

City of Green Bay Wisconsin



CONTRACT DOCUMENTS

BIDDER'S PROPOSAL

for

PUBLIC WORKS CONSTRUCTION

"CITY HALL 1-23 REROOFING"

NOTE TO BIDDERS

ANY DESIGN QUESTIONS PERTAINING TO THIS PROJECT SHALL BE
DIRECTED TO:

DEPARTMENT OF PUBLIC WORKS
100 N. JEFFERSON STREET
GREEN BAY, WI 54301
(920) 448-3100

Only the Bidder's Proposal Pages, Bid Bond or Certified Check, and any
Addenda issued shall be submitted.

CONTRACTOR: _____

CONTRACT AWARDED ON: _____, _____

I HEREBY APPROVE OF THE LEGAL FORM OF THE CONTRACTS AND BONDS HEREIN.

CITY ATTORNEY

DATE

I HEREBY CERTIFY THAT THE NECESSARY FUNDS HAVE BEEN ALLOCATED TO PAY FOR THE WORK IDENTIFIED IN THE CONTRACTS HEREIN.

CITY COMPTROLLER

DATE

I HEREBY CERTIFY THAT THE REQUISITE PROOF OF INSURANCE FOR THE WORK DESCRIBED IN THE CONTRACTS HEREIN HAS BEEN PROVIDED.

RISK MANAGEMENT DIVISION

DATE

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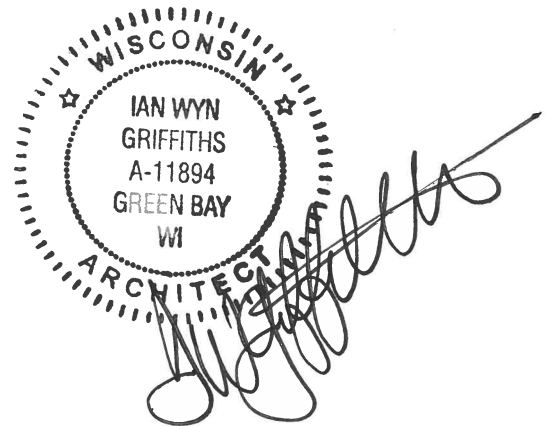
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SECTION 00 11 00

NOTICE TO CONTRACTORS

Contract: City Hall 1-23 Reroofing
City of Green Bay, Wisconsin

Sealed proposals will be received in the Office of the City Clerk/Treasurer of the City of Green Bay, Room 106, City Hall, 100 North Jefferson Street, Green Bay, Wisconsin, 54301 until 2:00 p.m. on April 18, 2023 at which time they will be opened in Room 310, City Hall, for Public Works Improvement Contract:

City Hall 1-23 Reroofing

in accordance with the contract documents, all of which are on file in the City Clerk's/Treasurer's Office and the Director of Public Works Office in the Green Bay City Hall.

In general, the Project involves reroofing City Hall. Project includes complete tear-off of existing roof and installation of a new, fully adhered EPDM roof.

A pre-bid meeting will be held at City Hall located at 100 N. Jefferson Street at 2:00 p.m. on April 6, 2023.

Bids will be received for one contract which includes all Work necessary and/or required to complete the project per the Contract Documents.

All work required in this contract shall be completed by September 29, 2023.

The Contract Documents, including plans and specifications, may be examined electronically and downloaded at www.demandstar.com or <http://vendornet.state.wi.us/vendornet>.

The work shall be let in accordance with the following Sections of the Wisconsin Statutes.

1. Section 62.15 regarding public works construction.
2. Section 779.15 regarding lien on contractors
3. Section 66.0901(2) regarding proof of responsibility.

All bidders shall provide proof of responsibility on the form furnished by the Director of Public Works and it shall be filed with the Director of Public Works not less than five (5) days prior to the time set for opening of bids. Said proof of responsibility shall not be valid if filed prior to one year of the date of opening bids.

In accordance with Section 9.16 of the City of Green Bay Code of Ordinances, any corporation, firm, or individual violating Chapter 133.01 of the Wisconsin Statutes, or any subsequent amendment thereof, shall upon conviction thereof be thereby disqualified as a bidder on any City of Green Bay project for a period of three (3) years from the date of such conviction; however, nothing herein shall be interpreted to preclude such corporation, firm, or individual from completing any and all contracts he/she may already have with the City at the time of such conviction, nor shall this ordinance be applied retroactively to convictions occurring prior

to the adoption and publication of this ordinance. This prohibition applies with like force to officers of convicted corporations, firms, or individuals who thereafter have business interest in new corporations or business enterprises of whatever kind or description.

Sealed bids shall be delivered or addressed to the City Clerk/Treasurer, Room 106, City Hall, 100 North Jefferson Street, Green Bay, Wisconsin, 54301.

The City of Green Bay, Wisconsin reserves the right to reject any or all bids and to waive any informalities in bidding.

No bids shall be withdrawn after the opening of bids without the consent of the City of Green Bay, Wisconsin for a period of sixty (60) days after the scheduled time for closing bids.

All proposals must be submitted on the Bidder's Proposal provided for that purpose and issued to the specific bidder by the Director of Public Works together with a certified check or a bid bond equal to at least five (5) but not more than ten (10) percent of the bid payable to the City of Green Bay as a guarantee that if his/her bid is accepted, he/she will execute and file the contract and a performance bond in the amount of one hundred percent (100%) of the total bid within ten (10) days after the award of the contract. Only the Proposal Pages, Bid Bond or Certified Check, Affidavit of Compliance, Disclosure of Ownership, and any Addenda issued shall be submitted.

In case the successful bidder shall fail to execute such contract and performance bond, the amount of the check or bid bond shall be forfeited to the City as liquidated damages.

Published by the authority of the Improvement & Services Committee of the Common Council of the City of Green Bay, Wisconsin.

Advertised: March 24, 2023
March 31, 2023
April 7, 2023

By: Mark Steuer, Chairperson

SECTION 00 21 00

INSTRUCTIONS TO BIDDERS

1. SUBMISSION OF BIDS

- A. Proposals must be placed in a sealed envelope addressed to the City Clerk/Treasurer, Room 106, City Hall, 100 North Jefferson Street, Green Bay, Wisconsin, 54301 and marked "City Hall 1-23 Reroofing".
- B. The legal business name of the contractor submitting the proposal shall also appear on the outside of the sealed envelope.
- C. Bidders are to submit their proposal on the Bidder's Proposal form provided. Only the Bidder's Proposal Pages, Bid Bond or Certified Check, Affidavit of Compliance, Disclosure of Ownership, and any Addenda issued shall be submitted.

2. PROOF OF RESPONSIBILITY

- A. Each bidder shall demonstrate qualifications to the satisfaction of the Improvement and Services Committee. All bidders shall provide proof of responsibility on the form furnished by the Director of Public Works, and it shall be on file with the Director of Public Works not less than five (5) calendar days prior to the date and time set for opening of bids. Said proof shall include written evidence that bidder maintains a permanent place of business, has adequate labor and equipment to perform the work properly and expeditiously, has adequate financial capability, has adequate experience, and has authority to conduct business in the State of Wisconsin.

- 1. Forms are located on City's website: <https://greenbaywi.gov/796/Engineering>.

3. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- A. Before submitting a bid, each bidder shall:

- 1. Examine the Contract Documents thoroughly, including work required by other trades;
- 2. Visit the site to become familiar with local conditions that may in any manner affect cost, progress, and performance of furnishing the work
- 3. Become familiar with federal, state, and local laws, ordinances, rules and regulations that may in any manner affect cost, progress, and performance of furnishing the work; and

4. At bidder's own expense, make such surveys and investigations as may be deemed necessary to determine a bid price for performance of the work within the terms of the Contract Documents. (NOTE: Bidder shall obtain property owner's permission, as necessary, prior to commencement of any such activity).

B. Bidder shall promptly notify Engineer, at least five (5) calendar days prior to bid opening, of any conflicts, errors, ambiguities, or discrepancies which bidder has discovered in or between the Contract Documents and such other related documents.

4. INTERPRETATION OF CONTRACT DOCUMENTS

A. All questions about the meanings or intent of the Contract Documents shall be submitted to the Owner in writing. Replies will be issued by addendum posted on www.demandstar.com and <http://vendornet.state.wi.us/vendornet>. Only questions answered by formal written addendum shall be binding. Oral and other interpretations or clarifications shall be without legal effect.

B. In order to guarantee a response, questions shall be submitted no later than four (4) calendar days prior to the bid opening date. Engineer shall attempt to address questions up to twenty-four (24) hours prior to the bid opening but shall not guarantee such a response. No questions submitted less than twenty-four (24) hours prior to the bid opening shall be addressed.

5. SUBSTITUTION OF MATERIALS

A. Certain materials are specified by manufacturer in order to establish standards of quality, not to limit competition. Where an item of material is specified to be a certain manufacturer's make, then the Bidder's Proposal shall include such material as specified unless approved otherwise.

B. Up to seven (7) days prior to the bid date, a bidder or manufacturer may request approval in writing of an item of material by submitting adequate product data to the Engineer for evaluation. Included with the product data shall be a list of five (5) or more similar projects where the product has been used under similar conditions. The list of projects shall include their location and the name and phone number of the owner's representative. The substitute product shall have been in place for a minimum of three (3) years at each location. Notice of approval shall be given only by an addendum issued by the Engineer. No verbal or other written approval will be given.

C. Within ten (10) days after award of Contract, the Contractor may submit alternate proposals for other kinds of material that they consider equal to those specified. These proposals for substitute products shall be submitted in writing to the Engineer for evaluation. There shall be included all pertinent product data and samples thereof as well as a listing of five (5) or more similar projects where the product has been used under similar conditions. The list of projects shall include their location and name and phone number of the owner's representative. The substitute product shall have been in place for a minimum of three (3) years at each location. Any cost differences shall be included with submittal. If the requested change is acceptable to the Engineer, then a change order will be prepared. If the requested change is not acceptable, the Contractor shall be obligated to furnish the item as specified.

6. ESTIMATE OF QUANTITIES

- A. An estimate of the quantity of work to be performed under the Contract is stipulated in the proposal. The quantities of work may be considered as approximate and for comparison of bids only. The City does not guarantee nor imply that the actual quantities involved in the work will correspond exactly therewith and shall not be liable for any misunderstanding as to the exact quantities, location, or conditions pertaining to the work. No adjustment in the contract unit prices will be made due to any variance between bid quantities and the actual measured quantities.

7. PERMITS AND LICENSES

- A. Bidder is responsible, unless otherwise noted in the Agreement, for determining the applicable permits, licenses, and other approvals and authorizations required by law for performance of work and shall include such costs in their Bidder's Proposal. No extra compensation shall be paid by the City to the successful bidder for failure to include these costs in its Bidder's Proposal.

8. DISCLOSURE OF OWNERSHIP

- A. Each bidder submitting a bid shall execute the Disclosure of Ownership Form DWD-ERD-7777 (R. 01/2011), if applicable.
- B. Any bidder disclosing information hereunder is aware of and agrees to be bound by Chapter DWD 294, Wisconsin Administrative Code.

9. SUBSTANCE ABUSE PREVENTION AFFIDAVIT

- A. Each bidder submitting a bid on Contract shall execute the Affidavit of Compliance with Section 103.503, Wisconsin Statutes, regarding substance abuse prevention on public works contracts.

10. SUBCONTRACTORS

- A. Section 66.0901 (7), Wis. Statutes, provides that a bidder, as part of the proposal, shall submit a list of Subcontractors proposed to be used on the contract with and the class of work to be performed by, provided that to qualify for such listing each Subcontractor must first submit their bid in writing to the General Contractor at least 48 hours prior to the time of the bid closing. It further provides that a proposal of a bidder shall not be invalid if any subcontractor, and the class of work to be performed by such subcontractor, has been omitted from the proposal.
- B. No subcontract, whether listed or later proposed, may be entered into without the written consent of the Engineer.
- C. The Contractor shall not sublet over fifty (50) percent of the total contract amount without written consent of the Owner.

11. TIME OF COMPLETION

- A. Time of completion of each part of the work under the Contract will be specified in the Contract Documents as a specific number of work days, calendar days including Sundays and Holidays, or a given calendar day on or before which the work shall be completed, as well as a fixed and agreed amount of liquidated damages due the City from the Contractor for failure to complete the work in the specified time. It is agreed and understood that the completion of the work within the time as specified is an integral part of the Contract. The starting date of the Contract will be the date the Contractor begins work on that particular part of the Contract, but in no event will it be later than the date the Engineer requests the Contractor to begin work on that particular part of the Contract by written notification.
- B. Work shall be prosecuted effectively and diligently to completion. Once work on the Contract has commenced, the Contractor shall proceed continuously to completion. Failure to begin operations, or failure to diligently prosecute the work, may be considered as a breach of Contract and render the Contractor liable to action under the Contract, or the revocation or suspension of the Contractor's privilege to bid additional work, or both. Failure to proceed continuously in prosecution of the work, may also result in the denial to authorize work during weekends or holidays.
- C. In the event that the Contractor is successful in being awarded more than one part of a Contract, or multiple City contracts, the work shall be performed on each part or Contract concurrently and continuously in order that the completion dates are met. Prior to being awarded two or more parts or Contracts, the Contractor shall submit to the Engineer, in writing, a work schedule and evidence that the Contractor has adequate labor and equipment to meet the completion dates of all Contract parts.
- D. Contract time will not be charged during periods of complete suspension of operations, when approved by the City in conjunction with an order by the Engineer suspending operations.
- E. Contract time may be extended in an amount as is mutually agreed upon by the Engineer and the Contractor, on the basis of contract change orders involving alterations in the Contract affecting the prosecution of work, or involving extra or additional work, when such alterations are necessary for the purpose or convenience of the City when such extra additional work is of such character or is ordered to be done at such a time that the amount of time reasonably necessary to perform such work is disproportionate to the contract specific originally set up in the proposal. Any agreement for extended time on this account shall be arrived at concurrently with and as a part of the consideration for the specific alteration or extra or additional work covered by that order.
- F. Permitting the Contractor to continue working after the expiration of the time fixed for its completion or after the date of time extension shall in no way act as a waiver on the part of the City for any of its rights under the Contract.

- G. Should the Contractor fail to complete any part of the work as specified in the Contract, or within such extra time as may have been allowed by contract time extensions, there shall be deducted from any monies due or that may become due the Contractor, or in the event no monies are due, the Contractor shall pay to the City, a sum of money as stipulated in the Contract for each and every work day or calendar day as specified by the Contract that the work shall remain uncompleted. This sum shall be considered and treated not as a penalty but as a fixed, agreed, and liquidated damages due the City from the Contractor by reason of inconvenience to the public, added cost of engineering and supervision and other items which have caused an expenditure of public funds resulting from failure to complete the work within the time specified in the Contract.
 - H. Five Hundred Dollars (\$500.00) per calendar day shall be charged as liquidated damages for failure to complete the work within the time frame specified. No time extensions will be given due to delays by other contractors.
 - I. If the Contractor does not complete the work within the contract time or within the extra time allowed under Engineer-granted time extensions, the Owners will assess liquidated damages. The Owner will deduct a specified sum from payments due the Contractor for every calendar day that the work remains incomplete.
 - J. This deducted sum is not a penalty but is a fixed, agreed, liquidated damage due the Owner from the Contractor by reason of inconvenience to the public, the added cost of engineering and supervision, and the other items that have caused an expenditure of public funds resulting from the Contractor's failure to complete the work within the contract time.
 - K. Unless modified elsewhere in the Contract Documents, the Owner will assess liquidated damages.
 - L. If the Owner allows the Contractor to continue to finish the work or any part of it after the contract time expires, the Owner waives no rights under the Contract.
12. BID DEPOSIT
- A. No bid shall be considered unless accompanied by a bid deposit of the character and amount described in the Notice to Contractors.
 - B. The City will return the bid deposit of unsuccessful bidders following the award of the Contract by the Common Council. The bid deposit for the successful bidder will be returned following the execution of the Contract and submittal of required Performance and Payment Bond within ten (10) calendar days after the award of the Contract.

13. REQUIREMENTS FOR SIGNING PROPOSALS

- A. Proposals that are not signed by individuals making them should have attached thereto a power of attorney evidencing authority to sign the proposal in the name of the person to whom it is signed.
- B. Proposals that are signed for a partnership should be signed by all of the partners or by an attorney-in-fact. If signed by an attorney-in-fact, there should be attached to the proposal a power of attorney evidencing authority to sign the proposal executed by the partners.
- C. Proposals that are signed for a corporation should have the correct corporate name thereof and the signature of the president or other authorized officer of the corporation, manually written in the signature block. If such a proposal is manually signed by an officer other than the president of the corporation, a certified copy of a resolution of the Board of Directors evidencing the authority of such official to sign the proposal should be attached to it. Such proposal should also bear the attesting signature of the secretary of the corporation and the impression of the corporate seal.

14. WITHDRAWAL OF BIDS

- A. All proposals filed with the City will be kept secure and unopened and will not be allowed to pass out of the custody of a representative for the City, except on written request of the bidder or the bidder's authorized representative made prior to the time set for receipt of proposals, and if such withdrawal is made, such prospective bidder shall not be entitled to bid on the Contract at hand unless the same is re-advertised and proposals are again requested upon such advertisement.
- B. No bid shall be withdrawn after the opening of the bids without the consent of the City for a period of sixty (60) days after the bid opening.

15. OPENING OF BIDS

- A. Bids will be publicly opened on the date, time and place as indicated in the Notice to Contractors.

16. AWARD OF CONTRACT

- A. The Contract will be awarded to the responsible bidder submitting the lowest acceptable base bid plus any accepted alternates. The City reserves the right to reject the bid of any bidder who, in the opinion of the Improvement & Services Committee, is incompetent or otherwise unreliable for the performance of the work bid. The City further reserves the right to reject any and all proposals, to waive technicalities, to re-advertise for bids, or to proceed to do the work otherwise if, in the judgment of the Improvement and Services Committee, the best interest of the City will be served thereby.

17. BIDS TO REMAIN OPEN

- A. All bids shall remain open for sixty (60) calendar days after the date of the bid opening unless otherwise noted in the Notice to Contractor.

18. WHEN AWARD EFFECTUAL

- A. The Contract shall be deemed as having been awarded when a written notice of award has been duly served to the successful bidder by an officer or agent of the City duly authorized to give such notice.

19. INSTRUCTIONS FOR SIGNING CONTRACT

- A. If the Contract is signed by the secretary of the corporation, the certificate as to Corporate Principal should be executed by some other officer of the corporation, under the corporate seal. In lieu of aforementioned certificate, there may be attached to the Contract copies of such records of the corporation as will show the official character and authority of the officers signing, duly certified by the secretary or assistant secretary under the corporate seal to be true copies.
- B. The full name and business address of the Contractor should be inserted and the Contract should be signed with his/her official signature. The name of the signing party or parties shall be typewritten or printed under all signatures to the Contract. Contracts that are signed for a partnership should be signed by all of the partners or by an attorney-in-fact. If signed by an attorney-in-fact, there should be attached to the Contract a power of attorney evidencing authority to sign the Contract executed by the partners.
- C. If the Contractor is an individual, the trade name (if the Contractor is operating under a trade name) should be indicated in the Contract and such individual should sign the Contract. Contracts that are not signed by individuals making them should have attached thereto a power of attorney evidencing authority to sign the Contract in the name of the person to whom it is signed.

20. PERFORMANCE AND PAYMENT BOND

- A. The Contractor shall file with the City, within ten (10) calendar days after the written Notice of Award, a Payment and Performance Bond on the prescribed form in the full amount of the contract price as security for the payment of all persons supplying labor, services, and materials for the execution of the work and the faithful performance of the Contract. The bond shall remain in effect for a period of one year after the date of final acceptance of the work by the City. The surety furnishing this bond shall have a sound financial standing, a record of service satisfactory to the City, and shall be authorized to do business in the State of Wisconsin.

1. Prescriptive Forms

- a. AIA Document A312-2010 Performance Bond
- b. AIA Document A312-2010 Payment Bond
- c. AIA Document A312-2010 Bid Bond

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BIDDER'S PROPOSAL

PUBLIC WORKS IMPROVEMENTS CONTRACT:
City of Green Bay, Wisconsin

City Hall 1-23 Reroofing

TO THE:
Improvement and Services Committee
City of Green Bay, Wisconsin

The undersigned Bidder, having carefully examined in detail all contract documents, drawings, and specifications for this contract, "City Hall 1-23 Reroofing", which are on file in the office of the City Clerk/Treasurer at the City Hall, 100 North Jefferson Street, Green Bay, Wisconsin, and fully understanding the local conditions affecting the cost of the work, hereby proposes to furnish all labor, materials, tools, and equipment to perform the work stipulated in, required by, and in accordance with the proposed contract documents referred to therein (as altered, amended, or modified by addenda) and for and in consideration of the following prices.

Item No.	Description	Est. Qty.	Unit	Unit Price	Total
1.00	Base Bid – Penthouse Roof	1	LS		\$
Total of "Base Bid":					\$
2.00	Alternate Bid #1 – Main Roof	1	LS		\$
Total of "Base Bid + Alternate Bid #1":					\$

Bidder has executed the Disclosure of Ownership Form DWD-ERD-7777 (R.01/2011)

Yes Not Applicable

Bidder proposes to employ the following subcontractors for the stated categories of work within the contract:

CATEGORY OF WORK	SUBCONTRACTOR

Accompanying this proposal is a certified check or Bid Bond in the amount of _____
_____ (\$ _____)

as required in the Notice to Contractors.

The undersigned Bidder agrees to furnish the required performance and payment bonds and to execute the Contract within ten (10) days after the award of the contract and agrees to complete all work covered by the foregoing proposal in accordance with the Contract Documents.

I hereby certify that all statements herein are made on behalf of

(Name of corporation, partnership, or person submitting bid)

a corporation organized and existing under the laws of the State of _____;

a partnership consisting of _____;

an individual trading as _____

of the City of _____, State of _____;

Federal Tax Identification Number _____
and, that:

- (1) I am fully informed in respect to the preparation and content of the attached Bid, and of all pertinent circumstances respecting such Bid;
- (2) Such Bid is genuine and is not collusive or a sham bid;
- (3) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm or persons, to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted, or to refrain from bidding in connection with such Contract; or has in any manner directly or indirectly, sought by agreement, collusion, communication, or conference with any other Bidder, firm, or person, to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the bid price, or the bid price of any other Bidder, or to secure through any collusion conspiracy, connivance, or unlawful agreement, any advantage against the City of Green Bay, Wisconsin, or any person interested in the proposed Contract; and
- (4) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder, or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature _____

(Title, if any)

Sworn and subscribed to before me this _____ day of _____, 20__.

Notary or Other Officer Authorized to Administer Oaths.

My Commission Expires _____

(Bidders should not add any conditions or qualifying statements to this proposal as otherwise the proposal may be declared irregular as being not responsive to the notice.)

Disclosure of Ownership

The statutory authority for the use of this form is prescribed in Sections 66.0903(12)(d), 66.0904(10)(d) and 103.49(7)(d), Wisconsin Statutes.

The use of this form is mandatory. The penalty for failing to complete this form is prescribed in Section 103.005(12), Wisconsin Statutes.

Personal information you provide may be used for secondary purposes [Privacy Law, s. 15.04(1) (m), Wisconsin Statutes].

- (1) On the date a contractor submits a bid to or completes negotiations with a state agency, local governmental unit, or developer, investor or owner on a project subject to Section 66.0903, 66.0904 or 103.49, Wisconsin Statutes, the contractor shall disclose to such state agency, local governmental unit, or developer, investor or owner, the name of any "other construction business," which the contractor, or a shareholder, officer or partner of the contractor, owns or has owned within the preceding three (3) years.
- (2) The term "other construction business" means any business engaged in the erection, construction, remodeling, repairing, demolition, altering or painting and decorating of buildings, structures or facilities. It also means any business engaged in supplying mineral aggregate, or hauling excavated material or spoil as provided by Sections 66.0903(3), 66.0904(2), 103.49(2) and 103.50(2), Wisconsin Statutes.
- (3) This form must **ONLY** be filed, with the state agency project owner, local governmental unit project owner, or developer, investor or owner of a publicly funded private construction project that will be awarding the contract, if **both (A) and (B) are met.**
 - (A) The contractor, or a shareholder, officer or partner of the contractor:
 - (1) Owns at least a 25% interest in the "other construction business," indicated below, on the date the contractor submits a bid or completes negotiations; or
 - (2) Has owned at least a 25% interest in the "other construction business" at any time within the preceding three (3) years.
 - (B) The Wisconsin Department of Workforce Development (DWD) has determined that the "other construction business" has failed to pay the prevailing wage rate or time and one-half the required hourly basic rate of pay, for hours worked in excess of the prevailing hours of labor, to any employee at any time within the preceding three (3) years.

Other Construction Business

Business Name			
Street Address or P O Box	City	State	Zip Code
Business Name			
Street Address or P O Box	City	State	Zip Code
Business Name			
Street Address or P O Box	City	State	Zip Code
Business Name			
Street Address or P O Box	City	State	Zip Code

I hereby state under penalty of perjury that the information, contained in this document, is true and accurate according to my knowledge and belief.

Print the Name of Authorized Officer			
Authorized Officer Signature	Date Signed		
Corporation, Partnership or Sole Proprietorship Name			
Street Address or P O Box	City	State	Zip Code

If you have any questions, call (608) 266-6861.

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**AFFIDAVIT OF COMPLIANCE
WITH SECTION 103.503, WIS. STATUTES,
REGARDING SUBSTANCE ABUSE
PREVENTION ON PUBLIC WORKS CONTRACTS**

State of Wisconsin)
)ss.
County of _____)

_____, being first duly sworn, on oath, deposes and states that:

1. I am an officer or partner or individual of the contractor, who is authorized to make this affidavit on behalf thereof.
2. I am the contractor responsible for submitting a bid to the City of Green Bay.
3. I understand that I must comply with Section 103.503, Wisconsin Statutes, "Substance Abuse Prevention on Public Works Contracts."
4. I certify that I and the subcontractors that I intend to use have written substance abuse prevention programs in effect during the time of any contract agreement.
5. To the best of my knowledge, I comply with all of the provisions of Section 103.503, Wisconsin Statutes, "Substance Abuse Prevention on Public Works Contracts."
6. I understand that if I am found non-compliant with Section 103.503, Wisconsin Statutes, the City of Green Bay, in its sole discretion, may remove my company from the list of pre-qualified contractors or decline the award of a bid.

Signature

Print Name

Title

Name of Corporation, Partnership or Sole Proprietorship

Subscribed and sworn to before me
this _____ day of _____, 20__.

Notary Public, State of Wisconsin
My Commission _____

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SECTION 00 31 26

EXISTING ASBESTOS INFORMATION

PART 1 GENERAL

1.01 SUMMARY

- A. The following Asbestos Inspection Report is attached:
 - 1. Asbestos Material Sampling
100 N. Jefferson Street
Green Bay, WI 54301.
- B. All reports were commissioned by the City.
- C. All reports were prepared by:
 - 1. NorthStar Environmental Testing LLC

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

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Corporate Office:
1006 Western Avenue
Mosinee, WI 54455
Tel: 715.693.6112
info@NorthStarTesting.com

Fox Cities Branch:
1835 E. Edgewood Drive
Suite 10542
Appleton, WI 54913
Tel: 920.422.4888

Madison Branch:
1310 Mendota Street
Suite 121
Madison, WI 53714
Tel: 608.827.6761

Sheboygan Branch:
2109 Erie Avenue
Suite 103
Sheboygan, WI 53081
Tel: 920.422.4888

Asbestos • Lead Paint • Mold • Indoor Air Quality • Industrial Hygiene

December 7, 2021

The City of Green Bay
100 N. Jefferson Street, Room 300
Green Bay, WI 54301

Project:	Asbestos Material Sampling
Site:	100 N. Jefferson Street Green Bay, WI 54301
Work Area:	Roof
Site Date:	December 1, 2021
NorthStar No:	210-1330

NorthStar Environmental Testing, LLC (NorthStar) was authorized by The City of Green Bay to perform bulk sample collection and analysis for the presence of asbestos within the following material samples:

Sample ID	Bldg. Level	Material Location	Material Sample	Description	Asbestos Content
1330-1	Roof	Roof: North	Field Core (Layer 1)	Black	None Detected
1330-1A	Roof	Roof: North	Field Core (Layer 2)	Black	None Detected
1330-1B	Roof	Roof: North	Field Core (Layer 3)	Brown	None Detected
1330-2	Roof	Roof: North	Flashing Core (Layer 1)	Black	None Detected
1330-2A	Roof	Roof: North	Flashing Core (Layer 2)	Black	5% Chrysotile
1330-2B	Roof	Roof: North	Flashing Core (Layer 3)	Brown	None Detected
1330-3	Roof	Roof: Center	Field Core (Layer 1)	Black	None Detected
1330-3A	Roof	Roof: Center	Field Core (Layer 2)	Black	None Detected
1330-3B	Roof	Roof: Center	Field Core (Layer 3)	Black	None Detected
1330-3C	Roof	Roof: Center	Field Core (Layer 1)	Brown	None Detected
1330-4	Roof	Roof: Center	Flashing Core (Layer 1)	Black	None Detected
1330-4A	Roof	Roof: Center	Flashing Core (Layer 2)	Black	None Detected
1330-4B	Roof	Roof: Center	Flashing Core (Layer 3)	Black	5% Chrysotile
1330-4C	Roof	Roof: Center	Flashing Core (Layer 4)	Brown	None Detected
1330-5	Roof	Roof: Penthouse	Field Core (Layer 1)	Black	None Detected
1330-5A	Roof	Roof: Penthouse	Field Core (Layer 2)	Black	None Detected

Sample ID	Bldg. Level	Material Location	Material Sample	Description	Asbestos Content
1330-5B	Roof	Roof: Penthouse	Field Core (Layer 3)	Brown	None Detected
1330-6	Roof	Roof: Penthouse	Flashing Core (Layer 1)	Black	None Detected
1330-6A	Roof	Roof: Penthouse	Flashing Core (Layer 2)	Black	None Detected
1330-6B	Roof	Roof: Penthouse	Flashing Core (Layer 3)	Black	5% Chrysotile
1330-6C	Roof	Roof: Penthouse	Flashing Core (Layer 4)	Brown	None Detected

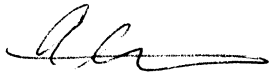
Samples with a confirmed analysis of greater than one percent (>1%) are to be considered an asbestos containing material (ACM) and require special handling and disposal measures. Materials with an analysis of 1% or less may still result in an occupational exposure regulated by OSHA.

Laboratory:	Eurofins CEI, Inc. NVLAP# 101768-0		
Analysis Date:	December 7, 2021		
Collected By:	James Gower (All – 268367)	Date:	December 1, 2021

Bulk sample analysis by polarized light microscopy with dispersion staining; USEPA method: EPA 600/M4-82/475 & EPA 600/R-93/116 (where applicable); Reported percentages are visually estimated by volume. Unless otherwise requested by client, each material or layer of a non-homogeneous sample is analyzed separately with reported percentages based on total sample. This report is not to be used to claim of product endorsement by NVLAP or any other U.S. Government agency.

Submitted By,

NorthStar Environmental Testing, LLC.



Aaron Stroud
Operations Manager



James Gower
Project Technician

SECTION 00 52 00

AGREEMENT FORM

PART 1 GENERAL

1.01 SUMMARY

- A. The successful bidder will be required to enter into an agreement with the Owner incorporating the attached AIA Document A105-2017, Standard Short Form of Agreement Between Owner and Contractor.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

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AIA[®] Document A105[™] – 2017

Standard Short Form of Agreement Between Owner and Contractor

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

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

CITY OF GREEN BAY
100 North Jefferson Street
Room 106
Green Bay, Wisconsin 54301

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

for the following Project:
(Name, location and detailed description)

CITY HALL 1-23 REROOFING
100 North Jefferson Street
Green Bay, Wisconsin 54301

The Architect:
(Name, legal status, address and other information)

BERNERS-SCHOBER ASSOCIATES, INC.
310 Pine Street
Green Bay, Wisconsin 54301

The Owner and Contractor agree as follows.

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

TABLE OF ARTICLES

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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

- .1 this Agreement signed by the Owner and Contractor;
- .2 the drawings and specifications prepared by the Architect, dated , and enumerated as follows:

Drawings:

Number	Title	Date
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Specifications:

Section	Title	Pages
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- .3 addenda prepared by the Architect as follows:

Number	Date	Pages
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- .4 written orders for changes in the Work, pursuant to Article 10, issued after execution of this Agreement; and
- .5 other documents, if any, identified as follows:

Exhibit A – Insurance
AIA Document A312 Performance Bond
AIA Document A312 Payment Bond

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The Contract Time is the number of calendar days available to the Contractor to substantially complete the Work.

§ 2.2 Date of Commencement:

Unless otherwise set forth below, the date of commencement shall be the date of this Agreement.
(Insert the date of commencement if other than the date of this Agreement.)

Within 10 days of the Notice to Proceed.

§ 2.3 Substantial Completion:

Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion, as defined in Section 12.5, of the entire Work:
(Check the appropriate box and complete the necessary information.)

Not later than () calendar days from the date of commencement.

By the following date: September 29, 2023

ARTICLE 3 CONTRACT SUM

§ 3.1 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work. Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

(\$)

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work:
(Itemize the Contract Sum among the major portions of the Work.)

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

(Identify the accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 3.4 Allowances, if any, included in the Contract Sum are as follows:
(Identify each allowance.)

Item	Price
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§ 3.5 Unit prices, if any, are as follows:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item

Units and Limitations

Price per Unit (\$0.00)

ARTICLE 4 PAYMENTS

§ 4.1 Based on Contractor’s Applications for Payment certified by the Architect, the Owner shall pay the Contractor, in accordance with Article 12, as follows:

(Insert below timing for payments and provisions for withholding retainage, if any.)

N/A

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.

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

N/A %

ARTICLE 5 INSURANCE

§ 5.1 The Contractor shall maintain the following types and limits of insurance until the expiration of the period for correction of Work as set forth in Section 14.2, subject to the terms and conditions set forth in ~~this Section 5.1~~ the enclosed Exhibit A.

~~§ 5.1.1 Commercial General Liability insurance for the Project, written on an occurrence form, with policy limits of not less than (\$) each occurrence, (\$) general aggregate, and (\$) aggregate for products-completed operations hazard.~~

~~§ 5.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than (\$) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.~~

~~§ 5.1.3 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 5.1.1 and 5.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require exhaustion of the underlying limits only through the actual payment by the underlying insurers.~~

~~§ 5.1.4 Workers’ Compensation at statutory limits.~~

~~§ 5.1.5 Employers’ Liability with policy limits not less than (\$) each accident, (\$) each employee, and (\$) policy limit.~~

~~§ 5.1.6 The Contractor shall provide builder’s risk insurance to cover the total value of the entire Project on a replacement cost basis.~~

~~§ 5.1.7 Other Insurance Provided by the Contractor~~

~~*(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)*~~

Coverage

Limits

§ 5.2 The Owner shall be responsible for purchasing and maintaining the Owner’s usual liability insurance and shall provide property insurance to cover the value of the Owner’s property. The Contractor is entitled to receive an increase in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner’s property insurance.

§ 5.3 The Contractor shall obtain an endorsement to its Commercial General Liability insurance policy to provide coverage for the Contractor’s obligations under Section 8.12.

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§ 5.4 Prior to commencement of the Work, each party shall provide certificates of insurance showing their respective coverages.

§ 5.5 Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents, and employees, each of the other; and (2) the Architect, Architect's consultants, and any of their agents and employees, for damages caused by fire or other causes of loss to the extent those losses are covered by property insurance or other insurance applicable to the Project, except such rights as they have to the proceeds of such insurance.

ARTICLE 6 GENERAL PROVISIONS

§ 6.1 The Contract

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

§ 6.2 The Work

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment, and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations.

§ 6.3 Intent

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.

§ 6.4 Ownership and Use of Architect's Drawings, Specifications and Other Documents

Documents prepared by the Architect are instruments of the Architect's service for use solely with respect to this Project. The Architect shall retain all common law, statutory, and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Architect.

§ 6.5 Electronic Notice

Written notice under this Agreement may be given by one party to the other by email as set forth below.

(Insert requirements for delivering written notice by email such as name, title, and email address of the recipient, and whether and how the system will be required to generate a read receipt for the transmission.)

N/A

ARTICLE 7 OWNER

§ 7.1 Information and Services Required of the Owner

§ 7.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

§ 7.1.2 Except for permits and fees under Section 8.7.1 that are the responsibility of the Contractor, the Owner shall obtain and pay for other necessary approvals, easements, assessments, and charges.

§ 7.1.3 Prior to commencement of the Work, at the written request of the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence.

§ 7.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

§ 7.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Architect may withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the cost of correction, provided the actions of the Owner and amounts charged to the Contractor were approved by the Architect.

§ 7.4 Owner's Right to Perform Construction and to Award Separate Contracts

§ 7.4.1 The Owner reserves the right to perform 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.

§ 7.4.2 The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

ARTICLE 8 CONTRACTOR

§ 8.1 Review of Contract Documents and Field Conditions by Contractor

§ 8.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies, or omissions discovered to the Architect.

§ 8.2 Contractor's Construction Schedule

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work.

§ 8.3 Supervision and Construction Procedures

§ 8.3.1 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.

§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner, through the Architect, the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or Architect have made a timely and reasonable objection.

§ 8.4 Labor and Materials

§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

§ 8.4.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 8.5 Warranty

The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents. Any material or equipment warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 12.5.

§ 8.6 Taxes

The Contractor shall pay sales, consumer, use, and similar taxes that are legally required when the Contract is executed.

§ 8.7 Permits, Fees and Notices

§ 8.7.1 The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work. City to waive all municipal fees.

§ 8.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Architect in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules, and regulations.

§ 8.8 Submittals

The Contractor shall promptly review, approve in writing, and submit to the Architect shop drawings, product data, samples, and similar submittals required by the Contract Documents. Shop drawings, product data, samples, and similar submittals are not Contract Documents.

§ 8.9 Use of Site

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents, and the Owner.

§ 8.10 Cutting and Patching

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

§ 8.11 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste materials.

§ 8.12 Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the ~~Owner, Architect,~~ Architect's consultants, and agents and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

§ 8.12.1 Contractor hereby agrees to indemnify, defend and hold harmless the Owner, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of Contractor or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on Owner, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless the Owner, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable unless liability results from the sole negligence of the Owner, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

Contractor shall reimburse the Owner, its elected and appointed officials, officers, employees, agent or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

In the event that Contractor employs other persons, firms, corporations or entities (sub-contractor) as part of the work

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covered by this Agreement, it shall be Contractor's responsibility to require and confirm that each sub-contractor enters into an Indemnity Agreement in favor of the Owner, its elected and appointed officials, officers, employees, agents, representatives and volunteers, which is identical to this Indemnity Agreement. This indemnity provision shall survive the termination or expiration of this Agreement.

ARTICLE 9 ARCHITECT

§ 9.1 The Architect will provide administration of the Contract as described in the Contract Documents. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 9.2 The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

§ 9.3 The Architect will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

§ 9.4 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor.

§ 9.5 The Architect has authority to reject Work that does not conform to the Contract Documents.

§ 9.6 The Architect will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 9.7 On written request from either the Owner or Contractor, the Architect will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents.

§ 9.8 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from the Contract Documents, and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 9.9 The Architect's duties, responsibilities, and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

ARTICLE 10 CHANGES IN THE WORK

§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, and the Contract Sum and Contract Time shall be adjusted accordingly, in writing. If the Owner and Contractor cannot agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit.

§ 10.2 The Architect may authorize or order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such authorization or order shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall proceed with such minor changes promptly.

§ 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

ARTICLE 11 TIME

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.

§ 11.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the responsible party.

ARTICLE 12 PAYMENTS AND COMPLETION

§ 12.1 Contract Sum

The Contract Sum stated in this Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 12.2 Applications for Payment

§ 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for Work completed in accordance with the values stated in this Agreement. The Application shall be supported by data substantiating the Contractor's right to payment as the Owner or Architect may reasonably require, such as evidence of payments made to, and waivers of liens from, subcontractors and suppliers. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 12.2.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or other encumbrances adverse to the Owner's interests.

§ 12.3 Certificates for Payment

The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in part; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole. If certification or notification is not made within such seven day period, the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time and the Contract Sum shall be equitably adjusted due to the delay.

§ 12.4 Progress Payments

§ 12.4.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.

§ 12.4.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

§ 12.4.3 Neither the Owner nor the Architect shall have responsibility for payments to a subcontractor or supplier.

§ 12.4.4 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

§ 12.5 Substantial Completion

§ 12.5.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

§ 12.5.2 When the Contractor believes that the Work or designated portion thereof is substantially complete, it will notify the Architect and the Architect will make an inspection to determine whether the Work is substantially

complete. When the Architect determines that the Work is substantially complete, the Architect shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, establish the responsibilities of the Owner and Contractor, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 12.6 Final Completion and Final Payment

§ 12.6.1 Upon receipt of a final Application for Payment, the Architect will inspect the Work. When the Architect finds the Work acceptable and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment.

§ 12.6.2 Final payment shall not become due until the Contractor submits to the Architect releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests, or encumbrances arising out of the Contract.

§ 12.6.3 Acceptance of final payment by the Contractor, a subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees on the Work and other persons who may be affected thereby, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

ARTICLE 14 CORRECTION OF WORK

§ 14.1 The Contractor shall promptly correct Work rejected by the Architect as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing.

§ 14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

§ 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Assignment of Contract

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

§ 15.2 Tests and Inspections

§ 15.2.1 At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 15.2.2 If the Architect requires additional testing, the Contractor shall perform those tests.

§ 15.2.3 The Owner shall bear cost of tests, inspections, or approvals that do not become requirements until after the Contract is executed. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 15.3 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

ARTICLE 16 TERMINATION OF THE CONTRACT

§ 16.1 Termination by the Contractor

If the Work is stopped under Section 12.3 for a period of 14 days through no fault of the Contractor, the Contractor may, upon seven additional days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

§ 16.2 Termination by the Owner for Cause

§ 16.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 is otherwise guilty of substantial breach of a provision of the Contract Documents.

§ 16.2.2 When any of the above reasons exist, the Owner, after consultation with the Architect, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may

- .1 take possession of the site and of all materials thereon owned by the Contractor, and
- .2 finish the Work by whatever reasonable method the Owner may deem expedient.

§ 16.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

§ 16.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work ~~executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.~~

ARTICLE 17 OTHER TERMS AND CONDITIONS

(Insert any other terms or conditions below.)

§ 17.1 Force Majeure

Neither party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement if such delay or failure arises by any reason beyond its reasonable control, including any act of God or the common enemy or earthquakes, floods, fires, epidemics, riots, telecommunications delays, failure of electrical power, lightning, national emergency, war, action of court or public authority, terrorist act, military action, civil disturbance, internet outages, failures or delay in transportation or communications. The parties will promptly inform and consult with each other as to any of the above causes which in their judgment may or could be the cause of a delay in the performance of this Agreement.

§ 17.2 Waiver

The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provision hereof.

§ 17.3 Severability

If any provision of this Agreement or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement or the application of such provision, or portion thereof, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

§ 17.4 No Agency

Nothing in this Agreement is intended nor may be construed to create between City and the Contractor either an employer/employee, joint venture, landlord/tenant, or any other similar relationship. No agent, employee or representative of either Party shall be deemed to be an agent employee or representative of the other party. Neither party shall have the authority to act for on behalf of the other party to bind the other party without the express written approval of the other party.

§ 17.5 No Discrimination

During the term of this Agreement, the parties, and the employees, representatives, agents and or volunteers thereof, shall not discriminate against any person on the basis of actual or perceived sex, race, religion, creed, color, national origin, ancestry, age, disability, lawful source of income, marital status, familial status, sexual orientation, gender identity, gender expression, gender non-conformity, transgender status, past or present military service, or status as a victim of domestic abuse, sexual assault, or stalking.

This Agreement entered into as of the day and year first written above.

(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)

OWNER (Signature)

Eric Genrich Mayor

(Printed name and title)

OWNER (Signature)

Celestine Jeffreys City Clerk

(Printed name and title)

CONTRACTOR (Signature)

(Printed name and title)

LICENSE NO.:

JURISDICTION:

Insurance Requirements

General: All insurance is the responsibility of the Contractor. The Contractor and each separate Subcontractor shall purchase and maintain such insurance as will protect them, and indemnify and save harmless the City from any and all claims for General and Automobile Liability and Worker's Compensation/Employers' Liability, including claims for damages resulting in bodily injury, including but not limited to death, and property damage and arising out of or resulting from the Contractor's direct or indirect operations under this Contract, whether such operations be performed by their own work forces or by any Subcontractor or anyone directly or indirectly employed by any of them.

This insurance shall be written for not less than any limit of liability specified herein, or required by law, whichever is the greater, notwithstanding that the policy may have lower limits of liability applying elsewhere in the policy, and shall include contractual liability insurance as applicable to the Contractor's obligations.

The Contractor's and Subcontractor's insurance shall always be primary with respect to the City's responsibilities under this Contract. The City of Green Bay shall be named as additional insured on the types of insurance listed in this section, and shall be listed as the Certificate Holder on any Certificate of Insurance issued to the City as proof of coverage. Insurance policies must remain in an active status for the life of the project, and shall not be allowed to expire until a minimum of one year after final payment has been approved by City Council.

The Contractor's and Subcontractor's insurance shall contain a provision that provides 30 days written notice of cancellation or change to the City.

No insurance required under the Contract shall be carried with an insurer not authorized to do business in Wisconsin by the Wisconsin State Insurance Department. The City reserves the right to disapprove any insurance company.

Type of Insurance will vary per contract and at a minimum the following will be required:

A. General Liability:

1. Commercial General Occurrence policy, edition 2006 or 2010 including:

- a. Premises and Operations
- b. Products and Completed Operations
- c. Advertising and Personal Injury
- d. Explosion, Collapse and Underground Hazard coverage
- e. Contractual Insurance in writing under General Liability
- f. Broad Form Property Damage
- g. Coverage for Independent Contractors
- h. Care, Custody and Control coverages for City-owned materials at worksite
- i. Endorsement naming the City of Green Bay, its employees, agents and assigns as Additional Insureds as respects work performed by the Contractor/Subcontractor for the City/Owner.

2. Limits of Liability:

Bodily Injury/Property Damage Combined Single Limits:

Per Occurrence	\$1,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal Injury/Advertising Injury	\$1,000,000
Fire Damage Limit	\$ 50,000
Medical Payments Limit	\$ 5,000
General Aggregate	\$2,000,000

B. Automobile Liability:

1. Coverages must include the following extensions:

Comprehensive Forms

- a. All Owned Autos
- b. All Hired Autos
- c. All Non-Owned Autos
- d. Mobile Equipment
- e. Specialized Equipment
- f. Contractual Insurance
- g. Uninsured Motorists to Limit of Policy
- h. Additional Insured Endorsement naming City of Green Bay, its employees, agents and assigns.

2. Limits of Liability:

Combined Single Limit/Bodily Injury and Property Damage:

\$1,000,000 per person/accident

Uninsured Motorists:

\$25,000 per person
\$50,000 per accident

C. Worker's Compensation and Employers' Liability Insurance:

Limits of Liability

Workers' Compensation	\$1,000,000 per accident
	\$1,000,000 disease policy limit
	\$1,000,000 disease each employee
Employers' Liability	\$1,000,000

Waiver of Workers Compensation Subrogation - The workers' compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses paid under the terms of the policy that arises from the work performed by the named insured for or on behalf of the City of Green Bay.

D. Umbrella Liability

The Contractor shall provide \$2,000,000 cover for bodily injury, personal injury and property damage per occurrence in excess of coverage carried for Employer's Liability, Commercial General Liability, and Automobile Liability

E. Contractor's Pollution Liability (Occurrence Basis)

Minimum Limit of Liability \$1,000,000
Must include coverage for natural resources damage
Must include waiver of subrogation endorsement in favor of the City
Coverage must include transportation, loading and unloading.

SECTION 01 00 00

GENERAL REQUIREMENTS

1. LAYING OUT THE WORK
 - A. At start of work, Contractor shall establish permanent benchmarks. Contractor shall lay out the Work and be responsible for all lines, elevations, and measurements of building, utilities, and other work executed under the contract. Contractor must exercise proper precaution to verify figures shown on drawings before laying out work and will be held responsible for any error resulting from failure to exercise such precaution.
 - B. Before proceeding with any part of their work, each Trade shall lay it out, taking all levels and measurements necessary for its perfect and complete assembling, building and installing, and to ensure the perfect fitting of their work where it joins or connects with the work of other trades. Check carefully all dimensions before starting any work and report to the Owner's representative any discrepancies for correction.
 - C. Verify all grades, lines, levels, and dimensions and report any errors or inconsistencies to the Owner's representative before commencing work.
 - D. As the work progresses, the Contractor shall lay out on the floors the exact location of all partitions as a guide to all trades.
 - E. Each Contractor shall provide competent engineering services to execute the work in accordance with contract requirements and be responsible for the accuracy of the finished work.
2. SHOP DRAWINGS, PRODUCT DATA AND SAMPLES
 - A. The Contractor shall submit a digital or hard copy of the following General Submittals prior to or at the preconstruction conference:
 1. Contractor Contact and SDS Information
 2. Material Supplier Summary
 3. Request for Subcontractor Approval
 4. Construction Schedule
 5. Pre-construction Photos and Video
 6. Schedule of Values
 7. Copies of necessary Permits
 - B. Contractor shall submit shop drawings, product data, samples and other requested items (i.e. submittals) as required by the technical sections of the specification.
 1. Required submittals shall be submitted in digital format.

- C. Product Data: For each type of product indicated. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for each manufactured product and accessory.
 - 1. Identification of material, thickness, weight, and finish for each item and location in Project.

- D. Contractor's Review of Submittals
 - 1. Prior to transmitting submittals, Contractor shall review and approve submittal and affix Contractor's review stamp and signature to submittal. The Contractor's review stamp shall contain a statement that Contractor has checked the information in the submittal with the requirements of the Contract Documents and has verified all field conditions, measurements, and materials related thereto, and certifies that the submittal conforms to the requirements of the Contract Documents.
 - 2. Submittals received by the City without the Contractor's review stamp and signature will be returned without action.

- E. The Contractor shall keep one (1) approved set of shop drawings, product data and other requested items at the job site at all times.

- F. Reprocessing of Submittals: The Architect's shop drawing review responsibilities include only two reviews for any shop drawing submittal. This will include the initial review and review of one resubmittal. Any architectural and/or engineering shop drawing review time beyond these two reviews will be charged to and must be paid by the Contractor. Billing rates will be the Architect's and/or Engineer's standard hourly rate for all hours associated with the processing and review of said shop drawing submission.

- G. Fire Rated Assemblies/Systems:
 - 1. Contractor submittals for fire rated systems or assemblies shall provide documentation confirming compatibility of all submittal materials of the proposed assembly or system.

3. CONSTRUCTION DOCUMENTS

- A. Contractor will be responsible to distribute documents to all subcontractors, sub-subcontractors, and material or equipment suppliers as required.

4. SPACE PREFERENCE FOR MECHANICAL AND ELECTRICAL EQUIPMENT

- A. Each Trade shall carefully check and coordinate the location and level of all service lines. Run preliminary levels and check with all other trades so that conflict in location may be avoided.

5. PROGRESS PAYMENTS

A. To request payment, Contractor shall submit four copies of AIA Form G702 Application and Certificate for Payment and Form G-703 Continuation Sheet. The forms shall be signed by Contractor and shall be notarized.

1. Applications for payment may be submitted monthly.
2. Owner will make progress payments to Contractor in accordance with the Conditions of the Contract.

B. Prior to submitting the first request for partial payment, Contractor shall submit the following.

1. Provide a cost breakdown showing the value of the various items of work. The cost breakdown shall follow, at a minimum, the sectional breakdown of the Project Manual. After approval, the cost breakdown will be used as the basis of partial payments.
2. Provide a Submittal Checklist indicating all project specific submittals required by Contract Documents.

C. At the completion of the project, Contractor shall submit final Waivers of Lien from the Contractor, approved sub-trades and all Subcontractors and material suppliers.

6. WORK IN EXISTING BUILDING

A. The Owner will carry on activities in existing building during period when construction work is in progress. Schedule work and store materials so as to interfere as little as possible with Owner's activities and use of premises. Any scheduling of work by the Contractor to accommodate such activities shall be incidental to the contract and shall not be used as a basis for requesting an extension of the completion date or as a basis for requesting additional compensation.

B. At the end of each work day, secure any openings into the work area so as to prevent unauthorized entrance, vandalism, theft and similar violations of security.

C. Any connections or alterations to present steam, gas, electric, water, or sewer facilities shall be made at times which meet Owner's approval and shall cause as little interference as possible with Owner's use of premises.

1. Contractor shall obtain Owner's approval a minimum of seven (7) days prior to any disruption of the aforementioned utilities and/or services.

D. Access to the building shall be limited to routes designated by the Owner. All debris shall be removed and material delivered via these routes. Except for areas where work is to be performed, workmen shall not enter the building.

- E. Where work involves redecorating in existing areas, the respective trades shall remove coverplates, fixtures, and wall mounted equipment as needed to refinish the surfaces. All removed items shall be reinstalled after redecorating is completed.
- F. The use of all tobacco products, including cigarettes, cigars and chewing tobacco, is prohibited throughout the entire facility. Personnel using these products must leave the building.
- G. The Contractor shall submit to the Owner photos / videos of existing space prior to the start of construction.

7. LIFE SAFETY MEASURES DURING CONSTRUCTION

- A. Existing emergency exits from occupied areas of the building shall be maintained free and clear throughout the construction unless alternate arrangements which satisfy life-safety requirements are made with the Owner. Provide temporary ramps and walkways to extend the exits outside of the construction area. Provide means of egress for construction workers at all times.
- B. Existing Life-Safety systems, such as fire alarms, detectors and sprinklers, shall be kept in operation at all times, unless arrangements are made with the Owner. Shutdown shall be limited to the time required to perform work on the affected system.
- C. Maintain free and unobstructed access to emergency services and for emergency forces at all times.
- D. Where work involves penetrations through fire and smoke barriers, the penetration shall be completed and the barrier restored to the required fire rating the same day.
- E. Temporary partitions shall be smoke tight and constructed of non-combustible materials.
- F. Combustible rubbish and debris shall be removed from the building daily. Control the storage of combustible materials to reduce the flammable and combustible fire load of the building to the lowest level necessary for daily operations.

8. WORK BY OWNER

- A. Owner shall have the right to remove fixed and portable items prior to the start of remodeling work. Contractor shall coordinate this work and verify Owner has exercised that right before commencing operations.

9. REMOVAL AND SALVAGE OF CONSTRUCTION MATERIALS

- A. Where building materials or components are scheduled to be removed and not reinstalled, verify if Owner desires to salvage and/or retain any items.
- B. Store items in a secure area until delivery to Owner.
- C. Transport items to Owner's storage area on-site.
- D. Protect items from damage during removal, transport and storage.

10. HAZARDOUS SUBSTANCES

A. Asbestos and PCB's

1. Neither the Contractor nor any subcontractor shall provide products or equipment which contains asbestos or polychlorinated biphenyl (PCB) material.
2. Known asbestos identified in Section 00 31 26 (Asbestos Inspection Report) shall be removed and disposed of as part of this contract.

B. Safety Data Sheets

1. All contractors and subcontractors who bring hazardous substances (as defined by OSHA) to the site shall have on file at the site a copy of the Safety Data Sheets (SDS) for that substance. The Contractor shall maintain a file of all SDS's required for the project at the site.
2. Each contractor and subcontractor shall comply with all Federal and State regulations regarding hazardous substances they bring to the site.

11. JOB MEETINGS

A. The Contractor shall establish a regular time and place for a bi-weekly construction meeting. The Contractor shall schedule a pre-construction meeting. The meeting shall be attended by a representative of the Contractor, each major subcontractor, the Owner, and the Architect.

1. The representative attending the meeting shall have the authority to bind the Contractor to the decisions made at the meeting.
2. The Contractor shall keep minutes of the meetings and shall distribute copies to all parties involved.

B. Additional meetings with the job foremen and field representatives shall be scheduled as required at the discretion of the Contractor and Owner's field representative.

C. Prior to the start of work by any trade, the Contractor shall arrange a pre-installation meeting with the Owner's representative, the Contractor's superintendent, the Trade's labor foreman, and the Manufacturer's representative to review installation and job procedures for the product.

1. The Owner's representative may waive this requirement for minor work or for the installation of materials which do not require special skill.

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SECTION 01 50 00

TEMPORARY FACILITIES & CONTROLS

1. GENERAL
 - A. All Contractor operations and procedures shall be in compliance with NFPA 241, Standard for Safeguarding Construction, Alteration and Demolition Operations.
2. FIRE PROTECTION
 - A. During construction period, provide and maintain in working order all-purpose, 20# size dry chemical fire extinguishers. Extinguishers shall be rated for Class A, B, and C fire.
 1. Provide fire extinguishers so that travel distance to a fire extinguisher does not exceed 50 feet.
 2. Provide a minimum of one (1) fire extinguisher in the immediate vicinity of each work area and within each temporary enclosure.
 3. Provide one (1) fire extinguisher in each temporary office.
 4. Where flammable liquids or gases are used, provide one (1) fire extinguisher at each work station using flammable liquids or gases.
 - B. In addition, each trade which maintains enclosed shed on premises shall provide and maintain one (1) fire extinguisher in each shed.
3. PROTECTION OF EXISTING BUILDING
 - A. Protect existing flooring and distribute construction loads with wood planks or by other suitable means while work is in progress.
 - B. Protect wall surfaces from damage due to delivery or removal of materials. Provide temporary wood jamps as needed at doorways to avoid damage.
 - C. Where project requires access to an existing roof or the existing roof will be used as a work platform, provide adequate protection to prevent damage to the existing roof.
 1. Cover work areas with 3/4" plywood or equivalent. Provide adequate ballast to prevent blow off.

4. STORAGE OF MATERIALS

- A. Allocate space within the project limits to all trades for storage of materials. No materials shall be stored outside of the project limits unless expressly approved by the City.
- B. Each trade shall be responsible for moving temporarily located materials which are part of his contract in order for any trade to complete final installations.
- C. Material stored on structural slabs or slabs on grade shall not exceed the design load for the slab.

5. TEMPORARY POWER AND LIGHTING

- A. Energy for small power tools and temporary lighting may be obtained from existing facilities. The cost of energy will be paid by the Owner.
 - 1. Furnish all lamps, wiring, switches, sockets, and similar equipment as required.
 - 2. Receptacle circuits shall have ground fault interrupters in the circuit at all times.
- B. If a trade contemplates the use of equipment that requires a different voltage or greater capacity than that which is readily available on-site, then that trade shall arrange with the local utility for this additional service. Contractor shall pay for installation of such service and the necessary additional switches and wiring required.

6. TEMPORARY HEAT

- A. Where materials are specified or required to be installed within a certain temperature or humidity range, maintain the required conditions for a long enough period prior to installation of the material to bring the substrate to the required condition, and after installation of material until properly cured or to completion of project.

7. TEMPORARY WATER

- A. Water may be obtained from the Owner's existing facilities. Water will be paid for by the Owner.

8. TEMPORARY TELEPHONES

- A. Contractors shall make their own arrangements for making and receiving telephone calls.

9. TEMPORARY SANITARY FACILITIES

- A. The Owner will designate toilet facilities in the existing building which may be used by the Contractor. No other toilet facilities shall be used. Cooperate with the Owner in maintaining facilities in clean and sanitary condition.

10. PARKING FACILITIES

- A. Arrangements shall be made with the Owner for use of limited parking space(s) at the site. All parking shall be strictly limited to those Owner designated areas.

11. PROJECT SIGN

- A. A project sign will not be required for this work.
- B. Posting of signs, advertising bills or posters about the site or on the building will not be permitted.
- C. With the approval of the Owner, small directional signs may be used to direct deliveries to the site. Such signs shall be neatly lettered and of substantial construction.
- D. No other sign shall be permitted at the site.

12. RUBBISH REMOVAL AND CLEANING

- A. All materials, rubbish, and debris shall be removed from the building and from the premises as soon as it accumulates. Removal of rubbish and debris shall be conducted in such a way that a minimum of dust is caused.
 - 1. Keep grounds free of debris.
- B. Provide containers of adequate size at the site for the collection of all solid waste generated by construction operations.
 - 1. Have containers emptied as frequently as necessary to keep the site clean. Do not allow solid waste to accumulate on the ground or in buildings. Provide covers if necessary to prevent debris from blowing around the site.
 - 2. Each Trade shall haul solid waste generated by their work to the collection container. Cooperate in keeping the building and premises clean.
 - 3. Observe local and State regulations regarding solid waste disposal, recycling, and hazardous materials.

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SECTION 01 70 00

EXECUTION AND CLOSEOUT REQUIREMENTS

1. RECORD DRAWINGS

- A. Maintain a record of all field changes made during the course of construction. At substantial completion of the project, the Owner will furnish the Contractor with two sets of prints for the purpose of making these changes. After the Contractor has marked all field changes, these prints shall be returned to the Owner. Record drawings shall be submitted before final payment is made to the Contractor.

- 1. Submit Record Drawings in hard copy and digital format.

2. OPERATING AND MAINTENANCE INSTRUCTIONS

- A. Upon completion of the work, Contractor shall submit to the Owner for review: One complete copy of an Operation and Maintenance (O&M) Manual. The O&M Manual shall include every item furnished by the Contractor which requires operation or periodic maintenance and/or as required by the technical sections of specification. Upon approval of submittal, Contractor shall provide three complete copies of this O&M Manual to Owner. Two (2) copies shall be printed on paper and bound in a heavy weight, loose-leaf cover and one (1) copy shall be submitted in a bookmarked .pdf digital file format. Manuals shall be delivered to Owner prior to substantial completion.
- B. Where systems interrelate to one another, furnish a typed description of the operation of the system written for this project. The instruction shall contain all information needed by the Owner to properly operate the equipment.

3. WARRANTIES AND GUARANTEES

- A. Where guarantees and warranties are called for in the technical sections of the specification, submit three copies of the manufacturer's written guarantee.
- B. Where the manufacturer provides a guarantee or warranty for more than one year as part of their normal business procedure, a copy of the written guarantee shall be transmitted to the Owner.
- C. Provide proof of purchase if required for warranty. Activate warranty if applicable.

4. CERTIFICATIONS

- A. Where required by the technical sections, provide certification from the manufacturer showing that products furnished meet the requirements of the specification. The installer shall provide a statement certifying that the product was actually installed in accordance with manufacturer instructions on this project.
- B. The original certificate shall be signed by an authorized agent of the company and shall be sworn before a notary.

5. SUBMITTALS

- A. All record drawings, operating and maintenance instructions, warranties, guarantees, certifications, test reports, and other documents shall be transmitted to the City at one time.
- B. All documents required to be submitted in Paragraph A shall be received and approved by the City prior to substantial completion and prior to any request for reduction of retainage.

6. EXTRA MATERIAL

- A. Where technical sections require extra material for the Owner's stock, deliver to a storeroom designated by the Owner and arrange materials in an orderly manner. Store in original cartons where possible.
 - 1. Label the outside of the carton with the type of material, color, and other pertinent information.
- B. Prepare an inventory of all extra materials and have signed by the Owner's representative showing receipt of the materials. Send two copies of the signed inventory to the City prior to final payment.
 - 1. Where the quantity of extra stock is based on a percentage of material furnished, provide a schedule showing the amount required for the project and amount of extra stock to be provided. Schedule shall be submitted at the time payment is requested for the material.

7. FINAL CLEANING

- A. In addition to regular broom cleaning, the Contractor shall do the following special cleaning at the completion of the work:
 - 1. Clean Glass:
 - a. Remove putty stains, labels and paint from glass.
 - b. Wash and polish all new glass.
 - c. Wash and polish all existing glass in the immediate area of the Work.
 - d. Washing of glass shall be done by a professional window washer.
 - 2. Remove stains, marks and fingerprints and other soil or dirt from painted, decorated, and stained work.
 - 3. Remove temporary protection and clean floors at completion.
 - 4. Clean and polish hardware for all trades and equipment installed under General Contract. This includes removal of stains, dust, dirt, paint, etc.

5. Remove spots, soil, paint from tile, other similar glazed or polished surfaces, upon completion.
 6. Remove spots, soil, paint, plaster, mortar, from aluminum work. When directed by Owner, wash aluminum work with non-alkali soap and water solution and follow with clear water rinse.
 7. Remove construction dust from all existing materials and equipment.
- B. Mechanical Trades and Others: Clean fixtures, equipment, remove stains, paint spatters, dirt dust.
8. SITE RESTORATION
- A. At the conclusion of the Work, restore the site to its original condition.
1. Remove stored materials, trailers, etc., from the site. Remove debris and restore ground to original grades.
 2. All areas where grass has been disturbed shall be restored with sod similar to existing grass.
 3. All areas where landscaping and/or plantings have been disturbed shall be restored in kind.
 4. Contractor shall not use large/heavy equipment in mulched areas in front of building (to preserve tree roots).

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SECTION 03 01 30

CONCRETE REHABILITATION

PART 1 GENERAL

1.01 WORK INCLUDED

- A. Remove delaminated, spalled and unsound concrete.
- B. Furnish and install concrete patching materials.

1.02 REFERENCES

- A. Except as shown or specified, the work of this section shall conform to the requirements of International Concrete Repair Institute (ICRI).
 - 1. ICRI Guideline No. 03730 - Guide for Surface Preparation for the Repair of Deteriorated Concrete Resulting From Reinforcing Steel Corrosion

1.03 DELIVERY, STORAGE AND HANDLING

- A. Deliver materials to the site in original sealed containers, labeled to show manufacturer's name and brand. Do not deliver materials that have exceeded shelf life limitation set forth by manufacturer.
- B. Comply with manufacturer's printed instructions for storing and handling of materials.
- C. Damaged packages shall not be used and shall be removed from the site.

1.04 SUBMITTALS

- A. Submit 2 copies of manufacturer's literature, to include: Product Data Sheets and appropriate Material Safety Data Sheets (MSDS).

1.05 QUALITY ASSURANCE

- A. Manufacturing Qualifications: The manufacturer of the specified product shall be ISO 9001 certified and have in existence a recognized ongoing quality assurance program independently audited on a regular basis.
- B. Contractor Qualifications: Contractor shall be qualified in the field of concrete repair and protection with a successful track record of 5 years or more. Contractor shall maintain qualified personnel who have received product training by a manufacturer's representative.

- C. Install materials in accordance with all safety and weather conditions required by manufacturer or as modified by applicable rules and regulations of local, State and Federal authorities having jurisdiction. Consult Material Safety Data Sheets for complete handling recommendations.
- D. Material Container Labels: Material containers shall bear the manufacturer's label indicating manufacturer's name, trade name of product, lot number, shelf life of product, and mix ratio (if applicable).

1.06 WARRANTY

- A. Provide a written warranty from the manufacturer against defects of materials for a period of five (5) years, beginning with date of substantial completion of the project.

PART 2 PRODUCTS

2.01 MATERIALS

- A. The following products are specified to establish material types and a standard of quality. Other comparable products in the manufacturer's product series may be required to accommodate particular site conditions. When color choice is available, select color to match adjoining concrete. Contractor shall be responsible for verifying compatibility between primers/bonding agents and specified patch materials.
- B. One component, polymer modified, silica fume enhanced, cementitious repair mortars for horizontal, vertical and overhead application:
 - 1. "Sika Monotop 615" by Sika Corporation, Lyndhurst, New Jersey.
 - 2. "Master Emaco N 425" by Master Builders Solutions, Shakopee, Minnesota.
 - 3. "Meadow-Crete-GPS" by W.R. Meadows/Sealtight, Hampshire, Illinois.
- C. Three component, water based, moisture tolerant, epoxy modified, cementitious bonding agents with additional use as an anti-corrosion coating.
 - 1. "Sika Armatec 110 EpoCem" by Sika Corporation, Lyndhurst, New Jersey.
 - 2. "Master Emaco P124" by Master Builders Solutions, Shakopee, Minnesota.
- D. Bonding Agents
 - 1. "Intralok" by W.R. Meadows/Sealtight, Hampshire, Illinois.
- E. Anti-Corrosion Steel Primers
 - 1. "Patch-Prime" by W.R. Meadows/Sealtight, Hampshire, Illinois.
- F. Alternate patching systems will be considered upon request of Contractor. Contractor must provide a history of similar applications using any proposed substitution.

PART 3 EXECUTION

3.01 PREPARATION

- A. Identify and remove any additional deteriorated concrete and any remaining filler tile remnants that would interfere with the patching operation.
- B. Where steel reinforcing is exposed, chip additional concrete out from behind bars to allow for a minimum 3/4" clearance around bars. Also, chip out an additional 1" of concrete at each end of exposed area of each bar.
- C. Areas to be repaired must be clean, sound, and free of contaminants. All loose and deteriorated concrete shall be removed by mechanical means. Mechanically prepare concrete substrate to obtain a surface profile of +/- 1/16" (CSP 5 or greater as per ICRI Guidelines) with a new exposed aggregate surface. Area to be patched shall not be less than 1/8" in depth.
- D. Where reinforcing steel with active corrosion is encountered, sandblast the steel to a white metal finish to remove all contaminants and rust prior to application of anti-corrosion coating.

3.02 COATING REBAR

- A. Coat reinforcing as soon as possible after completion of surface preparation.
- B. Place reinforcement coating complying with manufacturer's printed instructions.

3.03 PATCHING CONCRETE

- A. Patch concrete as soon as possible after completion of surface preparation.
- B. Mixing Patching Mortar: Comply with mortar manufacturer's printed instructions. Proportion components and sizes of aggregate as recommended by mortar manufacturer for the particular job conditions.
- C. Patch concrete in accordance with the product manufacturer's printed instructions.
 - 1. Coat contact surfaces of existing concrete and steel reinforcing with a bonding agent/primer as recommended in the product manufacturer's instructions.
 - 2. Do not exceed manufacturer's limits for maximum amount of material placed per lift.
- D. Bring patches out to the original surfaces in true planes. Finish patches to match texture of adjoining concrete as close as possible.
- E. Cure patches in accordance with the product manufacturer's printed instructions.

3.04 PROTECTION

- A. Protect mortar after placement in accordance with the product manufacturer's printed instructions.

3.05 ADJUSTING AND CLEANING

- A. All concrete patching shall be done carefully and neatly and placed in such a manner as to be level with adjacent surfaces. Excess material shall be removed promptly and not be left to harden on adjacent surfaces.
 - 1. Repair patches which do not meet these requirements shall be removed and replaced to the Owner's satisfaction at no additional cost.
- B. Remove all excess material and debris resulting from this work. Leave work areas broom clean and ready for inspection.

SECTION 04 01 20

UNIT MASONRY RESTORATION

PART 1 GENERAL

1.01 WORK INCLUDED

- A. Tuckpointing mortar joints.

1.02 QUALITY ASSURANCE

- A. Masonry restoration contractor shall have not less than five years documented experience doing work specified herein.
- B. Workmen shall be experienced in use of equipment on this project. Contractor shall use full-time foreman who has minimum of three years of experience in all phases of masonry restoration used in his project.
- C. Prepare a test area where directed by the Owner to show how mortar color and caulking will match existing work. The area shall be a minimum of 50 square feet. The area shall demonstrate the workmanship to be expected and, once approved, shall serve as a standard for approving other work.
- D. The Owner will make random inspections to assure conformance with the specification. If any work is found not in compliance with the specification, the Contractor shall, at his expense, remove all previous work and replace in accordance with the specification; or he shall perform tests, at his expense, to prove compliance with this specification.

1.03 DELIVERY, STORAGE AND HANDLING

- A. Deliver, store and handle materials so as to prevent the inclusion of foreign materials or damage to material by water or breakage.
- B. Store packaged materials in original containers until ready for use.

1.04 SITE CONDITIONS

- A. Do not do tuckpointing work when temperature is expected to fall below 40°F.

PART 2 PRODUCTS

2.01 MATERIALS

A. Mortar

1. Cement shall be Type 1 Portland Cement in accordance with ASTM Specification C150. All cement for exterior work shall be of one brand and one source.
 - a. Color: White or gray as needed to match existing mortar.
2. Lime shall be Type S hydrated lime in accordance with ASTM Specification C207.
3. Aggregate for masonry mortar shall be natural sand or manufactured sand which complies with ASTM Specification C144.
4. Water shall be potable, clean, and free of injurious amounts of oil, alkali, salts, organic matter and other deleterious substances.

2.02 MORTAR MIXES

- A. Mortar shall be cement-lime mortar mixed and proportioned in accordance with ASTM Specification C270, except as modified by this section.

- B. Mortar shall be proportioned as follows:

1 part Type 1 Portland Cement
1 part Type S Lime
6 parts Sand

Premixed mortars shall not be used unless specifically approved by the Owner.

- C. Dry mix all solid materials, then add sufficient water to produce a damp mix that will retain its shape when pressed into a ball by hand. Mix 3 to 7 minutes in a mechanical mixer.
- D. Allow mortar to stand not less than one hour nor more than 1-1/2 hours for prehydration. Then add sufficient water to bring mortar to working consistency for tuckpointing.
1. Use mortar within 2-1/2 hours of its initial mixing. Tempering is permitted within this time period.

PART 3 EXECUTION

3.01 PREPARATION

- A. Protect landscaping and other adjacent surfaces from damage caused by tuckpointing work.

3.02 INSPECTION

- A. Inspect all masonry walls in the presence of the Architect and Owner's representative to determine the approximate location of joints to be tuckpointed and brick to be replaced.
 - 1. In general, brick shall be replaced which show open cracks, spalled surface or multiple hairline cracks. Joints shall be tuckpointed where the mortar is spalled or eroded more than 1/2" or the bond is broken above or below the brick.

3.03 TUCKPOINTING

- A. Saw cut joints to be tuckpointed to a minimum depth of 3/4" or to solid mortar. Use hand tools to cut vertical joints. Use care to avoid cutting into brick. Fill vertical joints with mortar first, then horizontal joints. Pack joint solid using a narrow trowel, then strike with a concave tool.
- B. Do not cut joints or remove brick which cannot be replaced the same day.

3.04 CLEANING AND ADJUSTING

- A. Remove all excess materials and debris resulting from this portion of the work.
- B. Clean mortar from the brick as work progresses with detergent and clean water. Do not allow mortar to harden on the face of masonry.
- C. Acid shall not be used to clean masonry unless approved by the Owner.

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SECTION 05 50 00

METAL FABRICATIONS

PART 1 GENERAL

1.01 WORK INCLUDED

- A. Furnish and install ladders.

1.02 SUBMITTALS

- A. Product Data: Submit product data for products used in metal fabrications, including paint products, grout and fasteners.
- B. Shop Drawings: Submit detailed fabrication and erection drawings of each metal fabrication indicated. Include plans, elevations, sections, and details of metal fabrication and their connections. Show anchorage and accessory items.

1.03 QUALITY ASSURANCE

- A. The American Institute of Steel Construction, "Specification for the Design, Fabrication and Erection of Structural Steel for Buildings" and "Code of Standard Practice for Steel Buildings and Bridges" latest editions shall govern, except as modified herein.
- B. Design, fabricate and install all metal fabrications to comply with applicable codes.
- C. Welding and equipment shall conform to American Welding Society's Code for Welding in Building Construction subject to State and Local laws and ordinances. Fabricators and welders shall be licensed operators.

1.04 DELIVERY, STORAGE AND HANDLING

- A. Store steel on substantial shores or blocking to keep free of ground and to prevent bending, buckling or twisting. Provide adequate waterproof coverings in wet weather.
- B. Take measures to avoid damage to prime coat while handling steel.

PART 2 PRODUCTS

2.01 METALS, GENERAL

- A. Metal Surfaces, General: Provide materials with smooth, flat surfaces, unless otherwise indicated. For metal fabrications exposed to view in the completed Work, provide materials without seam marks, roller marks, rolled trade names, or blemishes.

2.02 MATERIALS

- A. Steel components shall comply with the following ASTM Specifications:
 - 1. Structural Steel: ASTM A6 and A36, except for wide-flange and WT sections which shall meet the requirements of ASTM Specification A992.
 - 2. Structural Tubing: ASTM A500 Grade B
 - 3. Round Tubing: ASTM A53 Schedule 40
 - 4. High Strength Bolts: ASTM F3125
 - 5. Steel Sheet: ASTM A570 Grade B
 - 6. Non-Structural Tubing: ASTM A513
- B. Furnish all connections, clip angles, bolts, nuts, lock washers, sleeves, expansion bolts, anchors, etc., required for complete erection of the work.

2.03 FABRICATION

- A. General Requirements
 - 1. Execute work in accordance with approved shop drawings. Additional details will be supplied by the Architect, if required.
 - 2. Do all drilling, cutting, fitting and other work required for jointing and setting materials in place.
 - 3. Castings shall be of fine texture, unwarped and sound, and machine finished if required for a proper fit.
 - 4. Draw file and smooth all rough edges and weld ridges. Select straight and even stock for all members.
 - 5. Field connections may be bolted, except as noted. Welded construction may be used wherever practical and shall comply with the local building code.
- B. Ladders
 - 1. Fabricate fixed ladders to comply with requirements in ANSI A14.3 and CFR 29 1910.27 and as shown on drawings.
- C. Miscellaneous Metal Fabrications
 - 1. Provide the following miscellaneous metal fabrications:
 - a. All angles, clips, plates, anchor bolts, straps and similar metal fabrications shown or required and not specified elsewhere.

2.04 SHOP PAINTING

- A. Shop paint all steel work except material to be imbedded in brick, contact surfaces at high strength slip critical type bolts and surfaces within 2" of field welds.
- B. Paint Systems
 - 1. Exterior Exposed Steel:
 - a. Prepare in accordance with Steel Structures Painting Council Specification SSPC-SP6.
 - b. Apply one coat zinc-rich primer equal to [Tnemec 90-97](#), International Interzinc 52, or Ameron Amercoat 68HS. Minimum DFT 3.0 mils.
 - c. Apply top coat of low sheen, two component, aliphatic acrylic polyurethane equal to Tnemec: Series 73, Interthane 870, or Ameron's Amershield. Minimum DFT 4.0 mils.
 - d. Touch up damaged coatings after erection.

PART 3 EXECUTION

3.01 GENERAL

- A. Cutting, Fitting, and Placement: Perform cutting, drilling, and fitting required for installing metal fabrications. Set metal fabrications accurately in location, alignment, and elevation; with edges and surfaces level, plumb, true, and free of rack; and measured from established lines and levels.
- B. Fit exposed connections accurately together to form hairline joints. Weld connections that are not to be left as exposed joints but cannot be shop welded because of shipping size limitations.

3.02 INSTALLATION

- A. Install all metal fabrications which require attachment to the structure. Furnish all anchors, hangers, bolts, etc., as required.
- B. Install fixed ladders.
 - 1. Secure to the adjacent construction with the clip angles attached to the stringer.
 - a. Secure to masonry or concrete with not less than two 1/2" diameter expansion bolts.
 - b. Install intermediate clip angles not over 48" on center.
 - 2. Ends of ladders must not rest upon finished roof.
- C. Furnish all other metal fabrications to the appropriate trade for installation.

3.03 ADJUSTING AND CLEANING

- A. After erection, all areas of metal not shop painted, such as bolts, connections, etc., and areas scraped or marred during erection, shall be painted using the same primer as that applied at the factory.

SECTION 06 10 00

ROUGH CARPENTRY

PART 1 GENERAL

1.01 WORK INCLUDED

- A. Installation of finish hardware.

1.02 RELATED WORK

- A. Section 08 71 00 - Finish Hardware

PART 2 PRODUCTS

2.01 MATERIALS

- A. Finish hardware will be furnished to this Section for installation. Refer to Section 08 71 00 for additional information.

PART 3 EXECUTION

3.01 APPLICATION OF FINISH HARDWARE

- A. Install all finish hardware furnished under Section 08 71 00 in accordance with the manufacturer's recommendations using proper templates and instruction sheets.
 - 1. Install kickplates at a uniform bottom elevation of 1", measured from finished floor.
- B. All hardware shall be installed in a neat manner and be left free of tool marks or defacements of any kind and be in perfect working order.
- C. Hardware on field finished items shall be removed or covered until final finish coat is dry and then reinstalled.

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SECTION 07 53 23

EPDM ROOFING

PART 1 GENERAL

1.01 WORK INCLUDED

- A. Remove existing roofing and insulation.
- B. Furnish and install roof insulation.

1.02 PERFORMANCE REQUIREMENTS

- A. The roofing system shall carry a Class A Underwriters Laboratories, Inc. label.

1.03 SUBMITTALS

- A. Product Data: Provide membrane manufacturer's printed data sufficient to show that all components of roofing system, including insulation and fasteners, comply with the specified requirements and with the membrane manufacturer's requirements and recommendations for the system type specified; include data for each product used in conjunction with roofing membrane.
- B. Shop Drawings: Provide the roof membrane manufacturer's standard details customized for this project for all relevant conditions, including flashings, base tie-ins, roof edges, terminations, expansion joints, penetrations, and drains.
- C. Installation Instructions: Provide manufacturer's instructions to installer, marked up to show exactly how all components will be installed; where instructions allow installation options, clearly indicate which option will be used.
- D. Certification from manufacturer that roofing system complies with UL Class A External Fire Resistance Ratings.
- E. The manufacturer shall certify:
 - 1. Prior to the start of the installation, that the roofing installer is an approved applicator of the manufacturer.
 - 2. Prior to the start of the installation, that the manufacturer will furnish the warranty specified.

1.04 QUALITY ASSURANCE

- A. Roofing shall be applied by a contractor approved by the manufacturer of roofing materials.
- B. Roofing and flashings shall be applied by experienced roofers in accordance with the roofing materials manufacturer's standard specifications.
 - 1. The manufacturer's agent or representative shall inspect the site prior to beginning work and at the completion of all work to ensure compliance with the manufacturer's instructions.
- C. All materials used in the roof shall be manufactured by or approved by the roofing manufacturer for compliance with warranty requirements.

1.05 DELIVERY, STORAGE AND HANDLING

- A. Handle and store all roofing materials in accordance with the manufacturer's instructions.
- B. Materials shall be stored in a dry location, protected from sun and weather.
- C. Materials shall be delivered to the site with their original labels intact.
- D. Damaged or deteriorated materials shall not be used and shall be removed from the site.

1.06 WARRANTY

- A. Furnish the manufacturer's 15 year No Dollar Limit guarantee covering defects in materials and workmanship. The manufacturer shall maintain the roofing system in a watertight condition for the term of the guarantee.
 - 1. The guarantee shall be issued by a single entity covering insulation, membrane and flashings.
 - 2. The warranty shall be a standard written warranty of the roofing manufacturer which the manufacturer issues on a regular basis.
 - 3. Comply with manufacturer's specifications and details to meet warranty requirements.

PART 2 PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

- A. Carlisle Tire and Rubber Company, Carlisle, Pennsylvania
- B. Firestone Building Products, Carmel, Indiana
- C. Johns Manville, Denver, Colorado
- D. Specification based on Johns Manville System SE6A-(T)

2.02 MATERIALS

- A. Roof membrane shall be 60 mil single ply EPDM (Ethylene Propylene Diene Monomer).
 - 1. Provide manufacturer's Fire Retardant (FR) membrane as required to obtain a UL Class A External Fire Resistance Rating and/or to meet the warranty requirements.
- B. Vapor Retarder
 - 1. Polyethylene-reinforced, self-adhering SBS vapor barrier.
 - a. CarlisleVapAir Seal 725TR Air & Vapor Barrier
 - b. FirestoneV-Force Vapor Barrier Membrane
 - c. Johns Manville.....JM Vapor Barrier SA
 - 2. Primer: Manufacturer's recommended product.
- C. Insulation shall be isocyanurate foam core with non-asphaltic fiberglass mat facers meeting the physical properties of ASTM Specification C1289 Type II, Class 1, Grade 2.
 - 1. Long Term Thermal Resistance (LTTR) values shall be not less than:
 - a. 1" nominal thickness..... R = 5.7
 - b. 1.5" nominal thickness..... R = 8.6
 - c. 2" nominal thickness..... R = 11.4
- D. Tapered insulation for saddles and crickets shall be tapered isocyanurate insulation the same as the above. Insulation shall be factory tapered. Insulation shall slope 1/4" per foot.
- E. Flashing material shall be 60 mil cured EPDM sheet, unless noted otherwise. Flashing material shall be manufactured or approved by the membrane manufacturer. Furnish prefabricated vent and pipe flashings. All inside and outside corners shall be 60 mil uncured EPDM.
- F. Seam Tape: Self-adhering, extruded EPDM with release liner, not less than 3" wide.

- G. Peel and Stick Sealing Strip: Cured EPDM strip with matt finish, not less than 6" wide.
- H. Reinforced Termination Strip
 - 1. Provide one of the following products:
 - a. CarlisleReinforced Universal Securement Strip (RUSS)
 - b. FirestoneReinforced Perimeter Fastening Strip (RPFS)
 - c. Johns Manville.....Reinforced Termination Strip (RTS)
- I. All incidental materials, including but not limited to Bonding Cement, Sealing Mastic, Primer and Nite Stop, shall be approved or manufactured by the membrane manufacturer.
- J. Fasteners shall be approved by the membrane manufacturer and shall be coated with a corrosion resistant organic coating. Plates shall be molded plastic.
- K. Insulation Adhesive: Manufacturer's standard two-part, chemically curing urethane insulation adhesive compatible with all requirements stated herein.
 - 1. Use proper adhesive Grade for weather/temperature conditions.
 - 2. Prior to use, verify substrate conditions, comply with manufacturer's pull test requirements.
 - 3. Product shall be VOC-free, per ASTM D5201-05a.

PART 3 EXECUTION

3.01 PREPARATION

- A. Inspect the roof substrate prior to performance of the Work. Report all conditions which may interfere with the proper installation of roofing to the Contractor. The Contractor shall correct all defects so reported.
- B. Arrange for the Owner's representative to be present at the start of roofing operations.
- C. The roof deck shall be clean, dry and unfrozen before roofing begins and between all intermediate layers.
- D. Provide temporary plywood protection for existing roofing where new work occurs.

3.02 EXISTING ROOFING REMOVAL

- A. Remove existing roof mounted equipment as required to complete the Work. Trades for moving and connecting mechanical equipment shall be skilled in the work required.
- B. Completely remove all existing roof down to the roof deck. Do not remove more of the existing roof than can be replaced with new roofing the same day. Do not remove existing roof if inclement weather threatens.

- C. All debris from removal of the existing roof shall be lowered in chutes and loaded directly into trucks. No debris shall be allowed to accumulate at the site.
- D. Install night seals at the end of each day to keep roof insulation dry and roof deck watertight.
- E. Maintain existing structure in a watertight condition until overlying construction is in place and watertight.
- F. The existing roof contains asbestos material. Roofing trade shall be certified in removing this material and document proper disposal of the material.

3.03 APPLICATION

- A. Vapor Retarder: Install per manufacturer's recommendations.
 - 1. Preparation: All surfaces shall be swept clean and free from oil, grease, rust, scale, loose paint, dirt or similar contaminants.
 - 2. Primer: Prime substrate where required or recommended by manufacturer.
 - 3. Installation: Roll out vapor retarder membrane. Stagger end laps and overlap side laps. Once the membrane is in the desired location, hold the membrane tight and peel away release liner. Membrane shall be installed straight, flat and secure. Install additional rolls in the same manner. Roll entire surface with manufacturer's recommended weighted roller. Roll overlap areas with manufacturer's recommended hand roller.
- B. Install Insulation.
 - 1. Comply with membrane roofing system manufacturer's written instructions for installing roof insulation.
 - 2. Where overall insulation thickness is 1-1/2" or greater, install 2 or more layers with joints of each succeeding layer staggered from joints of previous layer a minimum of 6" in each direction.
 - 3. Attach Insulation:
 - a. Install insulation in a full-spread applied insulation adhesive at a rate required by insulation manufacturer.
 - 4. Units of insulation shall fit snugly to adjoining units. Apply the units with long joints continuous and short joints staggered. If long joints are parallel with the ribs of the deck, they shall be located over the ribs. Stagger joints between layers of insulation.

5. Where tapered insulation occurs, install tapered insulation system over vapor retarder. Lay tapered insulation so that there is a uniform slope to drains of not less than 1/8" per foot. Build up under tapered insulation with high performance insulation. Minimum insulation thickness at drains shall be as noted on drawings.
 6. Construct saddles and crickets of tapered insulation so that roof drains freely. Water shall not pond in any area for more than 24 hours.
- C. Install Insulation.
1. Clean substrate of oil, dust, moisture and other substances detrimental to roofing installation according to roofing system manufacturer's written instructions. Remove sharp projections.
 2. Use proper adhesive Grade for weather/temperature conditions.
 - a. If applicable, comply with manufacturer's cold weather installation instructions.
 3. Insulation shall be applied in two layers.
 4. Adhere the insulation and protection board to the roof deck using urethane insulation adhesive per manufacturer's installation instructions for conditions specified herein.
 - a. Units of insulation shall fit snugly to adjoining units. Stagger joints between layers of insulation.
 - b. Construct saddles and crickets of tapered insulation so that roof drains freely. Water shall not pond in any area for more than 24 hours.
- D. Install roof membrane and flashing in strict accordance with the manufacturer's instructions and this specification.
1. The membrane shall be fully cemented in place with bonding cement.
 2. Splices shall be lapped a minimum of 3" and spliced with seam tape after lap area is thoroughly cleaned with a suitable solvent.
 3. The membrane shall be mechanically fastened at the perimeter and all penetrations with anchor bars.
 4. Install sealing strip over all membrane and flashing seams.
 5. Construct water cut offs at the end of each day's work or weather threatens. Remove water cut offs before resuming work.

- E. Flash around plumbing vents with pre-molded pipe flashings. Clamp flashing to pipe with stainless steel clamping ring. Bond flashing to roof membrane with lap cement.
- F. Reset, reinstall and properly flash all roof drains, vents, conduits, antenna, ventilators and all other rooftop mounted equipment.

3.04 EXISTING ROOFS

- A. Make tie-ins to existing roofs in accordance with the manufacturer's and NRCA recommendations.
- B. Install mechanical curbs and flashings in accordance with NRCA recommendations.
- C. Reset, reinstall and properly flash all roof drains, vents, conduits, antenna, ventilators and all other rooftop mounted equipment.

3.05 PROTECTION

- A. The completed roof system shall be protected from damage at all times. Traffic over roof shall be confined to necessary areas and held to a minimum.

3.06 ADJUSTING AND CLEANING

- A. All excess material and debris shall be removed from the site.
- B. Repair all leaks or damage to the roof system immediately.
- C. Completed roof surfaces shall not be used for storage of any material or rubbish.
- D. All roof surfaces which pond water for more than 24 hours shall be removed and rebuilt with proper slope.

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SECTION 07 62 00

SHEET METAL FLASHING AND TRIM

PART 1 GENERAL

1.01 WORK INCLUDED

- A. Formed Aluminum Drainable Roof Edge

1.02 SUBMITTALS

- A. Product Data: For each type of product indicated. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for each manufactured product and accessory.
 - 1. Identification of material, thickness, weight, and finish for each item and location in Project.

1.03 QUALITY ASSURANCE

- A. Fabricator Qualifications: Shop that employs skilled workers who custom fabricate sheet metal flashing and trim similar to that required for this Project and whose products have a record of successful in-service performance.
- B. Sheet Metal Flashing and Trim Standard: Comply with SMACNA's "Architectural Sheet Metal Manual" unless more stringent requirements are specified or shown on Drawings.

1.04 DELIVERY, HANDLING AND STORAGE

- A. Do not store sheet metal flashing and trim materials in contact with other materials that might cause staining, denting, or other surface damage.
- B. Keep materials free of dirt until they are installed on the project.
- C. Protect materials which are exposed to view on the finished building from damage to finish.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Formed aluminum roof edge shall be formed of 0.050" aluminum sheets to the dimensions shown on the drawings. Provide 4" wide concealed liner under each joint.
 - 1. The waterdam shall be 24 gauge galvanized steel.
 - 2. The fascia system shall be designed for installation without exposed fasteners or fasteners through the membrane.
 - 3. Exposed aluminum shall have a Kynar 500 fluoropolymer finish in a manufacturer's standard color, to be selected by the Owner prior to fabrication.

PART 3 EXECUTION

3.01 PREPARATION

- A. Surfaces to be covered with sheet metal shall be smooth and free of defects. Clean surfaces of dirt, rubbish, and other foreign materials before sheet metal work begins.

3.02 CLEANING AND ADJUSTING

- A. Remove all debris and excess material resulting from this work from the site.
- B. Remove finger prints and dirt from all architectural exposed metal.

SECTION 07 92 00

JOINT SEALANTS

PART 1 GENERAL

1.01 WORK INCLUDED

A. Furnish and install joint sealants and backing material.

1. Joints requiring sealant include, but are not limited to:

a. Exterior Locations:

- 1) Fenestration perimeters
- 2) Joints between dissimilar materials
- 3) Top of flashing receivers
- 4) Brick joints
- 5) Concrete joints

b. In-Wall Locations:

- 1) Top of membrane flashings
- 2) Joints between dissimilar materials
- 3) Air and vapor barrier/ retarder transitions

c. Interior Locations:

- 1) Fenestrations at exterior walls
- 2) Interior door/borrowed lite frames

1.02 PERFORMANCE REQUIREMENTS

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

B. 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.

1. Prior to the installation of joint sealants, backings, and other related items, notify Owner's representative of any potential material or installation conflicts or incompatibilities.

1.03 SUBMITTALS

- A. Product Data: Submit manufacturer's technical data for each joint sealant product required, including instructions for joint preparation and joint sealant application. Submittals shall include movement abilities and acceptable materials for sealant to adhere, as well as minimum joint sizes in width and depth.
- B. Samples: Submit cured strip samples of actual product of each color selected by Owner.
- C. Joint Sealant Schedule: Include the following information for each joint type and/or location.
 - 1. Sealant product name.
 - 2. Sealant color.
 - 3. Joint sizes and depth sealant.

1.04 QUALITY ASSURANCE

- A. All caulking work shall be executed by experienced and skilled mechanics in strict accordance with the manufacturer's printed instructions.

1.05 DELIVERY, STORAGE AND HANDLING

- A. Deliver materials to project site in original unopened containers or bundles with labels containing information about manufacturer, product name and designation, color, expiration period for use, pot life, curing time and mixing instructions for multi-component materials.
- B. Store and handle materials in compliance with manufacturer's recommendations to prevent their deterioration or damage due to moisture, high or low temperatures, contaminants, or other causes.

1.06 SITE CONDITIONS

- A. No caulking shall be done on damp, wet or frosty surfaces. Caulking shall only be done when temperature is above 40°F or below 80°F. Any deviation from this requirement shall require written authorization from the Architect.
- B. Examine Drawings and verify that all joints are properly detailed and proportioned for expansion and/or control, as recommended in writing by the sealant manufacturer. Immediately notify Owner's representative of any deviations.
- C. Contaminants capable of interfering with adhesion shall be removed from joint substrates prior to sealant installation.

PART 2 PRODUCTS

2.01 SILICONE JOINT SEALANTS

- A. Single-Component, Stain-Resistant, Neutral-Curing, Silicone Sealant:
1. Products: Provide one of the following:
 - a. Dow Corning Corporation: 795 Silicone Building Sealant
 - b. Momentive Performance Materials (GE): SilPruf NB SCS9000
 - c. Pecora Corporation: 890 NST Silicone Sealant
 - d. Tremco: Spectrem 1
 2. Type and Grade: S (single component) and NS (non-sag) per ASTM C920.
 3. Class: 50 per ASTM C920.
 4. Stain-Test-Response Characteristics: Non-staining to porous substrates per ASTM C 1248.
 5. Product shall be SWRI-validated.
 6. Color: Selected by Owner from manufacturer's full range of options.
 7. Applications: Install in the following exterior wall joints.
 - a. Control and expansion joints in unit masonry.
 - b. Control and expansion joints in cast stone units.
 - c. Joints between metal parts.
 - d. Joints between different materials listed above.
 - e. Exterior perimeter joints between materials listed above and frames of doors, windows and louvers.
 - f. Joints at exterior flashings.
 - h. Interior sealant joints at exterior and wall fenestrations, i.e. between windows / door and gypsum board or sills.

2.02 JOINT-SEALANT BACKING

- A. General: Provide sealant backings of material and type that are non-staining; 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 C1330, Type as approved by sealant manufacturer for the type of sealant used 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 where such adhesion would result in sealant failure. Provide self-adhesive tape where applicable.

2.03 MISCELLANEOUS MATERIALS

- A. Primer: Material recommended by joint sealant manufacturer where required for adhesion of sealant to joint substrates indicated.
- B. Cleaners for Non-Porous 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 non-porous surfaces in any way and formulated to promote optimum adhesion of sealants with joint substrates.
- C. Masking Tape: Non-staining, non-absorbent material compatible with joint sealants and surfaces adjacent to joints.

2.04 COLOR

- A. Color selection of all sealants will be made by the Owner.

PART 3 EXECUTION

3.01 PREPARATION

- A. Allow minimum 28 day curing period for concrete, grouts or mortars prior to caulking.
- B. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint sealant manufacturer's written instructions and the following requirements:
 - 1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt and frost.
 - 2. Clean porous joint substrate surfaces by brushing, grinding, blast cleaning, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining from above cleaning operations by vacuuming or blowing out joints with oil-free compressed air.
 - 3. Remove laitance and form-release agents from concrete.
 - 4. Clean non-porous surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants.

- C. Joint Priming: Prime joint substrates where recommended in writing by joint sealant manufacturer, or based on 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.
- D. Masking Tape: Use masking tape where required to prevent contact of sealant with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.02 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 of ASTM C 1193 for use of joint sealants as applicable to materials, applications and conditions indicated.
- C. Acoustical Sealant Application Standard: Comply with recommendations in ASTM C 919 for use of joint sealants in acoustical applications as applicable to materials, applications, and conditions indicated.
- D. Install sealant backings of type indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
 - 1. Do not leave gaps between ends of sealant backings.
 - 2. Do not stretch, twist, puncture or tear sealant backings.
 - 3. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry materials.
- E. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and back of joints.
- F. Install sealants by proven techniques to 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 provided for each joint configuration.
 - 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.

- G. Tooling of Non-Sag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
1. Remove excess sealants from surfaces adjacent to joint.
 2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
 3. Provide concave joint configuration per Figure 8A in ASTM C 1193, unless otherwise indicated.
 - a. Use masking tape to protect adjacent surfaces of recessed tooled joints.

3.03 CLEAN-UP

- A. Remove excess caulking and leave surface neat, smooth and clean.

SECTION 08 11 13

HOLLOW METAL DOORS AND FRAMES

PART 1 GENERAL

1.01 WORK INCLUDED

- A. Furnish and install hollow metal doors and frames.

1.02 SUBMITTALS

- A. Product Data:

- 1. For each type of door indicated, include door designation, model, level and type, material description, core description, construction details, label compliance, fire-resistance ratings, and finishes.
- 2. For each type of frame indicated, include door/frame designation, material description, construction details, label compliance, fire-resistance ratings, and finishes.

- B. Shop Drawings:

- 1. Include the following:
 - a. Elevations of each door design.
 - b. Details of doors, including vertical and horizontal edge details and metal thicknesses.
 - a. Frame details for each frame type, including dimensioned profiles and metal thicknesses.
 - b. Locations of reinforcement and preparations for hardware.

- C. Schedule: Provide a schedule of hollow metal work prepared by or under the supervision of supplier.

1.03 QUALITY ASSURANCE

- A. Labeled doors and frames shall be provided for those openings requiring fire protection ratings as shown on the door schedule. Such doors and frames shall be constructed as tested and certified by Underwriters Laboratories, Inc. and shall bear the U.L. label.
- B. All fire-rated door and frame assemblies shall comply with requirements of UL 10C "Standard for Positive Pressure Fire Tests of Door Assemblies".

1.04 DELIVERY, STORAGE, AND HANDLING

- A. Doors and Frames shall be received by the contractor at the job site and handled in a manner so as not to be damaged. They shall be stored upright in a protected area on wood runners and shall be covered with vented tarpaulins or vented plastic.

PART 2 PRODUCTS

2.01 MATERIALS

- A. All steel used to manufacture doors, frames, anchors, and accessories shall meet at least one or more of the following requirements:
1. Cold-rolled steel shall conform to ASTM designations A1008, "Standard Specification for Steel, Sheet, Cold-Rolled, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, Solution Hardened, and Bake Hardenable" and A568, "Standard Specification for Steel, Sheet, Carbon, Structural, and High-Strength, Low-Alloy, Hot-Rolled and Cold-Rolled, General Requirements for".
 2. Hot-rolled, pickled and oiled steel shall comply with ASTM designation A1011, "Standard Specification for Steel, Sheet and Strip, Hot-Rolled, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, and Ultra-High Strength" and A568, "Standard Specification for Steel, Sheet, Carbon, Structural, and High-Strength, Low-Alloy, Hot-Rolled and Cold-Rolled, General Requirements for".
 3. Hot-dipped zinc coated steel shall be of the alloyed type and comply with ASTM designation A924, "Standard Specification for General Requirements for Steel Sheet, Metallic-Coated by the Hot-Dip Process" and A653, "Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process".

2.02 HOLLOW METAL DOORS

- A. Doors shall comply with the following requirements:
1. Provide Model 777 Trio door manufactured by Curries/ASSA ABLOY.
 2. Insulated: U-Value shall not be greater than 0.09 per ASTM C518.
 3. Face Skin Thickness: 16 gauge
 4. Overall Door Thickness: 1-7/8"
- B. Doors shall be handed and beveled to fit the opening scheduled.
- C. Top and bottom edges shall be closed with a 16 gauge recessed continuous channel. Exterior doors shall have an additional flush closing channel at the top edge. Provide openings in bottom closure of exterior doors to permit moisture to escape.
- D. Hardware Reinforcement: Fabricate according to ANSI/SDI A250.6 with reinforcing plates from same material as door face sheets.
- E. Hollow metal panels, where required, shall be the same construction as the hollow metal door. Provide 14 gauge flat astragal welded to transom panel.

2.03 HOLLOW METAL FRAMES

- A. Hollow metal frames shall comply with the following requirements:
 - 1. Exterior Frames:
 - a. Classification, ANSI A250.8: Level 4
 - b. Steel: Commercial Steel (CS), Type B, thickness: 0.067" (14 ga.), coating designation A60 (ZF180) or G60 (A180)
- B. All frames shall be face welded per ANSI/SDI A250.8.
 - 1. The joint between the head and jamb face shall be completely arc welded along their length either internally or externally.
 - 2. Face joints shall be ground and finished smooth and flush with no visible seams. Face joints at meeting mullions or between mullions and other frame members shall be completely arc welded externally, ground, and finished smooth.
- C. Provide anchors to suit wall conditions at each jamb. Floor anchors shall be securely welded inside each jamb for floor anchorage. All frames shall be provided with a steel spreader temporarily attached to the feet of both jambs to serve as a brace during shipping and handling.
- D. Hardware Reinforcement: Fabricate according to ANSI/SDI A250.6 with reinforcing plates from same material as frames.
 - 1. Provide plaster guard at all hardware mortises.
- E. Provide rough-in boxes for electrical devices mounted on door frames. Refer to electrical drawings and hardware schedule.
- F. Loose glazing stops shall be not less than 20 gauge cold rolled steel, butted at corner joints and secured for frames with countersunk screws.

2.04 FINISH

- A. After fabrication, all tool marks and surface imperfections shall be dressed, filled, and sanded as required to make all exposed surfaces smooth, level and free of all irregularities. Doors and frames shall then be chemically treated to ensure maximum paint adhesion and shall be coated on all accessible surfaces with a rust-inhibiting primer which is fully cured before shipment.
- B. All inside surfaces shall be thoroughly cleaned and coated with a rust-inhibiting paint before fabrication.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Examine roughing-in for embedded and built-in anchors to verify actual locations before frame installation.

3.02 PREPARATION

- A. Remove welded-in shipping spreaders installed at factory. Restore exposed finish by grinding, filling, and dressing, as required to make repaired area smooth, flush, and invisible on exposed faces.
- B. Prior to installation, adjust and securely brace welded hollow metal frames for squareness, alignment, twist, and plumbness.
- C. Drill and tap doors and frames to receive non-templated, mortised and surface-mounted door hardware.

3.03 INSTALLATION

- A. General: Install hollow metal work plumb, rigid, properly aligned, and securely fastened in place; comply with Drawings and manufacturer's written instructions.
- B. Hollow Metal Frames: Install hollow metal frames of size and profile indicated. Comply with ANSI/SDI A250.11.
 - 1. Set frames accurately in position, plumbed, aligned, and braced securely until permanent anchors are set. After wall construction is complete, remove temporary braces, leaving surfaces smooth and undamaged.
 - a. At fire-protection-rated openings, install frames according to NFPA 80.
 - b. Install frames with removable glazing stops located on secure side of opening.
 - c. Install door silencers in frames before grouting.
 - d. Remove temporary braces necessary for installation only after frames have been properly set and secured.
 - e. Check plumbness, squareness, and twist of frames as walls are constructed. Shim as necessary to comply with installation tolerances.
 - f. Field apply bituminous coating to backs of frames that are filled with grout containing antifreezing agents.

2. Floor Anchors: Provide floor anchors for each jamb and mullion that extends to floor, and secure with post-installed expansion anchors.
 - a. Floor anchors may be set with power-actuated fasteners instead of post-installed expansion anchors if so indicated and approved on Shop Drawings.
 3. In-Place Concrete or Masonry Construction: Secure frames in place with post-installed expansion anchors. Countersink anchors, and fill and make smooth, flush, and invisible on exposed faces.
 4. Installation Tolerances: Adjust hollow metal door frames for squareness, alignment, twist, and plumb to the following tolerances:
 - a. Squareness: Plus or minus 1/16", measured at door rabbet on a line 90 degrees from jamb perpendicular to frame head.
 - b. Alignment: Plus or minus 1/16", measured at jambs on a horizontal line parallel to plane of wall.
 - c. Twist: Plus or minus 1/16", measured at opposite face corners of jambs on parallel lines, and perpendicular to plane of wall.
 - d. Plumbness: Plus or minus 1/16", measured at jambs at floor.
- C. Hollow Metal Doors: Fit hollow metal doors accurately in frames, within clearances specified below. Shim as necessary.
1. Non-Fire-Rated Standard Steel Doors:
 - a. Jambs and Head: 1/8" plus or minus 1/16".
 - b. Between Edges of Pairs of Doors: 1/8" plus or minus 1/16".
 - c. Between Bottom of Door and Top of Threshold: Maximum 3/8".
 - d. Between Bottom of Door and Top of Finish Floor (No Threshold): Maximum 3/4".

3.04 ADJUSTING AND CLEANING

- A. Final Adjustments: Check and readjust operating hardware items immediately before final inspection. Leave work in complete and proper operating condition. Remove and replace defective work, including hollow metal work that is warped, bowed, or otherwise unacceptable.
- B. Remove grout and other bonding material from hollow metal work immediately after installation.
- C. Prime-Coat Touchup: Immediately after erection, sand smooth rusted or damaged areas of prime coat and apply touchup of compatible air-drying, rust-inhibitive primer.
- D. Metallic-Coated Surfaces: Clean abraded areas and repair with galvanizing repair paint according to manufacturer's written instructions.

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SECTION 08 71 00

DOOR HARDWARE

PART 1 GENERAL

1.01 WORK INCLUDED

- A. Furnish finish hardware.

1.02 RELATED WORK

- A. Section 06 10 00 - Installation of Hardware
- B. Section 08 11 13 - Hollow Metal Doors and Frames

1.03 QUALITY ASSURANCE

- A. It is the intent of this specification that the hardware supplier provide a complete set of hardware for each door, including attachment devices, adaptors and accessories required for proper function.
- B. The hardware supplier shall assist the Contractor with the coordination and adjustment of finished hardware.
- C. Prior to the start of hardware installation, a representative of the manufacturer or the hardware supplier who is familiar with the installation of the type of hardware furnished shall meet with the carpenters who will be installing the hardware to ensure that the carpenters know the correct installation procedures.

1.04 SUBMITTALS

- A. Hardware shall be submitted in accordance with the provisions of Division 01 for Shop Drawings.
- B. The hardware schedule shall be specific with respect to catalog numbers, finishes, template requirements, brackets, types of fastenings and locations. Each door opening shall receive a separate item number on the hardware schedule.
- C. Submit required templates to door and frame manufacturers to enable proper and accurate sizing and locations of hardware.

1.05 DELIVERY, HANDLING AND STORAGE

- A. Hardware shall be delivered to the Contractor at the job site completely packaged with all necessary screws, bolts, miscellaneous parts, instructions and installation templates. Each package shall be legibly and properly labeled, corresponding to the approved hardware schedule.

- B. Hardware shall be delivered to the Contractor by the hardware supplier, not via a direct factory shipment. All hardware will be checked in jointly by representatives of the Contractor and hardware supplier to avoid any discrepancies.
- C. All hardware shall be stored in a dry, secure area, in a manner to facilitate sorting, checking, and unpacking.

PART 2 PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

- A. Manufacturers named herein.

2.02 HINGES

- A. Acceptable Manufacturers:

- 1. Subject to compliance with specifications, acceptable manufacturers shall include, but not be limited to, the following:
 - a. Hager Hinge Company, St. Louis, Missouri
 - b. McKinney Mfg. Company, Scranton, Pennsylvania
 - c. PBB Inc., Ontario, California
 - d. The Stanley Works, New Britain, Connecticut

- B. Hinge Type:

- 1. All hinges shall be five-knuckle, full-mortise, ball-bearing, template type with non-rising pins, unless specified otherwise.
 - a. Doors shall have heavyweight hinges.
 - b. Exterior doors shall have heavyweight hinges with non-removable pins.

- C. Hinge Base Metal:

- 1. Exterior Hinges: Brass with stainless steel pin.

- D. Hinge Size:

- 1. Hinges shall be 4-1/2" x 4-1/2".
 - a. Provide wide throw hinges, where required, to clear jambs.

- E. Hinge Quantity:

- 1. Provide 1-1/2 pair of hinges for all doors.

2.03 LOCKSETS

- A. Locksets and latches shall be ML2000-Series, Mortise Locksets manufactured by Corbin Russwin Architectural Hardware, Berlin, Connecticut. Lever design shall be Lustra (LSA).
- B. Acceptable Manufacturers:
 - 1. Corbin Russwin Architectural Hardware, Berlin, Connecticut
 - 2. Sargent and Company, New Haven, Connecticut
 - 3. Schlage Lock Company, San Francisco, California
- C. Materials:
 - 1. The Contractor shall develop a key schedule with Owner and Architect prior to releasing the locks for manufacture.
 - a. Locks shall be keyed to existing master key system.
 - b. Furnish two (2) keys for each lock.
 - 2. Provide strike box for all locksets in hollow metal frames.
- D. Functions:
 - 1. Classroom - Latch bolt by lever either side unless outside lever is locked by key. Inside lever always free. (ANSI Function F84, F05 or F42.)

2.04 THRESHOLD

- A. Reese S483 A
- B. Thresholds shall be set in a continuous bead of sealant.

2.05 WEATHERSTRIPPING

- A. Reese 770C A

2.06 FINISH

- A. Unless noted otherwise, the finish of locksets, hinges and other plated items shall be BHMA 626.
- B. Items specified as stainless steel shall be finish BHMA 630.
- C. Items not available in the specified finish shall receive the closest available plated finish. If a plated finish is not available, finish shall be compatible paint finish.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Hardware shall be installed under Section 06 10 00.
- B. Mounting Heights: Locate hardware per ANSI/SDI A250.8 or at manufacturer's standard locations.
- C. Door edge protector, where required, shall be installed on the hinge side of the door.

3.02 HARDWARE SCHEDULE

- A. Group A:

- Classroom Function
 - 1-1/2 Pair Hinges
 - Weather Stripping
 - Threshold

SECTION 09 91 00

PAINTING

PART 1 GENERAL

1.01 WORK INCLUDED

- A. Furnish and apply all field applied paint finishes.

1.02 DEFINITIONS

- A. Coat: A layer of paint, varnish, lacquer, or other material applied, then allowed to dry. To back roll or apply a wet-on-wet film still constitutes a single coat.

1.03 DESCRIPTION OF THE WORK

- A. Unless specifically noted as being finished otherwise or specifically noted as unfinished, the painter shall paint or finish as specified all new exposed wood, plaster, gypsum board, concrete, lightweight concrete block, and metal surfaces on the interior and exterior of the project except anodized aluminum, bronze, copper, stainless steel, or plastic laminate surfaces.
- B. Remodeling Work
 - 1. Where remodeling work occurs in the existing building, all new work shall be painted in accordance with this specification. Extend new paint to natural break point such as room corner, column projection or door frame.
- C. All other material of any nature requiring painting shall be painted under this section in a professional manner using materials suitable for the location and character of the work and as approved by the Owner's representative. Any item not specifically covered in painting schedule shall be painted color of adjacent surface.

1.04 SUBMITTALS

- A. For each color and type of paint selected, submit two 8-1/2" x 11" draw downs on white smooth card stock with all prime and finish coats specified. Each succeeding layer of product shall be held back 1" and the layer labeled.
- B. For all products not listed on the Paint Products Schedule, submit the following:
 - 1. Manufacturer's specification sheet.
 - 2. Draw down applied in accordance with Paragraph A showing sheen for each product.
 - 3. Retail price per gallon.
 - 4. Contractor's purchase price per gallon.
 - 5. List of all proposed substitutions.

1.05 DELIVERY

- A. All material shall be delivered to the site in sealed, unbroken, original containers bearing the manufacturer's label. Label shall give manufacturer's name, brand, type of paint, and instructions for use.
- B. All materials shall be stored in a single place designated by the Architect. All soiled or used rags, waste and trash shall be removed from the building every night and every precaution taken to avoid the danger of fire. Latex paints must be stored at above freezing (32°F or 0°C) temperature.

1.06 JOB CONDITIONS

- A. Cleaning
 - 1. Areas to be painted shall be clean and free of dust and shall remain in that condition through the painting process.
- B. Environmental Requirements
 - 1. When surface temperature is below 50°F, do not apply paints, varnishes, or special coatings unless otherwise specified. Do not paint exteriors during frosty or rainy weather. Avoid painting surfaces while they are exposed to hot sun.
 - 2. Do not apply paint to areas where dust is being generated.
- C. Protection
 - 1. Protect all work performed under this section at all times and protect all adjacent work and materials by suitable covering or other method during progress of the work.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Interior Paints:
 - 1. Latex Primer
 - a. Diamond Vogel: Posi-Prime Interior Latex Primer/Sealer
 - b. Hallman Lindsay: Wall Prep Pro Wall Primer 227
 - c. Sherwin Williams: ProMar 200 Zero VOC Interior Latex Primer B28W2600
 - 2. Latex Enamel Topcoat
 - a. Diamond Vogel: Zero Plus 0 VOC Interior Latex Eggshell Enamel
 - b. Hallman Lindsay: 270 Wonderkote Latex Eggshell Enamel
 - c. Sherwin Williams: ProMar 200 Zero VOC Interior Latex Eg-Shel B20-2600 Series

3. Block Filler
 - a. Diamond Vogel: Dia-Pro Acrylic Block Filler
 - b. Hallman Lindsay: 184 Block Kote
 - c. Sherwin Williams: PrepRite Block Filler B25W25

4. Interior Metal Primer
 - a. Diamond Vogel: Vers-Acryl 200 Acrylic Maintenance Primer/Finish
 - b. Hallman Lindsay: Metalguard Acrylic Metal Primer/Finish 338
 - c. Sherwin Williams: Pro-Cryl Universal Primer B66-310

5. Interior Metal Topcoat
 - a. Diamond Vogel: Vers-Acryl 203 Acrylic Maintenance Primer/Finish Mid-Sheen
 - b. Hallman Lindsay: Duratech 100% Acrylic Satin Enamel 318
 - c. Sherwin Williams: Sher-Cryl High Performance Acrylic B66-350 Series

- B. Exterior Paints:
 1. Exterior Metal Primer
 - a. Diamond Vogel: Fimium DTM-AT Gloss Acrylic
 - b. Diamond Vogel: Vers – Acryl 300 Acrylic DTM Primer
 - b. Hallman Lindsay: METAIGUARD 338 Premium Acrylic DTM Primer/Finish
 - c. Sherwin Williams: Pro-Cryl Universal Acrylic Primer B66-1300 Series

 2. Exterior Metal Topcoat
 - a. Diamond Vogel: Fimium DTM-AT Gloss Acrylic
 - b. Diamond Vogel: Vers – Acryl 222 Acrylic Maintenance Finish
 - c. Hallman Lindsay: METALGUARD 338 Premium Acrylic DTM Primer/Finish or DURATECH 318 Premium 100% Acrylic INT/EXT Satin Enamel
 - c. Sherwin Williams: Pro Industrial Acrolon 100 Waterbased Urethane B65-700 Series

- C. Products used shall be as listed above. Where no product is listed, the manufacturer shall provide cross comparisons to specified products for the Owner's approval.

- D. Where no product is listed, material shall be the manufacturer's best grade. Basic painting materials, such as linseed oil, shellac, turpentine, thinners, driers, etc., shall be pure and of highest quality.

- E. Colorants shall be added by established formula and the paint thoroughly mixed by mechanical means prior to delivery to the site. Color may be added in the field only with the Owner's approval.
 1. Except as noted below, tint primer with one-half the required colorant.
 2. Refer to the manufacturer's recommendation for primer color when applying darker colors.

- F. Colors shall be as selected by the Owner. More than one color may be selected for any single room or location. Before any finishing is started, the Owner's representative will furnish the Contractor with a color schedule indicating the colors selected and the location where the various colors shall be applied.

PART 3 EXECUTION

3.01 INSPECTION

- A. Examine the work of others prior to the application of any paint or finishing material. If any surface to be finished cannot be put in proper condition for finishing by customary cleaning, sanding and puttying operations, notify the Contractor immediately in writing.
- B. Do not proceed with finishing until surface is acceptable. Application of paint or finish to the surface constitutes acceptance of the surface.

3.02 SURFACE PREPARATION

- A. General
 - 1. Surfaces to be painted shall be clean as well as floors and adjacent surfaces.
 - 2. Mildew, efflorescence, and all foreign material shall be removed from surfaces by appropriate methods.
- B. Metal
 - 1. Galvanized metal shall be cleaned with a strong solvent (Duosol, Xylol) before applying recommended primer.
 - 2. Ferrous metal shall be washed with mineral spirits to remove oil, grease, and dirt.

3.03 PREPARATION OF EXISTING PAINTED SURFACES

- A. Remove all loose, blistered, scaled or crazed finish to bare base material surface. Where new work joins existing work, prepare existing surfaces extending to the nearest break in the plane. Wash surfaces with T.S.P. and water or other solution as required.
 - 1. Remove all accumulated film of wax, oil, grease, smoke, or other foreign matter.
 - 2. After washing, rinse with potable water and let thoroughly dry.
- B. On existing high or semi-gloss interior work receiving gloss finishes, wash and rinse as noted above, then wipe with liquid de-glosser or other acceptable preparation material.

- C. In addition to the above cleaning, provide the following work:
 - 1. Existing Painted Ferrous Metal:
 - a. Sand rough edges of bare areas to featheredge at adjacent sound paint. Remove rust and loose paint to bare metal; solvent wash, then apply prime paint.
 - b. Remove rust and scale by scraping and wirebrushing. Clean all welds and abrade with power tool. Spot prime all areas at once.

3.04 APPLICATION

- A. Employ skilled mechanics to ensure the very best workmanship. Materials to be applied by craftsmen experienced in the use of the specific product involved.
- B. Apply paint in accordance with the manufacturer's directions: Use the techniques and applications best suited for the type of material being applied.
- C. Apply all material under adequate illumination. Spread evenly and flow on smoothly without runs or sags.
- D. All coats must be thoroughly dry before applying succeeding coats.

3.05 CLEANING AND TOUCH-UP

- A. Upon completion of the work, remove all paint and varnish spots from the floors, glass, and other surfaces. Remove from the premises all rubbish and accumulated material of whatever nature resulting from this work and leave work in clean, orderly, and acceptable condition.
- B. Repair all damages caused by the storage, mixing or misapplication of paint products.
- C. Do final touching up of all decorated surfaces of minor patched gypsum board, around pipe openings, electric fixture openings, and all parts of wood and metal finishing requiring a final touching up.
- D. Do not dispose of paint or solvents by pouring on the ground. Place in designated containers for proper disposal.

3.06 INTERIOR PAINTING SCHEDULE

- A. Concrete Block and Exposed Interior Poured-in-Place Concrete Walls
 - 1 coat Block Filler
 - 2 coats Latex Enamel Topcoat
- B. Existing Surfaces
 - Paint the same as new work except delete primer
 - Spot prime where necessary

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