformance with SAMHSA guidelines.

4.2 Contractors and Subcontractors subject to these regulations may procure the services of an appropriate Drug Testing Firm to administer their program. A Contractor or Subcontractor may also implement a Mandatory Drug Testing Program using in-house personnel and resources. However a Contractor or Subcontractor doing so shall have to demonstrate that the program meets or exceeds the requirements specified herein to the satisfaction of the Owner.

4.3 Employees subject to drug testing shall be tested using at a minimum a seven-panel protocol testing plus **[~~urine~~]** alcohol screening for the following:

Substance	Common Name	Cutoff
Marijuana metabolite		50 ng/ml
Cocaine metabolite		150 ng/ml
Opiate metabolite		2000 ng/ml
Acetylmorphine	Heroin metabolite	10 ng/ml
Phencyclidine	PCP	25 ng/ml
Amphetamines (including Methamphetamines)	Meth	500 ng/ml
MDMA	Ecstasy	250 ng/ml
[~~Urine~~] Alcohol		0.04% BAC

4.4 The frequency of Random Drug Testing and the methodology for selecting Employees to be screened are defined in section 5.0 and shall be incorporated into Contractor and Subcontractor mandatory testing procedures. A Contractor or Subcontractor may incorporate rules or requirements that exceed the requirements defined herein.

5.0 Drug Testing Requirements – Frequency for the Testing of Employees

5.1 Initial Drug Testing - Employees commencing work on a Jobsite must be tested with the exception that an Employee who has passed a random or scheduled drug test within the past 60 days from the date of commencing work shall be permitted to work at the Jobsite without further testing; however, the Employee is still subject to random testing.

5.2 Random Drug Testing - During the course of a project, each Contractor and Subcontractor with Employees on the Jobsite shall implement Random Drug Testing according to the following requirements.

5.2.1 All Employees will be subject to random, unannounced testing.

5.2.2 The selection of Employees shall be made by a scientifically valid method of randomly generating an Employee identifier from a Contractor or Sub-contractor's pool of Employees.

5.2.3 No less that 10% of a Contractor's or Subcontractor's anticipated workforce based on construction schedules validated by certified payrolls shall be randomly selected each month for testing. Contractors or Subcontractors with less than 10 Employees shall test at least one of their Employees, selected randomly per month. Each Employee shall have an equal chance of selection each time the selection is made. Because the selection process is random, some Employees may not be tested within a year, while others may be tested more than once.

5.2.4 Employees notified that they have been selected must report within four hours for testing to a site specified. Employees so notified must have been given such notification at least four hours before the scheduled closing time of the testing facility. Any failure to report for random testing, or to cooperate with the testing procedure shall be considered a positive result.

5.2.5 Purposely impeding or delaying an Employee's fulfillment of the testing requirements herein by a Contractor or Subcontractor may subject the Contractor or Subcontractor to sanctions listed in Section 8.

5.3 Reasonable Suspicion Testing – An Employee will be required to take a drug test at any time his or her employing Contractor, Subcontractor or the Owner reasonably believes that he or she has an Impairment caused by drugs and/or alcohol. Further, an Employee may be required to take a drug test at any time his or her employing Contractor, Subcontractor or the Owner finds drug paraphernalia and/or open alcohol containers on the Jobsite.

5.4 Return to Duty Testing – As required in Section 9.0.

5.5 Accident Triggered Testing – An Employee will be required to take a drug test and may be subject to an onsite alcohol breathalyzer test at any time there is a Jobsite accident involving loss or significant property damage, injury or death to an Employee of the Contractor, Subcontractor, or Owner or member of the public.

5.5.1 As soon as practicable following an accident, the Contractor will notify the Employee(s) whose performance could have contributed to the accident of the need for the test.

5.5.2 The appropriate Contractor shall ensure that an Employee, required to be tested under this section, is tested as soon as practicable, but no longer than 4 hours after the accident. Employees so notified must have been given such notification at least four hours before the scheduled closing time of the testing facility. If the drug test is not conducted within 4 hours, attempts to conduct the test must cease and the reasons for the failure to test documented.

5.5.3 An Employee who is subject to post-accident testing who fails to remain readily available for such testing, including notifying a supervisor of his or her location if he or she leaves the scene of the accident prior to submission to such test, may be deemed to have refused to submit to testing.

5.5.4 If an Employee fails or refuses to be tested, he/she must be removed from the Jobsite.

5.5.5 Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident, or to prohibit an Employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care.

5.6 All testing required by this section shall be administered according to the standards outlined in Section 4.0.

6.0 Consequences of a Positive Test Result

6.1 The disciplinary measures contained within a Contractor's or Subcontractor's drug testing program for an employee who tests positive to a mandatory drug test must include at a minimum, all of the following:

6.1.1 The Employee is subject to an immediate suspension from any public works Jobsite.

6.1.2 The Employee is not eligible for reinstatement by the Contractor or Subcontractor to any public works Jobsite until 30 days after the Employee tests negative on a seven drug panel plus alcohol test certified by a medical review officer.

6.1.3 The Employee is subject to unscheduled monthly random testing for at least one (1) year after reinstatement, or during the term of the Large Public Works Contract, whichever is less.

6.1.4 An Employee who has tested positive for more than one drug test within a three year period shall be permanently banned from working at public works Jobsites.

6.1.5 An Employee who has tested positive for marijuana, a component of marijuana, or marijuana metabolites and is a Registered Qualifying Patient shall be exempted from the disciplinary actions contained in this section unless:

6.1.5.1 The Employee was Impaired by marijuana at the Jobsite

6.1.5.2 Employment of the Registered Qualifying Patient would cause the Owner to lose monetary or licensing-related benefits under Federal law.

6.2 A Contractor or Subcontractor shall report the Positive Test Result to the Employee's professional licensing board, if applicable.

7.0 Contractor and Subcontractor Certification of Compliance with Regulations

7.1 During the term of the contract:

7.1.1 During the term of the contract, Contractors and Subcontractors shall submit Testing Report Forms to the Owner as set forth herein:

7.1.1.1 The Testing Report Forms shall be submitted to the Owner no less than quarterly.

7.1.1.2 An Owner may require monthly submissions of the Testing Report Forms.

7.1.1.3 A Contractor or Subcontractor that is employed on the Jobsite for less than 30 days shall not be subject to the reporting requirements contained in Sections 7.1.1 and 7.1.2 of this regulation, unless the Owner specifies that such reporting is required in the Invitation to Bid or Specifications relating to the work to be performed.

7.1.2 The forms shall at a minimum contain the following information:

7.1.2.1 The number of Employees who worked on the Jobsite during the previous month.

7.1.2.2 The number of Employees subjected to random testing during the previous month.

7.1.2.3 The number of negative results and the number of positive results.

7.1.2.4 Action taken by the Contractor or Subcontractor on an Employee who failed or tested positive to a random test.

7.1.3 Testing Result Forms may be submitted electronically to an Owner.

7.1.4 Any Positive Test Result including the Employee name and action taken in response by a Contractor or Subcontractor must be reported by the Contractor or Subcontractor to the Owner within 24 hours of the Contractor or Subcontractor receiving the test results. A Positive Test Result must be submitted to the Owner in writing.

7.1.5 The Owner shall have the right to periodically audit all Contractor and Subcontractor test results at the Contractor or Subcontractor's offices.

7.1.6 The failure to comply with these reporting requirements shall be considered a material breach of any agreement relating to the performance of work by the Contractor or Subcontractor.

8.0 Penalties

8.1 A Contractor or Subcontractor on a Large Public Works contract that fails to implement a Mandatory Drug Testing Program in accordance with this regulation or falsifies testing results shall be subject to the following sanctions:

8.1.1 Written warning (1st offense).

8.1.2 Prohibition from bidding on new public works jobs for a period not to exceed three months (2nd offense) and one year (3rd offense).

8.1.3 For subsequent offenses, debarment or bond revocation.

8.2 Notwithstanding any other provision of this regulation, if any failure to comply with the requirements of this regulation are particularly flagrant or egregious, the Owner may seek a termination for cause, a temporary suspension, a determination that the Contractor or Subcontractor **[~~are~~ is]** not responsible, debarment or bond revocation, and any other statutory, common law, or equitable remedy.

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.

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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: _____

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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.

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SECTION 010100 - SUMMARY OF WORK

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. This section summarizes the scope of work to be performed at the Deerfield Golf Club located at 507 Thompson Bridge Road in Newark, DE.

B. Information in this section is provided as a general overview of the project scope, and as such, does not grant authority for deviation from the specifications for product, execution, or quality assurance contained in Sections 01010 through 16701, inclusive. The Contractor shall remain solely responsible for comprehensive review of all project documents including the contract drawings in preparation of his bid. The Contractor shall include, in his Base Bid and Alternate Bid Sums all costs associated with manufacturer required detail modifications to satisfy the manufacturers warranty requirements.

1.2 GENERAL PROJECT REQUIREMENTS

A. The following paragraphs are generally applicable requirements for performance of work on this project.

1. Construction details for the work of these specifications are as noted on the contract drawings. The project details shall govern product installation unless the product manufacturer requires a more stringent detail for purposes of proper product performance or system warranty, in which case, the manufacturer's detail will govern. In instances where specific conditions exist that vary from the project specification construction details or the manufacturer's standard details, the Contractor shall submit a manufacturer approved shop drawing for consideration by the owner. Installation shall not begin until approval by the Owner has been given.

2. Unless otherwise shown or noted on the contract drawings, existing, functional and salvageable, sheet metal counterflashings or coping metals shall be carefully handled to allow reuse after the specified roofing work is complete. Damage done to otherwise salvageable metal flashings shall be repaired via replacement with new metal in the damaged area or section.

3. As stated elsewhere in the contract documents, all safety, health, and environmental regulations of either local or national legislative bodies, as well as those of the product manufacturers, shall be complied with by the successful bidder for the project work. The cost of compliance with such regulations shall be included in the bidder's base bid without expectation for compliance waiver or change order.

4. The Contractor shall exercise all due precaution to prevent disruption to the occupancy of the facility interior or grounds. Every effort must be employed to prevent causing additional damage to the existing roof system while working in an adjacent area, point overloading of the roof deck, damage to roof areas not in this contract. In the event that new leaks or other such disruptive or damaging conditions are brought on as a result of the Contractor's negligence, poor judgment, or failure to comply with the project specification requirements, the Contractor shall repair such damage to the satisfaction of the Owner at no additional charge to the Owner.

5. During periods of precipitation, the Contractor shall be responsible for performing, at least daily, interior building inspections for leaks in the area of his work. Contractor's representative shall report

to the Owner's facility engineer to inquire about known building roof leaks. Should there be any such leaks, the Contractor shall repair them immediately to prevent interior building damage. All leak related damage to the building under areas the Contractor has worked on, or is working on, shall be repaired to the satisfaction of the Owner at no cost to the Owner.

6. The Contractor shall maintain a complete set of project specifications and contract drawings on the roof top during the course of work on this facility. Failure of proper installation by the Contractor, due to unavailability of project specifications or drawings on the roof, constitutes negligence.

1.3 GENERAL DESCRIPTION OF WORK

A. Area of Work:

1. **Base Bid Work** - All work specified for the Clubhouse Building located at the Deerfield Golf Club shall be performed in accordance with the project specifications and drawings and as generally described herein.

2. **Alternate Bid No. 1 Work** - All work specified for the Cart Barn Building located at the Deerfield Golf Club shall be performed in accordance with the project specifications and drawings and as generally described herein.

1.4 EXISTING ROOFING PREPARATION

A. Roof Removal

1. These paragraphs refer to the removal of existing **asbestos-free roofing materials** in preparation for installation of a new roof system. Perform removal and preparation work in accordance with Section 02050 of the project specifications and the contract drawings.

2. Unless otherwise shown in the contract drawings or the project specifications; gutter, downspout, scupper and drain locations shall remain in accordance with existing placement.

3. Demolition and removal of the listed materials will be accomplished in such a manner as to expose the structural deck and/or substrate under the material.

4. No more roofing material will be removed than can be replaced with new materials in the same day.

5. Remove or raise rooftop equipment including HVAC equipment, skylights, vents, ductwork, siding or other appurtenances in accordance with the contract drawing notation, project specifications, and as necessary to accommodate manufacturer's warranty requirements for a proper installation of the new roof system components. Raise all curbs for rooftop equipment, skylights, vents, ductwork, siding or other appurtenances at least 8 inches above the surface of each new roof membrane.

6. Raise or lower drains as necessary to accommodate the installation of the new roof system, and as required by the roof membrane manufacturer to obtain the specified warranty.

7. In the event that the existing roof insulation is water saturated and the removal process might produce interior leaks, the contractor shall tear off the roofing at parapet walls, penetrations, curbs, or other such deck penetrations or open joint areas first. Once exposed, open joints should be temporarily sealed to prevent insulation-borne water from being pressed out and entering the building through an open joint or around a deck penetration.

8. Except where noted in the specifications and shown on the contract drawings, should deteriorated or structurally unsound roof deck be found during the course of roof removal, the Contractor will cease demolition in that area and immediately notify the Owner of this condition. The Contractor will not proceed with the roof removal process in the affected area until direction for correcting the condition is received from the Owner. The exposed section of the roof deck will be made watertight until direction is received. Installation of new roof materials will constitute acceptance of the substrate and other questionable conditions by the Contractor.

9. Unless otherwise shown in the contract drawings or the project specifications, gutter, downspout, scupper and drain locations shall remain in accordance with existing placement.

1.5 NEW ROOF SYSTEM

A. The following paragraphs provide information on the type of roof systems to be installed on the roofs designated.

1. Roof System
   a. Canopy Roof @ Cart Barn Building: The existing roof system on this Roof Area shall be removed as specified in Section 02050 and receive an insulated fully adhered EPDM roofing system as specified in Section 075424.
   b. Roof Area N @ Cart Barn Building and Roof Areas E,K,M @ Clubhouse Building: The existing roof system on these Roof Areas shall be removed as specified in Section 02050 and receive These Roof Areas shall receive an Asphalt Shingle roof system as specified in Section 073113.
   c. Roof Areas A,B,C,D,F,G,H,I,J,L @ Clubhouse Building: The existing roof system on these Roof Areas shall be prepared as specified in Section 02050 and restored using a Liquid Applied Roof System as specified in Section 070150.76.

2. Roof Venting Boards

   a. Roof Area N @ Cart Barn Building Roof shall receive new roof venting boards to be installed in the Asphalt Shingle roof system as specified in Section 073113.

4. Carpentry (All Roof Areas)

   a. Carpentry work shall be in accordance with the contract drawings/details and as required by Section 061053 of the project specifications as necessary for proper installation of the specified roof system.

5. Roof Decking

   a. Canopy Roof @ Cart Barn Building:

   (1)Steel Roof Decking - Deteriorated or structurally unsound steel roof decking shall be removed and replaced with new roof decking, painted using rust inhibitor paint and/or roof decking defects

reinforced with steel plate using the methods and products specified in Section 053100 of the project specifications. **NOTE: This work shall be performed under a Unit Price authorized by the Owner.**

b. Roof Areas E, K, M @ Clubhouse Building; Roof Area N @ Cart Barn Building:
(1) Deteriorated or structurally unsound plywood roof decking shall be repaired using the products and methods specified in Section 06128 of the project specifications. **NOTE: This work shall be performed under a Unit Price authorized by the Owner.**

6. New Metal (All Roof Areas)

a. New roofing related, sheet metal required for either complete replacement of existing or for isolated section replacement shall be installed using the products and methods in accordance with the appropriate requirements of Section 076210 of the project specifications.

b. Metal accessories that are to remain for reuse shall be carefully handled and returned to usable condition upon completion of the roofing work. Damage done to such materials shall require replacement with new metal to match the original in thickness, type, attachment method, and configuration. Replacement shall be at the cost of the Contractor and subject to acceptance by the Owner regarding quality of workmanship and materials.

c. Damaged metal shall be construed to mean metal that has either been bent or disfigured to such degree that it cannot be properly reformed as to closely approximate the original installation or has been dislodged from its fastening point sufficiently as to prevent proper reinstallation.

7. Caulking (All Roof Areas)

a. Sealants and backer rod shall be installed at all points of termination or other locations necessary to render the entire roof system and related substrates watertight using the products and methods specified in Section 079210 of the project specifications.

1.6 ROOF DRAINS - Roof Areas A,B,C,D,F,G,H,I,J,L @ Clubhouse Building

A. The following paragraphs refer to testing of existing roof drains on all roof areas included under the contract scope for this project.

1. Flow Testing and Inspection
a. Prior to starting any work on the roofs of this project, the Contractor shall conduct flow tests for every drain or downspout on the roof areas designed for either replacement, recovering or repair.

b. Utilizing an ordinary 1-inch diameter garden type hose and an interior spigot, run water directly into each drain for not less than 15 minutes per drain and 5 minutes for each downspout whose outfall is into a storm drainage boot or otherwise not visible for flow verification.

c. Each drain found to be clogged or nonfunctional shall be recorded and dimensionally located in a written test report to be submitted to the Owner.

d. Upon completion of prestart flow testing and prior to commencing roof top operations, the Contractor shall install properly sized plumbing test plugs into the open pipe of each drain located

in close proximity to the work or traffic area. Plugs should have restrainer lines on them to tie off to the drain bowl for those drains with straight piping to prevent potential plug loss. Test plugs shall be removed from all drains at the end of each day's work prior to workmen leaving the roof top.

e. After completing all the roofing work on a given roof area, all drains and downspouts shall be retested for proper flow. Any drain found to be clogged or otherwise functional, that did not appear on the original test report as defective, shall be cleared and made free flowing at no cost to the Owner. The testing at this juncture shall be the same type and duration as that described in "b" above.

B. The following paragraphs refer to the requirements for repair and/or replacement of existing roof drains for those roof areas covered under the contract scope for this project.

1. Existing Drain Repair/Replacement
   a. Missing or broken drain assembly parts on existing roof drains identified as RD on the Roof Plan to remain in place shall be replaced using products specified in Section 154000 of the project specifications. In addition, all existing drain strainers, clamping rings and their bolts and washers shall be replaced.

   b. Where specifically shown on the roof plans of the contract drawings, the entire existing drain assembly identified as NRD on the Roof Plan shall be removed and discarded and replaced with a new roof drain assembly and drain piping using products and methods specified in Section 154000 of the project specifications. Contractor shall repair all ceilings, walls, etc., that had to be cut, demolished, or removed in order to install new drains and plumbing lines. All repairs shall match original construction as closely as possible to include materials, color and finish.

2. New Drain Installation

   a. Where specifically shown on Drawing A- 1, Roof Plan, of the contract drawings, and where required by the Owner, new roof drains and drain piping shall be installed where identified as NRDL on the Roof Plan and where designated by the Owner using products and methods specified in Section 154000 of the project specifications. Contractor shall repair all ceilings, walls, etc. that had to be cut, demolished, or removed in order to install new drains and plumbing lines. All repairs shall match original construction as closely as possible to include materials, color and finish. <u>NOTE: This work shall be performed under a Unit Price authorized by the Owner.</u>

1.7 LIGHTNING PROTECTION - All Roof Areas

A. The following paragraphs refer to the requirements for upgrading existing Lightning Protection System for those roof areas covered under the contract scope for this project.

1. Lightning Protection System
   a. Upgrade existing Lightning Protection System using products and methods specified in Section 16701 of the project specifications.

1.8 JOBSITE AND ROOF TOP CLEANING

A. The following paragraphs refer to the proper project cleaning procedure to be employed on this project.

1. General Debris

a. The Contractor shall keep all staging and work areas free of debris by policing these areas daily. This includes perimeter of dumpsters or trash containers.

b. Dumpsters used for work generated debris collection shall be covered nightly to prevent wind blown trash from leaving the container. Dumpsters shall not be filled to overflowing nor shall they be allowed to remain on site, in a filled condition, more than 24 hours before dumping.

c. Upon completion of work in an area, or change in the project staging area, all trash and debris shall be removed prior to departure.

2. Restoration of Project Grounds

a. Repairs or restoration to the project grounds, sidewalks, driveways, parking lots, trees, shrubs and lawn, where damaged due to construction activity, shall be performed to the complete satisfaction of the Owner.

END OF SECTION

SECTION 011400 - WORK RESTRICTIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 USE OF PREMISES

A. Use of Site: Limit use of premises to work in areas indicated. Do not disturb portions of site beyond areas in which the Work is indicated.

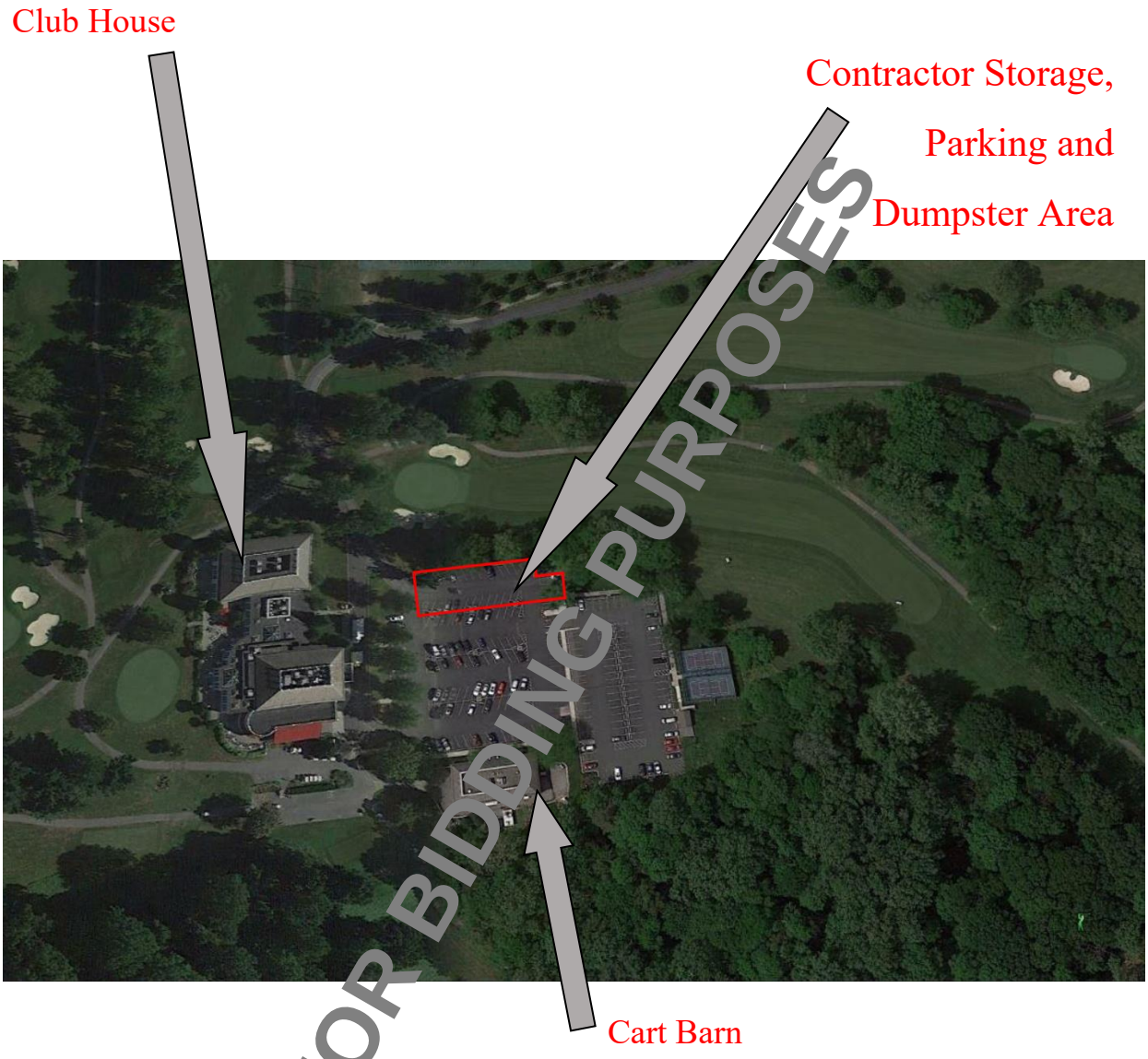
1. Limits: Confine construction operations to the limits indicated on the drawings. Do not disturb areas to remain occupied during the renovations.
2. Owner Occupancy: The Deerfield Golf Club is currently occupied and will be occupied during the renovation process. The surrounding occupied areas, site, buildings, roadways, access into the buildings, etc. beyond the work area shall remain accessible to the Owner. Generally, the Golf Club does not have events during the day Monday thru Thursday unless indicated otherwise.
3. Parking: Parking will be provided on-site adjacent to the work area in the current parking lot.
4. Dumpster: The dumpster shall be covered to avoid windblown debris. Debris shall be removed on a daily basis in order to avoid an overflowing dumpster. Restoration of grounds disturbed by the dumpster will be required upon completion of the Project. "No Trespassing" signs shall be placed on the dumpster. The dumpster shall be pulled on Thursdays and returned on Monday if needed.
5. Access: Perimeter access will be provided in most areas. The area along one side of the Cart Barn has limited access due to golf cart path below. The contractor shall protect entrances to allow Owner and visitor access to the buildings. Protection of the grounds shall be provided and restored when the work has been completed
6. Storage: Storage will be allowed in the parking lot. The contractor shall provide storage containers or buildings. The Owner is not responsible for theft or damage.
7. Public Roadways, Driveways, Entrances and Public Sidewalks: Keep public roadways, driveways, entrances and public sidewalks serving premises clear and available to the Public, Owner, Owner's employees and emergency vehicles at all times. Do not use these areas for parking or storage of materials.

    a. Schedule deliveries to minimize use of roadways, driveways, sidewalks and entrances.
    b. The Owner will not sign for any deliveries at any time.
    c. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

8. Contractor and subcontractor promotional signage will not be allowed at the project site or within the Park unless approved by the Owner.

B. Use of Existing Building: Maintain the existing building in a weathertight condition throughout renovation period. Repair damage caused by construction operations. Protect building and its contents during construction period.

1. The Contractor shall be provided partial access to buildings and adjacent site as necessary to complete the work. A security code and/or keys shall will not be provided to the Contractor.
2. Use of the Owner's telephones will not be allowed.
3. Flammable materials shall not be stored in or on the Golf Club or Cart Barn. Flammable materials shall be kept outside, away from all buildings in a flammable liquid/material storage box.
4. Gas powered equipment will not be allowed in the buildings or near windows and intake louvers at any time.
5. Debris shall be removed from and around the building/site name including the sidewalks, trails and parking areas on a daily basis.
6. At no times shall equipment be left operating in and around Golf Club or Cart Barn after hours or when no one is present in the building.
7. Noisy activities shall take place during the hours defined by the New Castle County and prescheduled with the Owner to avoid disruption of their activities.
8. Access to water will be provided.
9. There will be no restroom facilities available during Deerfield Golf Club Roofing Replacement. The Contractor shall provide a self-contained toilet unit securely attached to the ground and kept locked after hours.
10. Dogs or other animals shall not be brought onto the property at any time.
11. Children shall not be brought onto the site at any time.
12. The general surrounds of Deerfield Golf Club are open to the public and those working at the site shall not use abusive language.
13. Radios or other music-playing devices will not be allowed. Head phones and ear buds will not be allowed.
14. Fire extinguishers shall be kept in the areas under renovation at Deerfield Golf Club at all times.
15. All work taking place on the site shall be monitored by the contractor's project superintendent at all times even if the General Contractor's work forces are not working at the site.
16. The Project superintendent shall discuss weekly with the DNREC Project Manager to review the activities planned for that week and the upcoming to avoid miscommunication, facilitate the renovation process and to maintain the Owner's operations.
17. Provide protective barriers and covers at entrances and public access areas where work is taking place overhead.



PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011400

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SECTION 012100 - ALLOWANCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements governing allowances.

B. Selected materials and equipment are specified in the Contract Documents by Allowances. In some cases, these Allowances include installation. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when additional information is available for evaluation. If necessary, additional requirements will be issued by Proposal Request.

C. Types of allowances include the following:

1. Lump-sum allowances.
2. Unit-cost Allowances.

D. Related Requirements:

1. Section 012200 "Unit Prices" for procedures for using unit prices.

1.3 SELECTION AND PURCHASE

A. At the earliest practical date after award of the Contract, advise Owner of the date when final selection and purchase of each product or system described by an allowance must be completed to avoid delaying the Work.

B. At Owner's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.

C. Purchase products and systems selected in writing by Owner from the designated supplier.

1.4 ACTION SUBMITTALS

A. Submit proposals for purchase of products or systems included in allowances, in the form specified for Change Orders.

1.5 INFORMATIONAL SUBMITTALS

A. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.

B. Submit time sheets and other documentation to show labor time and cost for installation of allowance items that include installation as part of the allowance.

C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

1.6 COORDINATION

A. Coordinate allowance items with other portions of the Work. Furnish templates as required to coordinate installation.

1.7 LUMP-SUM ALLOWANCES

A. Allowance shall include cost to Contractor of specific products and materials ordered by Owner or selected by Architect under allowance and shall include taxes, freight**,** and delivery to Project site.

B. Unless otherwise indicated, Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials selected by Architect under allowance shall be included as part of the Contract Sum and not part of the allowance.

C. Unused Materials: Return unused materials purchased under an allowance to manufacturer or supplier for credit to Owner after installation has been completed and accepted.

1. If requested by Architect, retain and prepare unused material for storage by Owner. Deliver unused material to Owner's storage space as directed.

1.8 ADJUSTMENT OF ALLOWANCES

A. Allowance Adjustment: To adjust allowance amounts, prepare a Change Order proposal based on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place where applicable. If applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, and similar margins.

1. Include installation costs in purchase amount only where indicated as part of the allowance.
2. If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other margins claimed.
3. Submit substantiation of a change in scope of work, if any, claimed in Change Orders related to unit-cost allowances.
4. Owner reserves the right to establish the quantity of work-in-place by independent quantity survey, measure, or count.

B. Submit claims for increased costs because of a change in scope or nature of the allowance described in the Contract Documents, whether for the purchase order amount or Contractor's handling, labor, installation, overhead, and profit.

1. Do not include Contractor's or subcontractor's indirect expense in the Change Order cost amount unless it is clearly shown that the nature or extent of work has changed from what could have been foreseen from information in the Contract Documents.
2. No change to Contractor's indirect expense is permitted for selection of higher- or lower-priced materials or systems of the same scope and nature as originally indicated.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

3.2 PREPARATION

A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

3.3 SCHEDULE OF ALLOWANCES

A. Allowance No. 1 - Lump Sum Allowance: Remove and discard twelve (12) defective 4'x8' – 5/8" thick plywood sheets and replace with new 4'x8' – 5/8" thick plywood sheets as required by Section 06128 in the specifications.

1. This allowance includes material cost, receiving, handling, installation and Contractor overhead and profit.

B. Allowance No. 2 - Lump Sum Allowance: Include, in the Bid, the Lump Sum of $85,000 for the construction of two dormers that will provide access to the attic and the exterior mechanical pit within the mansard roof area.

1. This allowance includes material cost, receiving, handling, installation and Contractor overhead and profit.

END OF SECTION 012100

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SECTION 012200 - UNIT PRICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for unit prices.

B. Related Sections include the following:

1. Division 1 Section "Contract Modification Procedures" for procedures for submitting and handling Change Orders.
2. Division 6 Section "Miscellaneous Rough Carpentry" procedures for measurement and payment for wood blocking and plywood.
3. Division 7 Section "Ethylene-Propylene-Diene-Monomer (EPDM) Roofing" procedures for measurement and payment for protection walkway.
4. Division 15 Section "Roof Drain Installation, Repair, Replacement" procedures for measurement and payment for roof drain installation.

1.3 DEFINITIONS

A. Unit price is an amount proposed by bidders, stated on the Bid Form, as a price per unit of measurement for materials or services added to or deducted from the Contract Sum by appropriate modification, if estimated quantities of Work required by the Contract Documents are increased or decreased.

1.4 PROCEDURES

A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, overhead, and profit.

B. Measurement and Payment: Refer to individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.

C. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.

D. List of Unit Prices: A list of unit prices is included at the end of this Section. Specification Sections referenced in the schedule contain requirements for materials described under each unit price.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 LIST OF UNIT PRICES

A. Unit Price No. 1 – Installation of Protection Walkway as required by the Specifications.

1. Description: Unit price detailed description as defined in Section Number 075324, "Ethylene-Propylene-Diene-Monomer (EPDM) Roofing."
2. Unit of Measurement: Unit SF.

B. Unit Price No. 2 – Installation of Roof Drain Assembly as Required by Specifications.

1. Description: Unit price detailed description as defined in Section Number 221423, "Roof Drain Installation, Repair Replacement."
2. Unit of Measurement: Per one roof drain assembly inclusive of hangers, insulation and installation.

C. Unit Price No. 3 – Installation of Roof Drain Piping as Required by Specifications.

1. Description: Unit price detailed description as defined in Section Number 221423, "Roof Drain Installation, Repair Replacement."
2. Unit of Measurement: Per linear foot of piping

D. Unit Price No. 4 – Replacement of Existing Deteriorated Wood Blocking – 2x4.

1. Description: Unit price detailed description as defined in Section Number 061053, "Miscellaneous Rough Carpentry."
2. Unit of Measurement: Per linear foot of 2 x 4.

E. Unit Price No. 5 – Replacement of Existing Deteriorated Wood Blocking – 2x6.

1. Description: Unit price detailed description as defined in Section Number 061053, "Miscellaneous Rough Carpentry."
2. Unit of Measurement: Per linear foot of 2 x 6.

F. Unit Price No. 6 – Replacement of Existing Deteriorated Wood Blocking – 2x8.

1. Description: Unit price detailed description as defined in Section Number 061053, "Miscellaneous Rough Carpentry."
2. Unit of Measurement: Per linear foot of 2 x 8.

G. Unit Price No. 7 – Replacement of Existing Deteriorated Wood Blocking – 2x10.

1. Description: Unit price detailed description as defined in Section Number 061053, "Miscellaneous Rough Carpentry."
2. Unit of Measurement: Per linear foot of 2 x 10.

H. Unit Price No. 8 – Replacement of Existing Deteriorated Wood Blocking – 2x12.

1. Description: Unit price detailed description as defined in Section Number 061053, "Miscellaneous Rough Carpentry."
2. Unit of Measurement: Per linear foot of 2 x 12

I. Unit Price No. 9 – Replacement of Existing Deteriorated Wood Blocking - 4 x 4.

1. Description: Unit price detailed description as defined in Section Number 061053, "Miscellaneous Rough Carpentry."
2. Unit of Measurement: Per linear foot of 4 x 4

J. Unit Price No. 10 – Replacement of Wet Roofing Materials as required by the Specifications.

1. Description: Unit price detailed description as defined in Section Number 075324, "Ethylene-Propylene-Diene-Monomer (EPDM) Roofing."
2. Unit of Measurement: Unit SF.

K. Unit Price No. 11 – Replacement of Plywood Roof Decking - 1 - 480 SF

1. Description: Unit price detailed description as defined in Section Number 061053, "Miscellaneous Rough Carpentry."
2. Unit of Measurement: Unit SF.

L. Unit Price No. 12 – Replacement of Plywood Roof Decking - 481 SF - 1,920 SF

1. Description: Unit price detailed description as defined in Section Number 061053, "Miscellaneous Rough Carpentry."
2. Unit of Measurement: Unit SF.

M. Unit Price No. 13 – Replacement of Plywood Roof Decking - More than 1,920 SF

1. Description: Unit price detailed description as defined in Section Number 061053, "Miscellaneous Rough Carpentry."
2. Unit of Measurement: Unit SF.

END OF SECTION 012700

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SECTION 012300 - ALTERNATES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for alternates.

1.3 DEFINITIONS

A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the Bidding Requirements that may be added to or deducted from the Base Bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.

1. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

1.4 PROCEDURES

A. Coordination: Modify or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.

1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.

B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated modifications to alternates.

C. Execute accepted alternates under the same conditions as other work of the Contract.

D. Schedule: A Schedule of Alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

A. Alternate 1: Cart Barn Roof Replacement and Repairs

1. State the amount to be added to the Base Bid to complete the roof replacement and repairs as indicated on Sheet A-2 for the Cart Barn.
2. Base Bid includes no work for the Cart Barn.

END OF SECTION 012300

SECTION 015639 - TEMPORARY TREE AND PLANT PROTECTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes general protection and pruning of existing trees and plants that are affected by execution of the Work, whether temporary or permanent construction.

1.3 DEFINITIONS

A. Caliper: Diameter of a trunk measured by a diameter tape at 6 inches (150 mm) above the ground for trees up to, and including, 4-inch (100-mm) size; and 12 inches (300 mm) above the ground for trees larger than 4-inch (100-mm) size.

B. Plant-Protection Zone: Area surrounding individual trees, groups of trees, shrubs, or other vegetation to be protected during construction, and indicated on Drawings.

C. Tree-Protection Zone: Area surrounding individual trees or groups of trees to be protected during construction, and defined by a circle concentric with each tree with a radius 1.5 times the diameter of the drip line unless otherwise indicated.

D. Vegetation: Trees, shrubs, groundcovers, grass, and other plants.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product indicated.

B. Samples for Verification: For each type of the following:

1. Protection-Zone Fencing: Assembled Samples of manufacturer's standard size made from full-size components.

1.5 INFORMATIONAL SUBMITTALS

A. Existing Conditions: Documentation of existing trees and plantings indicated to remain, which establishes preconstruction conditions that might be misconstrued as damage caused by construction activities.

1. Use sufficiently detailed photographs or videotape.
2. Include plans and notations to indicate specific wounds and damage conditions of each tree or other plants designated to remain.

1.6 QUALITY ASSURANCE

A. Preinstallation Conference: Conduct conference at Project site.

1. Review methods and procedures related to temporary tree and plant protection including, but not limited to, the following:

a. Construction schedule. Verify availability of materials, personnel, and equipment needed to make progress and avoid delays.
b. Enforcing requirements for protection zones.
c. Field quality control.

1.7 PROJECT CONDITIONS

A. The following practices are prohibited within protection zones:

1. Storage of construction materials, debris, or excavated material.
2. Parking vehicles or equipment.
3. Foot traffic.
4. Erection of sheds or structures.
5. Impoundment of water.
6. Excavation or other digging unless otherwise indicated.

B. Do not direct vehicle or equipment exhaust toward protection zones.

C. Prohibit heat sources, flame, ignition sources, and smoking within or near protection zones and organic mulch.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Protection-Zone Fencing: Fencing fixed in position and meeting one of the following requirements:

1. Plastic Protection-Zone Fencing: Plastic construction fencing constructed of high-density extruded and stretched polyethylene fabric with 2-inch (50-mm) maximum opening in pattern and weighing a minimum of 0.4 lb/ft. (0.6 kg/m); remaining flexible from minus 60 to plus 200 deg F (minus 16 to plus 93 deg C); inert to most chemicals and acids; minimum tensile yield strength of 2000 psi (13.8 MPa) and ultimate tensile strength of 2680 psi (18.5 MPa); secured with plastic bands or galvanized-steel or stainless-steel

wire ties; and supported by tubular or T-shape galvanized-steel posts spaced not more than 8 feet (2.4 m) apart.

a. Height: 4 feet (1.2 m).
b. Color: High-visibility orange, nonfading.

PART 3 - EXECUTION

3.1 EXAMINATION

A. For the record, prepare written report listing conditions detrimental to tree and plant protection.

3.2 PREPARATION

A. Locate and clearly identify trees, shrubs, and other vegetation to remain. Flag each tree trunk at 54 inches (1372 mm) above the ground.

B. Protect tree root systems from damage caused by runoff or spillage of noxious materials while mixing, placing, or storing construction materials. Protect root systems from ponding, eroding, or excessive wetting caused by dewatering operations.

C. Tree-Protection Zones: Mulch areas inside tree-protection zones and other areas indicated.

1. Apply 4-inch (100-mm) average thickness of organic mulch. Do not place mulch within 6 inches (150 mm) of tree trunks.

3.3 TREE- AND PLANT-PROTECTION ZONES

A. Protection-Zone Fencing: Install protection-zone fencing along edges of protection zones before materials or equipment are brought on the site and construction operations begin in a manner that will prevent people from easily entering protected area except by entrance gates. Construct fencing so as not to obstruct safe passage or visibility at vehicle intersections where fencing is located adjacent to pedestrian walkways or in close proximity to street intersections, drives, or other vehicular circulation.

1. Posts: Set or drive posts into ground one-third the total height of the fence without concrete footings. Where a post is located on existing paving or concrete to remain, provide appropriate means of post support acceptable to Architect.

B. Maintain protection zones free of weeds and trash.

C. Repair or replace trees, shrubs, and other vegetation indicated to remain or be relocated that are damaged by construction operations, in a manner approved by Architect.

D. Maintain protection-zone fencing and signage in good condition as acceptable to Architect and remove when construction operations are complete and equipment has been removed from the site.

1. Do not remove protection-zone fencing, even temporarily, to allow deliveries or equipment access through the protection zone.
2. Temporary access is permitted subject to preapproval in writing by arborist if a root buffer effective against soil compaction is constructed as directed by arborist. Maintain root buffer so long as access is permitted.

3.4 EXCAVATION

A. General: Excavate at edge of protection zones and for trenches indicated within protection zones according to requirements in Section 312000 "Earth Moving."

B. Trenching near Trees: Where utility trenches are required within protection zones, hand excavate under or around tree roots or tunnel under the roots by drilling, auger boring, or pipe jacking. Do not cut main lateral tree roots or taproots; cut only smaller roots that interfere with installation of utilities. Cut roots as required for root pruning.

C. Redirect roots in backfill areas where possible. If encountering large, main lateral roots, expose roots beyond excavation limits as required to bend and redirect them without breaking. If encountered immediately adjacent to location of new construction and redirection is not practical, cut roots approximately 3 inches (75 mm) back from new construction and as required for root pruning.

D. Do not allow exposed roots to dry out before placing permanent backfill. Provide temporary earth cover or pack with peat moss and wrap with burlap. Water and maintain in a moist condition. Temporarily support and protect roots from damage until they are permanently relocated and covered with soil.

3.5 FIELD QUALITY CONTROL

A. Inspections: Engage a qualified arborist to direct plant-protection measures in the vicinity of trees, shrubs, and other vegetation indicated to remain and to prepare inspection reports.

3.6 REPAIR AND REPLACEMENT

A. General: Repair or replace trees, shrubs, and other vegetation indicated to remain or be relocated that are damaged by construction operations, in a manner approved by Architect.

1. Submit details of proposed root cutting and tree and shrub repairs.
2. Have arborist perform the root cutting, branch pruning, and damage repair of trees and shrubs.
3. Treat damaged trunks, limbs, and roots according to arborist's written instructions.
4. Perform repairs within 24 hours.

5. Replace vegetation that cannot be repaired and restored to full-growth status, as determined by Architect.

B. Trees: Remove and replace trees indicated to remain that are more than 25 percent dead or in an unhealthy condition before the end of the corrections period or are damaged during construction operations that Architect determines are incapable of restoring to normal growth pattern.

1. Provide new trees of same size and species as those being replaced for each tree that measures 6 inches (150 mm) or smaller in caliper size.

a. Species: Match existing tree to be replaced.

C. Soil Aeration: Where directed by Architect, aerate surface soil compacted during construction. Aerate 10 feet (3 m) beyond drip line and no closer than 36 inches (900 mm) to tree trunk. Drill 2-inch- (50-mm-) diameter holes a minimum of 12 inches (300 mm) deep at 24 inches (600 mm) o.c. Backfill holes with an equal mix of augered soil and sand.

3.7 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. Disposal: Remove excess excavated material, displaced trees, trash and debris, and legally dispose of them off Owner's property.

END OF SECTION 015639

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SECTION 017400 - WARRANTIES AND BONDS - ROOF RESTORATION

PART 1- GENERAL

1.1 WORK INCLUDED

A. Preparation and submittals.

B. Time and schedule of submittals.

1.2 RELATED SECTIONS

A. Individual Specifications Sections: Warranties required for specific products or work.

1.3 FORM OF SUBMITTALS

A. Assemble warranties and bonds executed by each of the respective manufacturers, suppliers, and subcontractors.

B. Number of original signed copies required: Two each.

C. Prepare in duplicate packets.

D. Submit standard manufacturer warranty forms and bond forms included in contract specifications.

E. Table of Contents: Neatly typed, in orderly sequence. Provide complete information for each item.

1. Product or work item.
2. Firm, with name of principal, address and telephone number.
3. Scope.
4. Duration of warranty.
5. Provide information for Owner's personnel:

a. Proper procedure in case of failure.
b. Instances which might affect the validity of warranty or bonds.
c. Contractor, name of responsible principal, address and telephone number.

1.4 PREPARATION OF SUBMITTALS

A. Obtain warranties and bonds, executed in duplicate by responsible subcontractors, suppliers, and manufacturers, within ten days after completion of the applicable item or work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until the Date of Final completion is determined.

B. Verify that documents are in proper form, contain full information, and are notarized.

C. Co-execute submittals when required.

D. Retain warranties and bonds until time specified for submittal.

1.5 TIME OF SUBMITTALS

A. Submit Manufacturer's Warranties to Owner's Representative within twenty (20) days after completion of work.

1.6 SCHEDULE OF SUBMITTALS

A. Submit to the Owner all required warranties and bonds as specified in respective sections of the Specifications.
   1. Warranties: Form of Warranty from manufacturer of low sloped roofing system.
   2. Warranties: Form of Warranty from manufacturer of sealant.
   3. Submit to the Consultant for delivery to the Owner all warranties pertaining to his work specified in respective sections of the Specifications.

1.7 ROOF SYSTEM WARRANTY

A. Fluid Applied Roofing System: After review and acceptance of the Notice of Intent to Award and the submission of all required documents to the manufacturer for the roof system application by a registered applicator, a satisfactorily complete Final Inspection performed by the Owner or Owner's Representative, inspection and acceptance of the roof by the manufacturer, and payment of all invoices and the discharge of all other financial obligations occasioned by or arising out of the course of this work according to the Contract, submit to the Consultant for delivery to the Owner the roof system manufacturer's non-deductible Twenty (20) Year Quality Assurance Roof System Warranty for the installation covering Materials inclusive of the roofing membrane, base flashing, base sheets, insulation and insulation fasteners and Workmanship.

   1. Provide to the Owner and pay for such Warranty as a part of the Roof Replacement Contract.
   2. The warranty shall be issued by the manufacturer of the roof membrane or other entity as approved by the Consultant and Owner.
   3. Request a Final Inspection by the manufacturer within seven days after the completion of the Work.

PART 2 - PRODUCTS
NOT USED

PART 3 - EXECUTION
NOT USED

END OF SECTION

SECTION 017410 - WARRANTIES AND BONDS

PART 1- GENERAL

1.1 WORK INCLUDED

A. Preparation and submittals.

B. Time and schedule of submittals.

1.2 RELATED SECTIONS

A. Document 00020 - Invitation to Bid, 00100 - Instructions: Bid Bonds

B. Document 00700 - General Conditions: Performance Bond and Labor and Material Payment Bonds, Warranty, and Correction of Work.

C. Section 01700 - Contract Closeout: Contract closeout procedures.

D. Individual Specifications Sections: Warranties required for specific products or work.

1.3 FORM OF SUBMITTALS

A. Assemble warranties and bonds executed by each of the respective manufacturers, suppliers, and subcontractors.

B. Number of original signed copies required: Two each.

C. Prepare in duplicate packets.

D. Submit standard manufacturer warranty forms and bond forms included in contract specifications.

E. Table of Contents: Neatly typed, in orderly sequence. Provide complete information for each item.

1. Product or work item.
2. Firm, with name of principal, address and telephone number.
3. Scope.
4. Date of beginning of Bid Bond.
5. Date of beginning of Performance - Payment Bond.
6. Date of beginning of Maintenance Bond.
7. Duration of warranty, bond or service maintenance contract.
8. Provide information for Owner's personnel:

    a. Proper procedure in case of failure.
    b. Instances which might affect the validity of warranty or bonds.
    c. Contractor, name of responsible principal, address and telephone number.

1.4 PREPARATION OF SUBMITTALS

A. Obtain warranties and bonds, executed in duplicate by responsible subcontractors, suppliers, and manufacturers, within ten days after completion of the applicable item or work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until the Date of Final completion is determined.

B. Verify that documents are in proper form, contain full information and are notarized.

C. Co-execute submittals when required.

D. Retain warranties and bonds until time specified for submittal.

1.5 TIME OF SUBMITTALS

A. Submit Bid Bond, if required, to Owner's Representative at the submission of the Bid.

B. Submit Performance Bond and Labor and Material Bond, if required, to Owner's Representative within five (5) working days after receipt of Notice of Award.

1.6 SCHEDULE OF SUBMITTALS

A. Submit to the Owner all required warranties and bonds as specified in respective sections of the Specifications.

1. Document 00410 - Form of Bid Bond
2. Document 00420 - Form of Performance Bond.
3. Document 00430 - Form of Labor and Material Bond.
4. Document 00440 - Workmanship Guarantee.
5. Warranties: Form of Warranty from manufacturer of roofing insulation.
6. Warranties: Form of Warranty from manufacturer of low sloped roofing system.
7. Warranties: Form of Warranty from manufacturer of steep sloped roofing system.
8. Warranties: Form of Warranty from manufacturer of sealant.
9. Submit to the Owner all warranties pertaining to his work specified in respective sections of the Specifications.

1.7 ROOF SYSTEM WARRANTY

A. Shingle Roof System: After review and acceptance of the Notice of Award and the submission of all required documents to the manufacturer for the roof system application by a registered applicator, a satisfactorily complete Final Inspection performed by the Owner or Owner's Representative, inspection and acceptance of the roof by the manufacturer, and payment of all invoices and the discharge of all other financial obligations occasioned by or arising out of the course of this work according to the Contract, submit to the Owner the roof system manufacturer's limited Lifetime Shingle Warranty and Ten (10) Year Workmanship Warranty for the installation covering materials inclusive of the shingles, snow and ice underlayment, ridge vents and fasteners and Workmanship.

1. Provide to the Owner and pay for such Warranty as a part of the Roof Replacement Contract.
2. The warranty shall be issued by the manufacturer of the roof membrane or other entity as

approved by the Owner.

3. Request a Final Inspection by the manufacturer within seven days after the completion of the Work.

1.8 CONTRACTOR GUARANTY

A. Contractor Guaranty: Provide written (notarized) 2-year workmanship guarantee to the Owner within seven (7) days after the completion of the work.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION

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SECTION 017419 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements for the following:

1. Salvaging nonhazardous demolition and construction waste.
2. Recycling nonhazardous demolition and construction waste.
3. Disposing of nonhazardous demolition and construction waste.

B. Related Requirements:

1. Section 024119 "Selective Demolition" for disposition of waste resulting from partial demolition of buildings, structures, and site improvements.

1.3 DEFINITIONS

A. Construction, Demolition and Land Clearing (CDL) Waste: Includes all non-hazardous solid wastes resulting from construction, remodeling, alterations, repair, demolition and land clearing. Includes material that is recycled, reused, salvaged or disposed as garbage. Construction waste includes packaging.

B. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.

C. Recycle: The process of sorting, treating and reconstituting materials for the purpose of using the material in the manufacture of a new product.

D. Reuse: Making use of a material without altering its form. Materials can be reused on-site or reused on other projects off-site. Examples include, but are not limited to the following: Crushing or grinding of concrete for use as sub-base material. Chipping of land clearing debris for use of mulch.

E. Salvage: Recovery of demolition or construction waste and subsequent sale, reuse in another facility or sale to a third party.

F. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

G. Source-Separated CDL Recycling: The process of separating recyclable materials in separate containers as they are generated on the job-site. The separated materials are hauled directly to a recycling facility or transfer station.

H. Co-mingled CDL Recycling: The process of collecting mixed recyclable materials in one container on-site. The container is taken to a material recovery facility where materials are separated for recycling.

I. Approved Recycling Facility: Any of the following:

1. A facility that can legally accept CDL waste materials for the purpose of processing the materials into an altered form for the manufacture of a new product.
2. Material Recovery Facility: A general term used to describe a waste-sorting facility. Mechanical, hand-separation, or a combination of both procedures, are used to recover recyclable materials.

1.4 PERFORMANCE REQUIREMENTS

A. General: Achieve end-of-Project rates for salvage/recycling of 75 percent CDL waste by weight from the landfill by one or a combination of the following activities:

1. Salvage.
2. Reuse.
3. Source-Separated CDL Recycling.
4. Co-mingled CDL Recycling.

B. CDL waste materials that can be salvaged, reused or recycled include, but are not limited to, the following:

1. Demolition Waste:

a. Asphalt shingles.
b. Field office waste including office paper, cans, plastic and office cardboard.
c. Insulation.
d. Membrane and built-up Roofing.
e. Metals.
f. Plastic film (sheeting, shrink wrap and packaging),
g. Plywood and oriented strand board.
h. Wood.
i. Equipment.
j. Piping.
k. Supports and hangers.

2. Construction Waste:

a. Asphalt shingles.
b. Insulation.
c. Membrane and built-up Roofing.
d. Metals.
e. Plastic film (sheeting, shrink wrap and packaging).
f. Plywood and oriented strand board.
g. Wood.
h. Piping.
i. Packaging: Regardless of salvage/recycle goal indicated in "General" Paragraph above, salvage or recycle 100 percent of the following uncontaminated packaging materials:

1) Paper.
2) Cardboard.
3) Boxes.
4) Plastic sheet and film.
5) Polystyrene packaging.
6) Wood crates.
7) Plastic pails.

1.5 ACTION SUBMITTALS

A. Waste Management Plan: Submit plan within 30 days of date established for the Notice of Award.

B. Waste Management Report: Submit report with each application for payment.

1.6 INFORMATIONAL SUBMITTALS

A. Waste Reduction Progress Reports: Concurrent with each Application for Payment, submit report:

1. Material category.
2. Generation point of waste.
3. Total quantity of waste in tons (tonnes).
4. Quantity of waste salvaged, both estimated and actual in tons (tonnes).
5. Quantity of waste recycled, both estimated and actual in tons (tonnes).
6. Total quantity of waste recovered (salvaged plus recycled) in tons (tonnes).
7. Total quantity of waste recovered (salvaged plus recycled) as a percentage of total waste.

B. Records of Donations: Indicate receipt and acceptance of salvageable waste donated to individuals and organizations. Indicate whether organization is tax exempt.

C. Records of Sales: Indicate receipt and acceptance of salvageable waste sold to individuals and organizations. Indicate whether organization is tax exempt.

D. Recycling and Processing Facility Records: Indicate receipt and acceptance of recyclable waste by recycling and processing facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.

E. Landfill and Incinerator Disposal Records: Indicate receipt and acceptance of waste by landfills and incinerator facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.

F. Qualification Data: For refrigerant recovery technician.

G. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present was recovered and that recovery was performed according to EPA regulations. Include name and address of technician and date refrigerant was recovered.

1.7 QUALITY ASSURANCE

A. Waste Management Coordinator Qualifications: Experienced firm, with a record of successful waste management coordination of projects with similar requirements, that employs a LEED Accredited Professional, certified by the USGBC as waste management coordinator.

B. Refrigerant Recovery Technician Qualifications: Certified by EPA-approved certification program.

C. Regulatory Requirements: Conduct construction waste management activities in accordance with hauling and disposal regulations of all authorities having jurisdiction and all other applicable laws and ordinances.

D. Waste Management Conference: Conduct conference at Project site to comply with requirements in Section 013100 "Project Management and Coordination." Review methods and procedures related to waste management including, but not limited to, the following:

1. Review and discuss waste management plan including responsibilities of waste management coordinator.
2. Review requirements for documenting quantities of each type of waste and its disposition.
3. Review and finalize procedures for materials separation and verify availability of containers and bins needed to avoid delays.
4. Review procedures for periodic waste collection and transportation to recycling and disposal facilities.
5. Review waste management requirements for each trade.
6. Attendees: Inform the following individuals, whose presence is required, of date and time of meeting.

a. Owner.

b. Architect/Engineer.
c. Contractor's superintendent.
d. Major subcontractors.
e. Waste Management Coordinator.
f. Other concerned parties.

7. Minutes: Record discussion. Distribute meeting minutes to all participants. Note: If there is an Architectural/Engineering consultant contracted by the State of Delaware, they will perform this role.

1.8 WASTE MANAGEMENT PLAN

A. General: Develop a waste management plan according to ASTM E 1609 and requirements in this Section. Plan shall consist of waste identification, waste reduction work plan, and cost/revenue analysis. Distinguish between demolition and construction waste. Indicate quantities by weight or volume, but use same units of measure throughout waste management plan.

B. Waste Identification: Indicate anticipated types and quantities of demolition, site-clearing and construction waste generated by the Work. List all assumptions made for the quantities estimates.

C. Waste Reduction Work Plan: List each type of waste and whether it will be salvaged, recycled, or disposed of in landfill or incinerator. The plan shall include the following information:

1. Types and estimated quantities, by weight, of CDL waste expected to be generated during demolition and construction.
2. Proposed methods for CDL waste salvage, reuse, recycling and disposal during demolition including, but not limited to, one or more of the following:

a. Contracting with a deconstruction specialist to salvage materials generated,
b. Selective salvage as part of demolition contractor's work,
c. Reuse of materials on-site or sale or donation to a third party.

3. Proposed methods for salvage, reuse, recycling and disposal during construction including, but not limited to, one or more of the following:

a. Requiring subcontractors to take their CDL waste to a recycling facility;
b. Contracting with a recycling hauler to haul recyclable CDL waste to an approved recycling or material recovery facility;
c. Processing and reusing materials on-site;
d. Self-hauling to a recycling or material recovery facility.

4. Name of recycling or material recovery facility receiving the CDL wastes.
5. Handling and Transportation Procedures: Include method that will be used for separating recyclable waste including sizes of containers, container labeling, and designated location on project site where materials separation will be located.

D. Cost/Revenue Analysis: Indicate total cost of waste disposal as if there was no waste management plan and net additional cost or net savings resulting from implementing waste management plan. Include the following:

1. Total quantity of waste.
2. Estimated cost of disposal (cost per unit). Include hauling and tipping fees and cost of collection containers for each type of waste.
3. Total cost of disposal (with no waste management).
4. Revenue from salvaged materials.
5. Revenue from recycled materials.
6. Savings in hauling and tipping fees by donating materials.
7. Savings in hauling and tipping fees that are avoided.
8. Handling and transportation costs. Including cost of collection containers for each type of waste.
9. Net additional cost or net savings from waste management plan.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 CONSTRUCTION WASTE MANAGEMENT, GENERAL

A. Provide containers for CDL waste that is to be recycled clearly labeled as such with a list of acceptable and unacceptable materials. The list of acceptable materials must be the same as the materials recycled at the receiving material recovery facility or recycling processor.

B. The collection containers for recyclable CDL waste must contain no more than 10% non-recyclable materials, by volume.

C. Provide containers for CDL waste that is disposed in a landfill clearly labeled as such.

D. Use detailed material estimates to reduce risk of unplanned and potentially wasteful cuts.

E. To the greatest extent possible, include in material purchasing agreements a waste reduction provision requesting that materials and equipment be delivered in packaging made of recyclable material, that they reduce the amount of packaging, that packaging be taken back for reuse or recycling, and to take back all unused product. Insure that subcontractors require the same provisions in their purchase agreements.

F. Conduct regular visual inspections of dumpsters and recycling bins to remove contaminants.

3.2 SOURCE SEPARATION

A. General: Contractor shall separate recyclable materials from CDL waste to the maximum extent possible. Separate recyclable materials by type.

1. Provide containers, clearly labeled, by type of separated materials or provide other storage method for managing recyclable materials until they are removed from Project site.
2. Stockpile processed materials on-site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water and to minimize pest attraction. Cover to prevent windblown dust.
3. Stockpile materials away from demolition area. Do not store within drip line of remaining trees.
4. Store components off the ground and protect from weather.

3.3 CO-MINGLED RECYCLING

A. General: Do not put CDL waste that will be disposed in a landfill into a co-mingled CDL waste recycling container.

3.4 REMOVAL OF CONSTRUCTION WASTE MATERIALS

A. Remove CDL waste materials from project site on a regular basis. Do not allow CDL waste to accumulate on-site.

B. Transport CDL waste materials off Owner's property and legally dispose of them.

C. Burning of CDL waste is not permitted.

WASTE MANAGEMENT PROGRESS REPORT					
		Disposed in Municipal Solid Waste landfill	**Diverted from Landfill by Recycling, Salvage or Reuse**		
Material Category			Recycled	Salvaged	Reused
1.	Asphalt Shingles				
2.	Cardboard Packaging				
3.	Metals				
4.	Wood				
5.	Plastic Film (Sheeting, Shrink Wrap & Packaging)				
6.	Other (Insert Description)				
7.	Other (Insert Description)				
	Total (In weight)		(TOTAL OF ALL ABOVE VALUES – IN WEIGHT)		
Percentage of Waste Diverted			(TOTAL WASTE DIVIDED BY TOTAL DIVERTED)		

END OF SECTION 017419

SECTION 02 05 00 - ROOF DEMOLITION

PART 1 - GENERAL

1.1 WORK INCLUDED

A. Provide all labor, material, equipment and tools as required to prepare the existing roof deck and flashing substrates for installation of a new roof system as specified in this section.

B. Provide for the proper disposal of all existing material designated to be removed and use approved trash receptacles in areas designated by the Owner's representative.

C. Coordinate the roof preparation work with the new roofing work in such a manner as to keep the new insulation and roofing materials, building and building interior absolutely clean, dry and watertight.

1.2 WORK NOT INCLUDED

A. Removal and disposal of asbestos containing roofing materials (ACRM), if any. Refer to Section 01010 for the location of the ACRM and the removal and disposal procedures of asbestos containing materials.

B. Coordinate the removal and disposal of asbestos containing roofing materials with the new roofing work in such a manner as to keep the new insulation and roofing materials, and building and building interior absolutely clean, dry and watertight.

1.3 REGULATORY REQUIREMENTS

A. Comply with federal, state, and local hauling and disposal regulations. In addition to the requirements of the " Contract Clauses", safety requirements shall conform with ANSI A10.6, "Demolition Operations - Safety Regulations."

B. Comply with the Department of Labor requirements included under their Safety and Health Regulations for Construction, 29CFR - Part 1518 manual.

1.4 REFERENCES

A. All work under this section shall conform to the more stringent product and performance procedures outlined within the project specifications and as outlined in, recommended in, or specified in the latest editions of:

1. American National Standards Institute (ANSI)
   a. ANSI A10.6 - 1983 Demolition Operations-Safety Regulations

2. Department of Labor: Safety and Health Regulations for Construction, 29CFR - Part 1518

1.5 REGULATORY REQUIREMENTS

A. Local and national environmental and public health laws or requirements shall govern methods of performing the work of this section. Should a conflict in specification or manufacturer recommendation arise relative to environmental or health conditions, responsibility for determining

potential conflicts prior to starting work shall be that of the contractor and the product manufacturer.

1.6 SUBMITTALS

A. General: Comply with all provisions of the contract documents, to include any additional submittal requirement not listed herein. Requirements listed herein are the minimum acceptable.

B. Product Data and Samples: After award of contract, submit;

1. Demolition Plan:
   a. Submit proposed demolition and removal procedures to the Owner for approval before work is started.
   b. Demolition plan shall include procedures for coordination with other work in progress, a disconnection schedule of utilities, and a detailed description of methods and equipment to be used for each operation and of the sequence of operations.

1.7 ENVIRONMENTAL CONDITIONS OR REQUIREMENTS

A. The removal and disposal work in this section shall not be installed/performed during periods of precipitation, frost, snow, dew, high winds or other climatological activity that might preclude performance of the installed material or present a safety hazard to property or person.

B. It shall be the contractor's responsibility to check daily and long-range weather forecasts before planning each days work; so as to prevent possible entry of water into the building due to rain or other precipitation getting through opened roof mat or flashing areas.

C. The contractor shall not open more roof or flashing points in one day than can be properly reroofed, patched, sealed or recovered in that same day.

D. During periods of precipitation, the contractor shall be responsible for performance, at least daily, inspections for leaks in the area of work and if any arise, shall seal them immediately to prevent interior building damage. All leak related damage to the building shall be repaired to the satisfaction of the owner at no cost to the owner.

1.8 PROTECTION OF PROPERTY

A. Install protective coverings at pavement, side walks and buildings adjacent to hoists, other material conveyance equipment, and kettles prior to starting work.

1. Lap protective coverings not less than 6 inches, secure against wind, and vent to prevent collection of moisture on covered surfaces.
2. Keep protective coverings in place for the duration of the roof work.

1.9 COORDINATION

A. Verify that all preparatory and sequential prior work is complete and properly installed before performing work in the specifications.

B. Material deliveries, equipment arrivals or movements, or product installation work shall be coordinated with the owner, other trades and/or other potentially impacted parties prior to the

implementing of such planned activity.

C. Once work begins on a roof, all preparation and required work on that roof shall be completed prior to moving to another roof area.

1.10 PROTECTION OF SURFACES

A. Inform Owner in advance of the section or area of roof to be worked on the following day.

B. Make proper preparations to protect equipment, product, and records from dirt and debris that may fall.

C. Keep at least two fire extinguishers on the roof with an Underwriter's Laboratory rating of 25: A, B, C when tear-off of existing roofing material is in progress.

D. Provide, erect, and maintain a Warning Line System as necessary according to Federal Register, Part XII published by the Department of Labor, Occupational Safety and Health Administration and barricades as required to protect workers and the general public.

E. Contractor shall take all necessary precautions during roof preparation to protect the building and adjacent surfaces from being soiled or damaged. Similar precautions shall be taken to ensure minimal disruption or damage to existing landscape. Should damage to the landscape occur, repair or replacement shall be performed as required by the Owner.

F. Contractor shall place plywood walkways on the existing roofing surfaces over which his crew and equipment will be traveling. Such walkways shall be removed daily to prevent blow off during potential evening wind storms. Protective plywood walkways shall be used on all roof areas throughout the course of work on this project.

G. Traffic Control Signs - Where pedestrian and driver safety is endangered in the area of removal work, traffic barricades with flashing lights. Anchor barricades in a manner to prevent their displacement. Notify the Owner before beginning such work.

H. In the event an existing roof mat blister is punctured prior to the area encompassing said blister being torn off or reroofed, the contractor shall fill the resultant cavity with hot bitumen or plastic cement to prevent water entry until the demolition or reroofing operations eliminate the rupture from concern.

I. When inclement weather conditions such as rain, snow, high winds, etc., threaten, cease work under this section and return roof to a watertight condition.

J. Protect building interior and materials and equipment from the weather at all times. The building will remain occupied during the course of the project. Where removal of existing roofing is necessary to accomplish work, have materials and workmen ready to provide adequate and temporary covering of exposed areas so as to ensure the watertightness of the building.

K. Return all roof drains, gutters, downspouts, and scuppers to operating condition at the end of each working day.

1.11 MAINTAINING ACCESS

A. Conduct operations with minimum interference to public, private roadways, roadways on site, and entrance doors for the project building.

PART 2 - PRODUCTS
NOT USED

PART 3 - EXECUTION

3.1 GENERAL DEMOLITION REQUIREMENTS

A. Remove and dispose of all debris and useless materials from roof daily and when directed by the Owner's Representative. Keep area of work clean and free of useless materials at all times.

B. Remove and dispose of from the roof all existing materials which previously have been removed or disconnected and are not indicated or specified for reuse or salvage in the new work. These materials shall become the property of the Contractor and must be removed from the site by the Contractor at his expense.

C. Perform the removal and reinstallation of items as indicated on the Contract Drawings or as required to perform the roofing work with workman skilled in the trades involved. Coordinate the interruption or disconnection of all rooftop equipment and units with the Owner. Repair items to remain that are damaged during the roofing work or replace damaged items with new undamaged similar items as approved by the Owner. Relocate existing items as identified on the Contract Drawings or as required by the Owner.

D. Should air conditioning units become discharged during their removal and reinstallation on the supports, then the Contractor shall reclaim refrigerant and re-charge the units as part of the Base Bid Work, with no additional cost to the Owner.

E. Should electrical conduit and gas lines need to be extended as a result of the roofing work, the Contractor shall rework electrical, conduit and gas lines as part of the Base Bid Work, with no additional cost to the Owner.

F. Do not store debris on roof. Contractor shall take care not to over stress the roof deck.

G. Do not throw or dump freely from the roof any removed materials. Removed materials must be lowered to the ground in covered containers or by means of covered chutes or otherwise approved means.

H. Perform removal work so as to generate the least possible amount of dirt and dust and avoid the creation of a nuisance or hazard in the surrounding area.

I. Remove and dispose of at completion of the Contract, all containers, materials, equipment and refuse materials from all areas of work. All areas of work must be left in a clean condition acceptable to Owner.

3.2 REMOVAL AND DISPOSAL

A. General Procedures

1. Properly dispose of all debris from roof on a daily basis.
2. Do not store debris on roof. Contractor shall take care not to overstress the roof deck.
3. Provide enclosed trash chutes or other approved means for removal of debris.

B. Removal and Disposal

1. Remove the existing roof assemblies on steep slope roofs inclusive of underlayment sheets, shingles, base flashings, pitch pockets, gravel stops, metal edging, counterfashings and penetration flashings and associated fasteners for the listed materials on areas of the roof(s) where identified on the Roof Plan and Details in the contract drawings.
2. Removal and demolition of the roof assembly shall be complete to expose the existing structural deck.
3. In the event that the existing roof insulation on low sloped roofs is water saturated and the removal process might produce interior leaks, the contractor shall tear off the roofing at parapet walls, penetrations, curbs or other such deck penetrations or open joint areas first. Once exposed, open joints should be temporarily sealed to prevent insulation-borne water from being pressed out and entering the building through an open joint or around a deck penetration.
4. Should deteriorated or structurally unsound roof deck be found during the course of roof removal, the Contractor will cease demolition in that area and immediately notify the Owner of this condition. The Contractor will not proceed with the roof removal process in the affected area until direction for correcting the situation is received from the Owner. The exposed section of the roof deck will be made watertight until direction is received. Installation of new roof materials will constitute acceptance of the substrate and other questionable conditions by the Contractor.
5. Unless specifically required elsewhere in this project specification, removal and replacement of deteriorated or structurally unsound roof decking shall be performed under a Unit Price authorized by the Owner.
6. Remove all sheet metal coping covers, reglet and counterflashings, not including through-the-wall counterflashings.
7. Remove and dispose of all existing rotted, split, untreated, or otherwise unacceptable wood that is specified to remain in place. Such removal shall include, but not necessarily be limited to, decking, nailers, curbs, cants, expansion joints and roof top walkways. **NOTE: This work shall be performed under a Change Order or Unit Price authorized by the Owner.**
8. Remove sections of masonry and terra-cotta copings as necessary to install new metal counterflashing.
9. Remove or raise roof top equipment, including HVAC equipment and associated pipe lines, skylights, vents, ductwork, or appurtenances in accordance with the contract drawing notation, project specifications, and as necessary to accommodate manufacturer's warranty requirements for a proper installation of the new roofing assembly components, inclusive of supports and base flashings. Raise all curbs for rooftop equipment such as skylights, vents, ductwork, expansion joints, siding or other appurtenances at least 8 inches above the surface of each new roof membrane.
10. Remove and dispose of unused rooftop penetrations, units, and equipment identified by the Owner. Repair openings in roof deck as required by applicable roof deck sections in the specifications.

11. Remove sections of masonry units as necessary to install new flashings at parapet walls.
12. Remove and discard backer rod and sealant in joints specified to be caulked.
13. Remove and dispose of all "breather-vents."
14. Remove and dispose of unused wood blocking supports and all existing wood pallets.

3.3 TITLE TO MATERIALS

A. Except where specified in other sections, all materials and equipment removed, and not reused, shall become the property of the Contractor and shall be removed from the property.

B. Title to the materials resulting from demolition, and materials and equipment to be removed, is vested in the Contractor upon approval by the Owner of the Contractor's demolition and removal procedures and notice to proceed is given.

C. The Owner will not be responsible for the condition, or loss of, or damage to, such property after notice to proceed.

D. Materials and equipment will not be viewed by prospective purchasers or sold on site.

3.4 CLEANUP

A. At the completion of the work, remove from the job site all tools, equipment, debris and waste.

B. Conduct final cleaning sufficiently to leave the work area and facility grounds in a visually acceptable condition to the Owner.

3.5 VERIFICATION

A. Upon completion of the removal of components in each area, visually inspect and verify that all components to be disposed have been disposed in dumpster.

B. Verify that surfaces are prepared ready to receive new materials.

3.6 REPAIR

A. Should damage to retained materials, equipment, the interior and components of the building occur as result of Contractor's disregard for the procedures outlined in this section, the Contractor shall at no cost to the Owner restore retained materials, equipment, the interior and components of the building to their original condition to the Owner's satisfaction.

END OF SECTION

SECTION 053100 - STEEL DECKING

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. Roof deck.
2. Roof deck repair.

1.3 SUBMITTALS

A. Product Data: For each type of deck, accessory, and product indicated.

B. LEED Submittal:

1. Product Data for Credit MR 4.1: For products having recycled content, documentation indicating percentages by weight of postconsumer and pre-consumer recycled content.

a. Include statement indicating costs for each product having recycled content.

C. Shop Drawings: Show layout and types of deck panels, anchorage details, reinforcing channels, pans, cut deck openings, special jointing, accessories, and attachments to other construction.

D. Product Certificates: For each type of steel deck, signed by product manufacturer.

E. Welding certificates.

F. Field quality-control test and inspection reports.

G. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, indicating that each of the following complies with requirements:

1. Power-actuated mechanical fasteners.
2. Acoustical roof deck.

H. Research/Evaluation Reports: For steel deck.

1.4 QUALITY ASSURANCE

A. Testing Agency Qualifications: An independent agency qualified according to ASTM E 329 for testing indicated.

B. Source Limitations for Electrified Cellular Floor Deck: Obtain cellular floor-deck units and compatible electrical components, such as preset inserts, activation kits, after set inserts, service fittings, header ducts, and trench header ducts, from same manufacturer.

C. Welding: Qualify procedures and personnel according to AWS D1.3, "Structural Welding Code - Sheet Steel."

D. Fire-Test-Response Characteristics: Where indicated, provide steel deck units identical to those tested for fire resistance per ASTM E 119 by a testing and inspecting agency acceptable to authorities having jurisdiction.

1. Fire-Resistance Ratings: Indicated by design designations of applicable testing and inspecting agency.
2. Steel deck units shall be identified with appropriate markings of applicable testing and inspecting agency.

E. AISI Specifications: Comply with calculated structural characteristics of steel deck according to AISI's "North American Specification for the Design of Cold-Formed Steel Structural Members."

F. Electrical Raceway Units: Provide UL-labeled cellular floor-deck units complying with UL 209 and listed in UL's "Electrical Construction Equipment Directory" for use with standard header ducts and outlets for electrical distribution systems.

G. FMG Listing: Provide steel roof deck evaluated by FMG and listed in its "Approval Guide, Building Materials" for Class 1 fire rating and Class 1-90 windstorm ratings.

H. Recycled Content of Steel Products: Provide products with an average recycled content of steel products so postconsumer recycled content plus one-half of pre-consumer recycled content is not less than 25 percent.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Protect steel deck from corrosion, deformation, and other damage during delivery, storage, and handling.

B. Stack steel deck on platforms or pallets and slope to provide drainage. Protect with a waterproof covering and ventilate to avoid condensation.

1. Protect and ventilate acoustical cellular roof deck with factory-installed insulation to maintain insulation free of moisture.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

1. Steel Deck:
   a. ASC Profiles, Inc.
   b. Canam Steel Corp.; The Canam Manac Group.
   c. Consolidated Systems, Inc.
   d. DACS, Inc.
   e. D-Mac Industries Inc.

f. Epic Metals Corporation.
g. Marlyn Steel Decks, Inc.
h. New Millennium Building Systems, LLC.
i. Nucor Corp.; Vulcraft Division.
j. Roof Deck, Inc.
k. United Steel Deck, Inc.
l. Valley Joist; Division of EBSCO Industries, Inc.
m. Verco Manufacturing Co.
n. Wheeling Corrugating Company; Div. of Wheeling-Pittsburgh Steel Corporation.

2. Rust Inhibitor Paint

a. Benjamin Moore & Company, Montvale, New Jersey.
b. Other approved equal manufacturers.

2.2 ROOF DECK

A. Steel Roof Deck: Fabricate panels, without top-flange stiffening grooves, to comply with "SDI Specifications and Commentary for Steel Roof Decks" in SDI Publication No. 30, and with the following:

1. Galvanized Steel Sheet: ASTM A 653/A 653M, Structural Steel (SS), Grade 33, G60 (Z180) zinc coating.
2. Deck Profile: To match existing deck profile.
3. Profile Depth: To match existing profile depth.
4. Design Uncoated-Steel Thickness: To match existing Uncoated-Steel Thickness.
5. Span Condition: Double span.
6. Side Laps: Overlapped.

2.3 ACCESSORIES

A. General: Provide manufacturer's standard accessory materials for deck that comply with requirements indicated.

B. Mechanical Fasteners: Corrosion-resistant, low-velocity, power-actuated or pneumatically driven carbon-steel fasteners; or self-drilling, self-threading screws.

C. Side-Lap Fasteners: Corrosion-resistant, hexagonal washer head; self-drilling, carbon-steel screws, No. 10 (4.8-mm) maximum diameter.

D. Miscellaneous Sheet Metal Deck Accessories: Steel sheet, minimum yield strength of 33,000 psi, not less than 0.0359-inch design uncoated thickness, of same material and finish as deck; of profile indicated or required for application.

E. Column Closures, End Closures, Z-Closures, and Cover Plates: Steel sheet, of same material, finish, and thickness as deck, unless otherwise indicated.

F. Recessed Sump Pans: Single-piece steel sheet, 0.0747-inch-thick, of same material and finish as deck, with 3-inch wide flanges and level recessed pans of 1-1/2-inch minimum depth. For drains, cut holes in the field.

G. Galvanizing Repair Paint: ASTM A 780 and SSPC-Paint 20 or DOD-P-21035, with dry film containing a minimum of 94 percent zinc dust by weight.

H. Rust Inhibitor Paint: Roof deck rust inhibitor paint shall be a water thinned, acrylic primer specifically formulated as a rust inhibitor paint that meets the following physical properties:

Property	Typical Value
Volume Solids	40%
Dry Heat Resistance	260 degrees F.
Viscosity	85 +/- 5 KU
Weight per Gallon	10.7 lb.
Flash Point	None

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with mine supporting frame and field conditions for compliance with requirements for installation tolerances and other conditions affecting performance.

3.2 DEMOLITION OF ROOF DECKING TO BE REPLACED

A. Remove existing decking units that are to be replaced. Deteriorated roof deck units larger than 18 inches in diameter shall require replacement of that roof deck unit as described in paragraph 3.4 ROOF DECK INSTALLATION. Areas of deterioration less than 18 inches will be repaired as described in paragraph 3.7 REPAIR OF ROOF DECK.

B. Contractor is to provide protection to building interior, contents, and occupants to assure that debris does not enter building and to prevent harm to occupants.

3.3 INSTALLATION, GENERAL

A. Install deck panels and accessories according to applicable specifications and commentary in SDI Publication No. 30, manufacturer's written instructions, and requirements in this Section.

B. Install temporary shoring before placing deck panels, if required to meet deflection limitations.

C. Locate deck bundles to prevent overloading of supporting members.

D. Place deck panels on supporting frame and adjust to final position with ends accurately aligned and bearing on supporting frame before being permanently fastened. Do not stretch or contract side-lap interlocks.

1. Align cellular deck panels over full length of cell runs and align cells at ends of abutting panels.

E. Place deck panels flat and square and fasten to supporting frame without warp or deflection.

F. Cut and neatly fit deck panels and accessories around openings and other work projecting through or adjacent to deck.

G. Provide additional reinforcement and closure pieces at openings as required for strength, continuity of deck, and support of other work.

H. Comply with AWS requirements and procedures for manual shielded metal arc welding, appearance and quality of welds, and methods used for correcting welding work.

I. Mechanical fasteners may be used in lieu of welding to fasten deck. Locate mechanical fasteners and install according to deck manufacturer's written instructions.

3.4 ROOF-DECK INSTALLATION

A. Roof Deck Side-Lap and Perimeter Edge Fastening: Fasten side laps and perimeter edges of panels between supports, at intervals not exceeding the lesser of 1/2 of the span or 18 inches and as follows:
1. Mechanically fasten with self-drilling, No. 10 (4.8-mm) diameter or larger, carbon-steel screws.

B. End Bearing: Install deck ends over supporting frame with a minimum end bearing of 1-1/2 inches, with end joints as follows:
1. End Joints: Lapped 2 inches minimum.

C. Roof Sump Pans and Sump Plates: Install over openings provided in roof deck and mechanically fasten flanges to top of deck. Space mechanical fasteners not more than 12 inches apart with at least one fastener at each corner.

1. Install reinforcing channels or zees in ribs to span between supports and mechanically fasten.

D. Miscellaneous Roof-Deck Accessories: Install ridge and valley plates, finish strips, end closures, and reinforcing channels according to deck manufacturer's written instructions. Mechanically fasten to substrate to provide a complete deck installation.

1. Weld cover plates at changes in direction of roof-deck panels, unless otherwise indicated.

3.5 FIELD QUALITY CONTROL.

A. Testing Agency: Owner will engage a qualified independent testing and inspecting agency to perform field tests and inspections and prepare test reports.

B. Field welds will be subject to inspection.

C. Testing agency will report inspection results promptly and in writing to Contractor and Consultant.

D. Remove and replace work that does not comply with specified requirements.

E. Additional inspecting, at Contractor's expense, will be performed to determine compliance of corrected work with specified requirements.

3.6 PROTECTION OF ROOF DECK

A. Galvanizing Repairs: Prepare and repair damaged galvanized coatings on top surface of deck with rust inhibitor paint according the manufacturer's written instructions.''

B. Rusting Steel Roof Decking Repair Painting: Wire brush and clean rust spots, welds, and abraded areas on both surfaces of prime-painted deck immediately after installation, and apply repair paint.

1. Apply repair paint, of same color as adjacent shop-primed deck, to bottom surfaces of deck exposed to view.

C. Wire brush and clean rust spots, welds, and abraded areas on top surface of roof deck in preparation for installation of the roof deck rust-inhibitor paint.

1. Prepare surfaces to receive rust inhibitor paint as required by paint manufacturer.
2. Apply rust inhibitor paint to prepared roof decking as required by paint manufacturer.

D. Provide final protection and maintain conditions to ensure that steel deck is without damage or deterioration at time of Substantial Completion.

3.7 REPAIR OF ROOF DECK

A. Remove all pipe seals, pitch pockets, deteriorated or otherwise unacceptable nailers, gravel stops or other items that will interfere with the installation of the replacement steel plate.

B. Bend fourteen (14) gauge plate to cover openings or limited areas of heavy rust and/or pitting up to eighteen (18) inches in diameter in existing steel roof decking, such that turned down terminations of plate may be fastened in the flutes of the existing steel deck six (6) inches on center with self-tapping screws. The steel plate cover shall be cut to extend a minimum of three (3) inches beyond the deteriorated area in all directions.

3.8 CLEAN UP

A. Clean building interior where soiled by work of this section on a daily basis.

B. At completion of all deck replacement work, remove all construction debris and equipment from job site.

3.9 VERIFICATION

A. Upon completion of the installation in each area, visually inspect and verify that all components are complete and properly installed. Verify that fasteners are properly located and securely anchored.

END OF SECTION

SECTION 061053 - MISCELLANEOUS ROUGH CARPENTRY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Framing with dimension lumber.
2. Rooftop equipment bases and support curbs.
3. Wood blocking, cants, and nailers.
4. Wood sleepers.

B. Related Requirements:

1. Section 061600 "Sheathing."

1.3 DEFINITIONS

A. Dimension Lumber: Lumber of 2 inches nominal or greater but less than 5 inches nominal in least dimension.

B. Lumber grading agencies and the abbreviations used to reference them, include the following:

1. NeLMA: Northeastern Lumber Manufacturers' Association.
2. NHLA: National Hardwood Lumber Association.
3. NLGA: National Lumber Grades Authority.
4. SPIB: The Southern Pine Inspection Bureau.
5. WCLIB: West Coast Lumber Inspection Bureau.
6. WWPA: Western Wood Products Association.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application details.

1. Include data for wood-preservative treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Indicate type of preservative used and net amount of preservative retained.

2. Include data for fire-retardant treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Include physical properties of treated materials based on testing by a qualified independent testing agency.
3. For fire-retardant treatments, include physical properties of treated lumber both before and after exposure to elevated temperatures, based on testing by a qualified independent testing agency according to ASTM D 5664.
4. For products receiving a waterborne treatment, include statement that moisture content of treated materials was reduced to levels specified before shipment to Project site.
5. Include copies of warranties from chemical treatment manufacturers for each type of treatment.

B. LEED Submittals:

1. Certificates for Credit MR 6: Chain-of-custody certificates indicating that products specified to be made from certified wood comply with forest certification requirements. Include documentation that manufacturer is certified for chain of custody by an FSC-accredited certification body. Include statement indicating cost for each certified wood product.
2. Product Data for Credit IEQ 4.1: For adhesives, documentation including printed statement of VOC content.

1.5 INFORMATIONAL SUBMITTALS

A. Evaluation Reports: For the following, from ICC-ES:

1. Preservative-treated wood.
2. Fire-retardant-treated wood.
3. Power-driven fasteners.
4. Powder-actuated fasteners.
5. Expansion anchors.
6. Metal framing anchors.

1.6 QUALITY ASSURANCE

A. Testing Agency Qualifications: For testing agency providing classification marking for fire-retardant treated material, an inspection agency acceptable to authorities having jurisdiction that periodically performs inspections to verify that the material bearing the classification marking is representative of the material tested.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Stack lumber flat with spacers beneath and between each bundle to provide air circulation. Protect lumber from weather by covering with waterproof sheeting, securely anchored. Provide for air circulation around stacks and under coverings.

PART 2 - PRODUCTS

2.1 WOOD PRODUCTS, GENERAL

A. Certified Wood: Lumber and plywood shall be produced from wood obtained from forests certified by an FSC-accredited certification body to comply with FSC STD-01-001, "FSC Principles and Criteria for Forest Stewardship."

B. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, provide lumber that complies with the applicable rules of any rules-writing agency certified by the ALSC Board of Review. Provide lumber graded by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.

1. Factory mark each piece of lumber with grade stamp of grading agency.
2. For exposed lumber indicated to receive a stained or natural finish, mark grade stamp on end or back of each piece.
3. Where nominal sizes are indicated, provide actual sizes required by DOC PS 20 for moisture content specified. Where actual sizes are indicated, they are minimum dressed sizes for dry lumber.
4. Provide dressed lumber, S4S, unless otherwise indicated.

C. Maximum Moisture Content of Lumber: 15 percent for 2-inch nominal thickness or less, 19 percent for more than 2-inch nominal thickness, unless otherwise indicated.

2.2 WOOD-PRESERVATIVE-TREATED MATERIALS

A. Preservative Treatment by Pressure Process: AWPA U1; Use Category UC3b for exterior construction not in contact with the ground, and Use Category UC4a for items in contact with the ground.

1. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium.
2. For exposed items indicated to receive a stained or natural finish, use chemical formulations that do not require incising, contain colorants, bleed through, or otherwise adversely affect finishes.

B. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent. Do not use material that is warped or does not comply with requirements for untreated material.

C. Mark lumber with treatment quality mark of an inspection agency approved by the ALSC Board of Review.

1. For exposed lumber indicated to receive a stained or natural finish, mark end or back of each piece.

D. Application: Treat all miscellaneous carpentry unless otherwise indicated.

2.3 FIRE-RETARDANT-TREATED MATERIALS

A. General: Where fire-retardant-treated materials are indicated, use materials complying with requirements in this article, that are acceptable to authorities having jurisdiction, and with fire-test-response characteristics specified as determined by testing identical products per test method indicated by a qualified testing agency.

B. Fire-Retardant-Treated Lumber and Plywood by Pressure Process: Products with a flame spread index of 25 or less when tested according to ASTM E 84, and with no evidence of significant progressive combustion when the test is extended an additional 20 minutes, and with the flame front not extending more than 10.5 feet beyond the centerline of the burners at any time during the test.

1. Use treatment that does not promote corrosion of metal fasteners.
2. Exterior Type: Treated materials shall comply with requirements specified above for fire-retardant-treated lumber and plywood by pressure process after being subjected to accelerated weathering according to ASTM D 2898. Use for exterior locations and where indicated.

C. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent. Kiln-dry plywood after treatment to a maximum moisture content of 15 percent.

D. Identify fire-retardant-treated wood with appropriate classification marking of testing and inspecting agency acceptable to authorities having jurisdiction.

1. For exposed lumber indicated to receive a stained or natural finish, mark end or back of each piece.

E. For exposed items indicated to receive a stained or natural finish, use chemical formulations that do not bleed through, contain colorants, or otherwise adversely affect finishes.

F. Application: Treat all miscellaneous carpentry unless otherwise indicated.

2.4 DIMENSION LUMBER FRAMING

A. Other Framing: Construction or No. 2 grade and any of the following species:

1. Hem-fir (north); NLGA.
2. Southern pine; SPIB.
3. Douglas fir-larch; WCLIB or WWPA.
4. Mixed southern pine; SPIB.
5. Spruce-pine-fir; NLGA.
6. Douglas fir-south; WWPA.
7. Hem-fir; WCLIB or WWPA.
8. Douglas fir-larch (north); NLGA.
9. Spruce-pine-fir (south); NeLMA, WCLIB, or WWPA.

2.5 MISCELLANEOUS LUMBER

A. General: Provide miscellaneous lumber indicated and lumber for support or attachment of other construction, including the following:

1. Blocking.
2. Nailers.
3. Rooftop equipment bases and support curbs.
4. Cants.
5. Furring.

B. For items of dimension lumber size, provide Construction or No. 2 grade lumber of any of the following species:

1. Hem-fir (north); NLGA.
2. Mixed southern pine; SPIB.
3. Spruce-pine-fir; NLGA.
4. Hem-fir; WCLIB or WWPA.
5. Spruce-pine-fir (south); NeLMA, WCLIB or WWPA.
6. Western woods; WCLIB or WWPA.
7. Northern species; NLGA.
8. Eastern softwoods; NeLMA.

C. For concealed boards, provide lumber with 15 percent maximum moisture content and any of the following species and grades:

1. Mixed southern pine, No. 2 grade; SPIB.
2. Hem-fir or hem-fir (north), Construction or No. 2 Common grade; NLGA, WCLIB, or WWPA.
3. Spruce-pine-fir (south) or spruce-pine-fir, Construction or No. 2 Common grade; NeLMA, NLGA, WCLIB, or WWPA.
4. Eastern softwoods, No. 2 Common grade; NELMA.
5. Northern species, No. 2 Common grade; NLGA.
6. Western woods, Construction or No. 2 Common grade; WCLIB or WWPA.

D. For blocking not used for attachment of other construction, Utility, Stud, or No. 3 grade lumber of any species may be used provided that it is cut and selected to eliminate defects that will interfere with its attachment and purpose.

E. For blocking and nailers used for attachment of other construction, select and cut lumber to eliminate knots and other defects that will interfere with attachment of other work.

F. For furring strips for installing plywood or hardboard paneling, select boards with no knots capable of producing bent-over nails and damage to paneling.

2.6 FASTENERS

A. General: Provide fasteners of size and type indicated that comply with requirements specified in this article for material and manufacture.

1. Where carpentry is exposed to weather, in ground contact, pressure-preservative treated, or in area of high relative humidity, provide fasteners of Type 304 stainless steel.

B. Nails, Brads, and Staples: ASTM F 1667.

C. Power-Driven Fasteners: NES NER-272.

D. Wood Screws: ASME B18.6.1.

E. Screws for Fastening to Metal Framing: [ASTM C 1002] [ASTM C 954], length as recommended by screw manufacturer for material being fastened.

F. Lag Bolts: ASME B18.2.1 (ASME B18.2.3.8M).

G. Bolts: Steel bolts complying with ASTM A 307, Grade A (ASTM F 568M, Property Class 4.6); with ASTM A 563 (ASTM A 563M) hex nuts and, where indicated, flat washers.

H. Expansion Anchors: Anchor bolt and sleeve assembly of material indicated below with capability to sustain, without failure, a load equal to 6 times the load imposed when installed in unit masonry assemblies and equal to 4 times the load imposed when installed in concrete as determined by testing per ASTM E 488 conducted by a qualified independent testing and inspecting agency.

1. Material: Carbon-steel components, zinc plated to comply with ASTM B 633, Class Fe/Zn 5.
2. Material: Stainless steel with bolts and nuts complying with ASTM F 593 and ASTM F 594, Alloy Group 1 or 2 (ASTM F 738M and ASTM F 836M, Grade A1 or A4).

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Set carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit carpentry to other construction; scribe and cope as needed for accurate fit. Locate nailers, blocking, and similar supports to comply with requirements for attaching other construction.

B. Where wood preservative-treated lumber is installed adjacent to metal decking, install continuous flexible flashing separator between wood and metal decking.

C. Framing Standard: Comply with AF&PA's WCD 1, "Details for Conventional Wood Frame Construction," unless otherwise indicated.

D. Install plywood backing panels by fastening to studs; coordinate locations with utilities requiring backing panels.

E. Metal Framing Anchors: Install metal framing anchors to comply with manufacturer's written instructions. Install fasteners through each fastener hole.

F. Do not splice structural members between supports unless otherwise indicated.

G. Provide blocking and framing as indicated and as required to support facing materials, fixtures, specialty items, and trim.

1. Provide metal clips for fastening gypsum board or lath at corners and intersections where framing or blocking does not provide a surface for fastening edges of panels. Space clips not more than 16 inches on center.

H. Sort and select lumber so that natural characteristics will not interfere with installation or with fastening other materials to lumber. Do not use materials with defects that interfere with function of member or pieces that are too small to use with minimum number of joints or optimum joint arrangement.

I. Comply with AWPA M4 for applying field treatment to cut surfaces of preservative-treated lumber.

1. Use inorganic boron for items that are continuously protected from liquid water.
2. Use copper naphthenate for items not continuously protected from liquid water.

J. Securely attach carpentry work to substrate by anchoring and fastening as indicated, complying with the following:

1. NES NER-272 for power-driven fasteners.
2. Table 2304.9.1, "Fastening Schedule," in ICC's International Building Code.
3. Table R602.3(1), "Fastener Schedule for Structural Members," and Table R602.3(2), "Alternate Attachments," in ICC's International Residential Code for One- and Two-Family Dwellings.

K. Use steel common nails unless otherwise indicated. Select fasteners of size that will not fully penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting wood. Drive nails snug but do not countersink nail heads unless otherwise indicated.

3.2 WOOD SLEEPER, BLOCKING, AND NAILER INSTALLATION

A. Install where indicated and where required for screeding or attaching other work. Form to shapes indicated and cut as required for true line and level of attached work. Coordinate locations with other work involved.

B. Attach items to substrates to support applied loading. Recess bolts and nuts flush with surfaces unless otherwise indicated.

C. Provide permanent grounds of dressed, pressure-preservative-treated, key-beveled lumber not less than 1-1/2 inches wide and of thickness required to bring face of ground to exact thickness of finish material. Remove temporary grounds when no longer required.

3.3 PROTECTION

A. Protect wood that has been treated with inorganic boron (SBX) from weather. If, despite protection, inorganic boron-treated wood becomes wet, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.

B. Protect miscellaneous rough carpentry from weather. If, despite protection, miscellaneous rough carpentry becomes wet, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.

END OF SECTION

SECTION 061516 - PLYWOOD ROOF DECKING

PART 1 - GENERAL

1.1 WORK INCLUDED

A. Furnish all equipment, labor, materials, and supervision to complete:

1. Replacement of deteriorated plywood wood decking with new plywood decking.
2. Replacement of loose or improperly installed fasteners in existing exterior grade plywood roof decking sheets using new approved nails.

1.2 RELATED SECTIONS

A. Related Sections: Work contained elsewhere, when applicable.

1. Roof Demolition
2. Rough Carpentry
3. Related Sheet Metal

1.3 REFERENCES

A. All work under this section shall conform to the more stringent product and performance procedures outlined within the project specifications and as outlined in, recommended in, or specified in the latest editions of:

1. FM Global (FMG)
   a. Approval Guide
   b. Loss Prevention Data Sheet 1-28

2. Underwriters Laboratory Inc. (UL)
   a. Building Materials Directory

3. American Society for Testing and Materials (ASTM)
   a. Book of Standards

4. National Roofing Contractors Association (NRCA)
   a. Roofing and Waterproofing Manual
   b. Handbook of Accepted Roofing Knowledge (HARK)

5. AITC 112 (American Institute Timber Construction) - Standard for Tongue and Groove Heavy Timber Decking.

6. ALSC - American Lumber Standards Committee: Softwood Lumber Standards.

7. APA: American Plywood Association.

8. AWPA (American Wood Preservers Association) C1 - All Timber Products Preservative Treatment by Pressure Process.

9. SPIB: Southern Pine Inspection Bureau.

10. WCLIB: West Coat Lumber Inspection Bureau.

11. WWPA: Western Wood Products Association.

12. Northeastern Lumber Manufacturers Association (NELMA): "Standard Grading Rules for Northeastern Lumber" publication.

13. American Wood Preservers Bureau (AWPB): LP-22

1.4 SYSTEM DESCRIPTION

A. Plywood sheets fastened to structural roof framing members to create a roof decking system capable of supporting design dead and live loads, and resisting design wind forces.

1.5 REGULATORY REQUIREMENTS

A. FM Global (FMG): FMG component classification.

B. Underwriters Laboratory Inc. (UL): UL component classification.

1.6 SUBMITTALS

A. General: Comply with all provisions of the contract documents, to include any additional submittal requirement not listed herein. Requirements listed herein are the minimum acceptable.

B. Product Data and Samples: After the award of contract, submit:

1. Technical data on wood preservative materials, application instructions.

2. Samples of exposed to view wood deck: Submit two 12 inch two foot samples in specified size illustrating wood grain, stain, and finish.

3. Complete material list of all items proposed to be furnished and installed under this section.

4. Type of species of wood plank. (Descriptive Data Only)

5. Two samples of type of fastener used for securing wood planks to existing wood, masonry, and steel substrates.

6. Manufacturer's complete literature and specifications for installation of the specified roof d decking including fastening pattern for attachment to structural deck.
7. Certification of FMG approval of mechanical fasteners used in the work on this section.

C. Shop Drawings

1. Shop drawings which indicate deck framing system, bearing details, framed openings and slope.

D. Project Record Documents

1. Upon completion of the roof deck system installation, provide written certification that the roof deck assembly has been installed in accordance with the project specifications and drawings, and any approved contractor submitted shop drawings.
2. As specified elsewhere, provide all required warranties, guarantees, and other such documents.

1.7 QUALITY ASSURANCE

A. Standards: Comply with the standards specified in this section and as listed in the general requirements. Standard roof decking sheets shall have clearly legible stamped grading of species and characteristics of the decking in accordance with grading rules under which the species is customarily graded.

B. Design roof decking under direct supervision of a Professional Structural Engineer experienced in design of this Work and licensed at the place where the Project is located.

C. Qualifications of Manufacturer: Products used in the work included in this section shall be produced by manufacturers specializing in manufacturing the Products specified in this section with minimum three years documented experience and certified by AITC.

D. Qualifications of Contractor: The contractor shall have a minimum three years documented experience and be previously and currently approved by the manufacturer of decking products to be installed under this section of the specification. Verification of approved Contractor status shall be by written manufacturer certification, as stated elsewhere.

E. Qualifications of Installers: Installers shall be thoroughly trained and experienced in the necessary crafts. Installers shall be made familiar with any unique requirements specified for proper performance of the work in this section.

F. Decking Inspections: Cooperate and coordinate with inspectors, testing agencies and manufacturers, in order to facilitate inspection of roof decking to include allowance of field sampling.

G. Rejection: In the acceptance or rejection of work under this section, no allowance will be made for lack of skill or specification understanding on the part of the workmen. It shall be incumbent upon the contractor to use adequate numbers of skilled installers and to instruct them in the requirements of the project specifications as well as maintaining a set of the project specifications and drawings on the roof at all times.

H. Replacement: In the event inadequate or improper installation is determined, contractor shall make all repairs and replacements required to render the installation compliant with the project specifications. Replacements, due to improper performance, shall be at the sole cost of the contractor.

1.8 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Delivery: Material shall be delivered in the manufacturers original sealed and labeled containers or wrappings and in sufficient quantities to provide for continuous installation progress without disruption or delay due to lack of materials on site.

B. Storage: Materials shall be stored out of direct exposure to the elements and shall be stored on pallets or other storage supports, a minimum of 6 inches above the roof or ground surface. All materials shall be covered with canvas tarps or fitted synthetic tarp like covers.

1. If materials are to be stored on the roof, they shall be sufficiently distributed around the perimeter or over load bearing supports to prevent over stressing of the roof deck.
2. Polyethylene roll stock material is not an acceptable tarp material.
3. Prior to leaving the job site, daily, tarps are to be secured at all edges to immovable objects and anchored sufficiently to prevent blow off or dislocation.

C. Handling: Material shall be handled in such a manner as to preclude damage or contamination with moisture or foreign matter.

D. In the event of damage from delivery, storage, or handling of materials under this section, immediately replace deficient materials. Any installation of damaged materials shall be immediately removed and replaced. Replacement of damaged or improperly installed materials shall be at the sole cost of the contractor.

1.9 SITE CONDITIONS

A. General: Do not uncover or install material under this section during periods of inclement weather. Weather conditions, either current or predicted, that would prevent proper execution of the work under this section shall determine placement acceptability for each day's work.

B. Work shall not be performed under this section if the ambient temperature is below 40 degrees Fahrenheit, without prior written approval from the Consultant and manufacturer.

1. When ambient temperatures are anticipated or forecast to drop below 40 degrees Fahrenheit during the course of the work, a manufacturer approved Cold Weather Application Specification shall be submitted for review and approval.
2. Submission of a Cold Weather Application Specification does not constitute approval for application of work under this section. No work shall be performed until written approval and authorization has been received.

C. Field Measurements: Verification of all roof termination points and penetration locations, dimensions, sizes, and quantities are the responsibility of the contractor as outlined in the contract documents. Actual field measurements shall be used in preparation of contractor submitted shop drawings.

1.10 ENVIRONMENTAL CONDITIONS OR REQUIREMENTS

A. The materials specified for use in the work of this section shall not be installed during periods of precipitation, frost, snow, dew, high winds or other climatological activity that might preclude performance of the installed material or present a safety hazard to property or person.

B. It shall be the contractor's responsibility to check daily and long range weather forecasts before planning each day's work; so as to prevent possible entry of water into the building due to rain or other precipitation getting through opened roof mat or flashing areas.

C. The contractor shall not open more roof deck in one day than can be properly reroofed, patched, sealed or recovered in that same day.

D. During periods of precipitation, the contractor shall be responsible for performance, at least daily, inspections for leaks in the area of work and if any arise, shall seal them immediately to prevent interior building damage. All leak related damage to the building shall be repaired to the satisfaction of the owner at no cost to the owner.

E. Install cements, emulsions, coatings, resaturants, adhesives, roofing membranes and other materials on dry surfaces only and according to manufacturer's recommended ambient temperatures and relative humidity requirements.

1.11 PROTECTION OF PROPERTY

A. Install protective coverings at pavement, sidewalks and buildings adjacent to hoists, other material conveyance equipment, and kettles prior to starting work.

1. Lap protective coverings no less than 6 inches, secure against wind, and vent to prevent collection of moisture on covered surfaces.
2. Keep protective coverings in place for the duration of the roof work.

1.12 COORDINATION

A. Verify that all preparatory and sequential prior work is complete and properly installed before performing work of this section.

1. Phased construction without prior written approval is strictly prohibited. Incomplete installation of all roof system components is justification for rejection of part or all work performed as being an improper installation.

B. Material deliveries, equipment arrivals or movements, or product installation work shall be coordinated with the owner, other trades and/or other potentially impacted parties prior to the implementing of such planned activity.

C. Once work begins on a roof, all preparation and required work on that roof shall be completed prior to moving to another roof area. The work shall be diligently performed on a daily basis until completion, unless otherwise directed by the owner.

D. Completion of work shall be defined as the total completion of all work required to render the newly restored roof area watertight and free of surface defects and requiring no further work or foot traffic in the area by the workers.

E. The contractor shall arrange to schedule the necessary manufacturer's completion inspection and secure a report of satisfactory performance for each roof prior to moving workers or equipment to any other roof designated for restoration.

1.13 WARRANTY

A. Material and installation shall meet all the requirements necessary to fulfill the warranty conditions and provisions set forth in Section 01740, "Warranties and Bonds," and as specifically written in the manufacturer's warranty as submitted.

PART 2 - PRODUCTS

2.1 MANUFACTURERS OF PLYWOOD

A. The exterior grade plywood roof decking as specified shall be manufactured by the following companies:

1. Georgia-Pacific Corporation, Atlanta, Georgia
2. Weyerhauser Company, Tacoma, Washington
3. Other approved equal manufacturers

2.2 ACCEPTABLE MANUFACTURERS OF ACCESSORIES

A. Hot dipped zinc coated steel nails with 3/8-inch diameter pan head for a wood substrate:

1. W.H. Maze, Inc., Peru, IL.
2. Other approved equal manufacturer's

B. Clip for providing side supports between non-interlocked plywood sheets:

1. Teco, Inc., 5530 Wisconsin Avenue, Chevy Chase, Maryland

2.3 LUMBER AND SHEET MATERIALS

A. PLYWOOD ROOF DECKING

1. Douglas Fir or Southern Pine Plywood C-D Exterior Grade decking sheets with a nominal thickness identified on roof sections and details that has the following properties:

a. Kiln dried to a maximum moisture content of 15 percent.
b. Constructed of five plies, five layers.
c. Manufactured to be graded in accordance with the grading rules under which the species is customarily graded.

2.4 ACCESSORIES

A. Fasteners for securing new plywood sheets to a wood substrate:

1. Hot dipped zinc coated barbed steel nails. Nails must be of sufficient length to penetrate through new wood decking and into a wood substrate at least 1 inch.
2. Hot dipped zinc coated steel barbed nails in contact with the plywood and wood members must exhibit corrosion rates less than one mil per year when tested in accordance with Federal specification MIL-L-19140 Paragraph 4.6.5.2.

B. Clips for providing side support between non-interlocked tongue and groove wood blocking:

1. 18-gauge zinc coated steel H-Clip.
2. Clips in contact with the plywood and wood members must exhibit corrosion rates less than one mil per year when tested in accordance with Federal specification MIL-L-19140 Paragraph 4.6.5.2.

PART 3 - EXECUTION

3.1 PREPARATION

A. Clean surfaces of new and existing joists free of contaminants and debris such that will interfere with the direct contact of the plywood against the joists.

B. Examine all surfaces designated to receive the new roof decking and report all unacceptable surfaces to the Owner.

C. All surfaces to which plywood are to be applied must be rigid, dry, smooth, and level.

D. Notify the owner of all defects that will adversely affect proper application of the plywood.

E. Correct all defects before application of plywood.

3.2 DEMOLITION OF ROOF DECKING

A. Remove existing roof decking sheets that are deteriorated, split, broken, or structurally unsound.

B. Contractor shall provide protection to building interior, contents, and occupants to assure that debris does not enter building and to prevent harm to occupants during this work.

3.3 INSTALLATION OF NEW STANDARD EXTERIOR GRADE PLYWOOD ROOF DECKING

A. Install new exterior grade plywood decking sheets on top of exposed roof joists.

B. Fit pieces of plywood together closely to allow for 1/8 inch spacing at panel ends and edges.

C. Stagger rows of plywood sheets so that ends are offset four (4) feet.

D. Provide side support using one Teco H-Clip between two adjacent plywood sheets when joists or trusses are spaced greater than 16 inches on center. Ensure that the clip is seated between the plywood sheets and against the top and bottom surfaces of the plywood tightly with no gaps.

E. Place each continuous piece of new plywood decking sheets over at least three support members.

F. Secure each plywood sheets to top of roof joists using new approved nails to ensure that each sheet has been secured to the roof joists as follows:

1. Six (6) inches along panel edges.
2. Twelve (12) inches at intermediate supports, except when supports are spaced more than forty-eight (48) inches on center or more, space nails six (6) inches on center at intermediate points.

3.4 SECUREMENT OF EXISTING EXTERIOR GRADE PLYWOOD ROOF DECKING

A. Replace loose or improperly installed fasteners in existing exterior grade plywood roof decking sheets on top of roof joists that are specified to remain in place using new approved nails to ensure that each sheet has been secured to the roof joists as follows:

1. Six (6) inches along panel edges.
2. Twelve (12) inches at intermediate supports, except when supports are spaced more than 48 inches on center or more, space nails 6 inches on center at intermediate points.

3.5 CLEAN UP

A. Remove all debris and unnecessary roof related materials from the finished roof area.

B. Leave job site absolutely clean at completion of work and properly dispose of all construction debris.

3.6 VERIFICATION

A. Upon completion of the installation in each area visually inspect and verify that all components are complete and properly installed so that the roof system is defect-free and in a watertight condition. Verify that fasteners are properly located and securely anchored.

END OF SECTION

SECTION 064350 - VINYL RAILING SYSTEM

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

B. Drawings and general provisions of the contract apply to this section

1.2 SUMMARY

A. This Section includes the following:

1. Polyvinyl chloride (PVC) guardrail components.

B. Related Sections include the following:

1. Division 1 Section "LEED Requirements" for additional LEED requirements.
2. Division 2 Section "Termite Control" for site application of borate treatment to wood framing.
3. Division 6 Section "Sheathing."
4. Division 6 Section "Metal Plate-Connected Wood Trusses."

1.3 DEFINITIONS

A. This Section includes the following:

1. Polyvinyl
   a. Posts are the vertical structure support members of the guardrail system.
   b. Rails are the horizontal structural support members of the guardrail system.
   c. Aluminum Channel - Structural supports inside rails.
   d. Balusters are the vertical members between bottom and top rails.
   e. Post Support Kits are the non-PVC steel structure supports inside the vinyl posts.
2. Brackets are an additional method of rail to structural post attachment.

1.4 SUBMITTALS

A. General: Submit the following according to the conditions of the contract.

B. Product Data: In the form of manufacturer's technical data, specifications, and installations for guardrail, posts, post caps, and accessories.

C. Samples for verification of PVC color in the form of 3-inch lengths of actual product to be used in color selection.

D. Shop Drawings showing guardrail design.

1.5 QUALITY ASSURANCE

A. Installer Qualifications: Engage an experienced installer who has at least three year's experience and has completed at least five PVC fence projects with same material and of similar scope to that indicated for this project with a successful construction record of in-service performance.

B. Single-Source Responsibility: Obtain PVC guardrail accessories, fittings and fastenings, from a single source.

C. Product Identification: labeling includes manufacturer's name, product identification, and number of quality assurance agency (i.e. #AA-676), and ICC-ES evaluation report number (i.e. #NER-605).

1.6 PROJECT CONDITIONS

A. Field Measurements: Verify layout information for guardrail shown on the drawings in relation to the property survey and existing structures. Verify dimensions by field measurements.

1.7 WARRANTY

A. Manufacturer's Warranty: 30 year non-prorated limited warranty applies to commercial applications.

PART 2 - PRODUCTS

2.1 GUARD RAIL MATERIALS

A. General: Provide PVC guardrail materials recognized to be of type indicated and tested to show compliance with indicated performances, and local building codes.

B. Available Manufacturer: Subject to compliance with requirements, manufacturers offering products that may be incorporated in the work include:

1. CertainTeed Corporation P.O. Box 860 Valley Forge, PA 19482 Professional: 800-233-8990 Consumer: 800-782-8777
   a. Style Name: Oxford.
   b. Height 3'-6" minimum.
   c. Color Match EverNew white.

2. Other approved equal manufacturers

2.2 POLYVINYL CHLORIDE (PVC) GUARDRAIL COMPONENTS

A. General: Posts, rails, pickets, post caps, and accessories shall be of high impact, Ultra Violet (U.V.) resistant, rigid PVC, and shall comply with ASTM D 1784, Class 14344B.

B. Posts: One piece extruded, of lengths indicated and pre-routed to receive rails at spacing indicated.

1. Cross Section: 4” X 4” minimum.
2. Wall Thickness: 0.140” minimum.
3. Corner Radius: 11/32”R minimum

C. Rails: One piece extruded, of lengths indicated pre-routed to receive balusters at spacing indicated.

1. Top Rail:

a. Cross Section: T-Rail 3-1/2” X 3” minimum
b. Wall Thickness: 0.095” minimum
c. Corner Radius: 13/32”R minimum

2. Bottom Rail:

a. Cross Section: 1-3/4” X 3-1/2” (Nom 2” X 4”) minimum
b. Wall Thickness: 0.100” minimum
c. Corner Radius: 13/32”R minimum

D. Balusters: One piece extruded (example: 1-1/4” X 1-1/4”), or reformed extrusion (example: colonial style) of lengths indicated.
1. Cross Section: 1-1/4” X 1-1/4” minimum
2. Wall Thickness: 0.105” minimum
3. Corner Radius: 5/32”R minimum
4. Baluster spacing: 3-3/8” ‘

E. Post Caps: Molded, one piece.

1. Cross Section: Match post or gate upright cross section.
2. Thickness: 0.095" minimum
3. Configuration: Flat or four sided as required for installation to top of posts.

F. Accessories: Manufacturer’s standard, screw caps, rail and post trim pieces, and other accessories as required.

2.3 MISCELLANEOUS MATERIALS

A. Post Support Kits: Galvanized steel post 1-5/8" SS40 type extending from attachment surface for concrete or substructure of wood deck to above top rail of guardrail. Aluminum post brackets and stainless steel rail lock plates to fit over pipe. Includes all necessary hardware to attach to wood deck sub structure or concrete surface.

B. Stiffener Channels: Extruded aluminum structural channel. Configure channels for concealed installation within PVC rails.

1. Cross Section: 3.00" x 3.00" x 1.500" profile shape to grip picket.
2. Thickness: 0.060 (minimum).

C. Fasteners: Stainless steel. All fasteners to be concealed or colored heads to match. Provide sizes as recommended by manufacturer.

D. Brackets: Stamped aluminum #5052-H32 alloy bracket to be used as an optional method of rail to post attachment.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Install guardrail in locations shown in compliance with manufacturer's written instructions. During installation, PVC components shall be carefully handled and stored to avoid contact with abrasive surfaces. Install components in sequence as recommended by fence manufacturer.

1. Install guardrail as indicated on the drawings provided.
2. Variations from the installation indicated must be approved.

3.2 GUARDRAIL INSTALLATION

A. Post Support Kits: To be attached to wood substrate using hardware supplied by the manufacturer and following all recommended manufacturer installation instructions at positions indicated on drawings.

B. Posts Brackets: Install one set at position below each routed hole to act as spacer between steel pipe and vinyl post as per manufacturer recommendations.

C. Posts: Install over steel post in one piece, plumb and in line. Space a maximum of 8 feet o. c., unless otherwise indicated.

D. Top and Bottom Rails: Concealed aluminum channel stiffeners are included in both top and bottom rails. Rails should be installed level, except on stairs and ramps, by inserting rails in one piece into routed hole fabricated into posts to receive top and bottom rails.

E. Balusters: Install balusters in one piece as per manufacturer recommendations. Install balusters plumb.

F. Rail Lock Plate: After top rail is installed, place rail lock plate over post support pipe and rest on top of rail. Secure with screws to lock top rail in place.

G. Post Caps: Install either internal fit caps by pressing in place; secure with clear silicone adhesive.

3.3 ADJUSTING and CLEANING

A. Remove all traces of dirt and soiled areas.

3.4 DEMONSTRATION

A. Instruct the owner's personnel on proper maintenance of guardrail components.

END OF SECTION

SECTION 070150.76 - REHABILITATION OF SINGLE PLY 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. Roof membrane coating preparation including roof patching and cleaning.
2. Removal and replacement of base flashings.
3. Application of coating on fully adhered EPDM membrane roof.

B. Related Sections include but are not limited to the following:

1. Division 00 Document "Available Information," including the following pre-construction test report attachments.

a. Infrared roof moisture survey report.
b. Asbestos-containing material report.
c. Roofing fastener pull-out test report.
d. Roofing fastener inspection.
e. Construction Drawings for existing roofing system.

2. Division 00 Document "Available Information," including the following pre-construction test report attachments.
3. Division 01 Section "Summary" for use of the premises and phasing requirements, and for restrictions on use of the premises due to Owner or tenant occupancy on use of the premises due to Owner or tenant occupancy, for full building rehabilitation projects.
4. Division 01 Section "Photographic Documentation" for photographs taken before coating preparation.
5. Division 01 Section "Temporary Facilities and Controls" for temporary construction and environmental protection measures.
6. Division 01 Section "Sustainable Design Requirements" for general requirements for LEED certified projects.
7. Division 01 Section "Warranty and Maintenance of Thermal and Moisture Protection" for warranty and maintenance service agreement requirements.
8. Division 06 Section "Miscellaneous Rough Carpentry" for blocking and wood nailers.
9. Division 07 Section "Thermal and Moisture Protection Rehabilitation" for general rehabilitation of thermal and moisture protection not within the metal roof system.

10. Division 07 Section "Rehabilitation of Joint Sealants" for general rehabilitation of joint sealants not within the metal roof system.
11. Allowances: Refer to Division 01 Section "Allowances" for description of Work in this Section affected by allowances.
12. Unit Prices: Refer to Division 0 Section "Unit Prices" for description of Work in this Section affected by unit prices.
13. Alternates: Refer to Division 0 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 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: EPDM single-ply 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.

1.5 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.

B. Accelerated Weathering: Roofing system shall withstand 2000 hours of exposure when tested according to ASTM G 152, ASTM G 154, or ASTM G 155.

C. 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.

D. Flashings: Comply with requirements of Division 7 Sections "Sheet Metal Flashing and Trim" and "Manufactured Roof Specialties." Provide base flashings, perimeter flashings, detail flashings and component materials that comply with requirements and recommendations of the following:

1....FMG 1-49 Loss Prevention Data Sheet for Perimeter Flashings.
2....FMG 1-29 Loss Prevention Data Sheet for Above Deck Roof Components.
3....NRCA Roofing and Waterproofing Manual (Sixth Edition) for construction details and recommendations.
4....SMACNA Architectural Sheet Metal Manual (Seventh Edition) for construction details.

E. Solar Reflectance Index: Not less than 108 when calculated according to ASTM E 1980 based on testing identical products by a qualified testing agency.

F. 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.

G. 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.

1.6 ACTION SUBMITTALS

A. Product Data: For each type of product specified. Indicate CRRC Compliance.

1. 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: Executed 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, Consultant, 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 years' experience in manufacture of specified products in successful use in similar applications.

1. Approval of Other Manufacturers and Comparable Products: Submit the following in accordance with project substitution requirements, within time allowed for substitution review:

a. Product data, including certified independent test data indicating compliance with requirements.
b. Samples of each component.
c. Sample submittal from similar project.
d. Project references: Minimum of five installations of specified products not less than five years old, with Owner and Consultant contact information.
e. Sample warranty.

C. 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 the following:

1....Manufacturer's Technical Representative: An authorized full-time employee representative of manufacturer and 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.
2....Manufacturer's technical representative inspector shall perform roof inspections and tests and to prepare daily inspection and test reports.

D. Roofing Rehabilitation Pre-Installation 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....Manufacturer's Technical Representative: An authorized full-time employee representative of manufacturer and 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.
2....Meet with Owner; roofing coating materials manufacturer's representative; roofing rehabilitation Installer including project manager and foreman; and installers whose work interfaces with or affects rehabilitation including installers of roof accessories and roof-mounted equipment requiring removal and replacement as part of the Work.
3....Review methods and procedures related to coating preparation including membrane roofing system manufacturer's written instructions.
4....Review temporary protection requirements for existing roofing system that is to remain uncoated, during and after installation.
5....Review roof drainage during each stage of coating and review roof drain plugging and plug removal procedures.
6....Review and finalize construction schedule, and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
7....Review base flashings, special roofing details, drainage, penetrations, equipment curbs, and condition of other construction that will affect coating.
8....Review HVAC shutdown and sealing of air intakes.
9....Review shutdown of fire-suppression, -protection, and -alarm and -detection systems.
10..Review procedures for asbestos removal or unexpected discovery of asbestos-containing materials.
11..Review governing regulations and requirements for insurance and certificates if applicable.
12..Review existing conditions that may require notification of Owner before proceeding.

1.10 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 Consultant and Owner. Hazardous materials will be removed by Owner under a separate contract.

1.11 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 3 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, 10 and 15 following completion.
6. Warranty Period for Fluid Applied Roofing System with Reinforcement on the entire surface of EPDM Membrane and Base Flashings: 20 years from date of completion of rehabilitation work.

B. Installer's Warranty: Submit roofing Installer's warranty, on warranty form at end of this Section, signed by Installer, covering the Work of this Section, for the following warranty period:

1. Warranty Period: Two years from date of Substantial Completion.

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 that are named in other Part 2 articles. Subject to compliance with requirements, provide the named product or an approved comparable product by one of the following:

1. Kemper System America, Inc.
2. Pacific Polymers.

2.2 MATERIALS, GENERAL

A. General: Rehabilitation 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. Infill Materials: Where required to replace test cores and to patch existing roofing, use infill materials matching existing membrane roofing system materials, unless otherwise indicated.

2.3 FLUID-APPLIED ROOFING MEMBRANE COATING

A. Polyurethane Elastomeric Fluid-Applied System: Two part, bio-based (BIO) two-coat single-component moisture triggered polyurethane fluid-applied roofing formulated for application to existing single ply roofing, with the following minimum physical properties:

1. Aromatic Urethane Base Coat:

a. Basis of Design Product: Tremco, AlphaGuard BIO Base Coat.
b. Asbestos Content, EPA/600/R-93/116: None.
c. Tensile Strength, ASTM D 412: Not less than 1,400 lbf/sq. in.
d. Tear Resistance, ASTM D 5147: Not less than 309 lbf/in.
e. Water Vapor Transmission, ASTM E96: 0.19 perms.
f. Low Temperature Flexibility, ASTM D522: Pass at -25 degrees F.
g. Water absorption, ASTM D471: 0.008

h. Accelerated Weathering, 5000 hour, ASTM D 7311: Pass, no cracking or checking.
i. Volume solids, ASTM D 2697: 100 %.
j. Weight solids, ASTM D 1644: 100 %.
k. Volatile Organic Content, ASTM D3960: 1 g/L.

2. Aliphatic Urethane Top Coat: UV-stabilized, chemical-resistant top coat:

a. Basis of Design Product: Tremco, AlphaGuard B C Top Coat.
b. Asbestos Content, EPA/600/R-93/116: None.
c. Tensile Strength, ASTM D 412: Not less than 1,400 lbf/sq. in.
d. Tear Resistance, ASTM D 5147: Not less than 309 lbf/in.
e. Water Vapor Transmission, ASTM E96: 0.1 perms.
f. Low Temperature Flexibility, ASTM D522: Pass at -25 degrees F.
g. Water absorption, ASTM D471: 0.008.
h. Accelerated Weathering, 5000 hour, ASTM D 7311: Pass, no cracking or checking.
i. Volume solids, ASTM D 2697: 100 %.
j. Weight solids, ASTM D 1644: 100 %.
k. Volatile Organic Content, ASTM D3960: 1 g/L.
l. Membrane and Flashing Coating Color: White, with Solar Reflectance Index meeting performance requirements.
m. Walkpad Coating Color: As selected by Owner from manufacturer's standard colors.

B. 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.

1. Basis of Design Product: Tremco, Permafab.

2.4 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. Metal Surface Primer: Single-component, water based primer to promote adhesion of base coat to metal surfaces.

1. Basis of Design Product: Tremco, AlphaGuard M-Prime.

C. Single-Ply Membrane Primer: Single-component primer designed to promote adhesion of base coat to existing EPDM membrane and flashing surfaces.

1. Basis of Design Product: Tremco, AlphaGuard WB Primer.

D. Surface Primers

1. Single-component, multi-substrate primer to promote adhesion of base coat to a variety of surfaces.
2. Re-Prime primer to be used for tie-ins.
3. Water based, polymer modified primer which conditions a variety of roofing substrate.

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. Walkway Aggregate: For finish coat slip resistance: Ceramic granules, roof shingle type.

J. TPA Walkway Roll: TPA Walkway Roll is a thermoplastic membrane which is comprised of an elastomeric tri-polymer alloy based on Elvaloy® and blended with CPE and PVC and reinforced with a high strength, wicking resistant polyester fabric that has a serrated, slip resistant surface.

1. Basis of Design Product: Tremco TPA Walkway Roll Sheet.

K. TPA Walkway Pad Adhesive: White asbestos free one-part elastomer formulated as an adhesive to bond TPA walkpads to various roof substrates.

1. Basis of Design Product: Tremco White Sheeting Bond Adhesive.

L. Miscellaneous Accessories: Provide miscellaneous accessories recommended by roofing system manufacturer.

2.5 WALKWAYS

A. Fluid Applied / Ceramic Granule Walkway: One additional coat of Fluid Applied Aliphatic Urethane Top Coat with Ceramic Granules 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 aggregate ballast from roofing membrane.
2. Remove pavers, asphaltic, rubber and plastic walkpads from roofing membrane.
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. Membrane Reinforcement Plies for 20 year warranted fluid applied roofing systems: Install reinforcement over the entire surface of existing roofing membrane and base flashing and where additionally indicated.

1. Embed reinforcing mesh in a solid mopping of base coating, applied at rate required by roof coating system manufacturer, to form a uniform membrane.

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

1. Build-up isolated low spots of existing roofing membrane with coating manufacturer's recommended products to alleviate ponding.
2. Limited Roof Tear-Off: Remove areas of the existing EPDM roof system that contain excessive amount of moisture, whose location is typically shown on the Roof Plan. 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 FLASHING REPAIR

A. Seal openings and repair defects in existing base flashings around parapets, curbs, walls, and penetrations.

1. Clean substrates of contaminants such as asphalt, sheet materials, dirt, and debris.

B. Do not damage metal counterflashings that are to remain. Replace metal counterflashings damaged during removal with counterflashings specified in Division 07 Section "Sheet Metal Flashing and Trim."

C. Repair flashings, gravel stops, copings, and other roof-related sheet metal and trim elements. Reseal joints, replace loose or missing fasteners, and replace components where required to leave in a watertight condition.

3.5 FLASHING AND STRIPPING INSTALLATION

A. Install base flashing over cant strips and other sloping and vertical surfaces, at roof edges, and at penetrations through roof, and secure to substrates according to roofing system manufacturer's written instructions and as follows:

1. Prime substrates with recommended primer if required by roof rehabilitation system manufacturer.

B. Extend base flashing up walls or parapets a minimum of 8 inches (200 mm) above roofing membrane and 6 inches (150 mm) onto field of roofing membrane.

C. Install stripping, according to roofing system manufacturer's written instructions, where metal flanges and edgings are set on roofing.

3.6 FLUID-APPLIED MEMBRANE COATING APPLICATION

A. Base Coat: Apply base coat to membrane & flashing surfaces 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. Prime substrates with recommended primer if required by roof rehabilitation system manufacturer. Apply base coat on prepared and primed surfaces, base coat reinforced laps and spread coating evenly.
2. Embed polyester reinforcement into wet base coat. Lap adjacent flashing pieces of polyester minimum 3 inches along edges and 6 inches at end laps.
3. Roll surface of polyester reinforcing 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 polyester reinforcement.

B. Fluid-Applied Flashing and Detail Coat Application: Complete base coat and polyester reinforcement at seams, parapets, curbs, penetrations, and drains prior to application of field of fluid-applied membrane.

1. Extend coating minimum of 8 inches up vertical surfaces and 4 inches onto horizontal surfaces.
2. Roof Drains: Install base coat onto surrounding membrane surface and metal drain bowl flange. Install target piece of polyester 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.

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.

B. Walkways (Slip-Resistant Walkway Topcoat).

1. Apply walkway second topcoat and ceramic granules following application and curing of top coat according to manufacturer's written instructions.
2. Form walkway using second topcoat and ceramic granules in 3-foot x 4 foot sections.
3. Space walkway sections 2 inches (50 mm) apart for water drainage.
4. Mask walkway location with tape.
5. 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.
6. 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 24 mils, unless otherwise recommended by manufacturer.
7. Broadcast 20 to 30 lbs. per 100 sq. ft. of Slip-Resistant Top Coat Aggregate in wet top coat.
8. Back roll ceramic granules and top coat creating even dispersal of ceramic granules. Remove Masking immediately.

C. Locate walkways as follows:
1. Where existing concrete, rubber, plastic and asphaltic walkpads were removed.
2. Install two walkway pads, 3’ x 4’ in size below each access door for HVAC units.
3. Install three walkway pad, 3’ x 4’ in size adjacent to each roof hatch.
4. Install one walkway pad, 3’ x 4’ in size at each end of a roof ladder.
5. Install one walkway pad, 3’ x 4’ in size below each downspout and splash block placed on roof.
6. Install one minimum 12-inch x 12-inch section of TPA walkway pad set in ribbons of TPA White Sheeting Bond Adhesive as per detail drawing below each piping and conduit support.

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: Roofing system manufacturer's technical personnel will inspect roofing installation, and submit report to the Consultant. Notify Consultant 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.

END SECTION 070150.76

SECTION 073113 - ASPHALT SHINGLES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes the following:

1. Asphalt shingles.
2. Felt underlayment.
3. Self-adhering sheet underlayment.
4. Vented Roof Boards.
5. Ridge vents.
6. Snow guards.

B. Related Sections include the following:

1. Division 6 Section "Miscellaneous Carpentry" for roof deck wood structural panels.
2. Division 7 Section "Sheet Metal Flashing and Trim" for metal roof penetration flashings and counterflashings not part of this Section.
3. Division 7 Section "Roof Accessories" for ridge vents.

1.3 DEFINITIONS

A. Roofing Terminology: Refer to ASTM D 1079 and glossary of NRCA's "The NRCA Roofing and Waterproofing Manual" for definitions of terms related to roofing work in this Section.

1.4 SUBMITTALS

A. Product Data: For each type of product indicated.

B. Samples for Initial Selection: For each type of asphalt shingle, ridge and hip cap shingles, ridge vent and exposed valley lining indicated.

1. Include similar Samples of trim and accessories involving color selection.

C. Samples for Verification: For the following products, of sizes indicated, to verify color selected.

1. Asphalt Shingle: Full-size asphalt shingle strip.
2. Ridge and Hip Cap Shingles: Full-size ridge and hip cap asphalt shingle.
3. Ridge Vent: 12-inch long Sample.
4. Exposed Valley Lining: 12 inches square.

5. Self-Adhering Underlayment: 12 inches square.
6. Snow Guard: Full sized unit.

D. Qualification Data: For Installer, including certificate signed by asphalt shingle manufacturer stating that Installer is approved, authorized, or licensed to install roofing system indicated.

E. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency or by manufacturer and witnessed by a qualified testing agency, for asphalt shingles.

F. Research/Evaluation Reports: For each type of asphalt shingle required.

G. Maintenance Data: For asphalt shingles to include in maintenance manuals.

H. Warranties: Special warranties specified in this Section.

1.5 QUALITY ASSURANCE

A. Installer Qualifications: A firm or individual that is approved, authorized, or licensed by asphalt shingle roofing system manufacturer to install roofing system indicated.

B. Source Limitations: Obtain ridge and hip cap shingles, ridge vents, felt underlayment and self-adhering sheet underlayment through one source from a single asphalt shingle manufacturer.

C. Fire-Test-Response Characteristics: Provide asphalt shingle and related roofing materials with the fire-test-response characteristics indicated, as determined by testing identical products per test method below by UL or another testing and inspecting agency acceptable to authorities having jurisdiction. Identify materials with appropriate markings of applicable testing and inspecting agency.

1. Exterior Fire-Test Exposure: Class A; ASTM E 108 or UL 790, for application and roof slopes indicated.

D. Mockups: Build mockups to verify selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.

1. Approval of mockups is also for other material and construction qualities specifically approved by Consultant in writing.
2. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless such deviations are specifically approved by Consultant in writing.
3. Approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

E. Pre-installation Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Management and Coordination."

1.6 DELIVERY, STORAGE, AND HANDLING

A. Store roofing materials in a dry, well-ventilated, weathertight location according to asphalt shingle manufacturer's written instructions. Store underlayment rolls on end on pallets or other raised surfaces. Do not double-stack rolls.

1. Handle, store, and place roofing materials in a manner to avoid significant or permanent damage to roof deck or structural supporting members.

B. Protect unused underlayment from weather, sunlight, and moisture when left overnight or when roofing work is not in progress.

1.7 PROJECT CONDITIONS

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

1. Install self-adhering sheet underlayment within the range of ambient and substrate temperatures recommended by manufacturer.

1.8 WARRANTY

A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace asphalt shingles that fail in materials and workmanship within specified warranty period. Materials failures include manufacturing defects and failure of asphalt shingles to self-seal after a reasonable time.

1. Material Warranty Period: 50 (Lifetime) years from date of Substantial Completion, prorated, with first 10 years non-prorated.
2. Wind-Speed Warranty Period: Asphalt shingles will resist blow-off or damage caused by wind speeds up to 75 mph for 10 years from date of Substantial Completion.
3. Algae-Discoloration Warranty Period: Asphalt shingles will not discolor 15 years from date of Substantial Completion.
4. Workmanship Warranty Period: 10 years from date of Substantial Completion.

B. Special Project Warranty: Roofing Installer's warranty, on warranty form at end of this Section, signed by roofing Installer, covering Work of this Section, in which roofing Installer agrees to repair or replace components of asphalt shingle roofing that fail in materials or workmanship within the following warranty period:

1. Warranty Period: Two years from date of Substantial Completion.

1.9 EXTRA MATERIALS

A. Furnish extra materials described below that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Asphalt Shingles: 100 sq. ft of each type, in unbroken bundles.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. In other Part 2 articles where titles below introduce lists, the following requirements apply to product selection:

1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, products specified.
2. Products: Subject to compliance with requirements, provide one of the products specified.

2.2 GLASS-FIBER-REINFORCED ASPHALT SHINGLES

A. Laminated-Strip Asphalt Shingles: ASTM D 3462, laminated, multi-ply overlay construction, glass-fiber reinforced, mineral-granule surfaced, and self-sealing.

1. Products:
   a. CertainTeed Corporation; Grand Manor.
   b. GAF Materials Corporation; Grand Slate.

2. Butt Edge: Straight cut.
3. Strip Size: Manufacturer's standard.
4. Algae Resistance: Granules treated to resist algae discoloration.
5. Color and Blends: As selected by Owner from manufacturer's full range.

B. Hip and Ridge Shingles: Manufacturer's standard units to match asphalt shingles. Trim each side of lapped portion of unit to taper approximately 1 inch.

2.3 UNDERLAYMENT MATERIALS

A. Felt: ASTM D 226 & ASTM 4869, High Performance fiberglass fiber felt, non-perforated.

1. Products approved by shingle roof system manufacturer.

B. Self-Adhering Sheet Underlayment, Granular Surfaced: ASTM D 1970, minimum of 55-mil thick sheet; glass-fiber-mat-reinforced, SBS-modified asphalt; mineral-granule surfaced; with release paper backing; cold applied. Provide primer for wood, metal, concrete and masonry surfaces to receive underlayment.

1. Products:
   a. CertainTeed Corporation; WinterGuard.
   b. GAF Materials Corporation; Weather Watch.

2.4 VENTED ROOF BOARDS - Roof Area N, Cart Barn Building

A. Each ventilated roof insulation board shall be a factory assembled panel meeting ASTM C1289, Type V and consist of a 7/16" APA or TECO rated oriented strand board top surface, a built in CrossVent ventilation space maintained by 1-1/2" high x 3" wide insulating vent strips to create a cross ventilating

airspace and polyisocyanurate insulation with sufficient thickness to create total board thickness as shown on the contract drawings. Only factory laminated panels shall be accepted.

1. Products:
   a. Atlas Roofing Corporation; ACFoam CrossVent.
   b. Other approved equal manufacturer's

2. Boards shall be 48" x 96" and shall be accurately trimmed to length and width after assembly.

3. Performance requirements:

   a. The insulation vent strips within the ventilation space shall not exceed 5% of the panel area and will allow air flow both up the slope and horizontally. The air space shall provide a minimum of 9 square inches of Net Free Area per lineal foot of insulation.

   b. The spacer blocks within the ventilated area and the sheathing panel below the ventilated area, shall be sufficient to avoid compression of the polyisocyanurate insulation under a compressive load of 200 pounds per square foot.

   c. Isocyanurate shall be closed cell, polyisocyanurate foam core with factory laminated facers and a foam core shall have a rated flame spread of 25 feet or less. Insulation to conform to Federal Specification HH-I-1972.

      (1) All " R " values are to be per RRC/TIMA Bulletin No. 281-1 based on aged material tested at 75 degrees F.
      (2) Density shall be 2.0 pounds per cubic foot nominal as determined by test method ASTM D-1622.
      (3) Compressive Strength shall be 20 pounds per square inch as determined by test method ASTM D-1621.
      (4) Dimensional Stability shall be less than 2% at 7 days as determined by test method ASTM D-2126.

   d. Thickness of insulation board to be as shown in roof system cross section shown in the construction details. Where no construction detail is shown, minimum thickness shall be 2.5 inches.

4. Ventilated Roof Insulation Board Fasteners

   (a) Metal, Concrete and Wood Roof Decks: Corrosion resistant screw with low profile head. For use on metal or wood decks, screw shall be self-tapping and self-drilling. Fastener to be carbon steel with corrosion resistant coating. Fastener shall show no more than 10% red rust corrosion after 30 cycles of Kesternich testing.

   (b) Cementitious Plank Roof Decks: Corrosion resistant galvanized steel screw with low profile head. Substrate to receive fastener shall be pre-drilled with pilot hole. Fastener to be carbon steel with corrosion resistant coating. Fastener shall show no more than 10% red rust corrosion after 30 cycles of Kesternich testing.

   (c) The installed ventilated roof insulation fasteners shall be a FMG approved fastener and washer assembly approved by the ventilated roof insulation manufacturer.

(d) Ventilated Roof Insulation Board Fastener Manufacturers

(a) Olympic Fasteners
(b) Other approved equal manufacturer's

2.5 RIDGE VENTS

A. Flexible Ridge Vent: Manufacturer's standard compression-resisting, three-dimensional open-nylon or polyester-mat filter bonded to a nonwoven, nonwicking geotextile fabric cover.

1. Products:
   a. Celotex Corporation; Roll Vent.
   b. GAF Materials Corporation; Cobra.

2.6 ACCESSORIES

A. Asphalt Roofing Cement: ASTM D 4586, Type II, asbestos free.

B. Roofing Nails: ASTM F 1667; aluminum, stainless-steel, copper, or hot-dip galvanized steel wire shingle nails, minimum 0.120-inch diameter, barbed shank, sharp-pointed, with a minimum 3/8-inch diameter flat head and of sufficient length to penetrate 3/4 inch into solid wood decking or extend at least 1/8 inch through OSB or plywood sheathing.

1. Where nails are in contact with metal flashing, use nails made from same metal as flashing.

C. Felt Underlayment Nails: Aluminum, stainless-steel, or hot-dip galvanized steel wire with low profile capped heads or disc caps, 1-inch minimum diameter.

2.7 SNOW GUARDS

A. Snow-Guard Pads: Where shown on drawings, provide and install fabricated copper or cast-bronze units, designed to be installed without penetrating asphalt shingles, and complete with predrilled holes or hooks for anchoring.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

   a. Alpine SnowGuards, a division of Vermont Slate & Copper Services, Inc.
   b. Berger Building Products.
   c. H. J. Mullane Company, Inc.
   d. SnoGuard.
   e. Snow Management Systems.

2.8 METAL FLASHING AND TRIM

A. Sheet Metal Flashing and Trim: Comply with requirements in Division 7 Section "Sheet Metal Flashing and Trim."

1. Sheet Metal: Coil-coated aluminum.

B. Fabricate sheet metal flashing and trim to comply with recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to design, dimensions, metal, and other characteristics of item.

1. Apron Flashings: Fabricate with lower flange a minimum of 5 inches over and 4 inches beyond each side of downslope asphalt shingles and 6 inches up the vertical surface.
2. Step Flashings: Fabricate with a headlap of 2 inches and a minimum extension of 5 inches over the underlying asphalt shingle and up the vertical surface.
3. Cricket Flashings: Fabricate with concealed flange extending a minimum of 24 inches beneath upslope asphalt shingles and 6 inches beyond each side of chimney and skylight and 6 inches above the roof plane.
4. Open Valley Flashings: Fabricate in lengths not exceeding 10 feet with 1-inch high inverted-V profile at center of valley and equal flange widths of 12 inches.
5. Drip Edges: Fabricate in lengths not exceeding 10 feet with 2-inch roof deck flange and 2 inch fascia flange with 3/8-inch drip at lower edge.

C. Vent Pipe Flashings: ASTM B 749, Type L51121 at least 1/16 inch thick. Provide lead sleeve sized to slip over and turn down into pipe, soldered to skirt at slope of roof and extending at least 4 inches from pipe onto roof.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of work.

1. Examine roof sheathing to verify that sheathing joints are supported by framing and blocking or metal clips and that installation is within flatness tolerances.
2. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and completely anchored; and that provision has been made for flashings and penetrations through asphalt shingles.
3. For the record, prepare written report, endorsed by Installer, listing conditions detrimental to performance of work.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 UNDERLAYMENT INSTALLATION

A. Self-Adhering Sheet Underlayment: Install self-adhering sheet underlayment, wrinkle free, on roof deck. Comply with low-temperature installation restrictions of underlayment manufacturer if applicable. Install at locations indicated below, lapped in direction to shed water. Lap sides not less than 3-1/2 inches. Lap ends not less than 6 inches staggered 24 inches between courses. Roll laps with roller. Cover underlayment within seven days.

1. Prime concrete and masonry surfaces to receive self-adhering sheet underlayment.
2. Eaves: Extend from edges of eaves 36 inches beyond interior face of exterior wall.
3. Rakes: Extend from edges of rake 36 inches beyond interior face of exterior wall.
4. Valleys: Extend from lowest to highest point 36 inches on each side.

5. Hips: Extend 18 inches on each side.
6. Ridges: Extend 18 inches on each side without obstructing continuous ridge vent slot.
7. Sidewalls: Extend beyond sidewall 24 inches and return vertically against sidewall not less than 4 inches.

8. Dormers, Chimneys, Skylights, and other Roof-Penetrating Elements: Extend beyond penetrating element 18 inches and return vertically against penetrating element not less than 4 inches.
9. Roof Slope Transitions: Extend 18 inches on each roof slope.

B. Metal-Flashed Open Valley Underlayment: Install two layers of 36-inch wide felt underlayment centered in valley. Stagger end laps between layers at least 72 inches. Lap ends of each layer at least 12 inches in direction to shed water, and seal with asphalt roofing cement. Fasten each layer to roof deck with felt underlayment roofing nails.

1. Lap roof deck felt underlayment over first layer of valley felt underlayment at least 6 inches.

C. Single-Layer Felt Underlayment: Install single layer of felt underlayment on roof deck perpendicular to roof slope in parallel courses. Lap sides a minimum of 2 inches over underlying course. Lap ends a minimum of 4 inches. Stagger end laps between succeeding courses at least 72 inches. Fasten with felt underlayment nails.

1. Install felt underlayment on roof deck not covered by self-adhering sheet underlayment. Lap sides of felt over self-adhering sheet underlayment not less than 3 inches in direction to shed water. Lap ends of felt not less than 6 inches over self-adhering sheet underlayment.

3.3 VENTED ROOF BOARD INSTALLATION

A. Base layer of insulation boards shall be mechanically fastened to the roof deck in accordance with FMG 1-90 wind uplift requirements and the requirements of the insulation board manufacturer and as follows:

1. Lay panels horizontally with wood side up and stagger joints with the vent strips running up the slope of the roof.
2. Insulation boards shall be butted to adjacent boards, leaving not more than 1/8 inch gap at joints between adjacent boards. Insulation shall be cut to fit tightly around all penetrations and at all nailers and curbs.
3. End joints of insulation shall be staggered a minimum of 12 inches.
4. On metal roof decks, the edge of the insulation board shall be fully supported.
5. Only half boards or larger shall be used at perimeters and corners. If necessary, filler boards may be used in the field of the roof.
6. Provide adequate air entry flow at the eave. Where edge blocking is used at the eave, do not cover the entrance to the air space.
7. The air space in the insulation boards must not be closed off.
8. Construction traffic shall be minimized on the installed insulation. Insulation damaged by traffic shall be removed and replaced. Cost for removal and replacement shall be at the sole cost of the contractor.
9. Insulation shall not be exposed to weather resulting in moisture infiltration. Contractor shall not apply more insulation in one day than can be completely covered with the required roof membrane on that day.

3.4 SNOW-GUARD INSTALLATION

A. Snow-Guard Pads: Install rows of snow-guard pads at locations indicated on contract drawings according to manufacturer's written installation instructions. Space rows vertically, beginning 12 inches from gutter. Space snow guards 18 inches apart in each row, offsetting by half this dimension between succeeding rows.

3.5 METAL FLASHING INSTALLATION

A. General: Install metal flashings and other sheet metal to comply with requirements in Division 7 Section "Sheet Metal Flashing and Trim."

1. Install metal flashings according to recommendations in ARMA's "Residential Asphalt Roofing Manual" and asphalt shingle recommendations in NRCA's "The NRCA Roofing and Waterproofing Manual."

B. Apron Flashings: Extend lower flange over and beyond each side of downslope asphalt shingles and up the vertical surface.

C. Step Flashings: Install with a headlap of 2 inches and extend over the underlying asphalt shingle and up the vertical surface. Fasten to roof deck only.

D. Cricket Flashings: Install against the roof penetrating element extending concealed flange beneath upslope asphalt shingles and beyond each side.

E. Open Valley Flashings: Install centered in valleys, lapping ends at least 8 inches in direction to shed water. Fasten upper end of each length to roof deck beneath overlap.

1. Secure hemmed flange edges into metal cleats spaced 12 inches apart and fastened to roof deck.
2. Adhere 9-inch wide strip of self-adhering sheet to metal flanges and to self-adhering sheet underlayment.

F. Rake Drip Edges: Install rake drip edge flashings over underlayment and fasten to roof deck.

G. Eave Drip Edges: Install eave drip edge flashings below underlayment and fasten to roof sheathing.

H. Pipe Flashings: Form flashing around pipe penetrations and asphalt shingles. Fasten and seal to asphalt shingles as recommended by manufacturer.

3.6 ASPHALT SHINGLE INSTALLATION

A. Install asphalt shingles according to manufacturer's written instructions, recommendations in ARMA's "Residential Asphalt Roofing Manual," and asphalt shingle recommendations in NRCA's "The NRCA Roofing and Waterproofing Manual."

B. Install starter strip along lowest roof edge, consisting of an asphalt shingle strip with tabs removed at least 7 inches wide with self-sealing strip face up at roof edge.

1. Extend asphalt shingles 3/4 inch over fascia at eaves and rakes.
2. Install starter strip along rake edge.

C. Install first and remaining courses of asphalt shingles stair-stepping diagonally across roof deck with manufacturer's recommended offset pattern at succeeding courses, maintaining uniform exposure.

D. Install asphalt shingles by single-strip column or racking method, maintaining uniform exposure. Install full length first course followed by cut second course, repeating alternating pattern in succeeding courses.

E. Fasten asphalt shingle strips with a minimum of four roofing nails located according to manufacturer's written instructions.

1. Where roof slope exceeds 20:12, seal asphalt shingles with asphalt roofing cement spots after fastening with additional roofing nails.
2. Where roof slope is less than 4:12, seal asphalt shingles with asphalt roofing cement spots.
3. When ambient temperature during installation is below 50 deg F, seal asphalt shingles with asphalt roofing cement spots.

F. Closed-Cut Valleys: Extend asphalt shingle strips from one side of valley 12 inches (300 mm) beyond center of valley. Use one-piece shingle strips without joints in the valley. Fasten with extra nail in upper end of shingle. Install asphalt shingle courses from other side of valley and cut back to a straight line 2 inches (50 mm) short of valley centerline. Trim upper concealed corners of cut-back shingle strips.

1. Do not nail asphalt shingles within 6 inches (150 mm) of valley center.
2. Set trimmed, concealed-corner asphalt shingles in a 3-inch- (75-mm-) wide bed of asphalt roofing cement.

G. Open Valleys: Cut and fit asphalt shingles at open valleys, trimming upper concealed corners of shingle strips. Widen exposed portion of open valley 1/8 inch in 12 inches (1:96) from highest to lowest point.

1. Set valley edge of asphalt shingles in a 3-inch wide bed of asphalt roofing cement.
2. Do not nail asphalt shingles to metal open valley flashings.

H. Ridge Vents: Install continuous ridge vents over asphalt shingles according to manufacturer's written instructions. Fasten with roofing nails of sufficient length to penetrate sheathing.

I. Ridge and Hip Cap Shingles: Maintain same exposure of cap shingles as roofing shingle exposure. Lap cap shingles at ridges to shed water away from direction of prevailing winds. Fasten with roofing nails of sufficient length to penetrate sheathing.

1. Fasten ridge cap asphalt shingles to cover ridge vent without obstructing airflow.

3.7 ROOFING INSTALLER'S WARRANTY

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

1. Owner: <Insert name of Owner.>
2. Address: <Insert address.>
3. Building Name/Type: <Insert information.>
4. Address: <Insert address.>
5. Area of Work: <Insert information.>
6. Acceptance Date: <Insert date.>
7. Warranty Period: <Insert time.>

8. Expiration Date: <Insert date.>

B. AND WHEREAS Roofing Installer has contracted (either directly with Owner or indirectly as a subcontractor) to warrant said work against leaks and faulty or defective materials and workmanship for designated Warranty Period,

C. NOW THEREFORE Roofing Installer hereby warrants, subject to terms and conditions herein set forth, that during Warranty Period he will, at his own cost and expense, make or cause to be made such repairs to or replacements of said work as are necessary to correct faulty and defective work and as are necessary to maintain said work in a watertight condition.

D. This Warranty is made subject to the following terms and conditions:

1. Specifically excluded from this Warranty are damages to work and other parts of the building, and to building contents, caused by:

   a. lightning;
   b. peak gust wind speed exceeding <Insert wind speed> mph (m/sec);
   c. fire;
   d. failure of roofing system substrate, including cracking, settlement, excessive deflection, deterioration, and decomposition;
   e. faulty construction of parapet walls, copings, chimneys, skylights, vents, equipment supports, and other edge conditions and penetrations of the work;
   f. vapor condensation on bottom of roofing;
   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, this Warranty shall become null and void on date of said change, but only to the extent said change affects work covered by this Warranty.
6. Owner shall promptly notify Roofing Installer of observed, known, or suspected leaks, defects, or deterioration and shall afford reasonable opportunity for Roofing Installer to inspect work and to examine evidence of such leaks, defects, or deterioration.
7. This Warranty is recognized to be the only warranty of Roofing Installer on said work and shall not operate to restrict or cut off Owner from other remedies and resources lawfully available to Owner in cases of roofing failure. Specifically, this Warranty shall not operate to relieve Roofing Installer

of responsibility for performance of original work according to requirements of the Contract Documents, regardless of whether Contract was a contract directly with Owner or a subcontract with Owner's General Contractor.

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

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

END OF SECTION

SECTION 075324 - ETHYLENE-PROPYLENE-DIENE-MONOMER (EPDM) ROOFING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Adhered ethylene-propylene-diene-monomer (EPDM) roofing system.
2. Roof insulation.

B. Section includes the installation of insulation strips in ribs of roof deck. Insulation strips are furnished under Section 053100 "Steel Decking."

C. Related Requirements:

1. Division 02 Section "Roof Demolition" for removal of existing roofing.
2. Division 05 Section "Steel Decking" for furnishing acoustical deck rib insulation.
3. Division 06 Section Miscellaneous Rough Carpentry" for wood nailers, curbs, and blocking.
4. Division 07 Section "Thermal Insulation" for insulation beneath the roof deck.
5. Division 07 Section "Sheet Metal Flashing and Trim" for metal roof penetration flashings, flashings, and counterflashings.
6. Division 07 Section "Joint Sealants" for joint sealants, joint fillers, and joint preparation.
7. Division 15 Section "Roof Drain Installation, Repair, Replacement" for roof drains.

1.3 DEFINITIONS

A. Roofing Terminology: See ASTM D 1079 and glossary of NRCA's "The NRCA Roofing and Waterproofing Manual" for definitions of terms related to roofing work in this Section.

1.4 PRE-INSTALLATION MEETINGS

A. Preliminary Roofing Conference: Before starting roof deck construction, conduct conference at Project site.

1. Meet with Owner, Architect, Owner's insurer if applicable, testing and inspecting agency representative, roofing Installer, roofing system manufacturer's representative, deck Installer, and installers whose work interfaces with or affects roofing, including installers of roof accessories and roof-mounted equipment.
2. Review methods and procedures related to roofing installation, including manufacturer's written instructions.

3. Review and finalize construction schedule, and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
4. Examine deck substrate conditions and finishes for compliance with requirements, including flatness and fastening.
5. Review structural loading limitations of roof deck during and after roofing.
6. Review base flashings, special roofing details, roof drainage, roof penetrations, equipment curbs, and condition of other construction that affects roofing system.
7. Review governing regulations and requirements for insurance and certificates if applicable.
8. Review temporary protection requirements for roofing system during and after installation.
9. Review roof observation and repair procedures after roofing installation.

1.5 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. LEED Submittals:

1. Product Test Reports for Credit SS 7.2: For roof materials, documentation indicating that roof materials comply with Solar Reflectance Index requirement.
2. Product Data for Credit IEQ 4.1: For adhesives and sealants used inside the weatherproofing system, documentation including printed statement of VOC content.
3. Laboratory Test Reports for Credit IEQ 4.1: For adhesives and sealants used inside the weatherproofing system, documentation indicating that products comply with the testing and product requirements of the California Department of Public Health's (formerly, the California Department of Health Services') "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers."

C. Shop Drawings: For roofing system, include plans, elevations, sections, details, and attachments to other work, including:

1. Base flashings and membrane terminations.
2. Tapered insulation, including slopes.
3. Roof plan showing orientation of steel roof deck and orientation of roofing and fastening spacings and patterns for mechanically fastened roofing.
4. Insulation fastening patterns for corner, perimeter, and field-of-roof locations.

D. Samples for Verification: For the following products:

1. Sheet roofing, of color required.
2. Walkway pads or rolls, of color required.

1.6 INFORMATIONAL SUBMITTALS

A. Qualification Data: For Installer and manufacturer.

B. Manufacturer Certificates: Signed by roofing manufacturer certifying that roofing system complies with requirements specified in "Performance Requirements" Article.

1. Submit evidence of complying with performance requirements.

C. Product Test Reports: For components of roofing system, tests performed by manufacturer and witnessed by a qualified testing agency.

D. Research/Evaluation Reports: For components of roofing system, from ICC-ES.

E. Field quality-control reports.

F. Sample Warranties: For manufacturer's special warranties.

1.7 CLOSEOUT SUBMITTALS

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

1.8 QUALITY ASSURANCE

A. Manufacturer Qualifications: A qualified manufacturer that is FM Global approved for roofing system identical to that used for this Project.

B. Installer Qualifications: A qualified firm that is approved, authorized, or licensed by roofing system manufacturer to install manufacturer's product and that is eligible to receive manufacturer's special warranty.

1.9 DELIVERY, STORAGE, AND HANDLING

A. Deliver roofing materials to Project site in original containers with seals unbroken and labeled with manufacturer's name, product brand name and type, date of manufacture, approval or listing agency markings, and directions for storing and mixing with other components.

B. Store liquid materials in their original undamaged containers in a clean, dry, protected location and within the temperature range required by roofing system manufacturer. Protect stored liquid material from direct sunlight.

1. Discard and legally dispose of liquid material that cannot be applied within its stated shelf life.

C. Protect roof insulation materials from physical damage and from deterioration by sunlight, moisture, soiling, and other sources. Store in a dry location. Comply with insulation manufacturer's written instructions for handling, storing, and protecting during installation.

D. Handle and store roofing materials, and place equipment in a manner to avoid permanent deflection of deck.

1.10 FIELD CONDITIONS

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

1.11 WARRANTY

A. Special Warranty: Manufacturer agrees to repair or replace components of roofing system that fail in materials or workmanship within specified warranty period.

1. Special warranty includes membrane roofing, base flashings, roof insulation, fasteners, roofing accessories and other components of roofing system.
2. Warranty Period: 20 years from date of Substantial Completion.

B. Special Project Warranty: Submit roofing Installer's warranty, on warranty form at end of this Section, signed by Installer, covering Work of this Section, including all components of roofing system such as membrane roofing, base flashing, roof insulation, fasteners, cover boards, substrate boards, vapor retarders, roof pavers, and walkway products, for the following warranty period:

1. Warranty Period: Two years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Source Limitations: Obtain components including roof insulation, roof insulation fasteners for roofing system from same manufacturer as membrane roofing.

2.2 PERFORMANCE REQUIREMENTS

A. General Performance: Installed roofing and base flashings shall withstand specified uplift pressures, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Roofing and base flashings shall remain watertight.

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.
2. Impact Resistance: Roofing system shall resist impact damage when tested according to ASTM D 3746 or ASTM D 4272.

B. Material Compatibility: Roofing materials shall be compatible with one another and adjacent materials under conditions of service and application required, as demonstrated by roofing manufacturer based on testing and field experience.

C. FM Global Listing: Roofing, base flashings, and component materials shall comply with requirements in FM Global 4450 or FM Global 4470 as part of a roofing system, and shall be listed in FM Global's

"RoofNav" for Class 1 or noncombustible construction, as applicable. Identify materials with FM Global markings.

1. Fire/Windstorm Classification: Class 1A-90.
2. Hail-Resistance Rating: SH.

D. Exterior Fire-Test Exposure: ASTM E 108 or UL 790, Class A; for application and roof slopes indicated; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.

E. Fire-Resistance Ratings: Comply with fire-resistance-rated assembly designs indicated. Identify products with appropriate markings of applicable testing agency.

2.3 EPDM ROOFING

A. EPDM: ASTM D 4637, Type I, nonreinforced uniform, flexible EPDM sheet.

1. Carlisle Syntec Incorporated, Sure-Seal® EPDM Roofing Systems
2. Firestone Building Products, RubberGard™ EPDM Roofing Systems
3. Thickness: 60 mils, nominal.
4. Exposed Face Color: Black.

2.4 AUXILIARY ROOFING MATERIALS

A. General: Auxiliary materials recommended by roofing system manufacturer for intended use and compatible with roofing.

1. Liquid-type auxiliary materials shall comply with VOC limits of authorities having jurisdiction.
2. Adhesives and sealants that are not on the exterior side of weather barrier shall comply with the following limits for VOC content:

    a. Plastic Foam Adhesives: 50 g/L.
    b. Gypsum Board and Panel Adhesives: 50 g/L.
    c. Multipurpose Construction Adhesives: 70 g/L.
    d. Fiberglass Adhesives: 80 g/L.
    e. Single-Ply Roof Membrane Adhesives: 250 g/L.
    f. Single-Ply Roof Membrane Sealants: 450 g/L.
    g. Nonmembrane Roof Sealants: 300 g/L.
    h. Sealant Primers for Nonporous Substrates: 250 g/L.
    i. Sealant Primers for Porous Substrates: 775 g/L.
    j. Other Adhesives and Sealants: 250 g/L.

3. Adhesives and sealants that are not on the exterior side of weather barrier shall comply with the testing and product requirements of the California Department of Public Health's (formerly, the California Department of Health Services') "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers."

B. Sheet Base Flashing: 60-mil- thick EPDM, partially cured or cured, according to application.

C. Protection Sheet: Epichlorohydrin or neoprene nonreinforced flexible sheet, 55- to 60-mil thick, recommended by EPDM manufacturer for resistance to hydrocarbons, non-aromatic solvents, grease, and oil.

D. Bonding Adhesive for EPDM Membrane: Manufacturer's Solvent Free based.

E. Bonding Adhesive for EPDM Base Flashings: Manufacturer's Low VOC based contact adhesive.

F. Low-Rise, Urethane, Fabric-Backed Membrane Adhesive: Roof system manufacturer's standard spray-applied, low-rise, two-component urethane adhesive formulated for compatibility and use with fabric-backed membrane roofing.

G. Seaming Material: Manufacturer's standard, synthetic-rubber polymer primer and 3-inch wide minimum, butyl splice tape with release film.

H. Lap Sealant: Manufacturer's standard, single-component sealant, colored to match membrane roofing.

I. Water Cutoff Mastic: Manufacturer's standard butyl mastic sealant.

J. Metal Termination Bars: Manufacturer's standard, predrilled stainless-steel or aluminum bars, approximately 1 by 1/8 inch thick; with anchors.

K. Fasteners: Factory-coated steel fasteners and metal or plastic plates complying with corrosion-resistance provisions in FM Global 4470, designed for fastening membrane to substrate, and acceptable to roofing system manufacturer.

L. Miscellaneous Accessories: Provide pourable sealers, preformed cone and vent sheet flashings, molded pipe boot flashings, preformed inside and outside corner sheet flashings, reinforced EPDM securement strips, T-joint covers, in-seam sealants, termination reglets, cover strips, and other accessories.

2.5 ROOF INSULATION

A. General: Preformed roof insulation boards manufactured or approved by EPDM roofing manufacturer, selected from manufacturer's standard sizes suitable for application, of thicknesses indicated on drawings and secure to substrates that produce FM Global-approved roof insulation assemblies.

B. Polyisocyanurate Board Insulation: ASTM C 1289, Type II, Class 2, Grade 2, glass-fiber mat facer on both major surfaces.

1. Carlisle SynTec Incorporated, Carlisle HP-H Polyisocyanurate.
2. Firestone Building Products, Firestone ISO 95+™ GL Insulation.

C. Tapered Insulation: Provide factory-tapered insulation boards fabricated to slope of 1/4 inch per 12 inches (1:48), unless otherwise indicated on drawings.

D. Provide preformed saddles, crickets, tapered edge strips, and other insulation shapes where indicated for sloping to drain. Fabricate to slopes indicated on drawings.

2.6 INSULATION ACCESSORIES

A. General: Roof insulation accessories recommended by insulation manufacturer for intended use and compatibility with roofing.

B. Fasteners: Factory-coated steel fasteners and metal or plastic plates complying with corrosion-resistance provisions in FM Global 4470, designed for fastening roof insulation to substrate, and acceptable to roofing system manufacturer.

C. Insulation Adhesive: Insulation manufacturer's recommended adhesive formulated to attach roof insulation to substrate or to another insulation layer as follows:

1. Bead-applied, low-rise, one-component or multicomponent urethane adhesive.

2.7 WALKWAYS

A. Flexible Walkways: Factory-formed, nonporous, heavy duty, solid-rubber, slip-resisting, surface-textured walkway pads, approximately 3/16 inch thick and acceptable to roofing system manufacturer.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements and other conditions affecting performance of the Work:

1. Verify that roof openings and penetrations are in place, curbs are set and braced, and roof-drain bodies are securely clamped in place.
2. Verify that wood blocking, curbs, and nailers are securely anchored to roof deck at penetrations and terminations and that nailers match thicknesses of insulation.
3. Verify that surface plane flatness and fastening of steel roof deck complies with requirements in Section 053100 "Steel Decking."
4. Verify that minimum concrete drying period recommended by roofing system manufacturer has passed.
5. Verify that concrete substrate is visibly dry and free of moisture. Test for capillary moisture by plastic sheet method according to ASTM D 4263.
6. Verify that concrete-curing compounds that will impair adhesion of roofing components to roof deck have been removed.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Clean substrate of dust, debris, moisture, and other substances detrimental to roofing installation according to roofing system manufacturer's written instructions. Remove sharp projections.

B. Prevent materials from entering and clogging roof drains and conductors and from spilling or migrating onto surfaces of other construction. Remove roof-drain plugs when no work is taking place or when rain is forecast.

C. Install insulation strips according to acoustical roof deck manufacturer's written instructions.

3.3 ROOFING INSTALLATION, GENERAL

A. Install roofing system according to roofing system manufacturer's written instructions.

B. Complete terminations and base flashings and provide temporary seals to prevent water from entering completed sections of roofing system at the end of the workday or when rain is forecast. Remove and discard temporary seals before beginning work on adjoining roofing.

C. Install roofing and auxiliary materials to tie in to existing roofing to maintain weathertightness of transition and to not void warranty for existing roofing system.

3.4 INSULATION INSTALLATION

A. Coordinate installing roofing system components so insulation is not exposed to precipitation or left exposed at the end of the workday.

B. Comply with roofing system and insulation manufacturer's written instructions for installing roof insulation.

C. Install flat and tapered insulation under area of roofing to conform to slopes indicated on drawings.

D. Install insulation under area of roofing to achieve required thickness shown on drawings. Where overall insulation thickness is 2.7 inches (70 mm) or greater, install two or more layers with joints of each succeeding layer staggered from joints of previous layer a minimum of 6 inches in each direction.

1. Where installing composite and noncomposite insulation in two or more layers, install noncomposite board insulation for bottom layer and intermediate layers, if applicable, and install composite board insulation for top layer.

E. Trim surface of insulation where necessary at roof drains so completed surface is flush and does not restrict flow of water.

F. Install insulation with long joints of insulation in a continuous straight line with end joints staggered between rows. Butting edges and ends between boards. Fill gaps exceeding 1/4 inch (6 mm) with insulation.

1. Cut and fit insulation within 1/4 inch of nailers, projections, and penetrations.

G. Adhered Insulation: Install each layer of insulation and adhere to substrate as follows:

1. Concrete Roof Decks
   a. Set each layer of insulation in ribbons of bead-applied insulation adhesive, firmly pressing and maintaining insulation in place.

b. Set each layer of insulation in a uniform coverage of full-spread insulation adhesive, firmly pressing and maintaining insulation in place.

H. Mechanically Fastened Insulation: Install each layer of insulation and secure to deck using mechanical fasteners specifically designed and sized for fastening specified board-type roof insulation to deck type.

1. Concrete Roof Decks

a. Fasten insulation according to requirements in FM Global's "RoofNav" for specified Windstorm Resistance Classification.
b. Fasten insulation to resist uplift pressure at corners, perimeter, and field of roof.

I. Mechanically Fastened and Adhered Insulation: Install first layer of insulation to deck using mechanical fasteners specifically designed and sized for fastening specified board-type roof insulation to deck type.

1. Steel Roof Decks

a. Fasten first layer of insulation according to requirements in FM Global's "RoofNav" for specified Windstorm Resistance Classification.
b. Fasten first layer of insulation to resist uplift pressure at corners, perimeter, and field of roof.
c. Set each subsequent layer of insulation in ribbons of bead-applied insulation adhesive, firmly pressing and maintaining insulation in place.
d. Set each subsequent layer of insulation in a uniform coverage of full-spread insulation adhesive, firmly pressing and maintaining insulation in place.

3.5 ADHERED MEMBRANE ROOFING INSTALLATION

A. Adhere roofing over area to receive roofing according to membrane roofing system manufacturer's written instructions. Unroll membrane roofing and allow to relax before installing.

B. Start installation of roofing in presence of roofing system manufacturer's technical personnel.

C. Accurately align roofing and maintain uniform side and end laps of minimum dimensions required by manufacturer. Stagger end laps.

D. Bonding Adhesive: Apply to substrate and underside of roofing at rate required by manufacturer, and allow to partially dry before installing roofing. Do not apply to splice area of roofing.

E. In addition to adhering, mechanically fasten roofing securely at terminations, penetrations, and perimeters.

F. Apply roofing with side laps shingled with slope of roof deck where possible.

G. Adhesive Seam Installation: Clean both faces of splice areas, apply splicing cement, and firmly roll side and end laps of overlapping roofing according to manufacturer's written instructions to ensure a watertight seam installation. Apply lap sealant and seal exposed edges of roofing terminations.

1. Apply a continuous bead of in-seam sealant before closing splice if required by roofing system manufacturer.

H. Tape Seam Installation: Clean and prime both faces of splice areas, apply splice tape, and firmly roll side and end laps of overlapping roofing according to manufacturer's written instructions to ensure a watertight seam installation. Apply lap sealant and seal exposed edges of roofing terminations.

I. Repair tears, voids, and lapped seams in roofing that do not comply with requirements.

J. Spread sealant or mastic bed over deck-drain flange at roof drains, and securely seal membrane roofing in place with clamping ring.

K. Adhere protection sheet over membrane roofing at locations indicated.

3.6 BASE FLASHING INSTALLATION

A. Install sheet flashings and preformed flashing accessories, and adhere to substrates according to roofing system manufacturer's written instructions.

B. Apply base flashing bonding adhesive to substrate and underside of sheet flashing at required rate, and allow to partially dry. Do not apply to seam area of flashing.

C. Flash penetrations and field-formed inside and outside corners with cured or uncured sheet flashing.

D. Clean splice areas, apply splicing cement, and firmly roll side and end laps of overlapping sheets to ensure a watertight seam installation. Apply lap sealant and seal exposed edges of sheet flashing terminations.

E. Terminate and seal top of sheet flashings and mechanically anchor to substrate through termination bars.

3.7 WALKWAY INSTALLATION

A. Flexible Walkways: Install walkway products in locations indicated using units of size indicated or, if not indicated, of manufacturer's standard size according to walkway pad manufacturer's written instructions.

1. Install walkway products in locations indicated on drawings and indicated hereinafter.
   a. Install two walkway protection boards below each access door for HVAC units.
   b. Install three walkway protection boards adjacent to each roof hatch.
   c. Install one walkway protection board at each end of a roof ladder.
   d. Install one walkway protection board below each downspout and splash block placed on roof.
   e. Install one 12 inch x 12 inch section of walkway protection board below each pipe and conduit support.

2. Adhere walkway products to substrate with compatible adhesive according to roofing system manufacturer's written instructions.

3. Provide a 2 inch gap between each walkway pad for water drainage.

3.8 FIELD QUALITY CONTROL

A. Testing Agency: Owner will engage a qualified testing agency to inspect substrate conditions, surface preparation, membrane application, flashings, protection, and drainage components, and to furnish reports to Consultant.

B. Final Roof Inspection: Arrange for roofing system manufacturer's technical personnel to inspect roofing installation on completion.

C. Repair or remove and replace components of roofing system where inspections indicate that they do not comply with specified requirements.

D. Additional testing and inspecting, at Contractor's expense, will be performed to determine if replaced or additional work complies with specified requirements.

3.9 PROTECTING AND CLEANING

A. Protect membrane roofing system from damage and wear during remainder of construction period. When remaining construction does not affect or endanger roofing, inspect roofing for deterioration and damage, describing its nature and extent in a written report, with copies to Architect and Owner.

B. Correct deficiencies in or remove membrane roofing system that does not comply with requirements, repair substrates, and repair or reinstall membrane roofing system to a condition free of damage and deterioration at time of Substantial Completion and according to warranty requirements.

C. Clean overspray and spillage from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

3.10 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: <Insert name of Owner>.
2. Address: <Insert address>.
3. Building Name/Type: <Insert information>.
4. Address: <Insert address>.
5. Area of Work: <Insert information>.
6. Acceptance Date: _____.
7. Warranty Period: <Insert time>.
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 <Insert mph (m/sec)>;
c. fire;
d. failure of roofing system substrate, including cracking, settlement, excessive deflection, deterioration, and decomposition;
e. faulty construction of parapet walls, copings, chimneys, skylights, vents, equipment supports, and other edge conditions and penetrations of the work;
f. vapor condensation on bottom of roofing; and
g. activity on roofing by others, including construction contractors, maintenance personnel, other persons, and animals, whether authorized or unauthorized by Owner.

2. When work has been damaged by any of foregoing causes, Warranty shall be null and void until such damage has been repaired by Roofing Installer and until cost and expense thereof have been paid by Owner or by another responsible party so designated.
3. Roofing Installer is responsible for damage to work covered by this Warranty but is not liable for consequential damages to building or building contents resulting from leaks or faults or defects of work.
4. During Warranty Period, if Owner allows alteration of work by anyone other than Roofing Installer, including cutting, patching, and maintenance in connection with penetrations, attachment of other work, and positioning of anything on roof, this Warranty shall become null and void on date of said alterations, but only to the extent said alterations affect work covered by this Warranty. If Owner engages Roofing Installer to perform said alterations, Warranty shall not become null and void unless Roofing Installer, before starting said work, shall have notified Owner in writing, showing reasonable cause for claim that said alterations would likely damage or deteriorate work, thereby reasonably justifying a limitation or termination of this Warranty.
5. During Warranty Period, if original use of roof is changed and it becomes used for, but was not originally specified for, a promenade, work deck, spray-cooled surface, flooded basin, or other use or service more severe than originally specified, this Warranty shall become null and void on date of said change, but only to the extent said change affects work covered by this Warranty.
6. Owner shall promptly notify Roofing Installer of observed, known, or suspected leaks, defects, or deterioration and shall afford reasonable opportunity for Roofing Installer to inspect work and to examine evidence of such leaks, defects, or deterioration.
7. This Warranty is recognized to be the only warranty of Roofing Installer on said work and shall not operate to restrict or cut off Owner from other remedies and resources lawfully available to Owner in cases of roofing failure. Specifically, this Warranty shall not operate to relieve Roofing Installer of responsibility for performance of original work according to requirements of the Contract Documents, regardless of whether Contract was a contract directly with Owner or a subcontract with Owner's General Contractor.

E. IN WITNESS THEREOF, this instrument has been duly executed this _____ day of _____, _____.

1. Authorized Signature: _____.
2. Name: _____.
3. Title: _____.

END OF SECTION

SECTION 076210 - RELATED SHEET METAL

PART 1 - GENERAL

1.1 WORK INCLUDED

A. Work included: Furnish all equipment, labor, materials and supervision necessary to complete Minor Sheet Metal Work, as designated in the Summary of Work, as shown in the Contract Drawings and as specified herein.

1.2 RELATED SECTIONS

A. Related Sections: Work contained elsewhere, when applicable.

1. Masonry Repair
2. Fiberglass Shingles
3. Rough Carpentry
4. Insulation
5. Sealants and Caulking

1 .3 REFERENCES

A. All work under this section shall conform to the more stringent product and performance procedures outlined within the project specifications and as outlined in, recommended in, or specified in the latest editions of:

1. FM Global (FMG)
   a. Approval Guide

1. Underwriters Laboratory Inc. (UL)
   a. Building Materials Directory

2. American Society for Testing and Materials (ASTM)
   a. Book of Standards

4. National Roofing Contractors Association (NRCA)
   a. Roofing and Waterproofing Manual
   b. Handbook of Accepted Roofing Knowledge (HARK)

5. Published material manufacturer=s literature and specifications as submitted for approval.

6. Sheet Metal and Air Conditioning Contractors National
   a. Architectural Sheet Metal Manual

7. Revere Products Company, Inc., Rome, New York
   a. Copper and Common Sense Association, Inc. (SMACNA)

1.4 REGULATORY REQUIREMENTS

A. FM Global (FMG): FMG Class 1 Rated and FMG 1-90 Wind Rating.

B. Applicable Local, State and Federal Building codes.

C. Local and national environmental and public health laws or requirements shall govern methods of performing the work of this section. Should a conflict in specification or manufacturer recommendation arise relative to environmental or health conditions, responsibility for determining potential conflicts prior to starting work shall be that of the contractor and the product manufacturer.

1.5 SUBMITTALS

A. General: Comply with all provisions of the contract documents, to include any additional submittal requirement not listed herein. Requirements listed herein are the minimum acceptable.

B. Product Data and Samples: After award of contract, submit:

1. Complete material list of all items proposed to be furnished and installed under this section.

2. Two 12 inch long samples of all sheet metal material.

3. Two samples of each mechanical fastener to be used for the installation of sheet metal.

C. Shop Drawings

1. After the contract is awarded, submit shop drawings showing location, diagrams and details of fabrication and installation inclusive of dimensions, shape, thickness, finish, and color.

2. Drawings to show type and gauge of metal used. Gauges of sheet metal specified in this section are minimums.

3. Drawings to show type and location of fasteners.

D. Project Record Documents

1. Upon completion of the installation, provide written certification that the work has been installed in accordance with the project specifications and drawings, and any approved Contractor submitted shop drawings.

2. As specified elsewhere, provide all required warranties, guarantees, and other such documents.

1.6 QUALITY ASSURANCE

A. Standards: Comply with the standards specified in this section and as listed in the general requirements.

B. Qualifications of Manufacturer: Products used in the specified sheet metal assembly shall be produced by manufacturers regularly engaged in the manufacturing of these products and with a five (5) year history of successful production and product installations.

C. Qualifications of Installers: Installers shall be thoroughly trained and experienced in the necessary crafts. Installers shall be made familiar with any unique requirements specified for proper performance of the work in this section.

B. Inspections: Cooperate and coordinate with inspectors, testing agencies and manufacturers, in order to facilitate inspection of the installation, to include allowance of field sampling.

E. Rejection: In the acceptance or rejection of work under this section, no allowance will be made for lack of skill or specification understanding on the part of the workmen. It shall be incumbent upon the contractor to use adequate numbers of skilled installers and to instruct them in the requirements of the project specifications as well as maintaining a set of the project specifications and drawings on the roof at all times.

F. Replacement: In the event inadequate or improper installation is determined, contractor shall make all repairs and replacements required to render the installation compliant with the project specifications. Replacements, due to improper performance, shall be at the sole cost of the contractor.

1.7 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Delivery: Material shall be delivered in the manufacturers original sealed and labeled containers or wrappings and in sufficient quantities to provide for continuous installation progress without disruption or delay due to lack of materials on site.

B. Storage: Materials shall be stored out of direct exposure to the elements and shall be stored on pallets or other storage supports, a minimum of 6 inches above the roof or ground surface. All materials shall be covered with canvas tarps or fitted synthetic tarp like covers.

1. If materials are to be stored on the roof, they shall be sufficiently distributed around the perimeter or over load bearing supports to prevent over stressing of the roof deck.

2. Polyethylene roll stock material is not an acceptable tarp material.

3. Prior to leaving the job site, daily, tarps are to be secured at all edges to immovable objects and anchored sufficiently to prevent blow off or dislocation.

C. Handling: Material shall be handled in such a manner as to preclude damage or contamination with moisture or foreign matter.

D. In the event of damage from delivery, storage, or handling of materials under this section, immediately replace deficient materials. Any installation of damaged materials shall be immediately removed and

replaced. Replacement of damaged or improperly installed materials shall be at the sole cost of the contractor.

1.8 SITE CONDITIONS

A. Field Measurements: Verification of all roof termination points and penetration locations, dimensions, sizes, and quantities are the responsibility of the contractor as outlined in the contract documents. Actual field measurements shall be used in preparation of contractor submitted shop drawings.

1.9 PROTECTION OF PROPERTY

A. Install protective coverings at pavement, side walks and buildings adjacent to hoists, other material conveyance equipment, and kettles prior to starting work.

1. Lap protective coverings not less than 6 inches, secure against wind, and vent to prevent collection of moisture on covered surfaces.

2. Keep protective coverings in place for the duration of the roof work.

1.10 COORDINATION

A. Verify that all preparatory and sequential prior work is complete and properly installed before performing work of this section.

B. Material deliveries, equipment arrivals or movements, or product installation work shall be coordinated with the owner, other trades and/or other potentially impacted parties prior to the implementing of such planned activity.

C. Once work begins on a roof, all preparation and required work on that roof shall be completed prior to moving to another roof area. The work shall be diligently performed on a daily basis until completion, unless otherwise directed by the owner.

D. Completion of work shall be defined as the total completion of all work required rendering the newly restored roof area watertight and free of surface defects and requiring no further work or foot traffic in the area by the workers.

E. The contractor shall arrange to schedule the necessary manufacturer=s completion inspection and secure a report of satisfactory performance for each roof prior to moving workers or equipment to any other roof designated for restoration.

1.11 WARRANTY

A. Material and installation shall meet all the requirements necessary to fulfill the warranty conditions and provisions set forth in Section 01740, Warranties and Bonds, and as specifically written in the manufacturer=s warranty as submitted.

PART 2 - PRODUCTS

2.1 GENERAL

A. Provide products that are recommended by the manufacturer and are fully compatible with indicated substrate and other assembly components.

B. Minimum product requirements have been listed; it is incumbent on the contractor to include, not only the listed components, but also all others necessary to provide a complete watertight restoration of the existing roof or roofs as specified herein and as is considered acceptable as a system by an approved product manufacturer.

C. All primary materials of this section shall be the products of a single manufacturer, unless stated otherwise.

D. In addition to complying with all pertinent codes and regulations, comply with pertinent recommendations contained in Architectural Sheet Metal Manual, current edition, as published by SMACNA.

E. Sheet metal shall be formed sheet shapes as indicated on the contract drawings and in conformance with details on the approved shop drawings. Form sections square, true, and accurate in size, in maximum possible lengths, free of distortion or defects detrimental to appearance or performance. Hem exposed edges of metal.

F. Where sheet metal is required and no material or gauge is indicated on the drawings, provide the highest quality and gauge commensurate with the referenced manual.

G. Counterflashings, copings, expansion joints, cap flashing, and gravel stops shall be the gauge and thickness recommended by the SMACNA Manual. In no case, however, shall any material be less than the following:

1. Aluminum - 0.032 inch thick.
2. Prefinished Galvanized Steel - 24 Gauge.
3. Stainless Steel: 26 Gauge.
4. Copper - 16 ounces per square foot.
5. Lead Coated Copper - 17.1 ounces per square foot minimum.
6. Lead (Common Desilverized Pig Lead) - 4 pounds per square foot.

H. Aluminum sheet metal shall meet ASTM B209, Alloy 3003, Temper H14 standards and shall be finished with a 70% KYNAR 500 type fluorocarbon finish in standard color chosen by Owner. Should custom color be required by Owner, additional costs for the custom color will be borne by the Owner.

I. Galvanized sheet metal shall meet ASTM A525, Class G90 zinc coating standards and shall be finished with a 70% KYNAR 500 type fluorocarbon finish in standard color chosen by Owner. Should custom color be required by Owner, additional costs for the custom color will be borne by the Owner.

J. Lead sheet metal shall meet Federal Specification PP-L-2-1, Grade B.

K. Lead-Coated Copper sheet metal shall meet ASTM B 101, Type I, Grade 2 (cold-rolled), required for forming, Class A lead weight, 16 oz. per sq. ft. (0.0216 inch thick) bare copper for total 17.1 oz. per sq. ft. of lead-coated copper.

L. Copper sheet metal shall meet ASTM B370, 16 oz. per sq. ft. cold-rolled.

M. Stainless Steel sheet metal shall meet AISI Type 304, ASTM A 167, No. 2D Finish standards.

N. Exposed Fasteners: Provide stainless steel fasteners each through a stainless steel and EPDM rubber washer. Select fasteners for the type, grade, and class required. Use only 304 series stainless steel fasteners with stainless steel sheet metal unless specifically shown otherwise on the detail drawings.

O. Hidden Fasteners: Provide hot dipped galvanized steel fasteners conforming to ASTM A1-53 or cadmium plate with at least a 7/16 diameter head. Use 1 inch diameter washers with galvanized steel fasteners as necessary to increase holding power and prevent tearing of materials. Select fasteners for the type, grade, and class required. Use only 304 series stainless steel fasteners with stainless steel sheet metal unless specifically shown otherwise on the detail drawings.

P. Unless specifically shown otherwise on the detailed drawings, all exposed fasteners shall have EPDM washers.

Q. Solder shall be 50-50 tin/lead in accordance with ASTM B-32.

R. Flux shall be muriatic acid killed with zinc or suitable brand of prepared soldering flux.

S. Sealants used in conjunction with sheet metal shall be as required by Section 079210.

2.2 FABRICATION

A. Form sheet metal of type, profiles, and size indicated on detail drawings and approved shop drawings.

B. Fabricate with required connection pieces.

C. Form sections square, true, and accurate in size, in maximum possible lengths, free of distortion or defects detrimental to appearance or performance. Allow for expansion at joints.

D. Hem exposed edges of metal.

E. Pretin edges of copper and stainless steel sheet. Solder shop formed metal joints. After soldering, remove flux. Wipe and wash solder joints clean. Weather seal joints.

PART 3 - EXECUTION

3.1 GENERAL

A. Examine the areas and conditions under which work of this section will be installed. Correct conditions detrimental to the proper and timely completion of the work. Do not proceed until unsatisfactory conditions have been corrected.

B. Dissimilar metals shall not be allowed to come into contact with one another. Provide bituminous paint or other protective coating on concealed surfaces to prevent interaction of materials.

C. All efforts shall be coordinated to prevent moisture infiltration into the facility, the existing roof assembly, or the newly installed roofing system.

D. When using mechanical fasteners which penetrate through the structural deck, contractor shall ensure that fasteners do not penetrate conduit or miscellaneous piping located on the underside of the deck.

E. Manufacturers details and recommendations and approved shop drawings shall be followed in the event a condition is not covered within this written specification.

F. The methods of installation and thickness and type of material application specified herein are the minimum standard for workmanship and application quality.

G. Other methods, when approved by the products manufacturer, may be substituted for those described herein, but in no case shall the quality of the installation be compromised to extend below the minimum standards set forth in this section.

H. Should the primary material manufacturer require more stringent installation methods than those specified in this section, then the manufacturer=s requirements shall prevail in lieu of that stated herein.

3.2 INSPECTION OF EXISTING DECK, AND FLASHING SURFACES (SUBSTRATES)

A. Examine all surfaces designated to receive the sheet metal and report all unacceptable surfaces to the Owner.

B. Notify the Owner prior to acceptance of substrate for inspection and approval.

3.3 SURFACE CONDITIONS

A. Sweep surfaces to receive new sheet metal of all dirt, dust and other foreign matter.

B. All joints, gaps or other openings at or around penetrations in the deck, that may allow bitumen flow into the building interior, shall be sealed using asphalt plastic cement prior to sheet metal application.

C. Surfaces to receive new sheet metal are to be free of any standing water, frost, snow or loose debris. Substrate is to be smooth, free of sharp projections and obvious holes, gouges or other critical depressions.

D. All wood nailers and cants shall be securely installed.

E. Verify that all work specified elsewhere in the project specifications is properly installed and that the prepared substrate is ready for application of the work under this section.

3.4 WORKMANSHIP

A. Form all sheet metal accurately and to the required dimensions and shapes.

B. All exposed edges of cut sheet metal shall be folded back on concealed surfaces.

C. Form, fabricate, and install all sheet metal so as to adequately provide for expansion and contraction in the finished work.

D. Whenever possible, secure metal by means of clips or cleats without fastening through exposed metal.

3.5 WEATHERPROOFING

A. Finish all sheet metal watertight and weathertight where so required.

B. Where lap seams do not have a joint cover, lap according to pitch, but in no case less than 3 inches.

C. Make all lap seams in the direction of the water flow.

3.6 STEP FLASHING

A. Provide and install 0.032 inch thick KYNAR 500 painted aluminum step flashing over the joint between shingles and the masonry wall.

B. Install step flashing in 10 inch wide x 7 inch long sections.

C. Overlap upper course of step flashing 2 inches over the lower course of step flashing, leaving 5 inches of exposure.

D. Shingle step flashing between courses of fiberglass shingles. Secure horizontal arm of step flashing to the roof deck using two approved galvanized nails.

3.7 SURFACE MOUNT COUNTERFLASHING

A. Provide and install 0.027 inch thick KYNAR 500 painted aluminum surface mount counterflashing with a 4 inch wide flange over the top edge of the vertical side of step flashing against a masonry wall.

B. Install surface mount counterflashing in maximum 10 feet-0 inch sections.

C. Overlap two adjoining sections of surface mount counterflashing at least 3 inches. Apply urethane sealant between overlapped sections of surface mount counterflashing.

D. Secure surface mount counterflashing to wood substrate 18 inches on center using approved masonry fasteners each through a stainless steel and EPDM washer.

E. Apply urethane sealant in the top lip of the surface mount counterflashing. Slope urethane sealant and tool against the surface mount counterflashing and masonry wall.

3.8 VENT PIPE FLASHING

A. Field verify locations of new vent pipe flashing prior to placement of materials order or shop fabrication.

B. Vent pipes shall be covered with vent pipe flashing as follows:

1. Vertical sleeve with a 4 inch wide horizontal flange.
2. Cap with a 2 inch turndown inside vent pipe and vertical leg to overlap sleeve 3 inches.
3. Elastomeric sealant shall be placed in the overlap between the cap and sleeve.

C. Joints in both pieces of vent pipe flashing shall be soldered.

D. Fasten the horizontal flange 3 inches on center with approved fasteners to the roof deck or wood blocking unless otherwise detailed or approved.

3.9 CRICKET

A. Provide and install a new metal cricket with a 8 inch wide flange over the portion of the roof deck behind each chimney as required by the Residential Asphalt Roofing Manual. **NOTE:** Provide cricket with welded joints.

B. Extend vertical flange of cricket on chimney at least 8 inches. Temporarily seal top edge of cricket on chimney using urethane sealant. **NOTE:** Siding will be placed over top edge at a later date by the Owner.

C. Provide and install asphalt roof cement between fiberglass shingles and the cricket flange.

D. Place new fiberglass shingles over the aluminum flange and set each fiberglass shingles in asphalt roof cement.

3.10 COPING COVERS

A. Install new coping covers on perimeter walls where required by the Contract Drawings.

B. Form coping covers in not less than 10 foot sections. Sections are to be joined to allow for longitudinal expansion.

C. Provide 6 inch wide splice plates between sections of coping covers. Apply elastomeric sealant between splice plate and each section of coping cover. Secure each splice plate to substrate using four approved fasteners, two per vertical side.

D. All corner pieces shall be welded or soldered. Corner pieces to be 2 inches long on each side.

E. Unless otherwise shown on the detail drawings, copings shall be fastened with a continuous cleat on the exterior face and with EPDM gasketed stainless steel fasteners on the roof side face. Install the fasteners through slotted holes to allow for expansion and contraction of the sheet metal.

3.12 METAL EDGING AND GRAVEL STOPS

A. Install new metal edgings and gravel stops at roof edges where required by the Contract Drawings.

B. Form metal edgings and gravel stops per the detail drawings in not more than 1 0 foot lengths.

C. Metal edgings and gravel stops shall be secured with a continuous cleat wherever possible. Face fastening of perimeter sheet metal work will not be accepted.

D. Fasten the roof mounted horizontal flange 3 inches on center, staggered, with approved fasteners unless otherwise detailed or approved.

E. Provide 6 inch wide splice plates between sections of metal edging and gravel stops. Apply elastomeric sealant between splice plate and each section of metal edging and gravel stops. Secure each splice plate to substrate using four approved fasteners, two per side.

3.13 COUNTERFLASHINGS

A. Install new counterflashings where required by the Contract Drawings.

B. Form counterflashings per the detail drawings in not more than 10 foot lengths.

C. Counterflashings shall overlap the top edge of base flashings a minimum of 3 inches.

D. Lap ends of counterflashing 3 inches with an approved elastomeric sealant between the two overlapped sections. Use a loose, locking-type, joint or rivets to secure all laps in the counterflashing.

E. Where applicable, secure counterflashings into reglet joints with lead wedges spaced 12 inches on center. After installing counterflashing into the reglet, caulk joint with sealant as required by Section 079210.

F. If surface mounted counterflashing is used, install counterflashing into a bead of approved sealant and fasten 8 inches on center.

G. Apply a bead of approved sealant in the joint between the top edge counterflashing and substrate as required by Section 079210.

3.14 FASCIA FLASHING

A. Install new fascia flashing where required by the Contract Drawings.

B. Form fascia flashing per the detail drawings in not more than 10 foot lengths.

C. Secure fascia flashing 12 inches on center to steel, wood, or masonry substrates using approved fasteners and washers.

D. Provide 6 inch wide splice plates between sections of fascia flashing. Apply elastomeric sealant between splice plate and each section of fascia flashing. Secure each splice plate to the substrate using two approved fasteners.

E. Unless otherwise shown on the detail drawings, fascia flashings shall overlap base flashings, wall panels, and the top of masonry walls a minimum of 3 inches and be secured at its upper end to the substrate using approved fasteners placed 12 inches on center.

F. All corner pieces shall be welded or soldered. Corner pieces to be 24 inches long on each side.

3.15 HEAT STACK COLLAR AND SKIRTS

A. Provide and install a new metal heat stack collar and skirt around all existing heat stacks.

B. Provide collars 2 inches larger in diameter than the diameter of the heat stack with 6 inch wide flanges.

C. Secure each collar flange to the roof deck 4 inches on center using approved fasteners.

D. Position skirt on the heat stack over the collar so that the bottom of the skirt extends over the collar.

E. Secure the skirt to the heat stack 6 inches on center using pop rivets.

F. Apply silicone sealant in the reglet joint between the skirt and heat stack as required by Section 079210.

3.16 VENTILATOR COLLAR AND SKIRTS

A. Provide and install a new metal flashing collar and skirt around existing round ventilator stacks per the detail drawings.

B. Provide collars 2 inches larger in diameter than the diameter of the ventilator stack with 6 inch wide flanges.

C. Secure each collar flange to the roof deck 4 inches on center using approved fasteners.

D. Position skirt on the ventilator stack over the collar so that the bottom of the skirt extends over the collar.

E. Solder the joint watertight between the ventilator stack and skirt.

3.17 PITCH POCKETS

A. Provide and install a new metal pitch pocket around conduit and air conditioning lines, I- beams, and other penetrations that can not be flashed with roof system flashing materials as required by the Contract Drawings.

B. Provide pitch pockets of sufficient size as necessary to:
1. Provide a 1 inch gap between pitch pockets and conduit lines.
2. Be at least 4 inches high above the surface of the roof membrane.
3. Have 4 inches wide flanges.

C. Rest flanges of pitch pockets over the roof membrane and secure the flanges to the roof deck 4 inches on center using approved fasteners. Provide and install a minimum of two fasteners through each flange on one side of the pitch pocket.

3.18 FASTENING

A. Secure metal as per detailed contract drawings and approved shop drawings.

B. All clips and cleats are to be fastened a maximum of 12 inches on center with self-tapping screws and 6 inches on center with barbed roofing nails.

C. For concealed fastening into wood, use hot dipped, double coated zinc ring shank roofing nails 1-3/4 inches x 11 gauge.

D. For fastening into concrete, use masonry/concrete anchors with at least 3/4 inch diameter heads or washers. When fasteners will be exposed, use one EPDM and steel washer per fastener. Use all metal anchors only, plastic anchors shall not be permitted.

E. Hidden fasteners shall be corrosion resistant coated.

F. For exposed fastening into wood, use stainless steel screws with EPDM washers.

3.19 SOLDERING

A. General: Thoroughly clean and tin all joint materials prior to soldering.

B. Use heavy soldering copper of a blunt design, properly tinned for use.

C. Perform all soldering slowly with well heated soldering copper in order to heat seams thoroughly and to completely fill them in.

D. Make all exposed soldering of finished surfaces neat, full-flowing, and smooth.

E. After soldering, thoroughly wash and flux with a soda solution.

3.20 CLEANUP

A. Debris from sheet metal work shall be frequently removed from building site as it accumulates.

B. Leave job site absolutely clean at completion of work and properly dispose of all construction debris.

3.21 VERIFICATION

A. Upon completion of the installation in each area, visually inspect and verify that all sheet metal components are complete and properly installed. Verify that fasteners are properly located and securely anchored.

END OF SECTION.

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SECTION 079210 - JOINT SEALANTS

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Silicone joint sealants.
2. Urethane joint sealants.
3. Solvent-release-curing joint sealants.
3. Preformed joint sealants.

B. Related Sections:

1. Section 042000 "Unit Masonry" for masonry control and expansion joint fillers and gaskets.

1.3 PRECONSTRUCTION TESTING

A. Preconstruction Compatibility and Adhesion Testing: Submit to joint-sealant manufacturers, for testing indicated below, samples of materials that will contact or affect joint sealants.

1. Use manufacturer's standard test method to determine whether priming and other specific joint preparation techniques are required to obtain rapid, optimum adhesion of joint sealants to joint substrates.
2. Submit not fewer than three pieces of each kind of material, including joint substrates, shims, joint-sealant backings, secondary seals, and miscellaneous materials.
3. Schedule sufficient time for testing and analyzing results to prevent delaying the Work.
4. For materials failing tests, obtain joint-sealant manufacturer's written instructions for corrective measures including use of specially formulated primers.
5. Testing will not be required if joint-sealant manufacturers submit joint preparation data that are based on previous testing, not older than 24 months, of sealant products for adhesion to, and compatibility with, joint substrates and other materials matching those submitted.

B. Preconstruction Field-Adhesion Testing: Before installing sealants, field test their adhesion to Project joint substrates as follows:

1. Locate test joints where indicated on Project or, if not indicated, as directed by Architect.
2. Conduct field tests for each application indicated below:

a. Each kind of sealant and joint substrate indicated.

3. Notify Consultant seven days in advance of dates and times when test joints will be erected.

4. Arrange for tests to take place with joint-sealant manufacturer's technical representative present.

   a. Test Method: Test joint sealants according to Method A, Field-Applied Sealant Joint Hand Pull Tab, in Appendix X1 in ASTM C 1193 or Method A, Tail Procedure, in ASTM C 1521.

      1) For joints with dissimilar substrates, verify adhesion to each substrate separately; extend cut along one side, verifying adhesion to opposite side. Repeat procedure for opposite side.

5. Report whether sealant failed to adhere to joint substrates or failed cohesively. Include data on pull distance used to test each kind of product and joint substrate. For sealants that fail adhesively, retest until satisfactory adhesion is obtained.

6. Evaluation of Preconstruction Field-Adhesion-Test Results: Sealants not evidencing adhesive failure from testing, in absence of other indications of noncompliance with requirements, will be considered satisfactory. Do not use sealants that fail to adhere to joint substrates during testing.

1.4 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1.5 ACTION SUBMITTALS

A. Product Data: For each joint-sealant product indicated.

B. LEED Submittals:

1. Product Data for Credit IEQ 4.1: For sealants and sealant primers used inside the weatherproofing system, documentation including printed statement of VOC content.
2. Laboratory Test Reports for Credit IEQ 4: For sealants and sealant primers used inside the Weatherproofing system, documentation indicating that products comply with the testing and Product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

C. Samples for Initial Selection: Manufacturer's color charts consisting of strips of cured sealants showing the full range of colors available for each product exposed to view.

D. Samples for Verification: For each kind and color of joint sealant required, provide Samples with joint sealants in 1/2-inch wide joints formed between two 6-inch long strips of material matching the appearance of exposed surfaces adjacent to joint sealants.

E. Joint-Sealant Schedule: Include the following information:

1. Joint-sealant application, joint location, and designation.
2. Joint-sealant manufacturer and product name.
3. Joint-sealant formulation.

4. Joint-sealant color.

1.6 INFORMATIONAL SUBMITTALS

A. Qualification Data: For qualified Installer and testing agency.

B. Product Certificates: For each kind of joint sealant and accessory, from manufacturer.

C. Sealant, Waterproofing, and Restoration Institute (SWRI) Validation Certificate: For each sealant specified to be validated by SWRI's Sealant Validation Program.

D. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, indicating that sealants comply with requirements.

E. Preconstruction Compatibility and Adhesion Test Reports: From sealant manufacturer, indicating the following:

1. Materials forming joint substrates and joint-sealant backings have been tested for compatibility and adhesion with joint sealants.
2. Interpretation of test results and written recommendations for primers and substrate preparation needed for adhesion.

F. Preconstruction Field-Adhesion Test Reports: Indicate which sealants and joint preparation methods resulted in optimum adhesion to joint substrates based on testing specified in "Preconstruction Testing" Article.

G. Field-Adhesion Test Reports: For each sealant application tested.

H. Warranties: Sample of special warranties.

1.7 QUALITY ASSURANCE

A. Installer Qualifications: Manufacturer's authorized representative who is trained and approved for installation of units required for this Project.

B. Source Limitations: Obtain each kind of joint sealant from single source from single manufacturer.

C. Product Testing: Test joint sealants using a qualified testing agency.

1. Testing Agency Qualifications: An independent testing agency qualified according to ASTM C 1021 to conduct the testing indicated.
2. Test according to SWRI's Sealant Validation Program for compliance with requirements specified by reference to ASTM C 920 for adhesion and cohesion under cyclic movement, adhesion-in-peel, and indentation hardness.

D. Mockups: Install sealant in mockups of assemblies specified in other Sections that are indicated to receive joint sealants specified in this Section. Use materials and installation methods specified in this Section.

1.8 FIELD CONDITIONS

A. Do not proceed with installation of joint sealants under the following conditions:

1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer or are below 40 deg F.
2. When joint substrates are wet.
3. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
4. Where contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

1.9 WARRANTY

A. Special Installer's Warranty: Manufacturer's standard form in which Installer agrees to repair or replace joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.

1. Warranty Period: Two years from date of Substantial Completion.

B. Special Manufacturer's Warranty: Manufacturer's standard form in which joint-sealant manufacturer agrees to furnish joint sealants to repair or replace those that do not comply with performance and other requirements specified in this Section within specified warranty period.

1. Warranty Period: 10 years from date of Substantial Completion.

C. Special warranties specified in this article exclude deterioration or failure of joint sealants from the following:

1. Movement of the structure caused by structural settlement or errors attributable to design or construction resulting in stresses on the sealant exceeding sealant manufacturer's written specifications for sealant elongation and compression.
2. Disintegration of joint substrates from natural causes exceeding design specifications.
3. Mechanical damage caused by individuals, tools, or other outside agents.
4. Changes in sealant appearance caused by accumulation of dirt or other atmospheric contaminants.

PART 2 - PRODUCTS

2.1 JOINT SEALANTS, GENERAL

A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer, based on testing and field experience.

B. VOC Content of Interior Sealants: Sealants and sealant primers used inside the weatherproofing system shall comply with the following limits for VOC content when calculated according to 40 CFR 59, Subpart D (EPA Method 24):

1. Architectural Sealants: 250 g/L.
2. Sealant Primers for Nonporous Substrates: 250 g/L.
3. Sealant Primers for Porous Substrates: 775 g/L.

C. Stain-Test-Response Characteristics: Where sealants are specified to be nonstaining to porous substrates, provide products that have undergone testing according to ASTM C 1248 and have not stained porous Joint substrates indicated for Project.

D. Colors of Exposed Joint Sealants: As selected by Owner or Owner's Representative from manufacturer's full range.

2.2 SILICONE JOINT SEALANTS

A. Single-Component, Nonsag, Neutral-Curing Silicone Joint Sealant: ASTM C 920, Type S, Grade NS, Class 100/50, for Use NT.

1. Products: Subject to compliance with requirements, provide one of the following:

a. Tremco Incorporated; Tremseal S - Basis of Design.
b. Dow Corning Corporation; 790.
c. Sika Corporation, Construction Products Division; SikaSil-C990.

2.3 URETHANE JOINT SEALANTS

A. Single-Component, Nonsag, Urethane Joint Sealant: ASTM C 920, Type S, Grade NS, Class 50/35, For Use NT.

1. Products: Subject to compliance with requirements, provide one of the following:

a. Tremco Incorporated; Tremseal D - Basis of Design.
b. Sika Corporation, Construction Products Division; Sikaflex - 15LM Plus.

2.4 JOINT SEALANT BACKING

A. Sealant Backing Material, General: Provide sealant backings of material that are nonstaining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.

B. Cylindrical Sealant Backings: ASTM C 1330, Type C (closed-cell material with a surface skin) or any of the preceding types, as approved in writing by joint-sealant manufacturer for joint application indicated, and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.

C. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint. Provide self-adhesive tape where applicable.

2.5 MISCELLANEOUS MATERIALS

A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.

B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.

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

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting joint-sealant performance.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:

1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
2. Clean porous joint substrate surfaces by brushing, grinding, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air. Porous joint substrates include the following:
   a. Concrete.
   b. Masonry.
   c. Exterior insulation and finish systems.
3. Remove laitance and form-release agents from concrete.
4. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants. Nonporous joint substrates include the following:
   a. Metal.
   b. Glass.

B. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or as indicated by preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not

allow spillage or migration onto adjoining surfaces.

C. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.3 INSTALLATION OF JOINT SEALANTS

A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.

B. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.

C. Install sealant backings of kind indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.

1. Do not leave gaps between ends of sealant backings.
2. Do not stretch, twist, puncture, or tear sealant backings.
3. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry materials.

D. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.

E. Install sealants using proven techniques that comply with the following and at the same time backings are installed:

1. Place sealants so they directly contact and fully wet joint substrates.
2. Completely fill recesses in each joint configuration.
3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.

F. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified in subparagraphs below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
1. Remove excess sealant from surfaces adjacent to joints.
2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
3. Provide concave joint profile per Figure 8A in ASTM C 1193, unless otherwise indicated.
4. Provide flush joint profile at locations indicated on Drawings per Figure 8B in ASTM C 1193.
5. Provide recessed joint configuration of recess depth and at locations at locations indicated on Drawings per Figure 8C in ASTM C 1193.
    a. Use masking tape to protect surfaces adjacent to recessed tooled joints.

3.4 FIELD QUALITY CONTROL

A. Field-Adhesion Testing: Field test joint-sealant adhesion to joint substrates as follows:

1. Extent of Testing: Test completed and cured sealant joints as follows:

a. Perform 6 tests for the first 1000 feet of joint length for each kind of sealant and joint substrate.
b. Perform 1 test for each 1000 feet of joint length thereafter or 1 test per each floor per elevation.

2. Test Method: Test joint sealants according to Method A, Field-Applied Sealant Joint Hand Pull Tab, in Appendix X1 in ASTM C 1193 or Method A, Tail Procedure, in ASTM C 1521.

a. For joints with dissimilar substrates, verify adhesion to each substrate separately; extend cut along one side, verifying adhesion to opposite side. Repeat procedure for opposite side.

3. Inspect tested joints and report on the following:

a. Whether sealants filled joint cavities and are free of voids.

b. Whether sealant dimensions and configurations comply with specified requirements.

c. Whether sealants in joints connected to pulled-out portion failed to adhere to joint substrates or tore cohesively. Include data on pull distance used to test each kind of product and joint substrate. Compare these results to determine if adhesion passes sealant manufacturer's field-adhesion hand-pull test criteria.

4. Record test results in a field-adhesion-test log. Include dates when sealants were installed, names of persons who installed sealants, test dates, test locations, whether joints were primed, adhesion results and percent elongations, sealant fill, sealant configuration, and sealant dimensions.

5. Repair sealants pulled from test area by applying new sealants following same procedures used originally to seal joints. Ensure that original sealant surfaces are clean and that new sealant contacts original sealant.

B. Evaluation of Field-Adhesion Test Results: Sealants not evidencing adhesive failure from testing or noncompliance with other indicated requirements will be considered satisfactory. Remove sealants that fail to adhere to joint substrates during testing or to comply with other requirements. Retest failed applications until test results prove sealants comply with indicated requirements.

3.5 CLEANING

A. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

3.6 PROTECTION

A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or

damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from original work.

3.7 JOINT-SEALANT SCHEDULE

A. Joint-Sealant Application: Exterior joints in vertical surfaces and horizontal non-traffic surfaces.

1. Joint Locations:

a. General: Install sealant in joints where shown on the contract drawings and along the top of termination bars and under TPA protection sheets under piping and conduit supports.

2. Joint Sealant: Urethane, Grade S, Grade NS, Class 50/25, for Use NT.

3. Joint-Sealant Color: As selected by Owner or Owner's Representative from manufacturers full range of colors.

B. Joint-Sealant Application: Exterior joints in vertical surfaces and horizontal non-traffic surfaces.

1. Joint Locations:

a. General: Install sealant in joints where shown on the contract drawings and where necessary to seal joints in the roof related sheet metal flashing system's watertight.

2. Joint Sealant: Silicone, Grade S, Grade NS, Class 100/50, for Use NT.

3. Joint-Sealant Color: As selected by Owner or Owner's Representative from manufacturers full range of colors.

END OF SECTION

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SECTION 221423 - ROOF DRAIN INSTALLATION, REPAIR, REPLACEMENT

PART 1 - GENERAL

1.1 WORK INCLUDED

A. Installation: Provide and install all necessary roof drain bowls, no-hub cast iron piping, appurtenances, supports, insulation, tools, labor and equipment for the installation of new drains where indicated on the roof plan of the contract drawings and as required by the Summary of Work Section in the Specifications.

B. Repair: Provide the necessary tools, labor, and equipment for the installation of new clamping rings, domes, and bolts for all existing roof drains.

C. Replacement: Provide and install all necessary roof drain bowls, no-hub cast iron piping, appurtenances, supports, insulation, tools, labor and equipment for the installation of new roof drains where indicated on the roof plan of the contract drawings and as required by the Summary of Work Section in the Specifications.

D. Lowering of Drain Height: Provide the necessary tools, labor and equipment for the adjustment of the height of all existing drain bowls as necessary to provide positive roof drainage into the roof drain bowls.

1.2 RELATED WORK

A. Related Sections: Work contained elsewhere, when applicable.

1. Masonry Repair
2. Related Sheet Metal
3. Rough Carpentry
4. Insulation
5. Sealants and Caulking

1.3 REFERENCES

A. All work under this section shall conform to the more stringent product and performance procedures outlined within the project specifications and as outlined in, recommended in, or specified in the latest editions of:

1. Local Plumbing Code

2. FM Global (FMG)
   a. Approval Guide

3. Underwriters Laboratory Inc. (UL)
   a. Building Materials Directory

4. American Society for Testing and Materials (ASTM)
   a Book of Standards

5. National Roofing Contractors Association (NRCA)
   a. Roofing and Waterproofing Manual
   b. Handbook of Accepted Roofing Knowledge (HARK)

6. Published material manufacturer's literature and specifications as submitted for approval.

7. Sheet Metal and Air Conditioning Contractors National Association, Inc. SMACNA)
   a. Architectural Sheet Metal Manual

1.4 QUALITY ASSURANCE

A. Standards: Comply with the standards specified in this section and as listed in the general requirements.

B. Qualifications of Manufacturer: Products used in the work included in this section shall be produced by manufacturers regularly engaged in the manufacturing of similar items and with a history of successful production and product installations.

C. Qualifications of Contractor: Contractor shall be thoroughly trained and experienced in the necessary crafts. Only a licensed plumber shall perform the roof drainage work and be made familiar with any unique requirements specified for proper performance of the work in this section.

D. Roof Drainage Inspections: Cooperate and coordinate with inspectors, testing agencies and manufacturers, in order to facilitate inspection of roof drain installation processes.

E. Rejection: In the acceptance or rejection of work under this section, no allowance will be made for lack of skill or specification understanding on the part of the workmen. It shall be incumbent upon the contractor to use adequate numbers of skilled installers and to instruct them in the requirements of the project specifications as well as maintaining a set of the project specifications and drawings on the roof at all times.

F. Replacement: In the event inadequate or improper installation is determined, contractor shall make all repairs and replacements required to render the installation compliant with the project specifications. Replacements, due to improper performance, shall be at the sole cost of the contractor.

G. Welding: Perform all shop and field welding required in connection with the work of this section, adhering strictly to the current pertinent recommendations of the American Welding Society (AWS).

1.5 SUBMITTALS

A. General: Comply with all provisions of the project documents, to include any additional submittal requirement not listed herein. Requirements listed herein are the minimum acceptable.

B. Product Data and Samples: After award of project, submit:
   1. Complete material list of all items proposed to be furnished and installed under this section.
   2. Two samples of each mechanical fastener to be used for the installation of all roof drainage materials.
   3. Shop Drawings

a. After the project is awarded, submit shop drawings showing slope, location, diagrams and details of fabrication and installation.
b. Drawings to show the layout, slope, and size of new drain piping.
c. Drawings to show the connection of new drain piping to existing drain piping.
d. Drawings to show type and gauge of piping and support straps used. Gauges of piping and support straps specified in this section are minimums.

1.6 PROJECT RECORD DOCUMENTS

A. Upon completion of the installation, provide written certification that the work has been installed in accordance with the project specifications and drawings, and any approved contractor submitted shop drawings.

B. As specified elsewhere, provide all required warranties, guarantees, and other such documents.

1.7 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Delivery: Material shall be delivered in sufficient quantities to provide for continuous installation progress without disruption or delay due to lack of materials on site.

B. Storage: Materials shall be stored out of direct exposure to the elements and shall be stored on pallets or other storage supports, a minimum of 6 inches above the roof or ground surface. All materials shall be covered with canvas tarps or fitted synthetic tarp like covers.

C. If materials are to be stored on the roof, they shall be sufficiently distributed around the perimeter or over load bearing supports to prevent over stressing of the roof deck.

D. Prior to leaving the job site, daily, tarps are to be secured at all edges to immovable objects and anchored sufficiently to prevent blow off or dislocation.

E. Handling: Material shall be handled in such a manner as to preclude damage or contamination with moisture or foreign matter.

F. In the event of damage from delivery, storage, or handling of materials under this section, immediately replace deficient materials. Any installation of damaged materials shall be immediately removed and replaced. Replacement of damaged or improperly installed materials shall be at the sole cost of the contractor.

1.8 COORDINATION

A. Verify that all preparatory and sequential prior work is complete and properly installed before performing work of this section.

B. All new roof drainage work shall be closely coordinated with the installation of the new roofing membrane.

C. New roof drain bowls shall be installed directly after roofing work such that roofing terminations will not be left exposed.

1.9 WARRANTY

A. Material and installation shall meet all the requirements necessary to fulfill the warranty conditions and provisions set forth in Section 01740, "Warranties and Bonds," and as specifically written in the manufacturer's warranty as submitted.

PART 2 - PRODUCTS

2.1 NEW ROOF DRAIN ASSEMBLIES

A. New roof drain assemblies to consist of a W-3000 series roof drain bowl, duracoated cast iron body with combination membrane flashing clamp/gravel guard, low silhouette cast iron dome and underdeck clamp as manufactured by Wade Division of the Tyler Pipe Corporation or approved equal. Drains to have no-hub option for use with no-hub piping and an underdeck clamp, unless not Permitted by any applicable plumbing code. Install roof bowl receiver at all drains.

2.2 NEW PVC DRAIN PIPING - USE WHEN ALLOWED BY APPLICABLE CODES

A PVC Schedule 40 shall be used only when allowed by applicable building, plumbing and fire codes. Cast iron steel hangers, accessories and fittings shall be as manufactured by Tyler Pipe, a subsidiary of Tyler Pipe Corporation or approved equal.

2.3 NEW CAST IRON DRAIN PIPING - USE WHEN REQUIRED BY APPLICABLE CODES

A. Cast iron piping shall be used in place of PVC piping where required by applicable building, plumbing and fire codes. Cast iron piping, clamps, steel hangers, accessories and fittings shall be as manufactured by Tyler Pipe, a subsidiary of Tyler Pipe Corporation or approved equal.

2.4 NEW DRAIN BOWL INSULATION

A. The underside of all roof drain bowls shall be insulated with ½ inch thick fiberglass roof insulation with service jacket and self-sealing laps.

2.5 NEW DRAIN PIPE INSULATION

A. All horizontal piping shall have ½ inch thick fiberglass insulation with integral vapor barrier with Zeston fittings as manufactured by Owens Corning Fiberglass Corporation or approved equal.

2.6 REPLACEMENT PARTS

A. Replacement of clamping rings, strainers, and bolts and washers for existing roof drains shall be those manufactured for the type of drain that exists and wherever discernible shall be produced by the original drain manufacturer.

PART 3 - EXECUTION

3.1 GENERAL

A. Install all new drain bowl and piping assemblies and miscellaneous supports at locations indicated on

the roof plan of the contract drawings and as required by the Summary of Work Section in the Specifications. Connect roof drains immediately to roof drainage piping.

B. Replace all existing clamping rings, domes, and bolts for all existing drains.

C. When installing new drain assemblies and drain piping, carefully coordinate the cutting of the deck, insulation, membrane roofing, ceiling and other building components with the Owner and the Owner's field representative.

3.2 LOWERING OF DRAIN HEIGHT

A. Provide the necessary tools, labor and equipment for the adjustment of the height of each roof drain bowl as necessary to provide positive roof drainage into each roof drain bowl.

B. Seal all joints between the bowls and drain piping as a result of this work.

3.3 NEW ROOF DRAIN BOWL

A. Set each new drain bowl firmly against the roof deck, then install a new underdeck clamp on the underside of the roof deck. Tighten the underdeck clamp against the roof deck so that the roof drain bowl is held against the roof deck and restrained from movement.

B. After the new membrane is installed over the drain bowl lip, lay a new clamping ring over the membrane and secure the clamping ring to the drain bowl using four new stainless steel bolts each through a stainless steel washer. Torque bolts evenly to cause the clamping ring to compress membrane. Caution: Do not over tighten bolts so as to cut flashing.

C. Secure one new roof drain strainer to each roof drain bowl by twisting the lip of the strainer under the tabs on the bowl.

3.4 ROOF DRAIN PIPING

A. Install all new roof drain piping to provide a watertight drainage assembly from each roof drain bowl to grade. The diameter of the new roof drain piping shall be equal to the diameter of the existing drain piping, unless noted on the Roof Plan.

B. Any portion of new drain piping that will be exposed to the weather shall be constructed of cast iron drain piping.

C. Securely secure drain piping to building structure on 10 foot centers or less, as necessary to support All fittings and joints such that piping does not bend or warp under its normal weight or when water is passing through piping.

D. Use cast iron piping only when required by applicable building, plumbing and fire codes.

E. Slope drain piping to carry water to underground drain piping or to grade level. Slope as required by applicable plumbing codes.

F. Do not install drain pipe insulation until all joints in the new drain piping line have been inspected and passed a leak test for watertightness.

3.5 ROOF DRAIN BOWL INSULATION

A. Install rigid ½ inch thick fiberglass roof insulation with service jacket and self-sealing laps on the underside of each roof drain bowl. Tape all joints.

B. Cut insulation carefully and form around drain piping.

3.6 ROOF DRAIN PIPING INSULATION

A. Install rigid ½ inch thick fiberglass roof insulation with service jacket and self-sealing laps on all new drain piping. Tape all joints.

B. Cut insulation carefully and form around hangers so that all drain piping is concealed.

3.7 EXISTING ROOF DRAIN BOWLS

A. Provide and install one new clamping ring and drain strainer on each existing roof drain bowl.

B. After the new membrane is installed over the drain bowl lip, lay new clamping ring over the membrane and secure the clamping ring to the drain bowl using four new stainless steel bolts each through a stainless steel washer. Torque bolts evenly to cause the clamping ring to compress membrane.

C. Secure one new roof drain strainer to each roof drain bowl by twisting the lip of the strainer under The tabs on the bowl.

3.8 QUALITY CONTROL

A. The building is to remain absolutely watertight during installation of new drains. The deck and new membrane is not to be cut if any ponded water exists on roof surface.

B. Be careful not to damage any interior or exterior finishes, including floors, ceilings and walls.

C. Restore all surfaces damaged by the operations of this section to like new condition, at no additional cost to the Owner.

3.9 VERIFICATION

A. Upon completion of the installation of each drain and attached piping, visually inspect and verify that all components are complete and properly installed. Verify that all new drains and piping are securely attached to the building structure, are in working order and are absolutely watertight.

3.10 CLEANUP

A. At completion of all plumbing work, remove all construction debris and equipment from job site. Contractor is to ensure that all building components (ceilings, lights, etc.) are undamaged and properly in place.

END OF SECTION

SECTION 264115 – UPGRADE TO LIGHTNING PROTECTION SYSTEM

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes

1. This Section specifies the upgrade to the existing lightning protection system on the project building.
2. Provide all labor, materials, and equipment as necessary to complete all work as indicated on the drawings, and as specified herein.
3. The Contractor shall furnish and upgrade the existing lightning protection system with all necessary components for a complete certified lightning protection system.

1.2 SYSTEM DESCRIPTION

A. The components of the lightning protection system shall be manufactured and installed in accordance with Underwriters Laboratories, Inc. Pamphlet No.UL96A Master Labeled Lightning Protection Systems.

B. Building steel shall be used as down conductors, grounded at every other perimeter column (or one ground rod for every 60 feet of perimeter).

1.3 SUBMITTALS

A. See Section 01340 – Submittal Procedures.

1.4 QUALITY ASSURANCE

A. Upon completion and receipt of final payment, the Contractor shall furnish the Owner with the standard UL Master Label certificate.

B. Installation of systems shall be performed by fully qualified personnel having had a minimum of ten (10) years' experience installing these types of systems. They shall have been certified for installation by the Lightning Protection Institute and recognized by Underwriters Laboratories as a Master Label Lightning Protection System installer.

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C. The design of the systems shall be performed by fully qualified personnel having had a minimum of five (5) years' experience on designing these types of systems. They shall have been certified for design by a recognized lightning protection school such as the Lightning Protection Institute.

PART 2 – PRODUCTS

2.1 STANDARD

A. All materials shall comply in weight size, and composition with the following requirements based on the type of building or structure involved.

1. National Fire Protection Association 780
2. Underwriters Laboratories 96

2.2 MANUFACTURERS

A. Acceptable manufacturers:
   1. East Coast Lightning Equipment, Inc., Winsted, CT.
   2. Other Approved Equal Manufacturers

2.3 MATERIALS

A. All materials for this installation shall be Class I as defined by Underwriters Laboratories Inc. for use on structures.

B. Copper shall be of the grade ordinarily required for commercial electrical work, generally designated as being 98 percent conductivity when annealed.

C. Air Terminals
   1. Roof Air Terminals: Solid copper having a minimum diameter of 3/8 inch and a length of not less than 10 inches or more than 24 inches. Wherever materials come in direct contact with aluminum surfaces, the air terminals shall be solid aluminum, ½ inch in diameter.
   2. Chimney Air Terminals: Solid copper having a minimum diameter of 3/8 inch and a length as required to extend 10 inches above top of chimney. Chimney terminals and components shall be tin coated, extending a minimum of 2 feet below top of chimney.

D. Conductors:
   1. Main Conductors – Copper Cable:
      a. Copper weighing not less than 187-1/2 lbs per 1000 feet.
      b. The size of any wire in the conductor not less than No. 17 AWG.
      c. Minimum cross sectional area of 59,500 cir. mil.
   2. Main Conductors – Aluminum Cable:
      a. Aluminum weighing not less than 95 lbs. per 1000 ft.
      b. The size of any wire in the conductor not less than No. 14 AWG.
      c. Minimum cross sectional area of 98,500 cir. mil.

E. Attachments: Fasteners shall be of suitable configuration for the intended application and of the same material as the conductor. Nails, screws, or bolts employed to secure the fasteners shall be of the same material as the fasteners or of material which is as resistant to corrosion as that of the fasteners. (Galvanized or plated steel nails, screws, or bolts are not acceptable).

F. Connections and Splices: Connectors and splices shall be of suitable configuration and type for the intended application and of the same material as the conductor.

PART 3 - EXECUTION

3.1 STANDARD

A. The installation shall comply in manner, design, and detail with the following requirements based on the type of building or structure involved.
   1. Lightning Protection Institute 175

2. Underwriters Laboratories 96A

3.2 INSTALLATION

A. Upgrade the existing Lightning Protection System as required to obtain a UL Master Label.

B. The roofing contractor shall furnish and supply all waterproofing for the through-roof conduits or connections, in addition to all slip sheets, adhesives, etc., as may be required by the roof manufacturer.

C. Closeout Submittals: see Section 01700 - Contract Closeout Submittals.

END OF SECTION

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