



**Central County Transportation Authority**  
**Purchasing Division**  
 241 W. South Street  
 Kalamazoo, MI 49007  
 Phone: 269.337.8020  
 www.kmetro.com

**MANDATORY PRE-BID MEETING October 19, 2023 @ 11:00 a.m. Local Time**  
**Metro Transit, 530 N. Rose Street, Kalamazoo, MI 49007**

**INVITATION FOR BID (IFB)**

The Central County Transportation Authority is soliciting sealed bids for:

**PROJECT NAME: Metro Roof Replacement**

**BID REFERENCE #: 91066-035.0**

**IFB ISSUE DATE: October 6, 2023**

**BID DUE/ OPENING DATE: November 1, 2023 @ 3:30 PM Local Time**

*Facsimile Proposals Will Not Be Accepted*

**MAILING ADDRESS & INSTRUCTIONS**

**Mail to:**

Central County Transportation Authority  
 530 N. Rose Street  
 Kalamazoo, MI 49007

**Questions about this IFB should be directed to:**

Department Contact: Rob Branch  
 Deputy Director of Fleet and Facilities at  
[branchr@kmetro.com](mailto:branchr@kmetro.com), or (269) 337-8235

You are invited to submit a bid for this project. Specifications, terms, conditions, and instructions for submitting bids are contained herein. This Invitation for Bid with all pages, documents and attachments contained herein, or subsequently added to and made a part hereof, submitted as a fully and properly executed bid shall constitute the contract between the CCTA and the successful bidder when approved and accepted on behalf of the CCTA by an authorized official or agent of the CCTA. Please review the bid document as soon as possible and note the **DEADLINE FOR QUESTIONS** in the Instructions to Bidders.

All bidders shall complete and return the Bid and Award page(s) and submit all information requested herein in order for a bid to be responsive. The bid document shall be returned in its entirety, in a properly identified and sealed envelope to the Purchasing/Risk Management Division at the above address. **BIDS MUST BE RECEIVED BEFORE THE DUE DATE - LATE BIDS WILL NOT BE CONSIDERED.** The CCTA reserves the right to postpone the bid opening for its own convenience.

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**STATEMENT OF NO BID**

**NOTE: If you DO NOT intend to bid on this commodity or service, please complete and return this form immediately.** Your response will assist us in evaluating all responses for this important project and to improve our bid solicitation process.

The Purchasing Division of the CCTA wishes to keep its proposers list file up-to-date. If, for any reason you cannot supply the commodity/service noted in this bid solicitation, this form must be completed and returned to remain on the particular bid list for future projects of this type.

**If you do not respond to this inquiry within the time set for the bid opening date and time noted, we will assume that you can no longer supply this commodity/service, and your name will be removed from this bid list.**

- \_\_\_\_\_ Specifications too "tight", i.e. geared toward one brand or manufacturer only (explain below).
- \_\_\_\_\_ Specifications are unclear (explain below).
- \_\_\_\_\_ We are unable to meet specifications.
- \_\_\_\_\_ Insufficient time to respond to the Invitation for Bid.
- \_\_\_\_\_ Our schedule would not permit us to perform.
- \_\_\_\_\_ We are unable to meet bond requirements.
- \_\_\_\_\_ We are unable to meet insurance requirements.
- \_\_\_\_\_ We do not offer this product or service.
- \_\_\_\_\_ Remove us from your proposers list for this commodity or service.
- \_\_\_\_\_ Other (specify below).

REMARKS: \_\_\_\_\_  
\_\_\_\_\_

SIGNED: \_\_\_\_\_ NAME: \_\_\_\_\_  
(Type or Print)

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

FIRM NAME: \_\_\_\_\_  
(if any)

ADDRESS: \_\_\_\_\_  
(Street address) (City) (State) (Zip)

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_

**SECTION I**  
**INSTRUCTIONS TO BIDDERS**

1. **EXAMINATION OF BID DOCUMENT**-Before submitting a bid, bidders shall carefully examine the specifications and shall fully inform themselves as to all existing conditions and limitations. The bidder shall indicate in the bid the sum to cover the cost of all items included on the bid form.
2. **PREPARATION OF BID**-The bid shall be legibly prepared in ink or typed. If a unit price or extension already entered by the bidder on the Bid and Award form is to be altered, it shall be crossed out and the new unit price or extension entered above or below and initialed by the bidder with ink. The bid shall be legally signed and the complete address of the bidder given thereon.

All bids shall be tightly sealed in an envelope plainly marked SEALED BID and identified by project name, bid opening date and time. Bids opened by mistake, due to improper identification, will be so documented and resealed. The Purchasing Division will maintain and guarantee confidentiality of the contents until the specified opening date and time. Bids submitted electronically will not be accepted.

3. **EXPLANATION TO BIDDERS**-Any binding explanation desired by a bidder regarding the meaning or interpretation of the Invitation for Bids (IFB) and attachments must be requested in writing, **at least 5 business days before the bid opening** so a reply may reach all prospective bidders prior to the submission of bids. Any information given to a prospective bidder concerning the IFB will be furnished to all prospective bidders as an amendment or addendum to the IFB if such information would be prejudicial to uninformed bidders. Receipt of amendments or addenda by a bidder must be acknowledged in the bid by attachment, or by letter or fax received before the time set for opening of bids. Oral explanation or instructions given prior to the opening will not be binding.
4. **CASH DISCOUNTS**-Discount offered for payment of less than thirty (30) days will not be considered in evaluating bids for award. Offered discounts of less than thirty (30) days will be taken if payment is made within the discount period, even though not considered in evaluation of the bid.
5. **WITHDRAWAL OF BIDS**-Bids may be withdrawn in person by a bidder or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the exact time set for receipt of bid. No bid may be withdrawn for at least ninety (90) days after bid opening.
6. **ALTERNATE BIDS**-bidders are cautioned that any alternate bid, unless specifically requested or any changes, insertions or omissions to the terms and conditions, specifications or any other requirement of this IFB may be considered non-responsive, and at the option of the City, result in rejection of the alternate bid.
7. **LATE BIDS**-Any bid received at the office designated herein after the exact time specified for receipt will not be considered. (Note: The City reserves the right to consider bids that have been determined by the City to be received late due to mishandling by the City after receipt of the bid and no award has been made.)
8. **UNIT PRICES**-If there is a discrepancy between unit prices and their extension, unit prices shall prevail.

**9. BID SUBMITTAL-** Bidders can submit sealed bids in one of the following ways:

- 9.1. **Mail your bid**, to be received before the bid due date and time indicated in the bid document, to the City of Kalamazoo at the following address:

City of Kalamazoo  
Purchasing Division  
241 West South Street  
Kalamazoo, MI 49007

- 9.2. **Deliver your bid to City Hall In-Person** before the bid due date and time indicated in the bid document.

- 9.3. **Deliver your bid to the Treasurer’s Office Payment Drop Box** located in the northwest corner of City Hall (see photos below) before the bid due date and time indicated in the bid document.



1. Open drop box located at City Hall.



2. Insert SEALED BID here.



- 10. **BID TABULATIONS-** The Purchasing Division makes an effort to post bid tabulations to the City of Kalamazoo website within 24 hours after the bid opening date and time at: <https://www.kalamazoocity.org/bidopportunities>. However, in certain cases the posting of the bid tabulation may extend beyond the 24-hour window.

**SECTION II  
BID AND AWARD**

The undersigned having become thoroughly familiar with all of the bid/contract documents incorporated herein, the project site and the location conditions affecting the work, hereby proposes to perform everything required to be performed in strict conformity with the requirements of these documents, and to provide and furnish all the equipment, labor and materials necessary to complete in a professional manner the furnishing and installing of all of the following, meeting or exceeding the specifications as set forth herein for the prices as stated below.

**Metro Roof Replacement**

**Total Lump Sum Bid**

*Metro Roof Replacement* per specifications  
and drawings for 530 N Rose St

\$ \_\_\_\_\_

Guaranteed start of the project shall be **FOB CCTA**, \_\_\_\_ working days after receipt of notification of award. **The deadline for completion is 120 days after Notice to Proceed. See timeline section for specifics.**

Bidder shall provide all of the information as requested herein with their bid. **Failure to do so and/or failure to provide post-bid requested information may be cause for rejecting the bid as non-responsive.**

Delivery Address:  
**Metro Facility**  
**530 N. Rose Street**  
**Kalamazoo, MI 49007**

Proposer/Contractor has examined and carefully studied the bidding documents and attachments, and acknowledges receipt of the following addenda:

Addendum No: \_\_\_\_\_

Dated: \_\_\_\_\_

Proposer shall provide all of the information as requested herein with their bid. **Failure to do so and/or failure to provide post-bid requested information may be cause for rejecting the bid as non-responsive.**

By my signature below, I certify that the firm bidding on this contract, when making hiring decisions, does not use a past criminal conviction as a bar to or preclude a person with a criminal conviction from being considered for employment with the bidding firm unless otherwise precluded by federal or state law. I further certify that I have read and agree to be bound by the provisions of the CCTA's Non-Discrimination Clause found in Appendix A as updated by City Ordinance 1856.

Signed: \_\_\_\_\_ Name: \_\_\_\_\_

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

## Bidder's Form

(Please return this form with your bid submission.)

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_ Street City  
State Zip

Website: \_\_\_\_\_

Contact: \_\_\_\_\_ Name Title

Phone: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Fax: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Email: \_\_\_\_\_

Years in Business: \_\_\_\_\_

Number of Employees: \_\_\_\_\_

Annual Gross Receipts of your firm:

- under \$150,000
- \$150,001 to \$300,000
- \$300,001 to \$500,000
- \$500,001 and up

Special Status:

- DBE  Small Business

BLANK forms are NOT acceptable. If DBE subcontractor opportunities are available please fill out sections 1 thru 5. If no subcontractor opportunities available fill out section 6. SIGNATURES ARE REQUIRED.

**DBE PARTICIPATION FORM**

Separate information is required for each DBE subcontractor. This form may be duplicated as necessary.

1) DBE Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

2) Dollar amount awarded: \_\_\_\_\_

3) Description of work to be performed: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4) CONTRACTOR'S COMMITMENT TO USE DBE FIRM

\_\_\_\_\_ is committed to utilize the DBE contractor  
(Name of Contractor)  
in the manner and amount described on this form.

Dated \_\_\_\_\_  
\_\_\_\_\_  
(Authorized Signature)

5) DBE'S COMMITMENT TO PARTICIPATE

\_\_\_\_\_, as a DBE firm, is committed to perform  
(Name of subcontractor/supplier)  
the work as described above for the amount specified.

Dated \_\_\_\_\_  
\_\_\_\_\_  
(Authorized Signature)

6) NO SUBCONTRACT OPPORTUNITIES, AVAILABLE.

\_\_\_\_\_, has no subcontractor opportunities  
(Name of subcontractor/supplier)  
available for work to be performed.

Dated \_\_\_\_\_  
\_\_\_\_\_  
(Authorized Signature)

**DBE PARTICIPATION FORM**

**Instruction Diagram**

Separate information is required for each DBE subcontractor. This form may be duplicated as necessary.

DBE Firm Name: \_\_\_\_\_  
Sub contractor name and address

Address: \_\_\_\_\_

1) Dollar amount awarded: \_\_\_\_\_  
Amount awarded to Sub contractor

2) Description of work to be performed: \_\_\_\_\_  
Work description.

4. **CONTRACTOR’S COMMITMENT TO USE DBE FIRM** Prime contractor fills out.

\_\_\_\_\_ is committed to utilize the DBE contractor to  
(Name of Contractor)  
utilize the above named DBE subcontractor/supplier in the manner and amount described on this form.

Dated \_\_\_\_\_  
(Authorized Signature)

5. **DBE’S COMMITMENT TO PARTICIPATE** Sub contractor fills out.

\_\_\_\_\_ as a DBE firm, is committed to perform the  
(Name of subcontractor/supplier)  
work as described above for the amount specified.

Dated \_\_\_\_\_  
(Authorized Signature)

6. **NO SUBCONTRACT OPPORTUNITIES, AVAILABLE.** Prime contractor fills out.

\_\_\_\_\_, has no subcontractor opportunities  
(Name of subcontractor/supplier)  
available for work to be performed.

Dated \_\_\_\_\_  
(Authorized Signature)



**DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

As required by U.S. Department of Transportation regulations on Government and Suspension at 49 CFR 29.510, the Contractor certifies to the best of its knowledge and belief, that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
- (2) Have not within a three-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) transaction or contract under a public transaction; violation of Federal or state anti-trust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, state, or local) with the commission of any of the offenses listed in paragraph (2) of this certification.
- (4) Have not within a three-year period preceding this contract had one or more public transactions (Federal, state, or local) terminated for cause of default.

The contractor certifies that if it becomes aware of any later information that contradicts the statements of paragraphs (1) through (4) above, it will promptly inform FTA. Should the contractor be unable to certify to the statements of paragraphs (1) through (4) above, it shall acknowledge on its signature page and provide a written explanation to FTA.

---

Signature of Authorized Individual

---

Title

The certification must be attached and returned with any bid equal to or exceeding \$25,000.

**CERTIFICATION OF COMPLIANCE WITH FEDERAL CONTRACT CLAUSES**

As required by Federal Transit Administration Circular FTA C 4220.1F Third Party Contracting Guidance, Rev. 4, March 18, 2013, and all subsequent editions, as available on FTA’s website, [www.fta.dot.gov](http://www.fta.dot.gov) and <http://www.KMTS.org/about-metro/purchasing-info>

\_\_\_\_\_ acknowledges receipt of the Contract Clauses available  
(Vendor Name)

at <http://www.KMTS.org/about-metro/purchasing-info> and certifies compliance with all federal requirements for items and services being purchased by the CCTA.

\_\_\_\_\_  
VENDOR REPRESENTATIVE, TITLE

\_\_\_\_\_  
SIGNATURE (Vendor Representative)

\_\_\_\_\_  
Date

**BIDDERS QUESTIONNAIRE**

Please answer the following questions completely on this form.

1. Firm name: \_\_\_\_\_

2. Address and telephone number:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Established:      Year \_\_\_\_\_      State \_\_\_\_\_

4. Type of organization:  
    a. Individual: \_\_\_\_\_      b. Partnership: \_\_\_\_\_  
    c. Corporation: \_\_\_\_\_      d. Other: \_\_\_\_\_

5. State time frame from contract award to when project will be completed:  
\_\_\_\_\_  
\_\_\_\_\_

6. State length of time the workmanship will be under warranty:  
\_\_\_\_\_  
\_\_\_\_\_

7. Warranty Service will be provided by:  
Name and Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

8. Provide three current references.  
Agency Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person/Title: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Type of Service Provided: \_\_\_\_\_

**BIDDER’S QUESTIONNAIRE, continued.**

Agency Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person/Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Type of Service Provided: \_\_\_\_\_

Agency Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person/Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Type of Service Provided: \_\_\_\_\_

9. State any deviations from the specifications listed under Section III.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I hereby certify that all of the information provided is true and answered to the best of my ability.

Signed: \_\_\_\_\_ Name: \_\_\_\_\_  
Type or Print

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

I hereby state that all of the information I have provided is true, accurate and complete. I hereby state that I have the authority to submit this bid which will become a binding contract if accepted by the CCTA. I hereby state that I have not communicated with nor otherwise colluded with any other bidder, nor have I made any agreement with nor offered/accepted anything of value to/from an official or employee of the CCTA that would tend to destroy or hinder free competition.

The firm's identification information provided will be used by the CCTA for purchase orders, payment and other contractual purposes. If the contractual relationship is with, or the payment made to, another firm please provide a complete explanation on your letterhead and attach to your bid. Please provide for accounts payable purposes:

Tax Identification Number (Federal ID): \_\_\_\_\_

Remittance Address: \_\_\_\_\_

I hereby state that I have read, understand, and agree to be bound by all terms and conditions of this bid document.

SIGNED: \_\_\_\_\_ NAME: \_\_\_\_\_

(Type or Print)

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

FIRM NAME: \_\_\_\_\_  
(if any)

ADDRESS:

\_\_\_\_\_  
(Street address) (City) (State) (Zip)

PHONE: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

**FOR CCTA USE ONLY - DO NOT WRITE BELOW**

## SECTION III SPECIFICATONS AND REQUIREMENTS

### 1. SCOPE & SPECIFICATIONS

Removing select portions of the existing roof system, metal copings, flashing, roof hatch, and ladder and replacing with new tapered insulation, roof membrane, new safety roof hatch, safety ladders, roof access ladders, wood blocking, new roof edge metal. The project also consists of the lifting of one roof top mechanical unit to allow a new roof curb, roof and roof flashing below the unit. Several other roof top units and equipment are identified to be re-flashed and sealed watertight.

Specifications – See Attachment, Tower Pinkster Metro Roof Replacement Project Manual

### 2. COORDINATION:

2.1 TIME IS OF THE ESSENCE in respect to the work contemplated herein, and the Contractor agrees to do the work covered by the contract in conformity with the provisions set forth herein. Failure on the part of the Contractor to complete the work within the stated time he/she has set for and agreed to herein, shall constitute default by the Contractor. Regardless of any other provision of this contract, if Contractor fails to complete the work within the time, he/she has set forth and agreed to herein, the Contractor may be liable to the owners(s) for any damages incurred by the owner(s).

2.2 The Contractor shall supply the City with an agreeable work schedule before commencing work on this contract. This schedule shall detail beginning and completion dates for each major component of the project.

2.3 The Contractor shall coordinate and cooperate with all other contractors who may be working on the site in order to allow for the orderly progress of work being done.

2.4 The Contractor is required to keep the Project Manager fully informed of any proposed work that will tend to interfere with the existing operations at the site.

2.5 The Contractor shall schedule all work to accommodate the City's schedule. In the event Contractor's schedule falls on weekends, nights or overtime work is required, no additional compensation will be allowed. All work shall be part of this contract without regard to when it is done.

### 3. WARRANTY:

General Warranty: The special warranty specified in this Article shall not deprive the Owner of other rights the Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by the Contractor under requirements of the Contract Documents.

Special Warranty: Submit a written warranty, executed by the manufacturer of each item specified, agreeing to repair or replace vehicle washing equipment or their components that fail in materials or workmanship within the specified warranty period.

Warranty Period: 1 year from date of Substantial Completion.

In addition to the standard warranty the manufacturer shall perform a single planned maintenance inspection 3 months after start-up of the equipment; this inspection shall include labor, travel and lodging if applicable.

#### 4. TIMELINE:

**With the supply chain issues going on, please indicate the ETA for delivery after the Contract Award.** If you cannot deliver within **120 days after Contract Award notice**, please fill out the “Statement of No Bid” form included in this packet, stating this as the reason.

- 4.1 The selected Contractor and its subcontractors shall agree to ensure that disadvantaged businesses have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this Agreement. In that regard, all Contractors and subcontractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 as amended, to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts.
- 4.2 Where the Contractor is found to have failed to exert sufficient reasonable and good faith efforts to involved DBEs in the work provided, Kalamazoo Metro Transit may declare the Contractor noncompliant and in breach of contract.
- 4.3 The Contractor shall keep records and documents for a reasonable time following performance of this contract to indicate compliance with Kalamazoo Metro Transit’s DBE program. These records and documents will be made available at reasonable times and placed for inspection by an authorized representative of Kalamazoo Metro Transit and will be submitted to Kalamazoo Metro Transit upon request.
- 4.4 The contractor, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

#### 5. POST DUE DATE INFORMATION:

After receiving bids, the CCTA may request further information or clarification in selected areas. Requested information shall be provided by the proposer either in writing or by oral presentations at no additional cost to the CCTA.

#### 6. TERMS AND CONDITIONS:

The CCTA standard Terms and Conditions in Section V, which will become a part of the Invitation for bid, are attached for your information. It is expected that these terms and conditions will form any contract resulting from this Invitation for Bid. If any additional terms and conditions are proposed, they shall be submitted with the bid and will be considered during the selection process.

#### 7. MANDATORY PRE-BID MEETING:

**A mandatory pre-bid meeting has been scheduled for October 19, 2023, at 11:00 a.m. local time.** Prospective bidders will meet at CCTA Building, 530 North Rose Street, Kalamazoo, in the main board room and a tour of the facility will be included following the meeting.

#### 8. QUESTIONS:

Questions relative to the scope of work shall be addressed to Rob Branch (269) 337-8235 or [branchr@kmetro.com](mailto:branchr@kmetro.com). Questions relative to the submission requirements may be addressed to Nicole Kling, Buyer, at (269) 337-8746, or [klingn@kalamazoocity.org](mailto:klingn@kalamazoocity.org).

## SECTION IV INDEMNITY AND INSURANCE

Contractor, or any of their subcontractors, shall not commence work under this contract until they have obtained the insurance required under this paragraph, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan with a rating of A- or better from the A.M. Best Company. All coverage shall be with insurance carriers acceptable to the CCTA and be furnished within ten (10) days of Notice of Award.

The Contractor shall procure and maintain the following insurance coverage:

Workers' Compensation Insurance including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included and (E) XCU coverage if the nature of the contract requires XC or U work.

Automobile Liability including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000 per occurrence, combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

Additional Insured: Commercial General Liability and Automobile Liability, as described above, shall include an endorsement stating that the following shall be *Additional Insureds*: The CCTA, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed that by naming the CCTA as additional insured, coverage afforded is considered to be primary and any other insurance the CCTA may have in effect shall be considered secondary and/or excess.

To the fullest extent permitted by law the Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the CCTA, its elected and appointed officials, employees, agents and volunteers, and others working on behalf of the CCTA against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from the CCTA, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of, or is in any way connected or associated with this contract.

Cancellation Notice: All policies, as described above, shall include an endorsement stating that it is understood and agreed that thirty (30) days, or ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, **Non-Renewal, Reduction, and/or Material Change shall be sent to: CCTA, Purchasing Department, 241 W. South Street, Kalamazoo, MI 49007.**



**INDEMNITY AND INSURANCE  
*CONT***

Proof of Insurance Coverage: The Contractor shall provide the CCTA, at the time that the contracts are returned to the CCTA for execution, a copy of Certificates of Insurance as well as required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested for all coverage as listed above or within 10 days of Notice of Award.

If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and/or policies to CCTA at least ten (10) days prior to the expiration date.

Scope of Coverage: The above requirements and conditions shall not be interpreted to limit the liability of the Contractor under this Contract, but shall be interpreted to provide the greatest benefit to the CCTA and its officers and employees. The above listed coverages shall protect the Contractor, its employees, agents, representatives and subcontractors against claims arising out of the work performed. It shall be the Contractor's responsibility to provide similar insurance for each subcontractor or to provide evidence that each subcontractor carries such insurance in like amount prior to the time such subcontractor proceeds to perform under the contract.

## SECTION V TERMS AND CONDITIONS

### 1. AWARD OF CONTRACT

- A. The contract will be awarded to that responsible proposer whose bid, conforming to this solicitation, will be most advantageous to the CCTA according to the criteria outlined herein. The CCTA reserves the right to accept or reject any or all bids and waive informalities and minor irregularities in bids received. The award of this Contract shall be in its entirety to the Proposer determined to be most responsive and responsible.
- B. Notification of award will be in writing by the Purchasing Manager. Upon notification, the Consultant/ Professional Firm (hereinafter Firm) shall submit to the Purchasing Division all required insurance certificates (if required) and such other documentation as may be requested or required hereunder. Upon their receipt and subsequent approval by the CCTA, the Purchasing Manager will forward to the Firm a written **NOTICE TO PROCEED**. Work shall **NOT** be started until such **NOTICE TO PROCEED** is received by the Firm.
- C. Unilateral changes in bid prices by the proposer shall not be allowed. However, the CCTA, at its sole option, reserves the right to negotiate with proposers.

### 2. INVITATION FOR BID AS CONTRACT

Should modifications (after bid opening) NOT be necessary; this Invitation for Bid (IFB) will be executed as the contract. In the event modifications of any nature do occur, a separate agreement shall be negotiated containing mutually agreeable terms and conditions from this Invitation for Bids and any addenda.

### 3. SUBCONTRACTORS - NON-ASSIGNMENT

Proposers shall state in writing any and all sub-contractors to be associated with this bid, including the type of work to be performed. The Firm shall cooperate with the CCTA in meeting its commitments and goals with regard to maximum utilization of minority and women-owned business enterprises.

The Firm hereby agrees and understands that the contract resulting from this bid shall not be transferred, assigned or sublet without prior written consent of the CCTA.

### 4. TAXES

The CCTA is exempt from all federal excise tax and state sales and use taxes. However, depending upon the situation, the vendor or Firm may not be exempt from said taxes and the CCTA is making no representation as to any such exemption.

### 5. PAYMENTS

Unless otherwise specified by the CCTA in this bid, the Firm will be paid in not more than thirty (30) days after receipt of a properly executed invoice, the sum stipulated herein for service rendered and accepted. Payments are processed by the Budget and Accounting Division after receipt of an original invoice from the Firm and approval by the department.

**6. CHANGES AND/OR CONTRACT MODIFICATIONS**

The CCTA reserves the right to increase or decrease services or requirements, or make any changes necessary at any time during the term of this contract, or any negotiated extension thereof. Price adjustments due to any of the foregoing changes shall be negotiated and mutually agreed upon by the Firm and the CCTA.

Changes of any nature after contract award which reflect an increase or decrease in requirements or costs shall not be permitted without prior approval by the Purchasing Manager. CCTA Commission approval may also be required. **SUCH CHANGES, IF PERFORMED IN ADVANCE OF PURCHASING MANAGER APPROVAL, MAY BE SUBJECT TO DENIAL AND NON-PAYMENT.**

**7. LAWS, ORDINANCES AND REGULATIONS**

The Firm shall keep themselves fully informed of all local, state and federal laws, ordinances and regulations in any manner affecting those engaged or employed in the work and the equipment used. The Firm and/or employees shall, at all times, serve and comply with such laws, ordinances and regulations.

Any permits, licenses, certificates or fees required for the performance of the work shall be obtained and paid for by the Firm.

This contract shall be governed by the laws of the State of Michigan.

**8. RIGHT TO AUDIT**

The CCTA or its designee shall be entitled to audit all of the Firm's records, and shall be allowed to interview any of the Firm's employees, throughout the term of this contract and for a period of three years after final payment or longer if required by law to the extent necessary to adequately permit evaluation and verification of:

- A. Firm's compliance with contract requirements,
- B. Compliance with provisions for pricing change orders, invoices or claims submitted by the Firm or any of their payees.

**9. HOLD HARMLESS**

If the acts or omissions of the Contractor/Vendor or its employees, agents or officers, cause injury to person or property, the Contractor/Vendor shall defend, indemnify and save harmless the CCTA, its agents, officials, and employees against all claims, judgments, losses, damages, demands, and payments of any kind to persons or property to the extent occasioned from any claim or demand arising therefrom.

**10. DEFAULT**

The CCTA may at any time, by written notice to the Firm, terminate this contract and the Firm's right to proceed with the work, for just cause, which shall include, but is not limited to the following:

- A. Failure to provide insurance and bonds (when called for), in the exact amounts and within the time specified or any extension thereof.
- B. Failure to perform the services within the time specified herein, or any extension thereof.
- C. Failure to make progress if such failure endangers performance of the contract in accordance with its terms.
- D. Failure to perform in compliance with any provision of the contract.
- E. **Standard of Performance** - Firm guarantees to perform the services rendered herein in accordance with the accepted standards of the industry or industries concerned herein, except that if the specifications call for higher standards, then such higher standards shall be provided.

Upon notice by the CCTA of the Firm's failure to comply with such standards or to otherwise be in default of this contract in any manner following the Notice to Proceed, the Firm shall immediately remedy said defective performance in a manner acceptable to the CCTA. Should the Firm fail to immediately correct said defective performance, said failure shall be considered a breach of this contract and grounds for termination of the same by the CCTA.

In the event of any breach of this contract by the Firm, the Firm shall pay any cost to the CCTA caused by said breach including but not limited to the replacement cost of such services with another Firm.

The CCTA reserves the right to withhold any or all payments until any defects in performance have been satisfactorily corrected.

In the event the Firm is in breach of this contract in any manner, and such breach has not been satisfactorily corrected, the CCTA may bar the Firm from being awarded any future CCTA contracts.

- F. All remedies available to the CCTA herein are cumulative and the election of one remedy by the CCTA shall not be a waiver of any other remedy available to the CCTA, either listed in this contract or available by operation of law.

**11. INDEPENDENT CONTRACTOR**

At all times the Firm, any of its employees, or its sub-contractors, and their subsequent employees shall be considered independent contractors and not as CCTA employees. The Contractor shall exercise all supervisory control and general control over all workers' duties, payment of wages to Contractor's employees and the right to hire, fire and discipline their employees and workers. As an independent contractor, payment under this contract shall not be subject to any withholding for tax, social security or other purposes, nor shall the Contractor or its employees be entitled to CCTA paid sick leave, pension benefit, vacation, medical benefits, life insurance or workers' unemployment compensation or the like.

**12. CCTA'S RESPONSIBILITIES**

The CCTA agrees to provide full, reliable information regarding its requirements for the Project and, at its expense, shall furnish the information, surveys and reports, if any, as described in the specifications. In addition, the CCTA agrees to provide, at its expense and in a timely manner, the cooperation of its personnel and such additional information with respect to the Project as may be required from time to time, to be provided by the CCTA for the performance of the Firm's work.

**13. TERMINATION**

This Agreement may be terminated by either the CCTA or the Firm by giving written notice at least thirty (30) days prior to the date of termination.

- A. In the event of such termination by the Firm, the CCTA, together with any other remedies which are legally available, may withhold any subsequent payment due under this agreement until such time as the services required to be performed under this Agreement have been completed by the CCTA or another firm. In the event that the CCTA incurs additional expenses caused directly or indirectly by the termination of this Agreement, together with such other remedies as are legally available, the CCTA shall be entitled to deduct such expenses from any unpaid amount due to the Firm under this agreement.
- B. In the event of such termination by the CCTA, the CCTA shall pay the Firm for services and reimbursable expenses performed or incurred prior to the termination date plus all costs and expenses directly attributable to such termination for which the Firm is not otherwise compensated.

**14. NO WAIVER**

Either party's failure to insist on strict performance of any term or condition of the contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

**SECTION VI  
SPECIAL REQUIREMENTS**

**1. BID BOND/GUARANTEE**

The bid must be accompanied by a bid bond which shall not be less than five (5%) percent of the total amount of the bid. No bid will be considered unless it is accompanied by the required guarantee. The bid guarantee shall ensure the execution of the bid and award, and the furnishing of a performance bond and a labor and material bond (A and B below) by the successful bidder. (Contractors Note: A cashier's or certified check in lieu of a bid bond is **NOT** acceptable.)

**A. PERFORMANCE BOND**

A performance bond shall be furnished in the full amount of the contract ensuring the City of faithful performance of all the provisions of the contract, and the satisfactory performance of any equipment required hereunder. The bond shall also ensure CCTA against defective workmanship and/or materials.

**B. LABOR AND MATERIAL (PAYMENT) BOND**

A labor and material (payment) bond shall be furnished for the period covered by the contract, in the full amount of the contract for the protection of labor and material suppliers and sub-contractors.

Bonds shall be secured by a guaranty, or a surety company listed in the latest issue of the U.S. Treasury, circular 570, and licensed to do business in the State of Michigan, and written in favor of the Central County Transit Authority. The amount of such bonds shall be within the maximum amount specified for such company in said circular 570. The bonds shall be accompanied by a power of attorney showing authority of the bonding agent to sign such bonds on behalf of the guaranty or surety company. The cost of the bonds shall be borne by the Contractor.

Failure of the Contractor to supply the required bonds within ten (10) days after Notice of Award, or within such extended period as the Purchasing Agent may agree to, shall constitute a default and the Central County Transit Authority may either award this contract to the next lowest bidder or re-advertise for bids and may charge against the Contractor for the difference between the amount of the bid and the amount for which a contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid bond. If a more favorable bid is received by re-advertising, the defaulting bidder shall have no claim against the Central County Transit Authority for a refund.

**2. WAIVERS OF LIEN**

Upon completion of all work and request for final payment, the Contractor shall furnish a 100% waiver of lien from each supplier and sub-contractor covering all items of the work. Failure to supply waivers of lien for the entire job upon completion and final payment request will be considered grounds for withholding final payment.

**3. SUBCONTRACTORS**

- A. Contractors shall state on the Bid and Award page any and all subcontractors to be associated with their bid, including the type work to be performed. Any and all subcontractors shall be bound by all of the terms, conditions and requirements of the contract; however, the prime contractor shall be responsible for the performance of the total work requirements.
- B. The Contractor shall cooperate with the City of Kalamazoo in meeting its commitments and goals with regard to maximum utilization of minority and women business enterprise, and shall use its best efforts to ensure that minority and women business enterprises have maximum practicable opportunity to compete for subcontract work under this agreement.

**4. PREVAILING WAGES**

The successful bidder will be required to comply with Section 2-125 of the Code of Ordinances of the Central County Transit Authority regarding prevailing wages and Appendix B attached, incorporated herein by reference. Special note: This provision applies only to projects in excess of \$100,000 for City (\$2,000 federal) funded projects.

The Central County Transit Authority's requirements as it relates to prevailing wages includes a meeting with the CCTA's Purchasing Division **prior** to work and payroll and work monitoring during the duration of the contract. Please contact Purchasing at (269) 337-8020 if you have any questions regarding Davis-Bacon provisions.

**APPENDIX A**  
**NON-DISCRIMINATION CLAUSE FOR ALL CCTA CONTRACTS**

The Contractor agrees to comply with the Federal Civil Rights Act of 1964 as amended; the Federal Civil Rights Act of 1991 as amended; the Americans With Disabilities Act of 1990 as amended; the Elliott-Larson Civil Rights Act, Act No. 453, Public Act of 1976 as amended; the Michigan Handicappers Civil Rights Act, Act No. 220, Public Act of 1976 as amended, City Ordinance 1856 and all other applicable Federal and State laws. The Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability, family status, sexual orientation or gender identity that is unrelated to the individual's ability to perform the duties of the particular job or position. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability family status, sexual orientation or gender identity that is unrelated to the individuals ability to perform the duties of the particular job or position.
3. If requested by the CCTA, the Contractor shall furnish information regarding practices, policies and programs and employment statistics for the Contractor and subcontractors. The Contractor and subcontractors shall permit access to all books, records and accounts regarding employment practices by agents and representatives of the CCTA duly charged with investigative duties to assure compliance with this clause.
4. Breach of the covenants herein may be regarded as a material breach of the contract or purchasing agreement as provided in the Elliott-Larsen Civil Rights Act and City Ordinance 1856.
5. The Contractor will include or incorporate by reference the provisions of the foregoing paragraphs 1 through 4 in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission\* and will provide in every subcontract or purchase order that said provision will be binding upon each subcontractor or seller.
6. The Contractor will not preclude a person with a criminal conviction from being considered for employment unless otherwise precluded by federal or state law. (for contracts over \$25,000)

The Elliott-Larson Civil Rights Act, Sec. 202 of Act. No. 453 of 1976 reads in part as follows:

Sec. 202. (1) An employer shall not:

- (a) Fail or refuse to hire, or recruit, or discharge or otherwise discriminate against an individual with respect to employment, compensation, or a term condition or privilege of employment because of religion, race, color, national origin, age, sex, height, weight or marital status.
- (b) Limit, segregate or classify an employee or applicant for employment in a way which deprives or tends to deprive the employee or applicant of an employment opportunity or otherwise adversely affects the status of an employee or applicant because of religion, race, color, national origin, age, sex, height, weight or marital status.
- (c) Segregate, classify or otherwise discriminate against a person on the basis of sex with respect to a term, condition or privilege of employment, including a benefit plan or system.

\* Except for contracts entered into with parties employing less than three employees.





*FTA Requirements*

**Metro Roof Replacement  
Bid Reference #: 91066-035.0**

**APPENDIX A-1  
NONDISCRIMINATION**

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

- (1) Nondiscrimination – in accordance with Title VI of the Civil Rights Act, as amended, 42 USC subsection 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 USC subsection 6102, section 202 of the Americans with Disabilities Act of 1990, 42 USC subsection 12132, and Federal transit law at 49 USC subsection 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- (2) Equal Employment Opportunity – The following equal employment opportunity requirements apply to the underlying contract:
  - a. Race, Color, Creed, National Origin, Sec - In accordance with Title VII of the Civil Rights Act, as amended, 42 USC subsection 2000e and Federal transit laws at 49 USC subsection 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of the Department of Labor (USDOL) regulations. “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375,” Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 USC subsection 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are tested during employment, without regard to their race, color, creed, national origin, sex or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
  - b. Age – In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 USC subsections 623 and Federal transit law at 49 USC subsection 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
  - c. Disabilities – In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 USC subsection 12112, the Contractor agrees that it will comply with the requirements of the US Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements the FTA may issue.
- (3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

**APPENDIX B-1**  
**APPLICATION OF FEDERAL TRANSIT ADMINISTRATION**  
**REGULATIONS AND REQUIREMENTS**

To achieve compliance with changing Federal requirements, the City of Kalamazoo hereby includes notice that Federal requirements may change and the changed requirements will apply to this contract, as applicable, unless the Federal government determines otherwise.

The contractor also recognizes that the United States Environmental Protection Agency, Federal Highway Administration, and other agencies in the Federal Government have issued and are expected to issue regulations, guidelines, orders, or other requirements that may affect this contract. The Contractor acknowledges that other obligations relative to this contract involving Federal law may exist.

The City of Kalamazoo has agreed to include provision adequate to ensure compliance of participation entities with Federal requirements. The contractor agrees to include in its subcontracts for service under this contract provisions adequate to impose Federal requirements including those below:

**For all Contracts:**

**NOTICE OF FEDERAL REQUIREMENTS:** The contractor shall comply with the rules of 49 CFR Part 18, relative to third party contracts with the City of Kalamazoo, Uniform Administrative Requirements for Grants and Cooperative Agreements.

**INTEREST OF MEMBERS OR DELEGATES TO CONGRESS:** No member or delegate to the Congress of the United States shall be admitted to any share or part of this project or any benefit therefrom.

**ENERGY CONSERVATION REQUIREMENTS:** The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

**ACCESS TO RECORDS** (sole source or offer): The contractor agrees to provide the Metro Transit system, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309, or 5311. The contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to maintain all books, records, accounts, and reports required under this contract for a period of not less than three years, after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the Metro Transit System, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto. Reference 49 CFR 18.39(I)(11).

**CONTRACTS INVOLVING FEDERAL PRIVACY ACT REQUIREMENTS** (applies to the contractor and its employees that administer any system of records on behalf of the Federal Government under any contract. Specific attention is drawn to contractors administering drug and alcohol enforcement activities for FTA): (1) The contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. subsection 552a. Among other things, the contractor agrees to obtain the express consent of the Federal Government before the contractor or its employees operate a system of records on behalf of the Federal Government. The contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract. (2) The contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

**FEDERAL CHANGES:** Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (2) dated October, 1999) between the Metro Transit System, and the FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

**RECOVERED MATERIALS:** The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designed in Subpart B of 40 CFR Part 247.

**NO OBLIGATIONS BY THE FEDERAL GOVERNMENT:** (1) The Metro Transit System and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government or in approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract. (2) The contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS:** These provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1D, dated April 15, 1996, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Kalamazoo Metro Transit requests which would cause Kalamazoo Metro Transit to be in violation of the FTA terms and conditions.

**PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS:** (1) The contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. subsection 3801 et seq. And U.S. DOT regulations, Program Fraud Civil Remedies, 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assistance project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made a false, fictitious, or fraudulent claim, statement, submission, or certification, the

Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate. (2) The contractor also acknowledges that if it makes or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. subsection 5307, the Government reserves the right to impose the penalties of 18 U.S.C. subsection 1001 and 49 U.S.C. subsection 5307(n)(1) on the contractor, to the extent the Federal Government deems appropriate. (3) The contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clauses shall not be modified, except to identify the contractor who will be subject to the provisions.

**DISADVANTAGED BUSINESS ENTERPRISE PROVISION:** The Federal Fiscal Year goal has been set by Kalamazoo Metro Transit in an attempt to match projected procurements with available qualified disadvantaged businesses. Kalamazoo Metro Transit goals for budgeted service contracts, bus parts, and other material and supplies for Disadvantaged Business Enterprises have been established by Kalamazoo Metro Transit as set forth by the Department of Transportation Regulations 49 C.F.R. Part 23, March 31, 1980, and amended by Section 106(c) of the Surface Transportation Assistance Act of 1987, and is considered pertinent to any contract resulting from this solicitation.

- (1) Policy. It is the policy of the Department of Transportation and Kalamazoo Metro Transit that Disadvantaged Business Enterprises, as defined in 49 CFR Part 23, and as amended in Section 106(c) of the Surface Transportation and Uniform Relocation Assistance Act of 1987, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 23 and Section 106(c) of the STURRA of 1987, apply to this contract.

The Contractor agrees to ensure that DBEs as defined in 49 CFR Part 23 and Section 106(c) of the STURAA of 1987 have the maximum opportunity to participate in the whole or in part with federal funds provided under this Agreement. In this regard, the Contractor shall take all necessary and reasonable steps in accordance with the regulations to ensure that DBEs have the maximum opportunity to compete for and perform subcontracts. The contractor shall not discriminate on the basis of race, color, national origin, religion, sex, age, or physical handicap in the award and performance of subcontracts. It is further the policy of Kalamazoo metro Transit to promote the development and increase the participation of businesses owned and controlled by disadvantaged individuals. DBE involvement in all phases of Kalamazoo Metro Transit procurement activities are encouraged.

- (2) DBE obligation. The contractor and its subcontractors agree to ensure that disadvantaged businesses have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this Agreement. In that regard, all Contractors and subcontractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 as amended, to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts.
- (3) Where the contractor is found to have failed to exert sufficient reasonable and good faith efforts to involved DBEs in the work provided, Kalamazoo Metro Transit may declare the contractor noncompliant and in breach of contract.

- (4) The contractor will keep records and documents for a reasonable time following performance of this contract to indicate compliance with Kalamazoo Metro Transit's DBE program. These records and documents will be made available at reasonable times and placed for inspection by an authorized representative of Kalamazoo Metro Transit and will be submitted to Kalamazoo Metro Transit upon request.
- (5) Kalamazoo Metro Transit will provide affirmative assistance as may be reasonable and necessary to assist the prime contractor in implementing their programs for DBE participation. The assistance may include the following upon request: identification of a qualified DBE; available listing of minority assistance agencies; holding bid conferences to emphasize requirements.
- (6) Definitions:
- X Disadvantaged business: A small business concern which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it - OR - Which is at least 51 percent owned by one or more women, or in the case of public owned business, at least 51 percent of the stock of which is owned by one or more women; and, whose management and daily business operations are controlled by one or more women who own it.
  - X Small Business Concern: A small business, as defined by Section 3 of the Small Business Act and Appendix B - (Section 106(c)) Determinations of Business Size.
  - X Socially and economically disadvantaged individuals: Those individuals who are citizens of the United States or lawfully admitted permanent residents and who are black Americans, Hispanic Americans, native Americans, Asian-Pacific Americans, Asian-Indian Americans, or women, or any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to section 8(a) of the Small Business Act. Black Americans includes persons having origins in any of the Black racial groups of Africa; Hispanic Americans includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race; Native Americans includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians; Asian-Pacific Americans includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, and the Northern Marianas; Asian-Indian Americans includes persons whose origins are from India, Pakistan, and Bangladesh.

**TRANSIT EMPLOYEE PROTECTIVE PROVISIONS:** (1) The contractor agrees to comply with applicable transit employee protective requirements, as follows: (a) General Transit Employee Protective Requirements. To the extent that FTA determines that transit operations are involved, the contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. subsection 5333(b), and U.S. DOL guidelines at 29 CFR Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the US DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that US DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly

individuals and individuals with disabilities authorized by 49 U.S.C. subsection 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. subsection 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause. (b) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. subsection 5310(a)(2) for Elderly Individuals and Individuals with Disabilities. If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. subsection 5310(a)(2), and if the US Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. subsection 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, the contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. subsection 5333(b), US DOL guidelines at 29 CFR Part 215, and any amendments thereto. These terms and conditions are identified in the US DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that US DOL letter. (c) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. subsection 5311 in Nonurbanized areas. If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. subsection 5311, the contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the US Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implements by US DOL or any revision thereto. (2) The contractor also agrees to include any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by the FTA.

**ACCESS REQUIREMENTS FOR PERSONS WITH DISABILITIES:** The contractor agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA) as amended, 42 USC subsection 12101, et seq; Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC, subsection 794, 49 USC subsection 5301(d), and the following Federal regulations, as they relate to this contract:

- (1) United States Department of Transportation regulations, Transportation Services for Individuals with Disabilities (ADA), 49 CFR Part 37.
- (2) United States Department of Transportation regulations, Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefitting from Federal Financial Assistance, 49 CFR Part 27.
- (3) United States Department of Transportation regulations, Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles, 49 CFR Part 38.
- (4) United States Department of Justice regulations, Nondiscrimination on the Basis of Disability in State and Local Government Services, 28 CFR Part 35.
- (5) United States Department of Justice regulations, Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities, 28 CFR Part 36.
- (6) United States General Services Administration regulations Accommodations for the Physically Handicapped, 41 CFR Subparts 101-19.
- (7) United States Equal Employment Opportunity Commission, Regulations to Implement the Equal Employment Provisions of the ADA, 29 CFR Part 1630.

- (8) United States Federal Communications Commission regulations, Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled, 47 CFR Part 64, Subpart F.
- (9) Federal Transit Administration regulations, Transportation for Elderly and Handicapped Persons, 49 CFR Part 609.
- (10) Any implementing requirements FTA may issue.

**TERMINATION PROVISIONS** – If there is a conflict between the termination provisions of the terms and conditions and these FTA provisions, the FTA provisions prevail.

- a. Termination for Convenience – The City of Kalamazoo may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government’s best interest. The Contractor shall be paid its costs, including contract close-outs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the City of Kalamazoo to be paid the Contractor. If the Contractor has any property in its possession belonging to the City of Kalamazoo, the Contractor will account for the same, and dispose of it in the manner the City of Kalamazoo directs.
- b. Termination for Default (Breach or Cause) – If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City of Kalamazoo may terminate this contract for default. Termination shall be effective by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.  
If it is later determined by the City of Kalamazoo that the Contractor had an excusable reason for not performing, such as strike, flood, events which are not the fault of or are beyond the control of the Contractor, the City of Kalamazoo, after setting up a new delivery of performance schedule, may allow the Contractor to continue work or treat the termination as a termination for convenience.
- c. Opportunity to Cure – The City of Kalamazoo in its sole discretion may, in the case of a termination for breach or default, allow the Contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.  
If Contractor fails to remedy to the City of Kalamazoo’s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the established timeframe, the City of Kalamazoo shall have the right to terminate the Contract without any further obligation to the Contractor. Such termination for default shall not in any way operate to preclude the City of Kalamazoo from also pursuing all available remedies against the Contractor and its sureties for said breach or default.
- d. Waiver of Remedies for Any Breach – In the event that the City of Kalamazoo elects to waive its remedies for any breach by the Contractor of any covenant, term or condition of the Contract, such waiver by the City of Kalamazoo shall not limit the City of Kalamazoo’s remedies for any succeeding breach of that or of any other term, covenant or condition of this Contract.



**FLY AMERICA REQUIREMENTS** – The Contractor agrees to comply with 49 USC 40118 (the “Fly America” Act) in accordance with the General Services Administration’s regulations at 41 CFR Part 301-10, which provide the recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. Flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

**CARGO PREFERENCE REQUIREMENTS** - Use of United States Flag Vessels: (applies to anything transported by ocean vessels) The contractor agrees to a) use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b) furnish within 20 working days following the date of loading for shipments originating within the United States, or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rates, on-board commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the Metro Transit System; c) to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

**For Operational Contracts (excluding transportation services) in excess of \$2,500; rolling stock contracts; and, construction contracts over \$2,000 (in conjunction with the Davis-Bacon Act clauses set forth below).**

**CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:** Pursuant to Section 102 (Overtime):

- (1) **Overtime Requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) **Violation; liability for unpaid wages; liquidated damage.** In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) **Withholding for unpaid wages and liquidated damages.** The Kalamazoo Metro Transit System shall upon its own action or upon written request for an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.
- (5) **Special Provision of Section 102 Nonconstruction Contracts: Payroll and basic records.** (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing

apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- (6) **Section 107 (OSHA): (This section is applicable to construction contracts only) Contract Work Hours and Safety Standards Act -**
- (i) The Contractor agrees to comply with section 107 of the Contract Work Hours and Safety Standards Act, 40 USC section 333 and applicable DOL regulations. “Safety and Health Regulations for Construction” 29 CFR Part 1926. Among other things, the Contractor agrees that it will not require any laborer or mechanic to work in unsanitary, hazardous, or dangerous surroundings or working conditions.
  - (ii) Subcontracts – The Contractor also agrees to include the requirements of this section in each subcontract. The term “subcontract” under this section is considered to refer to a person who agrees to perform any part of the labor or material requirements of a contract for construction, alteration or repair. A person who undertakes to perform a portion of a contract involving the furnishing of supplies or materials will be considered a “subcontractor” under this section if the work in question involves the performance of construction work and is to be performed: (1) directly on or near the construction site, or (2) by the employer for a specific project on a customized basis. Thus, a supplier of materials which will become an integral part of the construction is a “subcontractor” if the supplier fabricates or assembles the goods or materials in question specifically for the construction project and the work involved may be said to be construction activity. If the goods or materials in question are ordinarily sold to other customers from regular inventory, the supplier is not a “subcontractor.” The requirements of this section do not apply to contracts or subcontracts for the purchase of supplies or materials or articles normally available on the open market.

**For Research Contracts:**

**PATENT AND RIGHTS IN DATA:** The following requirements apply to each contract involving experimental, developmental or research work:

- (1) The term “subject data” used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term subject data does not include financial reports, cost analyses, and similar information incidental to contract administration.
- (2) The following restrictions apply to all subject data first produced in the performance of the contract to which this attachment has been added:
  - (a) Except for its own internal use, Kalamazoo Metro Transit or the contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may Kalamazoo Metro Transit or contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.
  - (b) In accordance with 49 CFR subsection 18.34 and 49 CFR subsection 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for Federal Government purposes, any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, for Federal Government purposes, means use only for the direct purposes of the Federal Government. Without the copyright owner’s consent, the Federal Government may not extend its Federal license to any other party.
    1. Any subject data developed under that contract, whether or not a copyright has been obtained; and
    2. Any rights of copyright purchase by Kalamazoo Metro Transit or contractor using Federal assistance in whole or in part provided by FTA.
  - (c) When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA’s general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, Kalamazoo Metro Transit and the contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA’s license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptation of automatic data processing equipment or programs for which Kalamazoo Metro Transit or the contractor’s use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

- (d) Unless prohibited by state law, upon request by the Federal Government, Kalamazoo Metro Transit and the contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by Kalamazoo Metro Transit or the contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither Kalamazoo metro Transit nor the contractor shall be required to indemnify the Federal Government of any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.
  - (e) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
  - (f) Data developed by Kalamazoo Metro Transit or the contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that Kalamazoo Metro Transit or the contractor identifies that data in writing at the time of delivery of the contract work.
  - (g) Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.
- (3) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), Kalamazoo metro Transit and the contractor agree to take the necessary actions to provide through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements, 37 CFR Part 401.
- (4) The contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

**PATENT RIGHTS:** (1) General. If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, Kalamazoo Metro Transit and the contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified. (2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government, or state instrumentality, local government, nonprofit organization, institution of higher education, individual), Kalamazoo Metro Transit and the contractor agree to take the necessary actions to provide through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements, 37 CFR Part 401. (3) The contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

**For Operational Service Contracts:**

**DRUG AND ALCOHOL TESTING:** (Maintenance contractors and subcontractors -- these rules do not apply): The contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the Michigan Department of Transportation, or the Kalamazoo Metro Transit System to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Parts 653 and 654 and review the testing process. The contractor agrees further to certify annually its compliance with Parts 653 and 654 and to submit the Management Information System (MIS) reports before February 15th to the Metro Transit System Operations Supervisor. To certify compliance the contractor shall use the Substance Abuse Certifications in the Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements, which is published annually in the Federal Register.

**CHARTER BUS REQUIREMENTS:** The contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be incidental (i.e., must not interfere with or detract from the provision of mass transportation).

**SCHOOL BUS REQUIREMENTS:** Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

**Special Requirements for Construction Contracts**

**Prime Contractor Participation.** The prime contractor shall perform on the site with his own staff, work equivalent to at least ten percent of the total amount of construction work at the site. Only pay items of the construction contract will be used in computing the total amount of construction work at the site. The City may increase this minimum amount of prime contractor participation depending upon the degree of specialization or time to perform the work.

**Certified Payrolls Construction Project.** The City shall obtain from each contractor and subcontractor, a certified copy of each weekly payroll within seven days after the regular payroll date. Following a review by the City of compliance with State and Federal labor laws, the payroll copy shall be retained by the City for later review by FTA. A contractor may use the Department of Labor form WH-347, optional payroll form, which provides for all of the necessary payroll information and certifications. This Department of Labor form may be purchased at nominal cost from the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402. However, the contractor may use his own payroll form provided it includes the same information and certifications as the Department of Labor form WH-348 Statement of Compliance.

**Site Inspections.** The City shall have access to the site of construction and shall have the right to inspect all work.

**Project Signs.** The contractor shall erect at the site of construction, and maintain during construction, signs satisfactory to the Department of Transportation identifying the project and indicating that the Government is participating in the development of the project.

**Warranty of Construction.** For a period of one year from the date of completion as evidenced by the date of final acceptance of the work, the contractor warrants the work performed under this contract conforms to the contract requirements and is free of any defect of equipment, materials, or workmanship performed by the contractor or any other subcontractors or suppliers.

Under this warranty, the contractor shall remedy at his own expense any such failure to conform or any such defect. Nothing in the above intends or implies that this warranty shall apply to work which has been abused or neglected by the owner.

**Accessibility Requirements.** Construction projects shall comply with 41 CFR, Section 101-19.6, General Services Administration specifications on construction design for the physically disabled, and other mandates for accessibility as contained elsewhere in this specification or as may be implemented by the Federal Government.

**For Construction Contracts in Excess of \$2,000****DAVIS-BACON ACT****(1) Minimum wages.**

- (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers and mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill except as provided in 29 CFR part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- (ii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iii) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
- (iv) (A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:



- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - (2) The classification is utilized in the area by the construction industry; and
  - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (1)(iv) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (2) **Withholding.** The City of Kalamazoo shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the City of Kalamazoo may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violation have ceased.

## (3) Payrolls and basic records.

- (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated of the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- (ii)
  - (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the City of Kalamazoo for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.
  - (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of The persons employed under the contract and shall certify the following:
    - (1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR part 5 and that such information is correct and complete;
    - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3.



benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered as participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
  - (iii) Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
- (5) **Compliance with Copeland Act requirements**. The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.
  - (6) **Subcontracts**. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may be appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

- (7) **Contract termination:** debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- (8) **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (9) **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees of their representatives.
- (10) **Certification of eligibility.** (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (iii) The penalty for making false statement is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**For Contracts in Excess of \$100,000****BREACHES AND DISPUTE RESOLUTION:**

**DISPUTES:** Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the City of Kalamazoo. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the City Manager. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the City Manager shall be binding upon the Contractor and the Contractor shall abide by the decision.

**PERFORMANCE DURING DISPUTE:** Unless otherwise directed by the City of Kalamazoo, the Contractor shall continue performance under this Contract while matters in dispute are being resolved.

**CLAIMS FOR DAMAGES:** Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his/her employees, agent or others for who acts he/she is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

**REMEDIES:** Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City of Kalamazoo and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the City of Kalamazoo is located.

**RIGHTS AND REMEDIES:** The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City of Kalamazoo, Architect or Engineer, or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

**USE OF FACILITIES:** In contracts exceeding \$100,000, the use of facilities included on the EPA list of violating facilities is expressly prohibited, per the requirements contained at 49 CFR Part 15.

**CLEAN WATER REQUIREMENTS:** (1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will in turn report each violation as required to assure notification to FTA and the appropriate EPA Regional office. (2) The contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by the FTA.

**LOBBYING:** (Construction/A&E/Rolling Stock/Professional Service/Operational Service) Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the Metro Transit System.

**BUY AMERICA:** (Applicable to construction contracts; acquisition of goods or rolling stock (over \$100,000)): The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR Part 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchased (currently less than \$100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the Metro Transit System the appropriate Buy America certificate with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America Certification must be rejected as non-responsive. The requirement does not apply to lower tier subcontractors.

**SEISMIC SAFETY (applies to buildings - new construction or additions):** The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in the Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

**CLEAN AIR:** (1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 41 U.S.C. subsections 7401 *et seq.* The contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will in turn report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. (2) The contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

**For Contracts in Excess of \$25,000****CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

1. **By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.**
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Metro Transit System may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to Kalamazoo Metro Transit if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, persons, lower tier covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact Kalamazoo Metro Transit for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized in writing by Kalamazoo Metro Transit.
6. **The prospective lower tier participant further agrees by submitting this proposal that it will include the clause entitled Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.**
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determined the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.
8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, Kalamazoo Metro Transit may pursue available remedies including suspension and/or debarment.



**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Transactions**

- (1) The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its principals [as defined at 49 CFR subsection 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
  
- (2) When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**For Rolling Stock Procurement**

**BUS TESTING:** The contractor agrees to comply with 49 U.S.C., subsection 5323(c) and FTA's implementing regulation at 49 CFR Part 665 and shall perform the following: 1) a manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient at a point in the procurement process specified by the recipient which will be prior to the recipient's final acceptance of the first vehicle. 2) A manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public. 3) If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to recipient's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing. 4) If the manufacturer represents that the vehicle is grand fathered (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

**PRE-AWARD AND POST-DELIVERY AUDIT REQUIREMENTS:** The contractor agrees to comply with 49 U.S.C. subsection 5323(1) and FTA's implementing regulation at 49 CFR Part 663 and to submit the following certifications: 1) Buy America Requirements: The contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Bidder/Offeror certifies compliance with Buy America, it shall submit documentation which lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and 2) the location of the final assembly point for the rolling stock, including a description of activities that will take place at the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly. (2) Solicitation Specification Requirements: The contractor shall submit evidence that it will be capable of meeting the bid specifications. (3) Federal Motor Vehicle Safety Standards (FMVSS): The contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

**Special Requirements for Vehicle Acquisition**

**Buy America.** In accordance with 49 CFR Part 661.13, the attached certification shall be completed and submitted with the bid in accordance with this part.

**Motor Vehicle Pollution.** 40 CFR Parts 84 and 85, Motor Vehicle Pollution Requirements, establish emission standards for vehicles, and are applicable to Federal contracts for vehicle acquisition.

**Safe Vehicles.** Contracts for vehicles must comply with 49 CFR Part 500, Motor Vehicle Safety Standards, which set forth requirements for delivery of safe vehicles.

**Accessible Vehicles.** Contractors must comply with 49 CFR Part 27, Elderly and Handicapped. This regulation implements Section 504 of the Rehabilitation Act of 1973, and outlines accessibility requirements. In the provision of accessible vehicles, the contractor shall also comply with the U.S. Department of Transportation regulations Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles, 49 CFR Part 38.

**BUY AMERICA CERTIFICATE (A)**

**Certification requirement for procurement of steel, iron, or manufactured projects:**

*Certificate of Compliance with 49 CFR U.S.C. 5323(j)(1)*

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company \_\_\_\_\_

Title \_\_\_\_\_

*Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)*

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1), but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(B) or (j)(2)(D) and the regulations in 49 CFR 661.7.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company \_\_\_\_\_

Title \_\_\_\_\_

**BUY AMERICA CERTIFICATE (B)**

**Certification requirement for procurement of buses, other rolling stock and assorted equipment.**

*Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C)*

The bidder or offeror hereby certifies that it will comply with the requirements of 49 CFR U.S.C. 5323(j)(2)(C) and the regulations at 49 CFR Part 661.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company \_\_\_\_\_

Title \_\_\_\_\_

*Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)*

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 CFR U.S.C. 5323(j)(2)(C), but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(B) or (j)(2)(D) and the regulations at 49 CFR Part 661.7.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company \_\_\_\_\_

Title \_\_\_\_\_

**CERTIFICATION OF COMPLIANCE WITH  
FTA'S BUS TESTING REQUIREMENTS**

The undersigned certifies that the vehicle offered in this procurement complies with 49 U.S.C. subsection 5323(c) and FTA's implementing regulation at 49 CFR Part 665.

The undersigned understand that misrepresenting the testing status of a vehicle acquired with Federal financial assistance may subject the undersigned to civil penalties as outlined in the Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29.

**Certification requirement for procurement of buses, other rolling stock and assorted equipment.**

*Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C)*

The bidder or offeror hereby certifies that it will comply with the requirements of 49 CFR U.S.C. 5323(j)(2)(C) and the regulations at 49 CFR Part 661.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company \_\_\_\_\_

Title \_\_\_\_\_

**49 CFR PART 20--CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

*(To be submitted with each bid or offer exceeding \$100,000)*

The undersigned certifies to the best of his/her knowledge and belief, that: (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, or an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, Disclosure Form to Report Lobbying, in accordance with its instructions [as amended by Government wide Guidance for New Restrictions on Lobbying, 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified as 2 U.S.C. 1601 *et seq.*)] (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C., subsection 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. [Note: Pursuant to 31 U.S.C. subsection 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the contractor understands and agrees that the provisions of 31 U.S.C., subsection 3801, *et seq.*, apply to this certification and disclosure, if any.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company \_\_\_\_\_

Title \_\_\_\_\_

**DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

As required by U.S. Department of Transportation regulations on Government and Suspension at 49 CFR 29.510, the Contractor certifies to the best of its knowledge and belief, that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
- (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) transaction or contract under a public transaction; violation of Federal or state anti-trust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, state, or local) with the commission of any of the offenses listed in paragraph (2) of this certification.
- (4) Have not within a three-year period preceding this contract had one or more public transactions (Federal, state, or local) terminated for cause of default.

The contractor certifies that if it becomes aware of any later information that contradicts the statements of paragraphs (1) through (4) above, it will promptly inform FTA. Should the contractor be unable to certify to the statements of paragraphs (1) through (4) above, it shall acknowledge on its signature page and provide a written explanation to FTA.

\_\_\_\_\_  
Signature of Authorized Individual

\_\_\_\_\_  
Title

This certification must be attached and returned with any bid/proposal/offer exceeding \$100,000.

**APPEALS AND REMEDIES - FTA GRANT REQUIREMENTS****(A) PROTESTS****(1) *Right to Protest***

Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may file a written protest with the Purchasing Director. A protest with respect to an Invitation for Bids or Request for Proposal shall be submitted in writing prior to the opening of bids or the closing date of proposals, unless the aggrieved person did not know and would not have known of the facts giving rise to such protest prior to bid opening or the closing date for proposals. In all cases, the protest shall be submitted within ten (10) calendar days after receiving knowledge of the action about which the protest is being made.

**(2) *Stay of Procurement During Protests***

In the event of a timely protest, the Purchasing Director shall not proceed further with the solicitation or award of the contract until all administrative remedies have been exhausted or until the City Manager makes a determination on the record that the award of a contract without delay is necessary to protect substantial interests of the City.

**(3) *Notification of Granter Agency - Grant Funding***

If a procurement action which spends grant funding is subject to a protest, the grantor agency shall be notified in writing of such protest and any subsequent response made by the City or the challenging vendor.

**(4) *Decision of Purchasing Director***

The Purchasing Director shall issue a decision in writing within fourteen (14) calendar days after receipt of such protest or notice of other controversy. A copy of that decision shall be mailed, or otherwise furnished, to the aggrieved party and shall state the reasons for the action taken.

**(5) *Appeal***

The decision of the Purchasing Director shall be final and conclusive unless the aggrieved party files a written appeal with the Purchasing Director, addressed to the City Manager, within ten (10) calendar days after receipt of the Purchasing Director's decision.

**(6) *Decision of City Manager***

The City Manager shall issue a decision, in writing, within fourteen (14) calendar days after receipt of appeal unless the parties agree to a longer period. The decision of the City Manager shall be final and conclusive, and a copy of that decision shall be mailed, or otherwise furnished, to the aggrieved party and shall state the reasons for the action taken. In the absence of a decision by the City Manager within the time specified, the decision of the Purchasing Director shall stand.



**(B) CONTRACT CLAIMS****(1) *Decision of the Purchasing Director***

All claims by the contract against the City relating to a contractor, except bid protests, shall be submitted in writing to the Purchasing Director for a decision. The contractor may request a conference with the Purchasing Director on the claim. Claims include, without limitation, disputes arising under a contract and those based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission.

**(2) *Notice to the Contractor of the Purchasing Director's Decision***

The decision of the Purchasing Director shall be issued in writing within fourteen (14) calendar days after receipt of such protest, and shall be immediately mailed or otherwise furnished to the contractor. The decision shall state the reasons for the decision reached, and shall inform the contractor of its appeal rights.

**(3) *Finality of Purchasing Director's Decision: Contractor's Right to Appeal***

The Purchasing Director's decision shall be final and conclusive unless, within ten (10) calendar days from the date of receipt of the decision, the contractor mails or otherwise delivers a written appeal to the City Manager or commences an action in a court of competent jurisdiction.

**(4) *Decision of City Manager***

The City Manager shall issue a decision, in writing, within fourteen (14) calendar days after receipt of an appeal unless the parties agree to a longer period. The decision of the City Manager shall be final and conclusive and a copy of that decision shall be mailed, or otherwise furnished, to the aggrieved party, and shall state the reasons for the action taken. In the absence of a decision by the City Manager within the time specified, the decision of the Purchasing Director shall stand.



***PREVAILING WAGES***

**Metro Roof Replacement  
Bid Reference #: 91066-035.0**

"General Decision Number: MI20230087 09/08/2023

Superseded General Decision Number: MI20220087

State: Michigan

Construction Type: Building

County: Kalamazoo County in Michigan.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>. Executive Order 14026 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.</li> </ul>
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>. Executive Order 13658 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.</li> </ul>

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023
1	02/03/2023

2 04/14/2023  
 3 05/05/2023  
 4 07/21/2023  
 5 09/08/2023

\* ASBE0047-002 07/01/2023

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 36.62	19.78

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 BOIL0169-001 01/01/2021

	Rates	Fringes
BOILERMAKER.....	\$ 35.95	34.52

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 BRMI0009-031 08/01/2020

	Rates	Fringes
BRICKLAYER.....	\$ 31.01	20.36
TILE FINISHER.....	\$ 23.17	13.79
TILE SETTER.....	\$ 24.23	15.56

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 CARP0525-013 06/01/2021

	Rates	Fringes
CARPENTER (Including Acoustical Ceiling Installation, Drywall Hanging, Form Work, Metal Stud Installation & Scaffold Builder).....	\$ 25.94	20.59

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 CARP1102-001 06/01/2019

	Rates	Fringes
MILLWRIGHT.....	\$ 28.59	24.79

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 ELEC0131-001 06/01/2022

	Rates	Fringes
ELECTRICIAN Excludes Low Voltage Wiring.	\$ 37.66	8.95+27%

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 ENGI0324-002 06/01/2023

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 45.48	25.25
GROUP 2.....	\$ 42.18	25.25
GROUP 3.....	\$ 40.50	25.25
GROUP 4.....	\$ 37.82	25.25
GROUP 5.....	\$ 37.82	25.25
GROUP 6.....	\$ 31.96	25.25
GROUP 7.....	\$ 29.48	25.25

FOOTNOTES:

Crane operator with main boom and jib 300' or longer: \$1.50 per hour above the group 1 rate.

Crane operator with main boom and jib 400' or longer: \$3.00 per hour above the group 1 rate.

PAID HOLIDAYS: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Crane operator with main boom and jib 400', 300', or 220' or longer.

GROUP 2: Crane operator with main boom and jib 140' or longer, tower crane, gantry crane, whirley derrick

GROUP 3: Backhoe/Excavator/Trackhoe; Crane; Concrete Pump; Grader/Blade; Highlift; Hoist; Loader; Roller; Scraper; Stiff Leg Derrick; Trencher

GROUP 4: Bobcat/Skid Loader; Broom/Sweeper; Fork Truck (over 20' lift)

GROUP 5: Boom Truck (non-swinging)

GROUP 6: Fork Truck (20' lift and under for masonry work)

GROUP 7: Oiler

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IRON0025-005 06/01/2022

	Rates	Fringes
IRONWORKER (REINFORCING).....	\$ 31.43	34.77
IRONWORKER (STRUCTURAL).....	\$ 34.50	38.44

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LAB00355-022 06/01/2022

	Rates	Fringes
LABORER Common or General; Grade Checker; Mason Tender - Brick; Mason Tender - Cement/Concrete; Sandblaster.....	\$ 26.70	12.95
Pipelayer.....	\$ 20.34	12.85

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PAIN0312-002 06/01/2023

	Rates	Fringes
PAINTER: Brush and Roller.....	\$ 23.74	13.35
PAINTER: Drywall Finishing/Taping.....	\$ 23.74	13.35
PAINTER: Spray.....	\$ 26.18	15.86

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PLAS0016-003 04/01/2014

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 22.31	12.83

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PLUM0357-001 07/01/2020

Excluding Fort Custer

	Rates	Fringes
PIPEFITTER, Includes HVAC Pipe and Unit Installation.....	\$ 35.20	22.35
PLUMBER, Excludes HVAC Pipe and Unit Installation.....	\$ 35.20	22.35

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ROOF0070-002 06/01/2022

	Rates	Fringes
ROOFER.....	\$ 30.03	16.84

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SFMI0669-001 04/01/2023

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 40.48	25.22

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SHEE0007-010 05/01/2023

	Rates	Fringes
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 38.09	19.66

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\* SUMI2011-012 02/01/2011

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 18.48	7.93
LABORER: Landscape & Irrigation.....	\$ 10.38 **	0.50
OPERATOR: Bulldozer.....	\$ 19.68	6.64
OPERATOR: Tractor.....	\$ 19.10	8.48
SHEET METAL WORKER, Excludes HVAC Duct and Unit Installation.....	\$ 23.59	5.66
TRUCK DRIVER: Dump Truck.....	\$ 17.26	11.42
TRUCK DRIVER: Lowboy Truck.....	\$ 14.50 **	0.44
TRUCK DRIVER: Tractor Haul Truck.....	\$ 13.57 **	1.18

-----  
WELDERS - Receive rate prescribed for craft performing  
operation to which welding is incidental.

=====  
\*\* Workers in this classification may be entitled to a higher  
minimum wage under Executive Order 14026 (\$16.20) or 13658  
(\$12.15). Please see the Note at the top of the wage  
determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

-----

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and

non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

---

#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:



Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISIO"



## ***SPECIFICATIONS***

**Metro Roof Replacement  
Bid Reference #: 91066-035.0**

# **METRO ROOF REPLACEMENT**

## **PROJECT MANUAL**

SEPTEMBER 28, 2023

### **OWNER**

**CENTRAL COUNTY TRANSPORTATION AUTHORITY**  
530 NORTH ROSE STREET  
KALAMAZOO, MICHIGAN 49007

### **PROJECT NUMBER**

**Architect's Project No. 23176.00**

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NOT USED

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NOT USED

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NOT USED

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NOT USED

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NOT USED

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NOT USED

**DIVISION 12 — FURNISHINGS**

NOT USED

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NOT USED

**DIVISION 14 — CONVEYING EQUIPMENT**

NOT USED

**DIVISION 21 — FIRE SUPPRESSION**

NOT USED

**DIVISION 22 — PLUMBING**

NOT USED

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NOT USED

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NOT USED

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NOT USED

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NOT USED

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NOT USED

**DIVISION 31 — EARTHWORK**

NOT USED

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NOT USED

**DIVISION 33 — UTILITIES**

NOT USED

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## DOCUMENT 00 2600 - PROCUREMENT SUBSTITUTION PROCEDURES

### 1.1 DEFINITIONS

- A. Procurement Substitution Requests: Requests for changes in products, materials, equipment, and methods of construction from those indicated in the Procurement and Contracting Documents, submitted prior to receipt of bids.
- B. Substitution Requests: Requests for changes in products, materials, equipment, and methods of construction from those indicated in the Contract Documents, submitted following Contract award. See Section 01 2500 "Substitution Procedures" for conditions under which Substitution requests will be considered following Contract award.

### 1.2 QUALITY ASSURANCE

- A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.

### 1.3 PROCUREMENT SUBSTITUTIONS

- A. Procurement Substitutions, General: By submitting a bid, the Bidder represents that its bid is based on materials and equipment described in the Procurement and Contracting Documents, including Addenda. Bidders are encouraged to request approval of qualifying substitute materials and equipment when the Specifications Sections list materials and equipment by product or manufacturer name.
- B. Procurement Substitution Requests will be received and considered by Owner when the following conditions are satisfied, as determined by Architect; otherwise requests will be returned without action:
  - 1. Extensive revisions to the Contract Documents are not required.
  - 2. Proposed changes are in keeping with the general intent of the Contract Documents, including the level of quality of the Work represented by the requirements therein.
  - 3. The request is fully documented and properly submitted.

### 1.4 SUBMITTALS

- A. Procurement Substitution Request: Submit to Architect. Procurement Substitution Request must be made in writing in compliance with the following requirements:
  - 1. Requests for substitution of materials and equipment will be considered if received no later than 10 days prior to date of bid opening.
  - 2. Submittal Format: Submit each written Procurement Substitution Request, using form bound in Project Manual.
    - a. Identify the product or the fabrication or installation method to be replaced in each request. Include related Specifications Sections and drawing numbers.
    - b. Provide complete documentation on both the product specified and the proposed substitute, including the following information as appropriate:

- 1) Point-by-point comparison of specified and proposed substitute product data, fabrication drawings, and installation procedures.
  - 2) Copies of current, independent third-party test data of salient product or system characteristics.
  - 3) Samples where applicable or when requested by Architect.
  - 4) Detailed comparison of significant qualities of the proposed substitute with those of the Work specified. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
  - 5) Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
  - 6) Research reports, where applicable, evidencing compliance with building code in effect for Project, from ICC-ES.
  - 7) Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors, which will become necessary to accommodate the proposed substitute.
- c. Provide certification by manufacturer that the substitute proposed is equal to or superior to that required by the Procurement and Contracting Documents, and that its in-place performance will be equal to or superior to the product or equipment specified in the application indicated.
- d. Bidder, in submitting the Procurement Substitution Request, waives the right to additional payment or an extension of Contract Time because of the failure of the substitute to perform as represented in the Procurement Substitution Request.
- B. Architect's Action:
1. Architect may request additional information or documentation necessary for evaluation of the Procurement Substitution Request. Architect will notify all bidders of acceptance of the proposed substitute by means of an Addendum to the Procurement and Contracting Documents.
- C. Architect's approval of a substitute during bidding does not relieve Contractor of the responsibility to submit required shop drawings and to comply with all other requirements of the Contract Documents.

**END OF DOCUMENT 00 2600**

**SECTION 00 3100 - AVAILABLE PROJECT INFORMATION**

1.1 EXISTING REPORTS AND SURVEYS

A. ROOFING REPORT

B. A copy of a roofing report is included in this project manual.

1. Title: Roof Management Report – Central County Transportation Authority – Metro Building
2. Prepared by: Master Tech Roof Management

**END OF DOCUMENT 00 3100**

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**Management Report**



Central County Transportation Authority  
Kalamazoo Metro Transportation  
530 North Rose Street, Kalamazoo, MI

**Prepared For**  
**Central County Transportation Authority**

**Composition**

**Section:** Section 1  
**Size:** 43427  
**Overall Grade:** D  
  
**Inspection Date:** 03/05/2021  
**Inspector:** Mark Malone



Test cut 1  
Concrete (sloped)  
Vapor barrier  
1.75" Eps  
.5" Wood fiber  
Built up roof  
1.5" Polyiso  
Tpo

**Observations**

**Section:** Section 1  
**Size:** 43427  
**Overall Grade:** D  
  
**Inspection Date:** 03/05/2021  
**Inspector:** Mark Malone



Site Overview  
Section 1  
Composition  
Observations  
Section 2  
Section 3  
Deficiencies  
Section 4  
Summary  
Budget Matrix



Section 1  
Overview.



Section 1  
Overview.



Section 1  
Overview.



Section 1  
Overview.



**Composition**

**Section:** Section 2  
**Size:** 26244  
**Overall Grade:** D  
  
**Inspection Date:** 03/05/2021  
**Inspector:** Mark Malone



Test cut 1  
Concrete (sloped)  
Vapor barrier  
1.75" Eps  
. 5" wood fiber  
Built up roof  
1.5" Polyiso  
Tpo



**Observations**

**Section:** Section 2  
**Size:** 26244  
**Overall Grade:** D  
  
**Inspection Date:** 03/05/2021  
**Inspector:** Mark Malone



Site Overview  
Section 1  
Section 2  
Section 3  
Section 4  
Budget Matrix  
Summary



Section 2  
Overview.



Section 2  
Overview.



Section 2  
Overview.



Section 2  
Overview.

**Composition**

**Section:** Section 3  
**Size:** 6482  
**Overall Grade:** D  
  
**Inspection Date:** 03/05/2021  
**Inspector:** Mark Malone



Test cut 1  
Concrete (sloped)  
Vapor barrier  
1.75" Eps  
.5" wood fiber  
Built up roof  
1.5 " Polyiso  
Tpo



Test cut 2  
Concrete (sloped)  
Vapor barrier  
1.75" Eps  
.5" wood fiber  
Built up roof  
1.5" Polyiso  
Tpo



**Observations**

**Section:** Section 3  
**Size:** 6482  
**Overall Grade:** D  
  
**Inspection Date:** 03/05/2021  
**Inspector:** Mark Malone



Site Overview  
Section 1  
Section 2  
Section 3  
Composition  
Observations  
Section 4  
Budget Matrix  
Deficiencies  
Summary



Section 3  
Overview.



Section 3  
Overview.



Section 3  
Overview.



Section 3  
Overview.

**Composition**

**Section:** Section 4  
**Size:** 3902  
**Overall Grade:** B

**Inspection Date:** 03/05/2021  
**Inspector:** Mark Malone



Test cut 1  
Metal deck (sloped)  
2" Polyiso  
2" Polyiso  
2.75" Polyiso  
.5" Densdeck  
Mod/bit



**Observations**

**Section:** Section 4  
**Size:** 3902  
**Overall Grade:** B

**Inspection Date:** 03/05/2021  
**Inspector:** Mark Malone



Site Overview  
Section 1  
Section 2  
Section 3  
Section 4  
Competition  
Observers  
Defenders  
Summary  
Budget Matrix



Section 4  
Overview.



Section 4  
Overview.



Section 4  
Overview.



Section 4  
Overview.

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**SECTION 00 4325 - SUBSTITUTION DURING PROCUREMENT REQUEST FORM**

1.1 INTRODUCTORY INFORMATION

- A. Date: \_\_\_\_\_
- B. Requesting substitution of \_\_\_\_\_
- C. As specified in Section \_\_\_\_\_
- D. Requested Substitute Product: \_\_\_\_\_

1.2 SUBMITTING PARTY'S STATEMENT

- A. Circle "Y" for yes and "N" for no for each of the following statements and submit supporting data. Indicate impact for all statements below answered as no, with supporting data:
  - 1. [Y] [N] Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
  - 2. [Y] [N] Requested substitution does not require extensive revisions to the Contract Documents.
  - 3. [Y] [N] Requested substitution is consistent with the Contract Documents and will produce indicated results.
  - 4. [Y] [N] Substitution request is fully documented and properly submitted in accordance with "Product Substitution" and "Submittals" Articles in Division 01 Section "Product Requirements."
  - 5. [Y] [N] Requested substitution will not adversely affect Contractor's Construction Schedule.
  - 6. [Y] [N] Requested substitution has received necessary approvals of authorities having jurisdiction.
  - 7. [Y] [N] Requested substitution is compatible with other portions of the Work.
  - 8. [Y] [N] Requested substitution has been coordinated with other portions of the Work.
  - 9. [Y] [N] Requested substitution provides specified warranty.
- B. I hereby certify that the above statements are true.
- C. \_\_\_\_\_
- D. Submitter's signature

**END OF DOCUMENT 00 4325**

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**SECTION 00 6324 - BIM TRANSFER WAIVER**

**INTENT**

- A. This document amends and supplements the Digital Data Licensing Agreement AIA C106 - 2013 for requests for BIM Model from the Architect. All provisions which are not so amended or supplemented remain in full force and effect.
- B. At the request of the Contractor, subcontractor, lower-tier subcontractor, or material supplier, and receipt of signed copy of Digital Data Licensing Agreement AIA C106, the Architect will transmit or send BIM model(s) requested.

**C. MODIFICATIONS TO AIA C106**

**D. ARTICLE 3 – LICENSE CONDITIONS**

- E. Add the following clauses after the first sentence in Article 3:
  - 1. We make no representation as to the compatibility of these files with your hardware or your software beyond the specified release of the referenced specifications.
  - 2. Data contained on these electronic files are part of our instruments of service and shall not be used by you or anyone else receiving this data through or from you for any purpose other than as a convenience in the support of construction coordination for the referenced project. Any other use or reuse by you or by others will be at your sole risk and without liability or legal exposure to Tower Pinkster Titus Associates. You agree to make no claim and hereby waive, to the fullest extent permitted by law, any claim or cause of action of any nature against us, our officers, directors, employees, agents or subconsultants that may arise out of or in connection with your use of the electronic files.
  - 3. Furthermore, you shall, to the fullest extent permitted by law, indemnify and hold us harmless against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or resulting from your use of these electronic files.
  - 4. These electronic files are not construction documents. Differences may exist between these electronic files and corresponding hard-copy construction documents. We make no representation regarding the accuracy or completeness of the electronic files you receive. In the event that a conflict arises between the hard-copy construction documents prepared by us and the electronic files, the hard-copy construction documents shall govern. You are responsible for determining if any conflict exists. By your use of these electronic files, you are not relieved of your duty to fully comply with the contract documents, including, and without limitation, the need to check, confirm and coordinate all dimensions and details, take field measurements, verify field conditions and coordinate your work with that of other contractors for the project.
  - 5. Because information presented on the electronic files can be modified, unintentionally or otherwise, we reserve the right to remove all indicia of ownership and/or involvement from each electronic display.

**END OF DOCUMENT 00 6324**

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**SECTION 00 6325 - SUBSTITUTION DURING CONSTRUCTION REQUEST FORM**

1.1 INTRODUCTORY INFORMATION

- A. Date: \_\_\_\_\_
- B. Requesting substitution of \_\_\_\_\_
- C. As specified in Section \_\_\_\_\_
- D. Requested Substitute Product: \_\_\_\_\_

1.2 SUBMITTING PARTY'S STATEMENT

- A. Circle "Y" for yes and "N" for no for each of the following statements and submit supporting data. Indicate impact for all statements below answered as no, with supporting data:
  - 1. [Y] [N] Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
  - 2. [Y] [N] Requested substitution does not require extensive revisions to the Contract Documents.
  - 3. [Y] [N] Requested substitution is consistent with the Contract Documents and will produce indicated results.
  - 4. [Y] [N] Substitution request is fully documented and properly submitted in accordance with "Product Substitution" and "Submittals" Articles in Division 01 Section "Product Requirements."
  - 5. [Y] [N] Requested substitution will not adversely affect Contractor's Construction Schedule.
  - 6. [Y] [N] Requested substitution has received necessary approvals of authorities having jurisdiction.
  - 7. [Y] [N] Requested substitution is compatible with other portions of the Work.
  - 8. [Y] [N] Requested substitution has been coordinated with other portions of the Work.
  - 9. [Y] [N] Requested substitution provides specified warranty.
- B. I hereby certify that the above statements are true.
- C. \_\_\_\_\_
- D. Submitter's signature

1.3 CONTRACTOR'S STATEMENT

- A. I have reviewed this substitution request and am in agreement with the information presented and statements made. This proposal is complete, and there will be no further charges to the Owner as a result of the acceptance of this substitution.
- B. \_\_\_\_\_
- C. Contractor's signature

PROJECT NO. 23176.00  
METRO ROOF REPLACEMENT  
CENTRAL COUNTY TRANSPORTATION AUTHORITY

SUBSTITUTION DURING CONSTRUCTION REQUEST FORM  
00 6325 - 2  
SEPTEMBER 28, 2023

END OF DOCUMENT 00 6325

**SECTION 00 7200 - GENERAL CONDITIONS**

1.1 FORM OF GENERAL CONDITIONS

- A. AIA Document A201, General Conditions of the Contract for Construction, 2007 Edition, is the General Conditions between the Owner and Contractor.
- B. Refer to this document for pertinent information. Failure to consult this document shall not relieve the contractor of his obligations therein. Copies of this document may be viewed at the office of the Architect, and may be purchased at the following location:
  - a. AIA Michigan
  - b. 4219 Woodward Avenue
  - c. Detroit, MI 48201
  - d. (313) 965-4100

1.2 SUPPLEMENTARY CONDITIONS

- A. Refer to Document 00 7300 for amendments to these General Conditions.

**END OF DOCUMENT 00 7200**

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**SECTION 00 7300 - SUPPLEMENTARY CONDITIONS**

**INTENT**

- 1.1 These Supplementary Conditions amend and supplement the General Conditions AIA A201 - 2007 defined in Document 00 7200 and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.
- 1.2 The terms used in these Supplementary Conditions which are defined in the General Conditions have the meanings assigned to them in the General Conditions.
- A. MODIFICATIONS TO AIA A 201**
- B. ARTICLE 1 – GENERAL PROVISIONS**
- 1.3 1.1 BASIC DEFINITIONS
- 1.4 Make the following changes to subparagraph 1.1.1:
- A. 1.1.1 In the first sentence, replace the phrase "Conditions of the Contract" with the phrase "Contracting Requirements."
- 1.5 Add the following paragraph 1.1.9:
- A. 1.1.9 The Project Manual is a volume assembled for the Work which may include Procurement Requirements, Contracting Requirements, and Specifications.
- 1.6 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS
- 1.7 Add the following clause to Subparagraph 1.2.1
1. .1 Indicated results shall include those that can be reasonably inferred from the Contract Documents, whether expressly stated or not.
- 1.8 Add the following subparagraph to Paragraph 1.2:
- A. 1.2.4: In the case of an inconsistency between Drawings and Specifications, or within either Document not clarified by addendum, the better quality or greater quantity of Work shall be provided in accordance with the Architect's interpretation.

**B. ARTICLE 3 – CONTRACTOR**

1.9 3.4 LABOR AND MATERIALS

1.10 Add the following subparagraphs to Paragraph 3.4:

- A. 3.4.4: After the Contract has been executed, the Owner and the Architect will consider a formal request for the substitution of products in place of those specified only under the conditions set forth in the General Requirements of the Specifications (Division 01).
- B. 3.4.5: By making requests for substitutions based on Subparagraph 3.4.4 above, the Contractor:
1. .1 represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
  2. .2 represents that the Contractor will provide the same warranty for the substitution that the Contractor would for that specified;
  3. .3 certifies that the cost data presented is complete and includes all related costs under this Contract but excludes costs under separate Contracts, and excludes the Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and
  4. .4 will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.
- C. 3.4.6: Not later than 30 days from the Contract Date, the Contractor shall provide a list showing the name of the manufacturer proposed to be used for each of the principle products called for in the Specifications, and where applicable, the name of the installing Subcontractor.
1. .1 The Architect will promptly reply in writing to the Contractor stating whether the Owner or the Architect, after due investigation, has reasonable objection to any such proposal. If adequate data on any proposed manufacturer or installer is not available, the Architect may state that action will be deferred until the Contractor provides further data. Failure of the Owner or the Architect to reply promptly shall constitute notice of no reasonable objection. Failure to object to a manufacturer shall not constitute a waiver of any of the requirements of the Contract Documents, and all products furnished by the listed manufacturer must conform to such requirements.
- D. 3.4.7: The Owner's cost for Architect's services, at Architect's normal billing rates, for review of substitution requests shall be deducted from the Contract Amount regardless of Architect's recommendation of acceptance or rejection of the substitution.

1.11 3.6 TAXES

1.12 Add the following subparagraph to Paragraph 3.6:

- A. 3.6.2: The Owner is a nonprofit corporation and therefore is exempt from State Sales and Use Tax and Federal Excise Taxes. However, the Contractor is responsible for the payment of any tax obligation it may incur in connection with the Work of this Project.



1.13 3.12 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

- A. Add the following subparagraph 3.12.11 to Paragraph 3.12:
- B. 3.12.11: The Architect's review of Contractor's submittals will be limited to examination of an initial submittal and one (1) resubmittal. The Owner is entitled to obtain reimbursement from the Contractor for amounts paid to the Architect for evaluation of additional resubmittals.

1.14 3.18 INDEMNIFICATION

1.15 Make the following changes in Subparagraph 3.18.1:

- A. 3.18.1: In the first sentence, after the words ". . . or resulting from", insert the words "or in connection with". After the words "damage, loss or expense is", delete the phrase beginning with "attributable to . . ." and ending with ". . . regardless of whether or not such claim, damage, loss or expense is". In the second sentence, after the words ". . . of indemnity", insert the words "or contribution".

1.16 Add the following subparagraphs to Paragraph 3.18:

- A. 3.18.3 "Claims, damages, losses and expenses" as these words are used in this agreement shall be construed to include, but not be limited to (1) injury or damage consequent upon the failure of or use or misuse by the Contractor, his subcontractors, agents, servants or employees, of any hoist, rigging, blocking, scaffolding, or any and all other kinds of items of equipment, whether or not the same be owned, furnished or loaned by the Owner; and (2) all attorney's fees and costs incurred in bringing an action to enforce the provisions of this indemnity or any other indemnity contained in the General Conditions, as modified by the Supplementary Conditions.
- B. 3.18.4: Only to the extent prohibited by law, the obligations of the Contractor under this agreement shall not extend to the liability of the Owner, Architect, their agents or employees, arising out of their negligence.

**C. ARTICLE 4 – ARCHITECT**

1.17 4.1 GENERAL

1.18 Add the following clause to subparagraph 4.1.1:

- 1. .1: The terms Architect and Architect/Engineer as defined here and used in the Contract Documents shall mean Tower Pinkster Titus Associates, Inc.

1.19 4.2 ADMINISTRATION OF THE CONTRACT

1.20 Add the following clause 4.2.2.1 to subparagraph 4.2.2:

1. .1 The Owner's cost for Architect's services, at Architect's normal billing rates, for amounts paid to the Architect for site visits made necessary by the fault of the Contractor or by defects and deficiencies in the Work.

B. Add the following clause 4.2.7.1 to subparagraph 4.2.7

1. .1 In no case will the Architect's review period on any submittal be less than 14 days after receipt of the submittal from the Contractor.

1.21 Add the following clause 4.2.14.1 to subparagraph 4.2.14:

1. .1 The Owner's cost for Architect's services, at Architect's normal billing rates, in responding to requests of the Contractor shall be deducted from the Contract Amount if the intent of the documents is clear in the opinion of the Architect, or if the request for information contains a request for substitution.

**B. ARTICLE 7 – CHANGES IN THE WORK**

1.22 7.2 CHANGE ORDERS

1.23 Add the following Subparagraph 7.2.2:

A. 7.2.2: Adjustments to the Contract Sum shall be based on the Contractor's direct cost plus overhead and profit.

B. 7.2.3: Contractor's direct cost shall be determined in accordance with Subparagraph 7.3.6.

1. .1: All proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Where major cost items are Subcontracts, they shall be itemized also. In no case will a change involving more than \$100.00 be approved without such itemization.

C. 7.2.4: Combined overhead and profit included in the total cost to the Owner shall be based on the following schedule:

1. .1: For the Contractor, for Work performed by the Contractor's own forces, 15 percent of the cost.
2. .2: For the Contractor, for Work performed by the Contractor's Subcontractor, 5 percent of the amount due to the Subcontractor.
3. .3: For each Subcontractor or Sub-subcontractor involved, for Work performed by that Subcontractor or Sub-subcontractor's own forces, 15 percent of the cost.
4. .4: For each Subcontractor, for Work performed by the Subcontractor's Sub-subcontractor's, 5 percent of the amount due to the Sub subcontractor.

**D. ARTICLE 9 – PAYMENTS AND COMPLETION**

1.24 9.3 APPLICATIONS FOR PAYMENT

1.25 Add the following Clauses 9.3.1.3 and 9.3.1.4 to Subparagraph 9.3.1 of 9.3:

1. .3 Until the Work is 50 percent complete, the Owner will pay 90 percent of the amount due the Contractor on account of progress payments. At the time the work is 50 percent complete and thereafter, if the manner of completion of the Work and its progress are and remain satisfactory to the Architect and in the absence of other good and sufficient reasons, the Architect will (on presentation by the Contractor of Consent of Surety for each application) authorize any remaining partial payments to be paid in full.
2. .4 The full Contract retainage may be reinstated if the manner of completion of the Work and its progress do not remain satisfactory to the Architect (or if the Surety withholds its consent) or for other good and sufficient reasons.

1.26 Add the following Clause 9.3.1.3 to Subparagraph 9.3.1 of 9.3:

1. .3 Until the Work is Substantially Complete, the Owner will pay 90 percent of the amount due the Contractor on account of progress payments.

1.27 Add the following Paragraph 9.11 to Article 9:

1.28 9.11 LIQUIDATED DAMAGES

- A. 9.11.1 The Owner will suffer financial loss if the Project is not substantially complete on the date set forth in the Contract Documents. The Contractor and the Contractor's Surety, if any, shall be liable for and pay to the Owner the sums hereinafter stipulated as liquidated damages for each calendar day of delay until the Work is Substantially Complete: **<Insert amount in words>** Dollars (**\$<insert amount in numbers>**).

**B. ARTICLE 11 – INSURANCE AND BONDS**

1.29 11.1 CONTRACTOR'S LIABILITY INSURANCE

1.30 Add the following Clauses 11.1.1.9 and 11.1.1.10 to 11.1.1:

1. .9 Liability Insurance shall include all major divisions of coverage and be on a comprehensive basis including:
  - a. A. Premises Operations (including X, C, and U coverages as applicable).
  - b. B. Independent Contractor Protective.
  - c. C. Products and Completed Operations.
  - d. D. Personal Injury.
  - e. E. Contractual, including specified provision for Contractor's obligation under Par. 3.18.

- f. F. Owned, non-owned and hired motor vehicles.
- g. G. Broad Form Property Damage including Completed Operations.

2. .10 If the General Liability coverages are provided by a Commercial General Liability Policy on a claims-made basis, the policy date or Retroactive Date shall predate the Contract; the termination date of the policy or applicable extended reporting period shall be no earlier than the termination date of coverage required to be maintained after final payment, certified in accordance with Subparagraph 9.10.2.

1.31 Add the following Clause 11.1.2.1 to 11.1.2:

- 1. .1 The insurance required by Subparagraph 11.1.1 shall be written for not less than the following, or greater if required by law:
  - a. A. Commercial General Liability (including Premises-Operations; Independent Contractor's Protective; Products and Completed Operations; Broad Form Property Damage):
    - 1) 1) General Aggregate (Applied in total to this Project only) \$<insert \$\$>.00
    - 2) 2) Bodily Injury:
      - a) a. Each Occurrence \$<insert \$\$>.00
    - 3) 3) Products and Completed Operation to be maintained
    - 4) for one Year after final payment, aggregate \$<insert \$\$>.00
    - 5) 4) Personal Injury \$<insert \$\$>.00
    - 6) 5) Fire Damage (Any one fire) \$<insert \$\$>.00
    - 7) 6) Medical Expense (Any one person) \$<insert \$\$>.00
    - 8) 7) Property Damage Liability Insurance shall provide X, C, and U coverage.
    - 9) 8) Broad Form Property Damage Coverage shall include Completed Operations.
  - b. B. Business Auto Liability on Combined Single Limit or Occurrence Basis d (including owned, non-owned and hired vehicles):
    - 1) 1) Combined Single Limit Basis \$<insert \$\$>.00
  - c. C. Umbrella Excess Liability:
    - 1) 1) Each Occurrence \$<insert \$\$>.00
    - 2) 2) Aggregate \$<insert \$\$>.00
  - d. D. Worker's Compensation:
    - 1) 1) State Statutory
    - 2) 2) Applicable Federal Statutory
    - 3) 3) Employer Liability:
      - a) a. Each Accident \$<insert \$\$>.00
      - b) b. Disease - Policy Limit: \$<insert \$\$>.00
      - c) c. Disease - Each Employee: \$<insert \$\$>.00

1.32 Replace Paragraph 11.2 with the following:

1.33 11.2 OWNER'S LIABILITY INSURANCE

- A. 11.2.1 The Contractor shall provide Owner's Liability Insurance naming the Owner, Architect and the Architect's Consultants as additionally insured.
- B. 11.2.2 Owner's Liability Insurance shall not be for less than the following limits:

1. .1 Owner's Protective:
  - a. A. Bodily Injury:
    - 1) 1) Each Occurrence \$<insert \$\$>.00
    - 2) 2) Aggregate \$<insert \$\$>.00
  - b. B. Property Damage:
    - 1) 1) Each Occurrence \$<insert \$\$>.00
    - 2) 2) Aggregate \$<insert \$\$>.00

1.34 11.3 PROPERTY INSURANCE

1.35 Delete Clause 11.3.1.4 and substitute the following:

1. .4 The Contractor shall provide insurance coverage for portions of the Work stored off the site or in transit, after written approval of the Owner, at the value established in the approval when such portions of the Work are included in an Application for Payment under Subparagraph 9.3.2.

1.36 11.4 PERFORMANCE BOND AND PAYMENT BOND

1.37 Add the following Subparagraph 11.4.3:

- A. 11.4.3: The bond value requirements are as follows:
  1. .1 Provide a 100 percent Performance Bond on AIA A312.
  2. .2 Provide a 100 percent Payment Bond on AIA A312.
  3. .3 Deliver bonds within 3 days after execution of the Contract.

1.38 Add the following Article 16:

**A. ARTICLE 16 – EQUAL OPPORTUNITY**

1.39 16.1 CONTRACTOR'S EMPLOYMENT POLICY

- A. 16.1.1 The Contractor shall maintain policies of employment as follows:
  1. .1 The Contractor and its sub-contractors shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges or employment, or any matter directly or indirectly related to employment, because of race, color, religion, sex, national origin, or age. Breach of this covenant will be regarded as a material breach of the Contract.
  2. .2 The Contractor and all Subcontractors shall in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or age.

END OF DOCUMENT 00 7300

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**PROJECT NO. 23176.00  
METRO ROOF REPLACEMENT  
CENTRAL COUNTY TRANSPORTATION AUTHORITY**

**WAGE RATE REQUIREMENTS  
00 7343 - 1  
SEPTEMBER 28, 2023**

**SECTION 00 7343 - WAGE RATE REQUIREMENTS**

**1.1 PREVAILING WAGE REQUIREMENTS**

- A. Payment of a minimum of the prevailing wage rate is not a requirement of this project.

**END OF DOCUMENT 00 7343**

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**SECTION 01 1000 - SUMMARY**

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Phased construction.
4. Work under separate contracts.
5. Access to site.
6. Coordination with occupants.
7. Work restrictions.
8. Specification and drawing conventions.

B. Related Requirements:

1. Division 01 Section "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.2 PROJECT INFORMATION

A. Project Identification: Central County Transportation Authority – Metro Building

1. Project Location:

530 North Rose Street  
Kalamazoo, Michigan 49007

B. Owner:

Central County Transportation Authority  
530 North Rose Street  
Kalamazoo, Michigan 49007

C. Owner's Representative: Robert Branch – Deputy Director of Fleet and Facilities

D. Architect:

Tower Pinkster Titus Associates, Inc.  
242 E. Kalamazoo Avenue, Suite 200  
Kalamazoo, MI 49007

1.3 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work of Project is defined by the Contract Documents and consists of the following:

1. Removing select portions of the existing roof system, metal copings, flashing, roof hatch, and ladder and replacing with new tapered insulation, roof membrane, new safety roof hatch, safety ladders, roof access ladders, wood blocking, new roof edge metal. The project also consists of the lifting of one roof top mechanical unit to allow a new roof curb, roof and roof flashing below the unit. Several other roof top units and equipment are identified to be re-flashed and sealed water tight.
  - B. Type of Contract: Project will be constructed under a single prime contract.
- 1.4 ACCESS TO SITE
- A. General: Contractor shall have use of Project site for construction operations. All work shall be coordinated with the Owner.
- 1.5 COORDINATION WITH OCCUPANTS
- A. Full Owner Occupancy: Owner will occupy site and existing building(s) during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits unless otherwise indicated.
    1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and approval of authorities having jurisdiction.
    2. Notify Owner not less than 72 hours in advance of activities that will affect Owner's operations.
  - B. Owner Limited Occupancy of Completed Areas of Construction: Owner reserves the right to occupy and to place and install equipment in completed portions of the Work, prior to Substantial Completion of the Work, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and limited occupancy shall not constitute acceptance of the total Work.
    1. Architect will prepare a Certificate of Substantial Completion for each specific portion of the Work to be occupied prior to Owner acceptance of the completed Work.
    2. Obtain a Certificate of Occupancy from authorities having jurisdiction before limited Owner occupancy.
    3. Before limited Owner occupancy, mechanical and electrical systems shall be fully operational, and required tests and inspections shall be successfully completed. On occupancy, Owner will operate and maintain mechanical and electrical systems serving occupied portions of Work.
    4. On occupancy, Owner will assume responsibility for maintenance and custodial service for occupied portions of Work.
- 1.6 WORK RESTRICTIONS
- A. Work Restrictions, General: Comply with restrictions on construction operations.
    1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
  - B. On-Site Work Hours: Normal business working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday.

1. Adjustments to Normal business hours: As coordinated / approved by the Owner
  2. Weekend Hours: As scheduled with Owner.
  3. Hours for Utility Shutdowns: As scheduled with Owner.
- C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
1. Notify Owner not less than two days in advance of proposed utility interruptions.
  2. Obtain Owner's written permission before proceeding with utility interruptions.
- D. Nonsmoking Building: Smoking is not permitted within the building or within 25 feet (8 m) of entrances, operable windows, or outdoor-air intakes.
- E. Controlled Substances: Use of tobacco products and other controlled substances on Project site is not permitted.
- F. Employee Identification: Owner will provide identification tags for Contractor personnel working on Project site. Require personnel to use identification tags at all times.

#### 1.7 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
  2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
- C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
  2. Abbreviations: Materials and products are identified by abbreviations published as part of the U.S. National CAD Standard and scheduled on Drawings.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

**END OF SECTION 01 1000**

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## SECTION 01 2500 - SUBSTITUTION PROCEDURES

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for substitutions.
- B. Related Requirements:
  - 1. <Verify>Document 00 2600 "Procurement Substitution Procedures" for requirements for substitution requests prior to award of Contract.
  - 2. Section 01 2100 "Allowances" for products selected under an allowance.
  - 3. Section 01 2300 "Alternates" for products selected under an alternate.
  - 4. Section 01 6000 "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.

#### 1.2 DEFINITIONS

- A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
  - 1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
    - a. Unavailability due to failure to procure products in a timely manner does not constitute substitution for cause, and will be considered as substitution for convenience.
  - 2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantage to Contractor or Owner.

#### 1.3 ACTION SUBMITTALS

- A. Substitution Requests: Submit documentation identifying product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
  - 1. Substitution Request Form: Use form provided in Project Manual.
  - 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
    - a. Statement indicating why specified product or fabrication or installation method cannot be provided, if applicable.
    - b. Coordination of information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.
    - c. Detailed comparison of significant qualities of proposed substitutions with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes, such as performance, weight, size, durability, visual effect,

- sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
      - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
      - e. Samples, where applicable or requested.
      - f. Certificates and qualification data, where applicable or requested.
      - g. List of similar installations for completed projects, with project names and addresses as well as names and addresses of architects and owners.
      - h. Material test reports from a qualified testing agency, indicating and interpreting test results for compliance with requirements indicated.
      - i. Research reports evidencing compliance with building code in effect for Project, from ICC-ES.
      - j. Detailed comparison of Contractor's construction schedule using proposed substitutions with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
      - k. Cost information, including a proposal of change, if any, in the Contract Sum.
      - l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents, except as indicated in substitution request, is compatible with related materials and is appropriate for applications indicated.
      - m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
  - 3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
    - a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
    - b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.
- 1.4 QUALITY ASSURANCE
- A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.
- 1.5 PROCEDURES
- A. Coordination: Revise or adjust affected work as necessary to integrate work of the approved substitutions.
- 1.6 SUBSTITUTIONS
- A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.

1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
  - a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
  - b. <Double click to insert sustainable design text for requested substitution.>
  - c. Substitution request is fully documented and properly submitted.
  - d. Requested substitution will not adversely affect Contractor's construction schedule.
  - e. Requested substitution has received necessary approvals of authorities having jurisdiction.
  - f. Requested substitution is compatible with other portions of the Work.
  - g. Requested substitution has been coordinated with other portions of the Work.
  - h. Requested substitution provides specified warranty.
  - i. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
  
- B. Substitutions for Convenience: Architect will consider requests for substitution if received within 20 days after the Notice to Proceed. Requests received after that time may be considered or rejected at discretion of Architect.
  1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
    - a. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
    - b. Requested substitution does not require extensive revisions to the Contract Documents.
    - c. Requested substitution is consistent with the Contract Documents and will produce indicated results.
    - d. <Double click to insert sustainable design text for requested substitution.>
    - e. Substitution request is fully documented and properly submitted.
    - f. Requested substitution will not adversely affect Contractor's construction schedule.
    - g. Requested substitution has received necessary approvals of authorities having jurisdiction.
    - h. Requested substitution is compatible with other portions of the Work.
    - i. Requested substitution has been coordinated with other portions of the Work.
    - j. Requested substitution provides specified warranty.
    - k. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

**END OF SECTION 01 2500**

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## SECTION 01 2600 - CONTRACT MODIFICATION PROCEDURES

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Requirements:
  - 1. Division 01 Section "Substitution Procedures" for administrative procedures for handling requests for substitutions made after the Contract award.

#### 1.2 MINOR CHANGES IN THE WORK

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

#### 1.3 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests (Bulletins): Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
  - 1. Work Change Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.
  - 2. Within time specified in Proposal Request or 20 days, when not otherwise specified, after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
    - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
    - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
    - c. Include costs of labor and supervision directly attributable to the change.
    - d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
- B. Contractor-Initiated Work Change Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Architect.
  - 1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.

2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. Include costs of labor and supervision directly attributable to the change.
5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
6. Comply with requirements in Division 01 Section "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.

#### 1.4 ADMINISTRATIVE CHANGE ORDERS

- A. Unit-Price Adjustment: See Division 01 Section "Unit Prices" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect measured scope of unit-price work.

#### 1.5 CHANGE ORDER PROCEDURES

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

#### 1.6 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: Architect may issue a Construction Change Directive on AIA Document G714. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
  1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
  1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

**END OF SECTION 01 2600**

## SECTION 01 2900 - PAYMENT PROCEDURES

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Requirements:
  - 1. Division 01 Section "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
  - 2. Division 01 Section "Construction Progress Documentation" for administrative requirements governing the preparation and submittal of the Contractor's construction schedule.

#### 1.2 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.
  - 1. Coordinate line items in the schedule of values with other required administrative forms and schedules, including the following:
    - a. Application for Payment forms with continuation sheets.
    - b. Submittal schedule.
    - c. Items required to be indicated as separate activities in Contractor's construction schedule.
  - 2. Submit the schedule of values to Architect at earliest possible date but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
  - 3. Subschedules for Phased Work: Where the Work is separated into phases requiring separately phased payments, provide subschedules showing values coordinated with each phase of payment.
  - 4. Subschedules for Separate Elements of Work: Where the Contractor's construction schedule defines separate elements of the Work, provide subschedules showing values coordinated with each element.
- B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.
  - 1. Identification: Include the following Project identification on the schedule of values:
    - a. Project name and location.
    - b. Name of Architect.
    - c. Architect's project number.
    - d. Contractor's name and address.
    - e. Date of submittal.
  - 2. Arrange schedule of values consistent with format of AIA Document G703.
  - 3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with Project Manual table of contents.

Provide multiple line items for principal subcontract amounts in excess of five percent of the Contract Sum.

- a. Include separate line items under Contractor and principal subcontracts for Project closeout requirements in an amount totaling five percent of the Contract Sum and subcontract amount.
4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
5. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
  - a. Differentiate between items stored on-site and items stored off-site. If required, include evidence of insurance.
6. Provide separate line items in the schedule of values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
7. Each item in the schedule of values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
  - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the schedule of values or distributed as general overhead expense, at Contractor's option.
8. Schedule Updating: Update and resubmit the schedule of values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

### 1.3 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
  1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.
- C. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 as form for Applications for Payment.
- D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
  1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
  2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
  3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.

4. Indicate separate amounts for work being carried out under Owner-requested project acceleration.
- E. Transmittal: Submit a complete signed and notarized original PDF of each Application for Payment to the architect for certification. The application shall include waivers of lien and similar attachments if required. The architect will then send to the City of Kalamazoo for payment release.
- F. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from entities lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.
1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
  2. When an application shows completion of an item, submit conditional final or full waivers.
  3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
  4. Waiver Forms: Submit executed waivers of lien on forms acceptable to Owner.
- G. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. List of subcontractors.
  2. Schedule of values.
  3. Contractor's construction schedule (preliminary if not final).
  4. Products list (preliminary if not final).
  5. Schedule of unit prices.
  6. Submittal schedule (preliminary if not final).
  7. List of Contractor's staff assignments.
  8. List of Contractor's principal consultants.
  9. Copies of building permits.
  10. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
  11. Initial progress report.
  12. Report of preconstruction conference.
  13. Certificates of insurance and insurance policies.
  14. Performance and payment bonds.
  15. Data needed to acquire Owner's insurance.
- H. Application for Payment at Substantial Completion: After Architect issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
  2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- I. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.

2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
3. Updated final statement, accounting for final changes to the Contract Sum.
4. AIA Document G706-1994, "Contractor's Affidavit of Payment of Debts and Claims."
5. AIA Document G706A-1994, "Contractor's Affidavit of Release of Liens."
6. AIA Document G707-1994, "Consent of Surety to Final Payment."
7. Evidence that claims have been settled.
8. Final liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

**END OF SECTION 01 2900**

## SECTION 01 3100 - PROJECT MANAGEMENT AND COORDINATION

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
  - 1. General coordination procedures.
  - 2. Coordination drawings.
  - 3. Requests for Information (RFIs).
  - 4. Project meetings.
- B. Related Requirements:
  - 1. Division 01 Section "Construction Progress Documentation" for preparing and submitting Contractor's construction schedule.
  - 2. Division 01 Section "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
  - 3. Division 01 Section "Closeout Procedures" for coordinating closeout of the Contract.

#### 1.2 DEFINITIONS

- A. RFI: Request from Owner, Architect, or Contractor seeking information required by or clarifications of the Contract Documents.

#### 1.3 INFORMATIONAL SUBMITTALS

- A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
  - 1. Name, address, and telephone number of entity performing subcontract or supplying products.
  - 2. Number and title of related Specification Section(s) covered by subcontract.
  - 3. Drawing number and detail references, as appropriate, covered by subcontract.

#### 1.4 GENERAL COORDINATION PROCEDURES

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections, that depend on each other for proper installation, connection, and operation.
  - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.

2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
  3. Make adequate provisions to accommodate items scheduled for later installation.
- B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
1. Preparation of Contractor's construction schedule.
  2. Preparation of the schedule of values.
  3. Installation and removal of temporary facilities and controls.
  4. Delivery and processing of submittals.
  5. Progress meetings.
  6. Preinstallation conferences.
  7. Project closeout activities.
  8. Startup and adjustment of systems.

#### 1.5 REQUESTS FOR INFORMATION (RFIs)

- A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
1. Architect will return RFIs submitted to Architect by other entities controlled by Contractor with no response.
  2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
1. Project name.
  2. Project number.
  3. Date.
  4. Name of Contractor.
  5. Name of Architect.
  6. RFI number, numbered sequentially.
  7. RFI subject.
  8. Specification Section number and title and related paragraphs, as appropriate.
  9. Drawing number and detail references, as appropriate.
  10. Field dimensions and conditions, as appropriate.
  11. Contractor's suggested resolution. If Contractor's solution(s) impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
  12. Contractor's signature.



13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
- C. RFI Forms: AIA Document G716 or software-generated form with substantially the same content if acceptable to Architect.
- D. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow seven working days for Architect's response for each RFI. RFIs received by Architect after 1:00 p.m. will be considered as received the following working day.
  1. The following RFIs will be returned without action:
    - a. Requests for approval of submittals.
    - b. Requests for approval of substitutions.
    - c. Requests for approval of Contractor's means and methods, or other similar items not in the Architect's control.
    - d. Requests for coordination information already indicated in the Contract Documents.
    - e. Requests for adjustments in the Contract Time or the Contract Sum.
    - f. Requests for interpretation of Architect's actions on submittals.
    - g. Incomplete RFIs or inaccurately prepared RFIs.
  2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt of additional information.
  3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 01 Section "Contract Modification Procedures."
    - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect and Construction Manager in writing within 10 days of receipt of the RFI response.
- E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly. Include the following:
  1. Project name.
  2. Name and address of Contractor.
  3. Name and address of Architect.
  4. RFI number including RFIs that were dropped and not submitted.
  5. RFI description.
  6. Date the RFI was submitted.
  7. Date Architect's response was received.
- F. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within seven days if Contractor disagrees with response.
  1. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
  2. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.

1.6 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site unless otherwise indicated.
1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
  2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
  3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within three days of the meeting.
- B. Preconstruction Conference: Schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 15 days after execution of the Agreement.
1. Attendees: Authorized representatives of Owner Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
  2. Agenda: Discuss items of significance that could affect progress, including the following:
    - a. Tentative construction schedule.
    - b. Phasing.
    - c. Critical work sequencing and long-lead items.
    - d. Designation of key personnel and their duties.
    - e. Procedures for processing field decisions and Change Orders.
    - f. Procedures for RFIs.
    - g. Procedures for testing and inspecting.
    - h. Procedures for processing Applications for Payment.
    - i. Distribution of the Contract Documents.
    - j. Submittal procedures.
    - k. Sustainable design requirements.
    - l. Preparation of record documents.
    - m. Use of the premises and existing building.
    - n. Work restrictions.
    - o. Working hours.
    - p. Owner's occupancy requirements.
    - q. Responsibility for temporary facilities and controls.
    - r. Procedures for moisture and mold control.
    - s. Procedures for disruptions and shutdowns.
    - t. Construction waste management and recycling.
    - u. Parking availability.
    - v. Office, work, and storage areas.
    - w. Equipment deliveries and priorities.
    - x. First aid.
    - y. Security.
    - z. Progress cleaning.
  3. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.
- C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction.

1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect of scheduled meeting dates.
  2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
    - a. Contract Documents.
    - b. Options.
    - c. Related RFIs.
    - d. Related Change Orders.
    - e. Purchases.
    - f. Deliveries.
    - g. Submittals.
    - h. Sustainable design requirements.
    - i. Review of mockups.
    - j. Possible conflicts.
    - k. Compatibility problems.
    - l. Time schedules.
    - m. Weather limitations.
    - n. Manufacturer's written instructions.
    - o. Warranty requirements.
    - p. Compatibility of materials.
    - q. Acceptability of substrates.
    - r. Temporary facilities and controls.
    - s. Space and access limitations.
    - t. Regulations of authorities having jurisdiction.
    - u. Testing and inspecting requirements.
    - v. Installation procedures.
    - w. Coordination with other work.
    - x. Required performance results.
    - y. Protection of adjacent work.
    - z. Protection of construction and personnel.
  3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
  4. Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information.
  5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- D. Progress Meetings: Conduct progress meetings at biweekly intervals.
1. Attendees: In addition to representatives of Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
  2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
    - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to

Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.

- 1) Review schedule for next period.
- b. Review present and future needs of each entity present, including the following:
  - 1) Interface requirements.
  - 2) Sequence of operations.
  - 3) Status of submittals.
  - 4) Deliveries.
  - 5) Off-site fabrication.
  - 6) Access.
  - 7) Site utilization.
  - 8) Temporary facilities and controls.
  - 9) Progress cleaning.
  - 10) Quality and work standards.
  - 11) Status of correction of deficient items.
  - 12) Field observations.
  - 13) Status of RFIs.
  - 14) Status of proposal requests.
  - 15) Pending changes.
  - 16) Status of Change Orders.
  - 17) Pending claims and disputes.
  - 18) Documentation of information for payment requests.
3. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.
  - a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

**END OF SECTION 01 3100**

## SECTION 01 3200 - CONSTRUCTION PROGRESS DOCUMENTATION

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
  - 1. Contractor's construction schedule.
  - 2. Construction schedule updating reports.
  - 3. Daily construction reports.
  - 4. Site condition reports.
- B. Related Requirements:
  - 1. Division 01 Section "Submittal Procedures" for submitting schedules and reports.
  - 2. Division 01 Section "Quality Requirements" for submitting a schedule of tests and inspections.

#### 1.2 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
  - 1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
  - 2. Predecessor Activity: An activity that precedes another activity in the network.
  - 3. Successor Activity: An activity that follows another activity in the network.
- B. Float: The measure of leeway in starting and completing an activity.
  - 1. Float time is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.

#### 1.3 INFORMATIONAL SUBMITTALS

- A. Format for Submittals: Submit required submittals in the following format:
  - 1. PDF electronic file.
- B. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.
- C. Construction Schedule Updating Reports: Submit with Applications for Payment.
- D. Daily Construction Reports: Submit at weekly intervals.

- E. Site Condition Reports: Submit at time of discovery of differing conditions.
- F. Special Reports: Submit at time of unusual event.

#### 1.4 COORDINATION

- A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.
- B. Coordinate Contractor's construction schedule with the schedule of values, list of subcontracts, submittal schedule, progress reports, payment requests, and other required schedules and reports.
  - 1. Secure time commitments for performing critical elements of the Work from entities involved.
  - 2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

### PART 2 - PRODUCTS

#### 2.1 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Time Frame: Extend schedule from date established for the Notice to Proceed to date of final completion.
  - 1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- B. Activities: Treat each story or separate area as a separate numbered activity for each main element of the Work. Comply with the following:
  - 1. Activity Duration: Define activities so no activity is longer than 10 days, unless specifically allowed by Architect.
  - 2. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
  - 3. Submittal Review Time: Include review and resubmittal times indicated in Division 01 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's construction schedule with submittal schedule.
  - 4. Startup and Testing Time: Include no fewer than 3 days for startup and testing for each phase.
  - 5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.
  - 6. Punch List and Final Completion: Include not more than 20 days for completion of punch list items and final completion.
- C. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.
  - 1. Phasing: Arrange list of activities on schedule by phase.
  - 2. Work by Owner: Include a separate activity for each portion of the Work performed by Owner.

3. Owner-Furnished Products: Include a separate activity for each product. Include delivery date indicated in Division 01 Section "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
  4. Work Restrictions: Show the effect of the following items on the schedule:
    - a. Coordination with existing construction.
    - b. Limitations of continued occupancies.
    - c. Uninterruptible services.
    - d. Partial occupancy before Substantial Completion.
    - e. Use of premises restrictions.
    - f. Provisions for future construction.
    - g. Seasonal variations.
    - h. Environmental control.
  5. Work Stages: Indicate important stages of construction for each major portion of the Work.
- D. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and final completion, and the completion of each phase.
- E. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:
1. Unresolved issues.
  2. Unanswered Requests for Information.
  3. Rejected or unreturned submittals.
  4. Notations on returned submittals.
  5. Pending modifications affecting the Work and Contract Time.
- F. Recovery Schedule: When periodic update indicates the Work is 14 or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule.
- 2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE (GANTT CHART)
- A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal, Gantt-chart-type, Contractor's construction schedule within 10 days of date established for the Notice to Proceed.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.
- 2.3 REPORTS
- A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:
1. List of subcontractors at Project site.
  2. List of separate contractors at Project site.
  3. Approximate count of personnel at Project site.
  4. Equipment at Project site.

5. Material deliveries.
6. High and low temperatures and general weather conditions, including presence of rain or snow.
7. Accidents.
8. Meetings and significant decisions.
9. Unusual events.
10. Stoppages, delays, shortages, and losses.
11. Emergency procedures.
12. Orders and requests of authorities having jurisdiction.
13. Change Orders received and implemented.
14. Construction Change Directives received and implemented.
15. Services connected and disconnected.
16. Equipment or system tests and startups.
17. Partial completions and occupancies.
18. Substantial Completions authorized.

- B. Site Condition Reports: Immediately on discovery of a difference between site conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

## 2.4 SPECIAL REPORTS

- A. General: Submit special reports directly to Owner within one day(s) of an occurrence. Distribute copies of report to parties affected by the occurrence.
- B. Reporting Unusual Events: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.

## PART 3 - EXECUTION

### 3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.
1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
  2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
  3. As the Work progresses, indicate final completion percentage for each activity.
- B. Distribution: Distribute copies of approved schedule to Architect Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.



1. Post copies in Project meeting rooms and temporary field offices.
2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

**END OF SECTION 01 3200**

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## SECTION 01 3300 - SUBMITTAL PROCEDURES

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Requirements:
  - 1. Division 01 Section "Payment Procedures" for submitting Applications for Payment and the schedule of values.
  - 2. Division 01 Section "Construction Progress Documentation" for submitting schedules and reports, including Contractor's construction schedule.
  - 3. Division 01 Section "Operation and Maintenance Data" for submitting operation and maintenance manuals.
  - 4. Division 01 Section "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.
  - 5. Division 01 Section "Demonstration and Training" for submitting video recordings of demonstration of equipment and training of Owner's personnel.

#### 1.2 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action.
- B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements.
- C. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.

#### 1.3 ACTION SUBMITTALS

- A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Architect and additional time for handling and reviewing submittals required by those corrections.
  - 1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
  - 2. Initial Submittal: Submit concurrently with startup construction schedule. Include submittals required during the first 60 days of construction. List those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.

3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's construction schedule.
  - a. Submit revised submittal schedule to reflect changes in current status and timing for submittals.
  
4. Format: Arrange the following information in a tabular format:
  - a. Scheduled date for first submittal.
  - b. Specification Section number and title.
  - c. Submittal category: Action; informational.
  - d. Name of subcontractor.
  - e. Description of the Work covered.
  - f. Scheduled date for Architect's final release or approval.
  - g. Scheduled date of fabrication.
  - h. Scheduled dates for purchasing.
  - i. Scheduled dates for installation.
  - j. Activity or event number.

#### 1.4 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
  1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
  2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
    - a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
  
- B. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
  1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
  2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
  3. Resubmittal Review: Allow 15 days for review of each resubmittal.
  4. Consultant Review: Where review of submittals by Architect's consultants, Owner, or other parties is necessary, allow 21 days for initial review of each submittal.
  
- C. Electronic Submittals: Identify and incorporate information in each electronic submittal file as follows:
  1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.

- a. Submittal packages that do not contain all required submittals, with the exception of verification samples when selection samples are also required, will be returned without the Architect taking action.
  2. Name file with submittal number or other unique identifier, including revision identifier.
    - a. File name shall use project identifier and Specification Section number followed by a decimal point and then a sequential number (e.g., LNHS-061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., LNHS-061000.01.A).
  3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Architect.
  4. Transmittal Form for Electronic Submittals: Use electronic form acceptable to Owner, containing the following information:
    - a. Project name.
    - b. Date.
    - c. Name and address of Architect.
    - d. Name of Contractor.
    - e. Name of firm or entity that prepared submittal.
    - f. Names of subcontractor, manufacturer, and supplier.
    - g. Category and type of submittal.
    - h. Submittal purpose and description.
    - i. Specification Section number and title.
    - j. Specification paragraph number or drawing designation and generic name for each of multiple items.
    - k. Drawing number and detail references, as appropriate.
    - l. Location(s) where product is to be installed, as appropriate.
    - m. Related physical samples submitted directly.
    - n. Indication of full or partial submittal.
    - o. Transmittal number.
    - p. Submittal and transmittal distribution record.
    - q. Other necessary identification.
    - r. Remarks.
  5. Metadata: Include the following information as keywords in the electronic submittal file metadata:
    - a. Project name.
    - b. Number and title of appropriate Specification Section.
    - c. Manufacturer name.
    - d. Product name.
- D. Options: Identify options requiring selection by Architect.
- E. Deviations: Identify deviations from the Contract Documents on submittals.
- F. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
1. Note date and content of previous submittal.
  2. Note date and content of revision in label or title block and clearly indicate extent of revision.
  3. Resubmit submittals until they are marked with approval notation from Architect's action stamp.

- G. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- H. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's action stamp.

## PART 2 - PRODUCTS

### 2.1 SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements:
  - 1. Submit electronic submittals via email as PDF electronic files.
    - a. Architect will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.
  - 2. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
    - a. Provide a digital signature with digital certificate on electronically-submitted certificates and certifications where indicated.
    - b. Provide a notarized statement on original paper copy certificates and certifications where indicated.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
  - 1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
  - 2. Mark each copy of each submittal to show which products and options are applicable.
  - 3. Include the following information, as applicable:
    - a. Manufacturer's catalog cuts.
    - b. Manufacturer's product specifications.
    - c. Standard color charts.
    - d. Statement of compliance with specified referenced standards.
    - e. Testing by recognized testing agency.
    - f. Application of testing agency labels and seals.
    - g. Notation of coordination requirements.
    - h. Availability and delivery time information.
  - 4. For equipment, include the following in addition to the above, as applicable:
    - a. Wiring diagrams showing factory-installed wiring.
    - b. Printed performance curves.
    - c. Operational range diagrams.
    - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
  - 5. Submit Product Data before or concurrent with Samples.

6. Submit Product Data in the following format:
  - a. PDF electronic file.
  
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data, unless submittal based on Architect's digital data drawing files is otherwise permitted.
  1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
    - a. Identification of products.
    - b. Schedules.
    - c. Compliance with specified standards.
    - d. Notation of coordination requirements.
    - e. Notation of dimensions established by field measurement.
    - f. Relationship and attachment to adjoining construction clearly indicated.
    - g. Seal and signature of professional engineer if specified.
  2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches (215 by 280 mm), but no larger than 30 by 42 inches (750 by 1067 mm).
  3. Submit Shop Drawings in the following format:
    - a. PDF electronic file.
  
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
  1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
  2. Identification: Attach label on unexposed side of Samples that includes the following:
    - a. Generic description of Sample.
    - b. Product name and name of manufacturer.
    - c. Sample source.
    - d. Number and title of applicable Specification Section.
  3. For projects where electronic submittals are required, provide corresponding electronic submittal of Sample transmittal, digital image file illustrating Sample characteristics, and identification information for record.
  4. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
    - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
    - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
  5. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
    - a. Number of Samples: Submit two full sets of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.

6. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
  - a. Number of Samples: Submit three sets of Samples. Architect will retain two Sample sets; remainder will be returned.
    - 1) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit sets of paired units that show approximate limits of variations.
- E. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
  1. Submit product schedule in the following format:
    - a. PDF electronic file.
- F. Coordination Drawings Submittals: Comply with requirements specified in Division 01 Section "Project Management and Coordination."
- G. Contractor's Construction Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation."
- H. Application for Payment and Schedule of Values: Comply with requirements specified in Division 01 Section "Payment Procedures."
- I. Test and Inspection Reports and Schedule of Tests and Inspections Submittals: Comply with requirements specified in Division 01 Section "Quality Requirements."
- J. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Division 01 Section "Closeout Procedures."
- K. Maintenance Data: Comply with requirements specified in Division 01 Section "Operation and Maintenance Data."
- L. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.
- M. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.
- N. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.



- O. **Manufacturer Certificates:** Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- P. **Product Certificates:** Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- Q. **Material Certificates:** Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- R. **Material Test Reports:** Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- S. **Product Test Reports:** Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- T. **Research Reports:** Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project.
- U. **Schedule of Tests and Inspections:** Comply with requirements specified in Division 01 Section "Quality Requirements."
- V. **Preconstruction Test Reports:** Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- W. **Compatibility Test Reports:** Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- X. **Field Test Reports:** Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- Y. **Design Data:** Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

## 2.2 DELEGATED-DESIGN SERVICES

- A. **Performance and Design Criteria:** Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
  - 1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.

- B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit digitally signed PDF electronic file and three paper copies of certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
  - 1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

### **PART 3 - EXECUTION**

#### **3.1 CONTRACTOR'S REVIEW**

- A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
- B. Project Closeout and Maintenance Material Submittals: See requirements in Division 01 Section "Closeout Procedures."
- C. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

#### **3.2 ARCHITECT'S ACTION**

- A. General: Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: Architect will review each submittal, make marks to indicate corrections or revisions required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action, as follows:
  - 1. Reviewed: No corrections, no marks. Submittal complies with the design intent of the Contract Documents.
  - 2. Furnish as Corrected: Minor corrections; all items can be fabricated or furnished without further correction; checking is complete and all corrections are obvious without ambiguity.
  - 3. Revise and Resubmit: Minor corrections; noted items must not be furnished or fabricated without further corrections; checking is not complete; details of items noted are to be clarified before resubmitting; items not noted to be corrected can be fabricated or furnished under this stamp.
  - 4. Rejected: Submittal is not in compliance with the design intent of the Contract Documents. Provide new submittal that complies with Contract Documents. Any delay resulting from the submission of items not complying with the Contract Documents is solely the responsibility of the Contractor, which will bear all associated costs.
- C. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.

- D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- E. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

**END OF SECTION 01 3300**

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## SECTION 01 4000 - QUALITY REQUIREMENTS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
  - 1. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
  - 2. Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner or authorities having jurisdiction are not limited by provisions of this Section.
- C. Related Requirements:
  - 1. Divisions 02 through 33 Sections for specific test and inspection requirements.

#### 1.2 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect.
- C. Mockups: Full-size physical assemblies that are constructed on-site. Mockups are constructed to verify selections made under Sample submittals; to demonstrate aesthetic effects and, where indicated, qualities of materials and execution; to review coordination, testing, or operation; to show interface between dissimilar materials; and to demonstrate compliance with specified installation tolerances. Mockups are not Samples. Unless otherwise indicated, approved mockups establish the standard by which the Work will be judged.
  - 1. Laboratory Mockups: Full-size physical assemblies constructed at testing facility to verify performance characteristics.
- D. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria.
- E. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.

- F. Source Quality-Control Testing: Tests and inspections that are performed at the source, e.g., plant, mill, factory, or shop.
- G. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- H. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- I. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
  - 1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade(s).
- J. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

### 1.3 CONFLICTING REQUIREMENTS

- A. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Architect for a decision before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

### 1.4 INFORMATIONAL SUBMITTALS

- A. Contractor's Statement of Responsibility: When required by authorities having jurisdiction, submit copy of written statement of responsibility sent to authorities having jurisdiction before starting work on the following systems:
  - 1. Main wind-force-resisting system or a wind-resisting component listed in the wind-force-resisting system quality-assurance plan prepared by Architect.
- B. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.

**1.5 REPORTS AND DOCUMENTS**

- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:
1. Date of issue.
  2. Project title and number.
  3. Name, address, and telephone number of testing agency.
  4. Dates and locations of samples and tests or inspections.
  5. Names of individuals making tests and inspections.
  6. Description of the Work and test and inspection method.
  7. Identification of product and Specification Section.
  8. Complete test or inspection data.
  9. Test and inspection results and an interpretation of test results.
  10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
  11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
  12. Name and signature of laboratory inspector.
  13. Recommendations on retesting and reinspecting.
- B. Manufacturer's Field Reports: Prepare written information documenting tests and inspections specified in other Sections. Include the following:
1. Name, address, and telephone number of representative making report.
  2. Statement on condition of substrates and their acceptability for installation of product.
  3. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
  4. Results of operational and other tests and a statement of whether observed performance complies with requirements.
  5. Other required items indicated in individual Specification Sections.
- C. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

**1.6 QUALITY ASSURANCE**

- A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

- D. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that is similar in material, design, and extent to those indicated for this Project.
- F. Specialists: Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
  - 1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.
- G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 329; and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.
  - 1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
  - 2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.
- H. Manufacturer's Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- I. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:
  - 1. Contractor responsibilities include the following:
    - a. Provide test specimens representative of proposed products and construction.
    - b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
    - c. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.
    - d. When testing is complete, remove test specimens, assemblies, mockups; do not reuse products on Project.
  - 2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.
- J. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
  - 1. Build mockups in location and of size indicated or, if not indicated, as directed by Architect.
  - 2. Notify Architect seven days in advance of dates and times when mockups will be constructed.



3. Demonstrate the proposed range of aesthetic effects and workmanship.
4. Obtain Architect's approval of mockups before starting work, fabrication, or construction.
  - a. Allow seven days for initial review and each re-review of each mockup.
5. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
6. Demolish and remove mockups when directed unless otherwise indicated.

- K. Laboratory Mockups: Comply with requirements of preconstruction testing and those specified in individual Specification Sections in Divisions 02 through 33.

#### 1.7 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.

1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
2. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.

- B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.

1. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
  - a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
  - b. Testing shall not be preformed by the installer, or a subcontractor to the installer.
2. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.

- C. Manufacturer's Field Services: Where indicated, engage a manufacturer's representative to observe and inspect the Work. Manufacturer's representative's services include examination of substrates and conditions, verification of materials, inspection of completed portions of the Work, and submittal of written reports.

- D. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.

- E. Testing Agency Responsibilities: Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
  - 1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
  - 2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
  - 3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
  - 4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
  - 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
  - 6. Do not perform any duties of Contractor.
  
- F. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
  - 1. Access to the Work.
  - 2. Incidental labor and facilities necessary to facilitate tests and inspections.
  - 3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
  - 4. Facilities for storage and field curing of test samples.
  - 5. Delivery of samples to testing agencies.
  - 6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
  - 7. Security and protection for samples and for testing and inspecting equipment at Project site.
  
- G. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
  - 1. Schedule times for tests, inspections, obtaining samples, and similar activities.

## 1.8 SPECIAL TESTS AND INSPECTIONS

- A. Special Tests and Inspections: Conducted by a qualified testing agency or special inspector as required by authorities having jurisdiction, as indicated in individual Specification Sections, and as follows:
  - 1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviews the completeness and adequacy of those procedures to perform the Work.
  - 2. Notifying Architect and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
  - 3. Submitting a certified written report of each test, inspection, and similar quality-control service to Architect with copy to Contractor and to authorities having jurisdiction.
  - 4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
  - 5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
  - 6. Retesting and reinspecting corrected work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

- A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:
  - 1. Date test or inspection was conducted.
  - 2. Description of the Work tested or inspected.
  - 3. Date test or inspection results were transmitted to Architect.
  - 4. Identification of testing agency or special inspector conducting test or inspection.
- B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Architect's reference during normal working hours.

3.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
  - 1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Division 01 Section "Execution."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

**END OF SECTION 01 4000**

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## SECTION 01 4200 - REFERENCES

### PART 1 - GENERAL

#### 1.1 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
- C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."
- D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
- E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install": Operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- H. "Provide": Furnish and install, complete and ready for the intended use.
- I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

#### 1.2 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.
- C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.

1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

**1.3 ABBREVIATIONS AND ACRONYMS**

- A. Industry Organizations, Federal Government Agencies, State Government Agencies, Code Agencies, and Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Thomson Gale's "Encyclopedia of Associations" or in Columbia Books' "National Trade & Professional Associations of the U.S."

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

**END OF SECTION 01 4200**

## SECTION 01 5000 - TEMPORARY FACILITIES AND CONTROLS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Requirements:
  - 1. Division 01 Section "Summary" for work restrictions and limitations on utility interruptions.

#### 1.2 USE CHARGES

- A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Owner's construction forces, Architect, occupants of Project, testing agencies, and authorities having jurisdiction.
- B. Water and Sewer Service from Existing System: Water from Owner's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.
- C. Electric Power Service from Existing System: Electric power from Owner's existing system is available for use without metering and without payment of use charges where capacity and appropriate voltage are available without disruption to Owner's use. Provide connections and extensions of services as required for construction operations.

#### 1.3 INFORMATIONAL SUBMITTALS

- A. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire prevention program.
- B. Moisture-Protection Plan: Describe procedures and controls for protecting materials and construction from water absorption and damage.
  - 1. Describe delivery, handling, and storage provisions for materials subject to water absorption or water damage.
  - 2. Indicate procedures for discarding water-damaged materials, protocols for mitigating water intrusion into completed Work, and replacing water-damaged Work.
  - 3. Indicate sequencing of work that requires water, such as sprayed fire-resistive materials, plastering, and terrazzo grinding, and describe plans for dealing with water from these operations. Show procedures for verifying that wet construction has dried sufficiently to permit installation of finish materials.

1.4 QUALITY ASSURANCE

- A. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.
- B. Accessible Temporary Egress: Comply with applicable provisions in the U.S. Architectural & Transportation Barriers Compliance Board's ADA-ABA Accessibility Guidelines and ICC/ANSI A117.1.

1.5 PROJECT CONDITIONS

- A. Temporary Use of Permanent Facilities: Engage Installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Portable Chain-Link Fencing: Minimum 2-inch (50-mm), 0.148-inch- (3.8-mm-) thick, galvanized-steel, chain-link fabric fencing; minimum 6 feet (1.8 m) high with galvanized-steel pipe posts; minimum 2-3/8-inch- (60-mm-) OD line posts and 2-7/8-inch- (73-mm-) OD corner and pull posts, with 1-5/8-inch- (42-mm-) OD top and bottom rails. Provide galvanized-steel bases for supporting posts.

2.2 TEMPORARY FACILITIES

- A. Field Offices, General: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.
- B. Common-Use Field Office: Of sufficient size to accommodate needs of Owner, Architect, and construction personnel office activities and to accommodate Project meetings specified in other Division 01 Sections. Keep office clean and orderly.
- C. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations as needed.

2.3 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.
  - 1. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.
  - 2. Heating Units: Listed and labeled for type of fuel being consumed, by a qualified testing agency acceptable to authorities having jurisdiction, and marked for intended location and application.
  - 3. Permanent HVAC System: If Owner authorizes use of permanent HVAC system for temporary use during construction, provide filter with MERV of 7 at each return-air grille in system and remove at end of construction.



- a. Where the Owner has authorized use of the permanent heating, ventilating, or air conditioning systems, clean all ductwork and clean and flush all hydronic piping prior to connection to any portions of the permanent system in use. Provide all necessary items including, but not limit to, filters to protect the permanent system from damage due to start-up and temporary use.

### PART 3 - EXECUTION

#### 3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
  1. Locate facilities to limit site disturbance as specified in Division 01 Section "Summary."
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

#### 3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
  1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Water Service: Connect to Owner's existing water service facilities. Clean and maintain water service facilities in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.
- C. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
- D. Heating and Cooling: Provide temporary heating and cooling required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed.
- E. Ventilation and Humidity Control: Provide temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption.
- F. Electric Power Service: Connect to Owner's existing electric power service. Maintain equipment in a condition acceptable to Owner.
- G. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.

1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.

### 3.3 SUPPORT FACILITIES INSTALLATION

#### A. General: Comply with the following:

1. Provide construction for temporary offices, shops, and sheds located within construction area or within 30 feet (9 m) of building lines that is noncombustible according to ASTM E 136. Comply with NFPA 241.
2. Maintain support facilities until Architect schedules Substantial Completion inspection. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.

#### B. Temporary Use of Permanent Roads and Paved Areas: Locate temporary roads and paved areas in same location as permanent roads and paved areas. Construct and maintain temporary roads and paved areas adequate for construction operations. Extend temporary roads and paved areas, within construction limits indicated, as necessary for construction operations.

1. Coordinate elevations of temporary roads and paved areas with permanent roads and paved areas.
2. Prepare subgrade and install subbase and base for temporary roads and paved areas according to Division 31 Section "Earth Moving."
3. Recondition base after temporary use, including removing contaminated material, regrading, proofrolling, compacting, and testing.
4. Delay installation of final course of permanent hot-mix asphalt pavement until immediately before Substantial Completion. Repair hot-mix asphalt base-course pavement before installation of final course according to Division 32 Section "Asphalt Paving."

#### C. Traffic Controls: Comply with requirements of authorities having jurisdiction.

1. Protect existing site improvements to remain including curbs, pavement, and utilities.
2. Maintain access for fire-fighting equipment and access to fire hydrants.

#### D. Parking: Use designated areas of Owner's existing parking areas for construction personnel.

#### E. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.

1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties or endanger permanent Work or temporary facilities.
2. Remove snow and ice as required to minimize accumulations.

#### F. Project Signs: Provide Project signs as indicated. Unauthorized signs are not permitted.

1. Identification Signs: Provide Project identification signs as indicated on Drawings.
2. Temporary Signs: Provide other signs as indicated and as required to inform public and individuals seeking entrance to Project.
  - a. Provide temporary, directional signs for construction personnel and visitors.
3. Maintain and touchup signs so they are legible at all times.

- G. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with progress cleaning requirements in Division 01 Section "Execution."

### 3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.
- B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
- C. Temporary Erosion and Sedimentation Control: Comply with requirements specified in Division 31 Section "Site Clearing."
- D. Stormwater Control: Comply with requirements of authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of storm water from heavy rains.
- E. Tree and Plant Protection: Install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, and erosion.
- F. Site Enclosure Fence: Prior to commencing earthwork, furnish and install site enclosure fence in a manner that will prevent people and animals from easily entering site except by entrance gates.
  - 1. Extent of Fence: As required to enclose work areas or portion determined sufficient to accommodate construction operations.
  - 2. Maintain security by limiting number of keys and restricting distribution to authorized personnel. Furnish one set of keys to Owner.
- G. Security Enclosure and Lockup: Install temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security. Lock entrances at end of each work day.
- H. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- I. Temporary Egress: Maintain temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction.
- J. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.
  - 1. Where heating or cooling is needed and permanent enclosure is not complete, insulate temporary enclosures.

- K. Temporary Partitions: Provide floor-to-ceiling dustproof partitions to limit dust and dirt migration and to separate areas occupied by Owner from fumes and noise.
  - 1. Do not block exits from Owner occupied areas with construction or construction enclosures.

### 3.5 MOISTURE AND MOLD CONTROL

- A. Contractor's Moisture Protection Plan: Avoid trapping water in finished work. Document visible signs of mold that may appear during construction.
- B. Exposed Construction Phase: Before installation of weather barriers, when materials are subject to wetting and exposure and to airborne mold spores, protect materials from water damage and keep porous and organic materials from coming into prolonged contact with concrete.
- C. Partially Enclosed Construction Phase: After installation of weather barriers but before full enclosure and conditioning of building, when installed materials are still subject to infiltration of moisture and ambient mold spores, protect as follows:
  - 1. Do not load or install drywall or other porous materials or components, or items with high organic content, into partially enclosed building.
  - 2. Keep interior spaces reasonably clean and protected from water damage.
  - 3. Discard or replace water-damaged and wet material.
  - 4. Discard, replace, or clean stored or installed material that begins to grow mold.
  - 5. Perform work in a sequence that allows any wet materials adequate time to dry before enclosing the material in drywall or other interior finishes.
- D. Controlled Construction Phase of Construction: After completing and sealing of the building enclosure but prior to the full operation of permanent HVAC systems, maintain as follows:
  - 1. Control moisture and humidity inside building by maintaining effective dry-in conditions.
  - 2. Remove materials that can not be completely restored to their manufactured moisture level within 48 hours.

### 3.6 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.
  - 1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
- C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.
- D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of

interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.

1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
2. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Division 01 Section "Closeout Procedures."

**END OF SECTION 01 5000**

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## SECTION 01 6000 - PRODUCT REQUIREMENTS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.

#### 1.2 DEFINITIONS

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

#### 1.3 ACTION SUBMITTALS

- A. Comparable Product Requests: Submit request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
  - 1. Include data to indicate compliance with the requirements specified in "Comparable Products" Article.
  - 2. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Architect will notify Contractor of approval or rejection of proposed comparable product request within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
    - a. Form of Approval: As specified in Division 01 Section "Submittal Procedures."
    - b. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.

- B. Basis-of-Design Product Specification Submittal: Comply with requirements in Division 01 Section "Submittal Procedures." Show compliance with requirements.

#### 1.4 QUALITY ASSURANCE

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

#### 1.5 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.

- B. Delivery and Handling:

1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.

- C. Storage:

1. Store products to allow for inspection and measurement of quantity or counting of units.
2. Store materials in a manner that will not endanger Project structure.
3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
4. Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
6. Protect stored products from damage and liquids from freezing.

#### 1.6 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.

1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner.



- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.
  - 1. Manufacturer's Standard Form: Modified to include Project-specific information and requirements and properly executed.
  - 2. Specified Form: When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.
  - 3. Refer to Divisions 02 through 33. Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time: Comply with requirements in Division 01 Section "Closeout Procedures."

## PART 2 - PRODUCTS

### 2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.
  - 1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
  - 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
  - 3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
  - 4. Where products are accompanied by the term "as selected," Architect will make selection.
  - 5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
  - 6. Or Equal: For products specified by name and accompanied by the term "or equal," or "or approved equal," "or equivalent," or "or approved," comply with requirements in "Comparable Products" Article to obtain approval for use of an unnamed product.
  - 7. All products shall be free from asbestos.
- B. Product Selection Procedures:
  - 1. Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
  - 2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
  - 3. Products:
    - a. Restricted List: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
    - b. Nonrestricted List: Where Specifications include a list of names of both available manufacturers and products, provide one of the products listed, or an unnamed product,

that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product.

4. Manufacturers:
  - a. Restricted List: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
  - b. Nonrestricted List: Where Specifications include a list of available manufacturers, provide a product by one of the manufacturers listed, or a product by an unnamed manufacturer, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed manufacturer's product.
5. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.

C. Visual Matching Specification: Where Specifications require "match Architect's sample", provide a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.

1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Division 01 Section "Substitution Procedures" for proposal of product.

D. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

## 2.2 COMPARABLE PRODUCTS

A. Conditions for Consideration: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with these requirements:

1. Evidence that the proposed product does not require revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
3. Evidence that proposed product provides specified warranty.
4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
5. Samples, if requested.

**PROJECT NO. 23176.00  
METRO ROOF REPLACEMENT  
CENTRAL COUNTY TRANSPORTATION AUTHORITY**

**PRODUCT REQUIREMENTS  
01 6000 - 5  
SEPTEMBER 28, 2023**

PART 3 - EXECUTION (Not Used)

**END OF SECTION 01 6000**

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## SECTION 01 7300 - EXECUTION

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:
  - 1. Construction layout.
  - 2. Installation of the Work.
  - 3. Cutting and patching.
  - 4. Progress cleaning.
  - 5. Starting and adjusting.
  - 6. Protection of installed construction.
  - 7. Correction of the Work.
  
- B. Related Requirements:
  - 1. Division 01 Section "Summary" for limits on use of Project site.
  - 2. Division 07 Section "Penetration Firestopping" for patching penetrations in fire-rated construction.

#### 1.2 INFORMATIONAL SUBMITTALS

- A. Landfill Receipts: Submit copy of receipts issued by a landfill facility, licensed to accept hazardous materials, for hazardous waste disposal.

#### 1.3 QUALITY ASSURANCE

- A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.
  - 1. Structural Elements: When cutting and patching structural elements, notify Architect of locations and details of cutting and await directions from Architect before proceeding. Shore, brace, and support structural element during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection
  - 2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.
  - 3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.
  - 4. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

5. Cutting and Patching Conference: Before proceeding, meet at Project site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.
- B. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of products and equipment.

## **PART 2 - PRODUCTS**

### **2.1 MATERIALS**

- A. General: Comply with requirements specified in other Sections.
- B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
  1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Architect for the visual and functional performance of in-place materials.

## **PART 3 - EXECUTION**

### **3.1 EXAMINATION**

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

**3.2 PREPARATION**

- A. Existing Utility Information: Furnish information to Owner that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a request for information to Architect according to requirements in Division 01 Section "Project Management and Coordination."

**3.3 INSTALLATION**

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
  - 1. Make vertical work plumb and make horizontal work level.
  - 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
  - 3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.
- F. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- G. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.

1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
  2. Allow for building movement, including thermal expansion and contraction.
  3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- I. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- J. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

### 3.4 CUTTING AND PATCHING

- A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching of the material being cut and patched. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.
- C. Temporary Support: Provide temporary support of work to be cut.
- D. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- E. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to minimize interruption to occupied areas.
- F. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
  2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
  3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
  4. Excavating and Backfilling: Comply with requirements in applicable Division 31 Sections where required by cutting and patching operations.



5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
  6. Proceed with patching after construction operations requiring cutting are complete.
- G. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.
1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
  2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.
    - a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
    - b. Restore damaged pipe covering to its original condition.
- H. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

### 3.5 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
  2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F (27 deg C).
  3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
1. Remove liquid spills promptly.
  2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways.

- H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

### 3.6 STARTING AND ADJUSTING

- A. Coordinate startup and adjusting of equipment and operating components with requirements in Division 01 Section "General Commissioning Requirements."
- B. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- C. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.
- D. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- E. Manufacturer's Field Service: Comply with qualification requirements in Division 01 Section "Quality Requirements."

### 3.7 PROTECTION OF INSTALLED CONSTRUCTION

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

**END OF SECTION 01 7300**

## SECTION 01 7700 - CLOSEOUT PROCEDURES

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
  - 1. Substantial Completion procedures.
  - 2. Final completion procedures.
  - 3. Warranties.
  - 4. Final cleaning.
  - 5. Repair of the Work.
  
- B. Related Requirements:
  - 1. Division 01 Section "Execution" for progress cleaning of Project site.
  - 2. Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
  - 3. Division 01 Section "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.
  - 4. Division 01 Section "Demonstration and Training" for requirements for instructing Owner's personnel.
  - 5. Divisions 02 through 33 Sections for specific closeout and special cleaning requirements for the Work in those Sections.

#### 1.2 ACTION SUBMITTALS

- A. Product Data: For cleaning agents.
- B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.
- C. Certified List of Incomplete Items: Final submittal at Final Completion.

#### 1.3 CLOSEOUT SUBMITTALS

- A. Certificates of Release: From authorities having jurisdiction.
- B. Certificate of Insurance: For continuing coverage.
- C. Field Report: For pest control inspection.

#### 1.4 MAINTENANCE MATERIAL SUBMITTALS

- A. Schedule of Maintenance Material Items: For maintenance material submittal items specified in other Sections.

**1.5 SUBSTANTIAL COMPLETION PROCEDURES**

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.
- B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
  - 1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
  - 2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.
  - 3. Submit closeout submittals specified in individual Divisions 02 through 33 Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
  - 4. Submit maintenance material submittals specified in individual Divisions 02 through 33 Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Architect. Label with manufacturer's name and model number where applicable.
    - a. Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section. Obtain Architect's signature for receipt of submittals.
  - 5. Submit test/adjust/balance records.
  - 6. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
- C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
  - 1. Advise Owner of pending insurance changeover requirements.
  - 2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
  - 3. Complete startup and testing of systems and equipment.
  - 4. Perform preventive maintenance on equipment used prior to Substantial Completion.
  - 5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training video recordings specified in Division 01 Section "Demonstration and Training."
  - 6. Advise Owner of changeover in heat and other utilities.
  - 7. Participate with Owner in conducting inspection and walkthrough with local emergency responders.
  - 8. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
  - 9. Complete final cleaning requirements, including touchup painting.
  - 10. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of

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

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

## 1.6 FINAL COMPLETION PROCEDURES

A. Preliminary Procedures: Before requesting final inspection for determining final completion, complete the following:

1. Submit a final Application for Payment according to Division 01 Section "Payment Procedures."
2. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
4. Submit pest-control final inspection report and warranty.
5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training video recordings.

B. Inspection: Submit a written request for final inspection to determine acceptance. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

## 1.7 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction. Use CSI Form 14.1A.

1. Organize list of spaces in sequential order, starting with exterior areas first.
2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
3. Submit list of incomplete items in the following format:
  - a. MS Excel electronic file. Architect will return annotated copy.

**1.8 SUBMITTAL OF PROJECT WARRANTIES**

- A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated, or when delay in submittal of warranties might limit Owner's rights under warranty.
- B. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
  - 1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch (215-by-280-mm) paper.
  - 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
  - 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
  - 4. Provide warranty Electronic File: Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide bookmarked table of contents at beginning of document.
- C. Provide additional copies of each warranty to include in operation and maintenance manuals.

**PART 2 - PRODUCTS**

**2.1 MATERIALS**

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

**PART 3 - EXECUTION**

**3.1 FINAL CLEANING**

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
  - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
    - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.

- b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
  - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
  - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
  - e. Remove snow and ice to provide safe access to building.
  - f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
  - g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
  - h. Sweep concrete floors broom clean in unoccupied spaces.
  - i. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean according to manufacturer's recommendations if visible soil or stains remain.
  - j. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
  - k. Remove labels that are not permanent.
  - l. Wipe surfaces of mechanical and electrical equipment and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
  - m. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
  - n. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
  - o. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.
  - p. Leave Project clean and ready for occupancy.
- C. Pest Control: Comply with pest control requirements in Division 01 Section "Temporary Facilities and Controls." Prepare written report.

### 3.2 REPAIR OF THE WORK

- A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.
- B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.
  - 1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.
  - 2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that already show evidence of repair or restoration.
    - a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.
  - 3. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.

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4. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

**END OF SECTION 01 7700**



## SECTION 01 7823 - OPERATION AND MAINTENANCE DATA

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
  - 1. Operation and maintenance documentation directory.
  - 2. Operation manuals for systems, subsystems, and equipment.
  - 3. Product maintenance manuals.
  - 4. Systems and equipment maintenance manuals.
- B. Related Requirements:
  - 1. Divisions 02 through 33 Sections for specific operation and maintenance manual requirements for the Work in those Sections.

#### 1.2 DEFINITIONS

- A. System: An organized collection of parts, equipment, or subsystems united by regular interaction.
- B. Subsystem: A portion of a system with characteristics similar to a system.

#### 1.3 CLOSEOUT SUBMITTALS

- A. Manual Content: Operations and maintenance manual content is specified in individual Specification Sections to be reviewed at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.
  - 1. Architect will comment on whether content of operations and maintenance submittals are acceptable.
  - 2. Where applicable, clarify and update reviewed manual content to correspond to revisions and field conditions.
- B. Format: Submit operations and maintenance manuals in the following format:
  - 1. PDF electronic file. Assemble each manual into a composite electronically indexed file. Submit on digital media acceptable to Architect.
    - a. Name each indexed document file in composite electronic index with applicable item name. Include a complete electronically linked operation and maintenance directory.
    - b. Enable inserted reviewer comments on draft submittals.
- C. Manual Submittal: Submit each manual in final form prior to requesting inspection for Substantial Completion and at least 15 days before commencing demonstration and training. Architect will return copy with comments.

1. Correct or revise each manual to comply with Architect's comments. Submit copies of each corrected manual within 15 days of receipt of Architect's comments and prior to commencing demonstration and training.

## PART 2 - PRODUCTS

### 2.1 REQUIREMENTS FOR OPERATION, AND MAINTENANCE MANUALS

- A. Directory: Prepare a single, comprehensive directory of emergency, operation, and maintenance data and materials, listing items and their location to facilitate ready access to desired information.
- B. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:
  1. Title page.
  2. Table of contents.
  3. Manual contents.
- C. Title Page: Include the following information:
  1. Subject matter included in manual.
  2. Name and address of Project.
  3. Name and address of Owner.
  4. Date of submittal.
  5. Name and contact information for Contractor.
  6. Name and contact information for Construction Manager.
  7. Name and contact information for Architect.
  8. Name and contact information for Commissioning Authority.
  9. Names and contact information for major consultants to the Architect that designed the systems contained in the manuals.
  10. Cross-reference to related systems in other operation and maintenance manuals.
- D. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
- E. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.
- F. Manuals, Electronic Files: Submit manuals in the form of a multiple file composite electronic PDF file for each manual type required.
  1. Electronic Files: Use electronic files prepared by manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size.
  2. File Names and Bookmarks: Enable bookmarking of individual documents based on file names. Name document files to correspond to system, subsystem, and equipment names used in manual directory and table of contents. Group documents for each system and subsystem into individual composite bookmarked files, then create composite manual, so that resulting bookmarks reflect the

system, subsystem, and equipment names in a readily navigated file tree. Configure electronic manual to display bookmark panel on opening file.

## 2.2 OPERATION MANUALS

- A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:
1. System, subsystem, and equipment descriptions. Use designations for systems and equipment indicated on Contract Documents.
  2. Performance and design criteria if Contractor is delegated design responsibility.
  3. Operating standards.
  4. Operating procedures.
  5. Operating logs.
  6. Wiring diagrams.
  7. Control diagrams.
  8. Piped system diagrams.
  9. Precautions against improper use.
  10. License requirements including inspection and renewal dates.
- B. Descriptions: Include the following:
1. Product name and model number. Use designations for products indicated on Contract Documents.
  2. Manufacturer's name.
  3. Equipment identification with serial number of each component.
  4. Equipment function.
  5. Operating characteristics.
  6. Limiting conditions.
  7. Performance curves.
  8. Engineering data and tests.
  9. Complete nomenclature and number of replacement parts.
- C. Operating Procedures: Include the following, as applicable:
1. Startup procedures.
  2. Equipment or system break-in procedures.
  3. Routine and normal operating instructions.
  4. Regulation and control procedures.
  5. Instructions on stopping.
  6. Normal shutdown instructions.
  7. Seasonal and weekend operating instructions.
  8. Required sequences for electric or electronic systems.
  9. Special operating instructions and procedures.
- D. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.
- E. Piped Systems: Diagram piping as installed, and identify color-coding where required for identification.

## 2.3 PRODUCT MAINTENANCE MANUALS

- A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.
- B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.
- C. Product Information: Include the following, as applicable:
  - 1. Product name and model number.
  - 2. Manufacturer's name.
  - 3. Color, pattern, and texture.
  - 4. Material and chemical composition.
  - 5. Reordering information for specially manufactured products.
- D. Maintenance Procedures: Include manufacturer's written recommendations and the following:
  - 1. Inspection procedures.
  - 2. Types of cleaning agents to be used and methods of cleaning.
  - 3. List of cleaning agents and methods of cleaning detrimental to product.
  - 4. Schedule for routine cleaning and maintenance.
  - 5. Repair instructions.
- E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.
- F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

## 2.4 SYSTEMS AND EQUIPMENT MAINTENANCE MANUALS

- A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.
- B. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.
- C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including the following information for each component part or piece of equipment:
  - 1. Standard maintenance instructions and bulletins.
  - 2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.

3. Identification and nomenclature of parts and components.
  4. List of items recommended to be stocked as spare parts.
- D. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:
1. Test and inspection instructions.
  2. Troubleshooting guide.
  3. Precautions against improper maintenance.
  4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
  5. Aligning, adjusting, and checking instructions.
  6. Demonstration and training video recording, if available.
- E. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
- F. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.
- G. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

## PART 3 - EXECUTION

### 3.1 MANUAL PREPARATION

- A. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
- B. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.
- C. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
- D. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in record Drawings to ensure correct illustration of completed installation.
  1. Do not use original project record documents as part of operation and maintenance manuals.
- E. Comply with Division 01 Section "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

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END OF SECTION 01 7823

## SECTION 01 7839 - PROJECT RECORD DOCUMENTS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for project record documents, including the following:
  - 1. Record Drawings.
  - 2. Record Specifications.
  - 3. Record Product Data.
  - 4. Miscellaneous record submittals.
- B. Related Requirements:
  - 1. Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
  - 2. Divisions 02 through 33 Sections for specific requirements for project record documents of the Work in those Sections.

#### 1.2 CLOSEOUT SUBMITTALS

- A. Record Drawings: Comply with the following:
  - 1. Number of Copies: Submit one set of marked-up record prints.
- B. Record Specifications: Submit annotated PDF electronic files of Project's Specifications, including addenda and contract modifications.
- C. Record Product Data: Submit annotated PDF electronic files and directories of each submittal.
- D. Miscellaneous Record Submittals: See other Specification Sections for miscellaneous record-keeping requirements and submittals in connection with various construction activities. Submit annotated PDF electronic files and directories of each submittal.

### PART 2 - PRODUCTS

#### 2.1 RECORD DRAWINGS

- A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised Drawings as modifications are issued.
  - 1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.

- a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
  - b. Record data as soon as possible after obtaining it.
  - c. Record and check the markup before enclosing concealed installations.
2. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
  3. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
  4. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Record Digital Data Files: Immediately before inspection for Certificate of Substantial Completion, review marked-up record prints with Architect. When authorized, prepare a full set of corrected digital data files of the Contract Drawings, as follows:
1. Format: Annotated PDF electronic file with comment function enabled.
  2. Incorporate changes and additional information previously marked on record prints. Delete, redraw, and add details and notations where applicable.
  3. Refer instances of uncertainty to Architect for resolution.
  4. Architect will furnish Contractor one set of digital data files of the Contract Drawings for use in recording information.
- C. Format: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
1. Record Prints: Organize record prints and newly prepared record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
  2. Format: Annotated PDF electronic file with comment function enabled.
  3. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.
  4. Identification: As follows:
    - a. Project name.
    - b. Date.
    - c. Designation "PROJECT RECORD DRAWINGS."
    - d. Name of Architect.
    - e. Name of Contractor.

## 2.2 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
  2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
  3. Record the name of manufacturer, supplier, installer, and other information necessary to provide a record of selections made.



4. Note related Change Orders, record Product Data, and record Drawings where applicable.

B. Format: Submit record Specifications as annotated PDF electronic file.

### 2.3 RECORD PRODUCT DATA

A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
3. Note related Change Orders, record Specifications, and record Drawings where applicable.

B. Format: Submit record Product Data as annotated PDF electronic file.

### 2.4 MISCELLANEOUS RECORD SUBMITTALS

A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

B. Format: Submit miscellaneous record submittals as PDF electronic file.

## PART 3 - EXECUTION

### 3.1 RECORDING AND MAINTENANCE

A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and revisions to project record documents as they occur; do not wait until end of Project.

B. Maintenance of Record Documents and Samples: Store record documents and Samples in the field office apart from the Contract Documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Architect's reference during normal working hours.

**END OF SECTION 01 7839**

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## SECTION 02 4119 - SELECTIVE DEMOLITION

### PART 1 - GENERAL

#### 1.1 SUMMARY

A. Section Includes:

1. Demolition and removal of selected portions of building or structure.
2. Salvage of existing items to be reused or recycled.

B. Related Requirements:

1. Section 01 1000 "Summary" for restrictions on use of the premises, Owner-occupancy requirements, and phasing requirements.
2. Section 01 7300 "Execution" for cutting and patching procedures.

#### 1.2 DEFINITIONS

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

#### 1.3 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.
- B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.
1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

#### 1.4 FIELD CONDITIONS

- A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.

- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- C. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
  - 1. Hazardous materials will be removed by Owner before start of the Work.
  - 2. If suspected hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.
- D. Storage or sale of removed items or materials on-site is not permitted.
- E. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
  - 1. Maintain fire-protection facilities in service during selective demolition operations.
- F. Arrange selective demolition schedule so as not to interfere with Owner's operations.

## 1.5 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials and using approved contractors so as not to void existing warranties.

## PART 2 - PRODUCTS

### 2.1 PERFORMANCE REQUIREMENTS

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ANSI/ASSP A10.6 and NFPA 241.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped before starting selective demolition operations.
- B. Perform an engineering survey of condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during selective building demolition operations.
- C. Verify that hazardous materials have been remediated before proceeding with building demolition operations.

- D. Survey of Existing Conditions: Record existing conditions by use of measured drawings, preconstruction photographs or video, and templates as appropriate.
  - 1. Inventory and record the condition of items to be removed and salvaged. Provide photographs or video of conditions that might be misconstrued as damage caused by salvage operations.
  - 2. Before selective demolition or removal of existing building elements that will be reproduced or duplicated in final Work, make permanent record of measurements, materials, and construction details required to make exact reproduction.

### 3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.
- B. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off utility services and mechanical/electrical systems serving areas to be selectively demolished.
  - 1. Arrange to shut off utilities with utility companies.
  - 2. If services/systems are required to be removed, relocated, or abandoned, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.
  - 3. Disconnect, demolish, and remove fire-suppression systems, plumbing, and HVAC systems, equipment, and components indicated on Drawings to be removed.
    - a. Piping to Be Removed: Remove portion of piping indicated to be removed and cap or plug remaining piping with same or compatible piping material.
    - b. Piping to Be Abandoned in Place: Drain piping and cap or plug piping with same or compatible piping material and leave in place.
    - c. Equipment to Be Removed: Disconnect and cap services and remove equipment.
    - d. Equipment to Be Removed and Reinstalled: Disconnect and cap services and remove, clean, and store equipment; when appropriate, reinstall, reconnect, and make equipment operational.
    - e. Equipment to Be Removed and Salvaged: Disconnect and cap services and remove equipment and deliver to Owner.
    - f. Ducts to Be Removed: Remove portion of ducts indicated to be removed and plug remaining ducts with same or compatible ductwork material.
    - g. Ducts to Be Abandoned in Place: Cap or plug ducts with same or compatible ductwork material and leave in place.
  - 4. Provide at least 72 hours' notice to Owner if shutdown of service is required during changeover.

### 3.3 PROTECTION

- A. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.

- B. Temporary Shoring: Design, provide, and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
- C. Remove temporary barricades and protections where hazards no longer exist.

### 3.4 SELECTIVE DEMOLITION

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
  - 1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.
  - 2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.
  - 3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
  - 4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
  - 5. Maintain fire watch during and for at least 2 hours after flame-cutting operations.
  - 6. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
  - 7. Dispose of demolished items and materials promptly.
- B. Complete Removal: Where an item is noted to be removed, remove the complete system including all accessories and supports and connections. For items in accessible chase or above ceiling space, do not abandon items in place if they no longer serve any purpose. The intent is to provide accessible above ceiling and chase spaces that are free of unneeded items.
- C. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
- D. Removed and Salvaged Items:
  - 1. Clean salvaged items.
  - 2. Pack or crate items after cleaning. Identify contents of containers.
  - 3. Store items in a secure area until delivery to Owner.
  - 4. Transport items to Owner's storage area designated by Owner.
  - 5. Protect items from damage during transport and storage.
- E. Removed and Reinstalled Items:
  - 1. Clean and repair items to functional condition adequate for intended reuse.

2. Pack or crate items after cleaning and repairing. Identify contents of containers.
3. Protect items from damage during transport and storage.
4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.

- F. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

### 3.5 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

- A. Concrete: Demolish in sections. Cut concrete full depth at junctures with construction to remain and at regular intervals using power-driven saw, and then remove concrete between saw cuts.
- B. Masonry: Demolish in small sections. Cut masonry at junctures with construction to remain, using power-driven saw, and then remove masonry between saw cuts.
- C. Concrete Slabs-on-Grade: Saw-cut perimeter of area to be demolished, and then break up and remove.
- D. Resilient Floor Coverings: Remove floor coverings and adhesive according to recommendations in RFCI's "Recommended Work Practices for the Removal of Resilient Floor Coverings." Do not use methods requiring solvent-based adhesive strippers.
- E. Roofing: Remove no more existing roofing than what can be covered in one day by new roofing and so that building interior remains watertight and weathertight. See Section <Insert Section number and title> for new roofing requirements.

### 3.6 CLEANING

- A. Remove demolition waste materials from Project site.
1. Do not allow demolished materials to accumulate on-site.
  2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
  3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
  4. Comply with requirements specified in Section 01 7419 "Construction Waste Management and Disposal."
- B. Burning: Do not burn demolished materials.
- C. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

**END OF SECTION 02 4119**

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## SECTION 05 5000 - METAL FABRICATIONS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section Includes:
1. Roof access metal ladders and ladder safety cages
  2. cast into concrete or built into unit masonry.

#### 1.2 COORDINATION

- A. Coordinate installation of metal fabrications that are anchored to or that receive other work. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For all paint and grout products.
- B. Shop Drawings: Show fabrication and installation details. Include plans, elevations, sections, and details of metal fabrications and their connections. Show anchorage and accessory items.
- C. Delegated-Design Submittal: For ladders and railings, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

#### 1.4 QUALITY ASSURANCE

- A. Welding Qualifications: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel."

#### 1.5 FIELD CONDITIONS

- A. Field Measurements: Verify actual locations of walls and other construction contiguous with metal fabrications by field measurements before fabrication and indicate measurements on Shop Drawings.
- B. Established Dimensions: Where field measurements cannot be made without delaying the Work, establish dimensions and proceed with fabricating metal fabrications without field measurements. Coordinate wall and other contiguous construction to ensure that actual dimensions correspond to established dimensions.

## PART 2 - PRODUCTS

### 2.1 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Engage a qualified professional engineer, as defined in Section 01 4000 "Quality Requirements," to design ladders and railings.
- B. Structural Performance of Ladders: Ladders shall withstand the effects of loads and stresses within limits and under conditions specified in ANSI A14.3.
- C. Structural Performance: Railings, including attachment to building construction, shall withstand the effects of gravity loads and the following loads and stresses within limits and under conditions indicated:
  - 1. Handrails and Top Rails of Guards:
    - a. Uniform load of 50 lbf/ ft. (0.73 kN/m) applied in any direction.
    - b. Concentrated load of 200 lbf (0.89 kN) applied in any direction.
    - c. Uniform and concentrated loads need not be assumed to act concurrently.
- D. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes acting on exterior metal fabrications by preventing buckling, opening of joints, overstressing of components, failure of connections, and other detrimental effects.

### 2.2 METALS

- 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.
- B. Ferrous Metals:
  - 1. Steel Plates, Shapes, and Bars: ASTM A 36/A 36M.
  - 2. Stainless-Steel Sheet, Strip, and Plate: ASTM A 240/A 240M or ASTM A 666, Type 304.
  - 3. Stainless-Steel Bars and Shapes: ASTM A 276, Type 304.
  - 4. Steel Tubing: ASTM A 500/A 500M, cold-formed steel tubing.
  - 5. Steel Pipe: ASTM A 53/A 53M, Standard Weight (Schedule 40) unless otherwise indicated.
  - 6. Cast Iron: Either gray iron, ASTM A 48/A 48M, or malleable iron, ASTM A 47/A 47M, unless otherwise indicated.

### 2.3 FASTENERS

- A. General: Unless otherwise indicated, provide Type 304 stainless-steel fasteners for exterior use and zinc-plated fasteners with coating complying with ASTM B 633 or ASTM F 1941 (ASTM F 1941M), Class Fe/Zn 5, at exterior walls. Select fasteners for type, grade, and class required.
- B. Cast-in-Place Anchors in Concrete: Either threaded type or wedge type unless otherwise indicated; galvanized ferrous castings, either ASTM A 47/A 47M malleable iron or ASTM A 27/A 27M cast steel. Provide bolts, washers, and shims as needed, all hot-dip galvanized per ASTM F 2329.

- C. Post-Installed Anchors: Torque-controlled expansion anchors or chemical anchors.
  - 1. Material for Interior Locations: Carbon-steel components zinc plated to comply with ASTM B 633 or ASTM F 1941 (ASTM F 1941M), Class Fe/Zn 5, unless otherwise indicated.
  - 2. Material for Exterior Locations and Where Stainless Steel Is Indicated: Alloy Group 1 (A1) stainless-steel bolts, ASTM F 593 (ASTM F 738M), and nuts, ASTM F 594 (ASTM F 836M).

## 2.4 MISCELLANEOUS MATERIALS

- A. Shop Primers: Provide primers that comply with Section 09 9113 "Exterior Painting" and Section 09 9123 "Interior Painting."
- B. Epoxy Zinc-Rich Primer: Complying with MPI#20 and compatible with topcoat.
- C. Galvanizing Repair Paint: High-zinc-dust-content paint complying with SSPC-Paint 20 and compatible with paints specified to be used over it.
- D. Bituminous Paint: Cold-applied asphalt emulsion complying with ASTM D 1187/D 1187M.
- E. Nonshrink, Nonmetallic Grout: Factory-packaged, nonstaining, noncorrosive, nongaseous grout complying with ASTM C 1107/C 1107M. Provide grout specifically recommended by manufacturer for interior and exterior applications.
- F. Concrete: Comply with requirements in Section 03 3000 "Cast-in-Place Concrete" for normal-weight, air-entrained, concrete with a minimum 28-day compressive strength of 3000 psi (20 MPa).
- G. Thermoplastic Sleeves: See Drawings for requirements.

## 2.5 FABRICATION

- A. General: Preassemble items in the shop to greatest extent possible. Use connections that maintain structural value of joined pieces.
  - 1. Cut, drill, and punch metals cleanly and accurately. Remove burrs and ease edges. Remove sharp or rough areas on exposed surfaces.
  - 2. Form bent-metal corners to smallest radius possible without causing grain separation or otherwise impairing work.
  - 3. Form exposed work with accurate angles and surfaces and straight edges.
  - 4. Weld corners and seams continuously. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals. Obtain fusion without undercut or overlap. Remove welding flux immediately. At exposed connections, finish exposed welds and surfaces smooth and blended.
  - 5. Form exposed connections with hairline joints, flush and smooth, using concealed fasteners or welds where possible. Locate joints where least conspicuous.
  - 6. Fabricate seams and other connections that are exposed to weather in a manner to exclude water. Provide weep holes where water may accumulate.
  - 7. Cut, reinforce, drill, and tap metal fabrications as indicated to receive finish hardware, screws, and similar items.

8. Provide for anchorage of type indicated; coordinate with supporting structure. Space anchoring devices to secure metal fabrications rigidly in place and to support indicated loads.
  9. Where units are indicated to be cast into concrete or built into masonry, equip with integrally welded steel strap anchors not less than 8 inches (200 mm) from ends and corners of units and 24 inches (600 mm) o.c.
- B. Miscellaneous Framing and Supports: Provide steel framing and supports not specified in other Sections as needed to complete the Work.
1. Fabricate units from steel shapes, plates, and bars of welded construction unless otherwise indicated. Fabricate to sizes, shapes, and profiles indicated and as necessary to receive adjacent construction.
- C. Metal Ladders: Comply with ANSI A14.3, unless otherwise indicated.
1. Steel Ladders: complying with MIOSHA requirements.
    - a. Space siderails 18 inches (457 mm) apart unless otherwise indicated.
    - b. Siderails: Continuous, 3/8-by-2-1/2-inch (9.5-by-64-mm) steel flat bars, with eased edges.
    - c. Rungs: 1 by 1-inch-(25.4 by 25.4-mm-) steel angle rungs in "V" orientation fitted in centerline of siderails, plug-welded, and ground smooth on outer rail faces. Fill rung with non-slip aluminum oxide filler.
    - d. Fit rungs in centerline of siderails; plug-weld and grind smooth on outer rail faces.
    - e. Galvanize exterior ladders, including brackets.
    - f. Safety cage. Provide MIOSHA ladder safety cage for interior roof access ladder. It is understood that a safety cage is not required for a ladder less than 20 feet, however for safety reasons a safety cage for this ladder is required at the top 8 feet of ladder height.
- D. Miscellaneous Steel Fabrications: Unless otherwise indicated, fabricate units from steel shapes, plates, and bars of profiles shown with continuously welded joints and smooth exposed edges.
1. Miter corners and use concealed field splices where possible.
  2. Provide cutouts, fittings, and anchorages as needed to coordinate assembly and installation with other work.
  3. Galvanize miscellaneous steel fabrications.

## 2.6 FINISHES

- A. General: Finish metal fabrications after assembly.
1. Finish exposed surfaces to remove tool and die marks and stretch lines, and to blend into surrounding surface.
  2. All steel components located exterior of the buildings continuous insulation layer to have Galvanized finish. This includes steel components within masonry cavity wall that are not exposed to view, but are outside of the buildings thermal envelope.
- B. Steel and Iron Finishes:
1. Galvanizing: Hot-dip galvanize items as indicated to comply with ASTM A 153/A 153M for steel and iron hardware and with ASTM A 123/A 123M for other steel and iron products.

### PART 3 - EXECUTION

#### 3.1 INSTALLATION

##### A. General:

1. 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.
2. 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. Do not weld, cut, or abrade surfaces of exterior units that have been hot-dip galvanized after fabrication and are for bolted or screwed field connections.
3. Field Welding: Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals. Obtain fusion without undercut or overlap. Remove welding flux immediately. At exposed connections, finish exposed welds and surfaces smooth and blended so no roughness shows after finishing and contour of welded surface matches that of adjacent surface.
4. Fastening to In-Place Construction: Provide anchorage devices and fasteners where metal fabrications are required to be fastened to in-place construction.
5. Provide temporary bracing or anchors in formwork for items that are to be built into concrete, masonry, or similar construction.

##### B. Installing Miscellaneous Framing and Supports: Install framing and supports to comply with requirements of items being supported, including manufacturers' written instructions and requirements indicated on Shop Drawings. Anchor supports securely to, and rigidly brace from, building structure.

1. Anchor bollards in place with concrete footings. Center and align bollards in holes 3 inches (75 mm) above bottom of excavation. Place concrete and vibrate or tamp for consolidation. Support and brace bollards in position until concrete has cured.
2. Fill bollards solidly with concrete, mounding top surface or provide precast top to shed water.
3. Install specified thermoplastic sleeves over metal bollards in accordance with manufacturer's printed instructions.

##### C. Installing Bearing and Leveling Plates: Clean concrete and masonry bearing surfaces of bond-reducing materials, and roughen to improve bond to surfaces. Clean bottom surface of plates. Set bearing and leveling plates on wedges, shims, or leveling nuts. After bearing members have been positioned and plumbed, tighten anchor bolts. Do not remove wedges or shims but, if protruding, cut off flush with edge of bearing plate before packing with nonshrink grout. Pack grout solidly between bearing surfaces and plates to ensure that no voids remain.

#### 3.2 ADJUSTING AND CLEANING

- ##### A. Touchup Painting: Immediately after erection, clean field welds, bolted connections, and abraded areas. Paint uncoated and abraded areas with the same material as used for shop painting to comply with SSPC-PA 1 for touching up shop-painted surfaces.

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CENTRAL COUNTY TRANSPORTATION AUTHORITY**

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- B. Galvanized Surfaces: Clean field welds, bolted connections, and abraded areas and repair galvanizing to comply with ASTM A 780/A 780M.

**END OF SECTION 05 5000**

## SECTION 06 1000 - ROUGH CARPENTRY

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section Includes:
1. Wood blocking and nailers.

#### 1.2 ACTION SUBMITTALS

- A. Product Data: For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application details.
1. Include data for wood-preservative treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Indicate type of preservative used and net amount of preservative retained.
  2. Include data for fire-retardant treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Include physical properties of treated materials based on testing by a qualified independent testing agency.
  3. For fire-retardant treatments, include physical properties of treated lumber both before and after exposure to elevated temperatures, based on testing by a qualified independent testing agency according to ASTM D 5664.
  4. For products receiving a waterborne treatment, include statement that moisture content of treated materials was reduced to levels specified before shipment to Project site.

#### 1.3 INFORMATIONAL SUBMITTALS

- A. Material Certificates: For dimension lumber specified to comply with minimum allowable unit stresses. Indicate species and grade selected for each use and design values approved by the ALSC Board of Review.
- B. Evaluation Reports: For the following, from ICC-ES:
1. Wood-preservative-treated wood.
  2. Fire-retardant-treated wood.

#### 1.4 QUALITY ASSURANCE

- A. Testing Agency Qualifications: For testing agency providing classification marking for fire-retardant treated material, an inspection agency acceptable to authorities having jurisdiction that periodically performs inspections to verify that the material bearing the classification marking is representative of the material tested.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Stack wood products flat with spacers beneath and between each bundle to provide air circulation. Protect wood products from weather by covering with waterproof sheeting, securely anchored. Provide for air circulation around stacks and under coverings.

PART 2 - PRODUCTS

2.1 WOOD PRODUCTS, GENERAL

- A. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, comply with the applicable rules of any rules-writing agency certified by the ALSC Board of Review. Grade lumber by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.
  - 1. Factory mark each piece of lumber with grade stamp of grading agency.
  - 2. Dress lumber, S4S, unless otherwise indicated.
- B. Maximum Moisture Content of Lumber: 19 percent unless otherwise indicated.

2.2 WOOD-PRESERVATIVE-TREATED LUMBER

- A. Preservative Treatment by Pressure Process: AWPA U1; Use Category UC2 for interior construction not in contact with ground, Use Category UC3b for exterior construction not in contact with ground, and Use Category UC4a for items in contact with ground.
  - 1. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium.
- B. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent. Do not use material that is warped or that does not comply with requirements for untreated material.
- C. Mark lumber with treatment quality mark of an inspection agency approved by the ALSC Board of Review.
- D. Application: Treat items indicated on Drawings, and the following:
  - 1. Wood cants, nailers, curbs, equipment support bases, blocking, stripping, and similar members in connection with roofing, flashing, vapor barriers, and waterproofing.
  - 2. Wood sills, sleepers, blocking, stripping, and similar concealed members in contact with masonry or concrete.

2.3 FIRE-RETARDANT-TREATED MATERIALS

- A. General: Where fire-retardant-treated materials are indicated, materials shall comply with requirements in this article, that are acceptable to authorities having jurisdiction, and with fire-test-response characteristics specified as determined by testing identical products per test method indicated by a qualified testing agency.



- B. Fire-Retardant-Treated Lumber and Plywood by Pressure Process: Products with a flame-spread index of 25 or less when tested according to ASTM E 84, and with no evidence of significant progressive combustion when the test is extended an additional 20 minutes, and with the flame front not extending more than 10.5 feet (3.2 m) beyond the centerline of the burners at any time during the test.
  - 1. Treatment shall not promote corrosion of metal fasteners.
  - 2. Interior Type A: Treated materials shall have a moisture content of 28 percent or less when tested according to ASTM D 3201 at 92 percent relative humidity. Use where exterior type is not indicated.
- C. Kiln-dry lumber after treatment to maximum moisture content of 19 percent. Kiln-dry plywood after treatment to maximum moisture content of 15 percent.
- D. Identify fire-retardant-treated wood with appropriate classification marking of qualified testing agency.
- E. Application: Treat items indicated on Drawings, and the following:
  - 1. Plywood backing panels.

#### 2.4 MISCELLANEOUS LUMBER

- A. General: Provide miscellaneous lumber indicated and lumber for support or attachment of other construction, including the following:
  - 1. Blocking.
  - 2. Nailers.
  - 3. Grounds.
- B. Dimension Lumber Items: Standard, Stud, or No. 3 grade lumber of any species.
- C. Concealed Boards: 19 percent maximum moisture content and any of the following species and grades:
  - 1. Mixed southern pine or southern pine; No. 3 grade; SPIB.
  - 2. Eastern softwoods; No. 3 Common grade; NeLMA.
  - 3. Northern species; No. 3 Common grade; NLGA.
  - 4. Western woods; Standard or No. 3 Common grade; WCLIB or WWPA.
- D. For blocking not used for attachment of other construction, Utility, Stud, or No. 3 grade lumber of any species may be used provided that it is cut and selected to eliminate defects that will interfere with its attachment and purpose.
- E. For blocking and nailers used for attachment of other construction, select and cut lumber to eliminate knots and other defects that will interfere with attachment of other work.

#### 2.5 FASTENERS

- A. General: Fasteners shall be of size and type indicated and shall comply with requirements specified in this article for material and manufacture.

1. Where rough carpentry is exposed to weather, in ground contact, pressure-preservative treated, or in area of high relative humidity, provide fasteners with hot-dip zinc coating complying with ASTM A 153/A 153M.
- B. Nails, Brads, and Staples: ASTM F 1667.
- C. Power-Driven Fasteners: Fastener systems with an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC70.
- D. Post-Installed Anchors: Fastener systems with an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC01 or ICC-ES AC58 as appropriate for the substrate.
  1. Material for Interior Applications: Carbon-steel components, zinc plated to comply with ASTM B 633, Class Fe/Zn 5.
  2. Material for Exterior Applications: Stainless steel with bolts and nuts complying with ASTM F 593 and ASTM F 594, Alloy Group 1 or 2 (ASTM F 738M and ASTM F 836M, Grade A1 or A4).

### PART 3 - EXECUTION

#### 3.1 INSTALLATION, GENERAL

- A. Framing Standard: Comply with AF&PA's WCD 1, "Details for Conventional Wood Frame Construction," unless otherwise indicated.
- B. Set rough carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit rough carpentry accurately to other construction. Locate nailers, blocking, grounds, and similar supports to comply with requirements for attaching other construction.
- C. Install plywood backing panels by fastening to studs; coordinate locations with utilities requiring backing panels. Install fire-retardant-treated plywood backing panels with classification marking of testing agency exposed to view.
- D. Provide blocking and framing as indicated and as required to support facing materials, fixtures, specialty items, and trim.
  1. Provide metal clips for fastening gypsum board or lath at corners and intersections where framing or blocking does not provide a surface for fastening edges of panels. Space clips not more than 16 inches (406 mm) o.c.
- E. Sort and select lumber so that natural characteristics do not interfere with installation or with fastening other materials to lumber. Do not use materials with defects that interfere with function of member or pieces that are too small to use with minimum number of joints or optimum joint arrangement.
- F. Comply with AWWA M4 for applying field treatment to cut surfaces of preservative-treated lumber.
- G. Where wood-preservative-treated lumber is installed adjacent to metal decking, install continuous flexible flashing separator between wood and metal decking.
- H. Securely attach rough carpentry work to substrate by anchoring and fastening as indicated, complying with the following:

1. Table 2304.9.1, "Fastening Schedule," in ICC's International Building Code (IBC).
2. ICC-ES evaluation report for fastener.

### 3.2 PROTECTION

- A. Protect wood that has been treated with inorganic boron (SBX) from weather. If, despite protection, inorganic boron-treated wood becomes wet, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.
- B. Protect rough carpentry from weather. If, despite protection, rough carpentry becomes wet enough that moisture content exceeds that specified, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.

**END OF SECTION 06 1000**

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## SECTION 07 5323 - ETHYLENE-PROPYLENE-DIENE-MONOMER (EPDM) ROOFING

### PART 1 - GENERAL

#### 1.1 SUMMARY

A. Section Includes:

1. Adhered ethylene-propylene-diene-terpolymer (EPDM) roofing system.
2. Substrate board.
3. Vapor retarder.
4. Roof insulation.
5. Cover board.
6. Walkways.

B. Section includes installation of sound-absorbing insulation strips in ribs of roof deck. Sound-absorbing insulation strips are furnished under Section 05 3100 "Steel Decking."

C. Related Requirements:

1. Section 06 1000 "Rough Carpentry" for wood nailers, curbs, and blocking.
2. Section 07 7100 "Roof Specialties" for manufactured copings and roof edge flashings.
3. Section 07 9200 "Joint Sealants" for joint sealants, joint fillers, and joint preparation.

#### 1.2 DEFINITIONS

A. Roofing Terminology: Definitions in ASTM D1079 and glossary of NRCA's "The NRCA Roofing Manual: Membrane Roof Systems" apply to work of this Section.

#### 1.3 PREINSTALLATION MEETINGS

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

1. Meet with Owner, Architect, Construction Manager, Owner's insurer if applicable, testing and inspecting agency representative, roofing Installer, roofing system manufacturer's representative, and installers whose work interfaces with or affects roofing, including installers of roof accessories and roof-mounted equipment.
2. Review methods and procedures related to roofing installation, including manufacturer's written instructions.
3. Review and finalize construction schedule, and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
4. Examine deck substrate conditions and finishes, including flatness and fastening.
5. Review structural loading limitations of roof deck during and after roofing.
6. Review base flashings, special roofing details, roof drainage, roof penetrations, equipment curbs, and condition of other construction that affects roofing system.
7. Review temporary protection requirements for roofing system during and after installation.

8. Review roof observation and repair procedures after roofing installation.

#### 1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. FM Approvals' RoofNav Listing:
  1. For insulation and roof system component fasteners, include copy of FM Approvals' RoofNav listing. Submittal package must indicate the RoofNav Assembly numbers being used on the project, and must contain a complete FM Approvals' RoofNav assembly report indicating the required fasteners for each component of the roof assembly. A separate assembly number and report must be provided for each of the fire/windstorm classifications listed under the performance requirements for each zone of the roof.
- C. Shop Drawings: Include roof plans with project specific sections, details, and attachments to other work. Generic details from manufacturer's catalog will not satisfy this requirement. Roof plan shall be coordinated with the FM Approvals' RoofNav listing, and shall include the following:
  1. Layout and thickness if insulation and cover board.
  2. Insulation and cover board fastening patterns for corner, perimeter, and field-of-roof locations.
  3. Base flashings and membrane terminations.
  4. Flashing details at penetrations and equipment curbs.
  5. Tapered insulation, thickness, and slopes.
  6. Orientation of steel roof deck
  7. Orientation and joint locations of roof membrane.
  8. Membrane fastening patterns for corner, perimeter, and field-of-roof locations.
- D. Samples for Verification: For the following products:
- E. Wind Uplift Resistance Submittal: For roofing system, indicating compliance with wind uplift performance requirements.

#### 1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer and manufacturer.
- B. Manufacturer Certificates:
  1. Performance Requirement Certificate: Signed by roof membrane manufacturer, certifying that roofing system complies with requirements specified in "Performance Requirements" Article. Include evidence of complying with performance requirements.
  2. Special Warranty Certificate: Signed by roof membrane manufacturer, certifying that all materials supplied under this Section are acceptable for special warranty.
- C. Product Test Reports: For components of roof membrane and insulation, for tests performed by a qualified testing agency, indicating compliance with specified requirements.

- D. Evaluation Reports: For components of roofing system, from ICC-ES.
  - 1. Fastener-pullout test results and manufacturer's revised requirements for fastener patterns.
- E. Sample Warranties: For manufacturer's special warranties.

#### 1.6 CLOSEOUT SUBMITTALS

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

#### 1.7 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A qualified manufacturer that is UL listed, listed in FM Approvals' RoofNav, and listed in SPRI's Directory of Roof Assemblies for roofing system identical to that used for this Project.
- B. Installer Qualifications: A qualified firm that is approved, authorized, or licensed by roofing system manufacturer to install manufacturer's product and that is eligible to receive manufacturer's special warranty.

#### 1.8 DELIVERY, STORAGE, AND HANDLING

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

#### 1.9 FIELD CONDITIONS

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

#### 1.10 WARRANTY

- A. Special Warranty: Manufacturer agrees to repair or replace components of roofing system that fail in materials or workmanship within specified warranty period.

1. Special warranty includes roof membrane, base flashings, roof insulation, fasteners, cover boards, substrate board, vapor retarders, walkway products, flashings and counter flashings, copings and facias, and other components of roofing system.
  2. Wind Speed: Warranty shall not have limitation for wind damage for wind speed less than 115 mph (185 kph).
  3. Wind Uplift: Warranty shall not have limitation for damage for wind uplift less than the uplift resistance values specified under performance requirements.
  4. Warranty Period: 20 years from Date of Substantial Completion.
- B. Special Project Warranty: Submit roofing Installer's warranty, signed by Installer, covering the Work of this Section, including all components of roofing system such as roof membrane, base flashing, roof insulation, fasteners, cover boards, substrate boards, vapor retarders, and walkway products, flashings and counter flashings, copings and facias, for the following warranty period:
1. Warranty Period: Two years from Date of Substantial Completion.

## PART 2 - PRODUCTS

### 2.1 PERFORMANCE REQUIREMENTS

- A. General Performance: Installed roofing system and base flashings shall withstand specified uplift pressures, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Roofing and flashings shall remain watertight.
1. Accelerated Weathering: Roof membrane shall withstand 2000 hours of exposure when tested according to ASTM G152, ASTM G154, or ASTM G155.
  2. Impact Resistance: Roof membrane shall resist impact damage when tested according to ASTM D3746, ASTM D4272, or the Resistance to Foot Traffic Test in FM Approvals 4470.
- B. Material Compatibility: Roofing materials shall be compatible with one another and adjacent materials under conditions of service and application required, as demonstrated by roof membrane manufacturer based on testing and field experience.
- C. Wind Uplift Resistance: Design roofing system to resist the following wind uplift pressures when tested according to FM Approvals 4474, UL 580, or UL 1897:
1. Zone 1 (Roof Area Field): 28.4 lbf/sq. ft. (1.36 kPa/sq. m).
  2. Zone 2 (Roof Area Perimeter): 47.7 lbf/sq. ft. (2.28 kPa/sq. m).
  3. Zone 3 (Roof Area Corners): 71.8 lbf/sq. ft. (3.44 kPa/sq. m).
- D. FM Approvals' RoofNav Listing: Roof membrane, base flashings, and component materials shall comply with requirements in FM Approvals 4450 or FM Approvals 4470 as part of a roofing system, and shall be listed in FM Approvals' RoofNav for Class 1 or noncombustible construction, as applicable. Identify materials with FM Approvals Certification markings.
1. Fire/Windstorm Classification:
    - a. Zone 1 (Roof Area Field): Class 1A-60.



- b. Zone 2 (Roof Area Perimeter): Class 1A-105.
  - c. Zone 3 (Roof Area Corners): Class 1A-150.
2. Hail-Resistance Rating: FM Global Property Loss Prevention Data Sheet 1-34 MH.
- E. SPRI's Directory of Roof Assemblies Listing: Roof membrane, base flashings, and component materials shall comply with requirements in FM Approvals 4450 or FM Approvals 4470 as part of a roofing system, and shall be listed in SPRI's Directory of Roof Assemblies for roof assembly identical for that specified for this Project.
- F. Exterior Fire-Test Exposure: ASTM E108 or UL 790, Class A; for application and roof slopes indicated; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
- G. Fire-Resistance Ratings: Comply with fire-resistance-rated assembly designs indicated. Identify products with appropriate markings of applicable testing agency.

## 2.2 ETHYLENE-PROPYLENE-DIENE-TERPOLYMER (EPDM) ROOFING

- A. Manufacturers:
1. Subject to compliance with requirements, provide products by one of the following:
    - a. Carlisle SynTec Incorporated.
    - b. Firestone Building Products.
    - c. Johns Manville; a Berkshire Hathaway company.
- B. EPDM Sheet: ASTM D4637/D4637M, Type I, nonreinforced, EPDM sheet.
1. Thickness: 60 mils (1.5 mm), nominal.
  2. Exposed Face Color: Black.
  3. Source Limitations: Obtain components for roofing system from roof membrane manufacturer.
  4. Application: Adhered as a part of a new roofing system.

## 2.3 AUXILIARY ROOFING MATERIALS

- A. General: Auxiliary materials recommended by roofing system manufacturer for intended use and compatible with other roofing components.
1. Adhesive and Sealants: Comply with VOC limits of authorities having jurisdiction.
    - a. Plastic Foam Adhesives: 50 g/L.
    - b. Gypsum Board and Panel Adhesives: 50 g/L.
    - c. Multipurpose Construction Adhesives: 70 g/L.
    - d. Fiberglass Adhesives: 80 g/L.
    - e. Contact Adhesives: 80 g/L.
    - f. PVC Welding Compounds: 510 g/L.
    - g. Other Adhesives: 250 g/L.
    - h. Single-Ply Roof Membrane Sealants: 450 g/L.
    - i. Nonmembrane Roof Sealants: 300 g/L.

- j. Sealant Primers for Nonporous Substrates: 250 g/L.
- k. Sealant Primers for Porous Substrates: 775 g/L.
  
- B. Sheet Flashing: 60-mil- (1.5-mm-) thick EPDM, partially cured or cured, according to application.
- C. Prefabricated Pipe Flashings: As recommended by roof membrane manufacturer.
- D. Bonding Adhesive: Manufacturer's standard.
- E. Low-Rise, Urethane, Fabric-Backed Membrane Adhesive: Roof system manufacturer's standard spray-applied, low-rise, two-component urethane adhesive formulated for compatibility and use with fabric-backed membrane roofing.
- F. Seaming Material: Manufacturer's standard, synthetic-rubber polymer primer and 3-inch- (75-mm-) wide minimum, butyl splice tape with release film. Factory-applied seam tape will not be accepted.
- G. Lap Sealant: Manufacturer's standard, single-component sealant, colored to match membrane roofing.
- H. Water Cutoff Mastic: Manufacturer's standard butyl mastic sealant.
- I. Metal Termination Bars: Manufacturer's standard, predrilled stainless steel or aluminum bars, approximately 1 by 1/8 inch (25 by 3 mm) thick; with anchors.
- J. Fasteners: Factory-coated steel fasteners and metal or plastic plates complying with corrosion-resistance provisions in FM Approvals 4470, designed for fastening components to substrate, and acceptable to roofing system manufacturer.
- K. Miscellaneous Accessories: Provide pourable sealers, preformed cone and vent sheet flashings, molded pipe boot flashings, preformed inside and outside corner sheet flashings, reinforced EPDM securement strips, T-joint covers, in-seam sealants, termination reglets, cover strips, and other accessories.
  
- 2.4 SUBSTRATE BOARDS
  - A. Substrate Board: ASTM C1177/C1177M, glass-mat, water-resistant gypsum board or ASTM C1278/C1278M, fiber-reinforced gypsum board.
    - 1. Thickness: Type X, 5/8 inch (16 mm).
    - 2. Surface Finish: Factory primed.
  - B. Fasteners: Factory-coated steel fasteners and metal or plastic plates complying with corrosion-resistance provisions in FM Approvals 4470, designed for fastening substrate panel to roof deck.
  
- 2.5 VAPOR RETARDER
  - A. Self-Adhering-Sheet Vapor Retarder: ASTM D1970/D1970M, polyethylene film laminated to layer of rubberized asphalt adhesive, minimum 40-mil- (1.0-mm-) total thickness; maximum permeance rating of 0.1 perm (6 ng/Pa x s x sq. m); cold applied, with slip-resisting surface and release paper backing. Provide primer when recommended by vapor retarder manufacturer.

## 2.6 ROOF INSULATION

- A. General: Preformed roof insulation boards manufactured by EPDM roof membrane manufacturer, approved for use in FM Approvals' RoofNav-listed roof assemblies.
- B. Polyisocyanurate Board Insulation: ASTM C1289, Type II, Class 1, Grade 2, felt or glass-fiber mat facer on both major surfaces.
  - 1. Compressive Strength: 20 psi (138 kPa).
  - 2. Thickness: As indicated on drawings.
- C. Composite Polyisocyanurate Board Insulation will not be accepted.
- D. Tapered Insulation: Provide factory-tapered insulation boards.
  - 1. Material: Match roof insulation.
  - 2. Minimum Thickness: 1/4 inch (6.35 mm).
    - a. Roof Field: 1/4 inch per foot (1:48) unless otherwise indicated on Drawings.
    - b. Saddles and Crickets: 1/2 inch per foot (1:24) unless otherwise indicated on Drawings.

## 2.7 COVERBOARD

- 1. Cover Board: ASTM C 1289 Type II, Class 4, Grade 1, 1/2-inch- (13-mm-) thick polyisocyanurate, with a minimum compressive strength of 80 psi (551 kPa).
- 2. Thermal Resistance: Minimum R 2.5.

## 2.8 WALKWAYS

- A. Flexible Walkways: Factory-formed, nonporous, heavy-duty, slip-resisting, surface-textured walkway pads, approximately 3/16 inch (5 mm) thick and acceptable to roofing system manufacturer.
  - 1. Size: Approximately 36 by 60 inches x 50 feet. Location to be determined in the field.
  - 2. Color: Contrasting with roof membrane.
  - 3. Note 50 feet compatible with EPDM roofing and another 50 feet compatible with TPO roofing for a total of 100 feet.
    - a.

## 2.9 INSULATION ACCESSORIES

- A. General: Roof insulation accessories recommended by insulation manufacturer for intended use and compatibility with other roofing system components.
- B. Fasteners: Factory-coated steel fasteners and metal or plastic plates complying with corrosion-resistance provisions in FM Approvals 4470, designed for fastening roof insulation and cover boards to substrate, and acceptable to roofing system manufacturer.
- C. Insulation Adhesive: Insulation manufacturer's recommended adhesive formulated to attach roof insulation to substrate or to another insulation layer as follows:

1. Bead-applied, low-rise, one-component or multicomponent urethane adhesive.
2. Full-spread, spray-applied, low-rise, two-component urethane adhesive.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements and other conditions affecting performance of the Work.
  1. Verify that roof openings and penetrations are in place, curbs are set and braced, and roof-drain bodies are securely clamped in place.
  2. Verify that wood blocking, curbs, and nailers are securely anchored to roof deck at penetrations and terminations.
  3. Verify that surface plane flatness and fastening of steel roof deck complies with requirements in Section 05 3100 "Steel Decking."
  4. Verify minimum concrete drying period recommended by roofing system manufacturer has passed.
  5. Verify that concrete substrate is visibly dry and free of moisture, and that minimum concrete internal relative humidity is not more than recommended by roofing system manufacturer when tested according to ASTM F2170. Submit test reports within 24 hours of performing tests.
  6. Verify that concrete-curing compounds that will impair adhesion of roofing components to roof deck have been removed.
  7. Verify that joints in precast concrete roof decks have been grouted flush with top of concrete.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

#### 3.2 PREPARATION

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

#### 3.3 INSTALLATION OF ROOFING, GENERAL

- A. Install roofing system according to roofing system manufacturer's written instructions, submitted FM Approvals' RoofNav assembly requirements, and FM Global Property Loss Prevention Data Sheet 1-29.
- B. Complete terminations and base flashings and provide temporary seals to prevent water from entering completed sections of roofing system at end of workday or when rain is forecast. Remove and discard temporary seals before beginning work on adjoining roofing.

### 3.4 INSTALLATION OF SUBSTRATE BOARD

- A. Install substrate board with long joints in continuous straight lines, with end joints staggered not less than 24 inches (610 mm) in adjacent rows.
  - 1. At steel roof decks, install substrate board at right angle to flutes of deck. Locate end joints over crests of steel roof deck.
  - 2. Tightly butt substrate boards together.
  - 3. Cut substrate board to fit tight around penetrations and projections, and to fit tight to intersecting sloping roof decks.
  - 4. Fasten substrate board to top flanges of steel deck according to requirements in submitted FM Approvals' RoofNav assembly for specified Windstorm Resistance Classification and FM Global Property Loss Prevention Data Sheet 1-29.

### 3.5 INSTALLATION OF VAPOR RETARDER

- A. Self-Adhering-Sheet Vapor Retarder: Prime substrate if required by manufacturer. Install self-adhering-sheet vapor retarder over area to receive vapor retarder, side and end lapping each sheet a minimum of 3-1/2 and 6 inches (90 and 150 mm), respectively.
  - 1. Extend vertically up parapet walls and projections to a minimum height equal to height of insulation and cover board.
  - 2. Seal laps by rolling.
- B. Completely seal vapor retarder at terminations, obstructions, and penetrations to prevent air movement into roofing system.

### 3.6 INSTALLATION OF INSULATION

- A. Coordinate installing roofing system components so insulation is not exposed to precipitation or left exposed at end of workday.
- B. Comply with roofing system and insulation manufacturer's written instructions for installing roof insulation.
- C. Installation Over Metal Decking:
  - 1. Install base layer of insulation with joints staggered not less than 24 inches (610 mm) in adjacent rows and with long joints continuous at right angle to flutes of decking.
    - a. Locate end joints over crests of decking.
    - b. Trim insulation neatly to fit around penetrations and projections, and to fit tight to intersecting sloping roof decks.
    - c. Make joints between adjacent insulation boards not more than 1/4 inch (6 mm) in width.
    - d. At internal roof drains, slope insulation to create a square drain sump with each side equal to the diameter of the drain bowl plus 24 inches (610 mm). Trim insulation so that water flow is unrestricted.
    - e. Fill gaps exceeding 1/4 inch (6 mm) with insulation.
    - f. Cut and fit insulation within 1/4 inch (6 mm) of nailers, projections, and penetrations.



- a. Staggered end joints within each layer not less than 24 inches (305 mm) in adjacent rows.
- b. Install with long joints continuous and with end joints staggered not less than 12 inches (305 mm) in adjacent rows.
- c. Trim insulation neatly to fit around penetrations and projections, and to fit tight to intersecting sloping roof decks.
- d. Make joints between adjacent insulation boards not more than 1/4 inch (6 mm) in width.
- e. At internal roof drains, slope insulation to create a square drain sump with each side equal to the diameter of the drain bowl plus 24 inches (610 mm). Trim insulation so that water is unrestricted.
- f. Fill gaps exceeding 1/4 inch (6 mm) with insulation.
- g. Cut and fit insulation within 1/4 inch (6 mm) of nailers, projections, and penetrations.
- h. Adhere each layer of insulation to substrate using adhesive according to submitted FM Approvals' RoofNav listed roof assembly requirements for specified Windstorm Resistance Classification and FM Global Property Loss Prevention Data Sheet 1-29, as follows:
  - 1) Set each layer of insulation in ribbons of bead-applied insulation adhesive, firmly pressing and maintaining insulation in place.
  - 2) Fasten insulation to resist specified uplift pressure at corners, perimeter, and field of roof.

### 3.7 INSTALLATION OF COVER BOARDS

- A. Install cover boards over insulation with long joints in continuous straight lines with end joints staggered between rows. Offset joints of insulation below a minimum of 6 inches (150 mm) in each direction.
  1. Trim cover board neatly to fit around penetrations and projections, and to fit tight to intersecting sloping roof decks.
  2. At internal roof drains, conform to slope of drain sump. Trim cover board so that water flow is unrestricted.
  3. Cut and fit cover board tight to nailers, projections, and penetrations.
  4. Adhere cover board to substrate using adhesive according to submitted FM Approvals' RoofNav listed roof assembly requirements for specified Windstorm Resistance Classification and FM Global Property Loss Prevention Data Sheet 1-29, as follows:
    - a. Set cover board in ribbons of bead-applied insulation adhesive, firmly pressing and maintaining insulation in place.
    - b. Fasten cover board to resist specified uplift pressure at corners, perimeter, and field of roof.

### 3.8 INSTALLATION OF ADHERED ROOF MEMBRANE

- A. Adhere roof membrane over area to receive roofing according to roofing system manufacturer's written instructions.
- B. Unroll membrane roof membrane and allow to relax before installing.
- C. Start installation of roofing in presence of roofing system manufacturer's technical personnel and Owner's testing and inspection agency.
- D. Accurately align roof membrane, and maintain uniform side and end laps of minimum dimensions required by manufacturer. Stagger end laps.

- E. Bonding Adhesive: Apply to substrate and underside of roof membrane at rate required by manufacturer, and according to submitted FM Approvals' RoofNav listed roof assembly requirements for specified Windstorm Resistance Classification. Allow to partially dry before installing roof membrane. Do not apply to splice area of roof membrane.
- F. In addition to adhering, mechanically fasten roof membrane securely at terminations, penetrations, and perimeters.
- G. Apply roof membrane with side laps shingled with slope of roof deck..
- H. Tape Seam Installation: Clean and prime both faces of splice areas, apply splice tape.
  - 1. Firmly roll side and end laps of overlapping roof membrane to ensure a watertight seam installation.
  - 2. Apply lap sealant and seal exposed edges of roofing terminations.
- I. Do not use Factory-Applied Seam Tape.
- J. Repair tears, voids, and lapped seams in roof membrane that do not comply with requirements.
- K. Spread sealant or mastic bed over deck-drain flange at roof drains, and securely seal roof membrane in place with clamping ring.

### 3.9 INSTALLATION OF BASE FLASHING

- A. Install sheet flashings and preformed flashing accessories, and adhere to substrates according to roofing system manufacturer's written instructions.
- B. Apply bonding adhesive to substrate and underside of sheet flashing at required rate, and allow to partially dry. Do not apply to seam area of flashing.
- C. Flash penetrations and field-formed inside and outside corners with cured or uncured sheet flashing.
- D. Clean splice areas, apply splicing cement, and firmly roll side and end laps of overlapping sheets to ensure a watertight seam installation. Apply lap sealant and seal exposed edges of sheet flashing terminations.
- E. Terminate and seal top of sheet flashings and mechanically anchor to substrate through termination bars.

### 3.10 INSTALLATION OF WALKWAYS

- A. Flexible Walkways: Install walkway products according to manufacturer's written instructions.
  - 1. Install flexible walkways at the following locations:
    - a. Perimeter of each rooftop unit.
    - b. Between each roof hatch and each rooftop unit location or path connecting rooftop units.
    - c. Top and bottom of each roof access ladder.
    - d. As required by roof membrane manufacturer's warranty requirements.



2. Provide 6-inch (76-mm) clearance between adjoining pads.
3. Adhere walkway products to substrate with compatible adhesive according to roofing system manufacturer's written instructions.

**3.11 FIELD QUALITY CONTROL**

- A. Testing Agency: Owner will engage a qualified testing agency to inspect substrate conditions, surface preparation, roof membrane application, sheet flashings, protection, and drainage components, and to furnish reports to Architect.
- B. Final Roof Inspection: Arrange for roofing system manufacturer's technical personnel to inspect roofing installation on completion, in presence of Architect, and to prepare inspection report.
- C. Repair or remove and replace components of roofing system where inspections indicate that they do not comply with specified requirements.
- D. Additional testing and inspecting, at Contractor's expense, will be performed to determine if replaced or additional work complies with specified requirements.

**3.12 PROTECTING AND CLEANING**

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

**END OF SECTION 07 5323**

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## SECTION 07 5423 - THERMOPLASTIC POLYOLEFIN (TPO) ROOFING

### PART 1 - GENERAL

#### 1.1 SUMMARY

A. Section Includes:

1. Adhered thermoplastic polyolefin (TPO) roofing system where tying into exiting roof system.

#### 1.2 DEFINITIONS

- A. Roofing Terminology: Definitions in ASTM D 1079 and glossary in NRCA's "The NRCA Roofing Manual: Membrane Roof Systems" apply to Work of this Section.

#### 1.3 PREINSTALLATION MEETINGS

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

#### 1.4 ACTION SUBMITTALS

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

1. For insulation and roof system component fasteners, include copy of FM Approvals' RoofNav listing.

- B. Shop Drawings: Include roof plans, sections, details, and attachments to other work, including the following:

1. Layout and thickness of insulation.
2. Base flashings and membrane termination details.
3. Flashing details at penetrations.
4. Tapered insulation layout, thickness, and slopes.
5. Roof plan showing orientation of steel roof deck and orientation of roof membrane, fastening spacings, and patterns for mechanically fastened roofing system.
6. Insulation fastening patterns for corner, perimeter, and field-of-roof locations.
7. Tie-in with adjoining air barrier.

- C. Wind Uplift Resistance Submittal: For roofing system, indicating compliance with wind uplift performance requirements.

#### 1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer and manufacturer.

- B. Manufacturer Certificates:

1. Performance Requirement Certificate: Signed by roof membrane manufacturer, certifying that roofing system complies with requirements specified in "Performance Requirements" Article.
    - a. Submit evidence of compliance with performance requirements.
  2. Special Warranty Certificate: Signed by roof membrane manufacturer, certifying that all materials supplied under this Section are acceptable for special warranty.
- C. Evaluation Reports: For components of roofing system, from ICC-ES.
- D. Field Test Reports:
1. Concrete internal relative humidity test reports.
- E. Field quality-control reports.
- F. Sample warranties.
- 1.6 CLOSEOUT SUBMITTALS
- A. Maintenance data.
  - B. Certified statement from existing roof membrane manufacturer stating that existing roof warranty has not been affected by Work performed under this Section.
- 1.7 QUALITY ASSURANCE
- A. Installer Qualifications: A qualified firm that is approved, authorized, or licensed by roofing system manufacturer to install manufacturer's product and that is eligible to receive manufacturer's special warranty.
- 1.8 DELIVERY, STORAGE, AND HANDLING
- A. Deliver roofing materials to Project site in original containers with seals unbroken and labeled with manufacturer's name, product brand name and type, date of manufacture, approval or listing agency markings, and directions for storing and mixing with other components.
  - B. Store liquid materials in their original undamaged containers in a clean, dry, protected location and within the temperature range required by roofing system manufacturer. Protect stored liquid material from direct sunlight.
    1. Discard and legally dispose of liquid material that cannot be applied within its stated shelf life.
  - C. Protect roof insulation materials from physical damage and from deterioration by sunlight, moisture, soiling, and other sources. Store in a dry location. Comply with insulation manufacturer's written instructions for handling, storing, and protecting during installation.
  - D. Handle and store roofing materials, and place equipment in a manner to avoid permanent deflection of deck.

1.9 FIELD CONDITIONS

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

1.10 WARRANTY

- A. Special Warranty: Manufacturer agrees to repair or replace components of roofing system that fail in materials or workmanship within specified warranty period.
1. Special warranty includes roofing membrane, all other items specified in this Section, flashings and counterflashings, coping and gravel stop, and other components of membrane roofing system.
  2. Wind Speed: Warranty shall not have limitation for wind damage for wind speed less than 100 mph.
  3. Warranty Period: 20 years from date of Substantial Completion.
- B. Special Warranty: Installer agrees to repair or replace components of roofing system that fail in materials or workmanship within specified warranty period.
1. Warranty Period 2 years.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. General Performance: Installed roofing system and flashings shall withstand specified uplift pressures, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Roof system and flashings shall remain watertight.
1. Accelerated Weathering: Roof membrane shall withstand 2000 hours of exposure when tested according to ASTM G 152, ASTM G 154, or ASTM G 155.
  2. Impact Resistance: Roof membrane shall resist impact damage when tested according to ASTM D 3746, ASTM D 4272, or the "Resistance to Foot Traffic Test" in FM Approvals 4470.
- B. Wind Uplift Resistance: Design roofing system to resist the following wind uplift pressures when tested according to FM Approvals 4474, UL 580, or UL 1897:
1. Zone 1 (Roof Area Field): 25.6 lbf/sq. ft. (1230 Pa).
  2. Zone 2 (Roof Area Perimeter): 42.9 lbf/sq. ft. (2060 Pa).
    - a. Location: From roof edge to 10.5 feet (3.2 m) inside roof edge.
  3. Zone 3 (Roof Area Corners): 64.6 lbf/sq. ft. (3100 Pa).
    - a. Location: 21 feet (6.4 m) in each direction from building corner.
- C. Exterior Fire-Test Exposure: ASTM E 108 or UL 790, Class A; for application and roof slopes indicated; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.

## 2.2 THERMOPLASTIC POLYOLEFIN (TPO) ROOFING

- A. TPO Sheet: ASTM D 6878/D 6878M, internally fabric- or scrim-reinforced, TPO sheet.
  - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. Carlisle SynTec Incorporated.
    - b. Firestone Building Products.
    - c. Johns Manville; a Berkshire Hathaway company.
  - 2. Thickness: 60 mils (2.0 mm), nominal.
  - 3. Exposed Face Color: white
- B. Source Limitations: Obtain components for roofing system from roof membrane manufacturer or manufacturers approved by roof membrane manufacturer.

## 2.3 AUXILIARY ROOFING MATERIALS

- A. General: Auxiliary materials recommended by roofing system manufacturer for intended use and compatible with other roofing components.
- B. Sheet Flashing: Manufacturer's standard unreinforced TPO sheet flashing, 55 mils (1.4 mm) thick, minimum, of same color as TPO sheet.
- C. Prefabricated Pipe Flashings: As recommended by roof membrane manufacturer.
- D. Bonding Adhesive: Manufacturer's standard.
- E. Metal Termination Bars: Manufacturer's standard, predrilled stainless steel or aluminum bars, approximately 1 by 1/8 inch (25 by 3 mm) thick; with anchors.
- F. Fasteners: Factory-coated steel fasteners and metal or plastic plates complying with corrosion-resistance provisions in FM Approvals 4470, designed for fastening roofing components to substrate, and acceptable to roofing system manufacturer.
- G. Miscellaneous Accessories: Provide pourable sealers, preformed cone and vent sheet flashings, preformed inside and outside corner sheet flashings, T-joint covers, lap sealants, termination reglets, and other accessories.

## 2.4 INSULATION ACCESSORIES – For any wet insulation replacement areas.

- A. Fasteners: Factory-coated steel fasteners with metal or plastic plates complying with corrosion-resistance provisions in FM Approvals 4470, designed for fastening roof insulation to substrate, and acceptable to roofing system manufacturer.
- B. Insulation Adhesive: Insulation manufacturer's recommended adhesive formulated to attach roof insulation to substrate or to another insulation layer as follows:
  - 1. Bead-applied, low-rise, one-component or multicomponent urethane adhesive.

2.5 COVERBOARD

1. Cover Board: ASTM C 1289 Type II, Class 4, Grade 1, 1/2-inch- (13-mm-) thick polyisocyanurate, with a minimum compressive strength of 80 psi (551 kPa).
2. Thermal Resistance: Minimum R 2.5.

2.6 WALKWAYS

- A. Flexible Walkways: Factory-formed, nonporous, heavy-duty, slip-resisting, surface-textured walkway pads, approximately 3/16 inch (5 mm) thick and acceptable to roofing system manufacturer.
1. Size: Approximately 36 by 60 inches x 50 feet. Location to be determined in the field.
  2. Color: Contrasting with roof membrane.
  3. Note 50 feet compatible with EPDM roofing and another 50 feet compatible with TPO roofing for a total of 100 feet.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements and other conditions affecting performance of the Work.
1. Verify that roof openings and penetrations are in place, curbs are set and braced, and roof-drain bodies are securely clamped in place.
  2. Verify that wood blocking, curbs, and nailers are securely anchored to roof deck at penetrations and terminations and that nailers match thicknesses of insulation.
  3. Verify that surface plane flatness and fastening of steel roof deck complies with requirements in Section 05 3100 "Steel Decking."

3.2 PREPARATION

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

3.3 ROOFING INSTALLATION, GENERAL

- A. Install roofing system according to roofing system manufacturer's written instructions, FM Approvals' RoofNav assembly requirements, and FM Global Property Loss Prevention Data Sheet 1-29.

- B. Complete terminations and base flashings and provide temporary seals to prevent water from entering completed sections of roofing system at end of workday or when rain is forecast. Remove and discard temporary seals before beginning Work on adjoining roofing.
- C. Install roof membrane and auxiliary materials to tie in to existing roofing to maintain weathertightness of transition and to not void warranty for existing roofing system.

### 3.4 SUBSTRATE BOARD INSTALLATION

### 3.5 INSULATION INSTALLATION

- A. Coordinate installing roofing system components so insulation is not exposed to precipitation or left exposed at end of workday.
- B. Comply with roofing system and roof insulation manufacturer's written instructions for installing roof insulation.
- C. Installation Over Metal Decking:
  - 1. Install base layer of insulation with end joints staggered not less than 12 inches (305 mm) in adjacent rows and with long joints continuous at right angle to flutes of decking.
    - a. Locate end joints over crests of decking.
    - b. Trim insulation neatly to fit around penetrations and projections, and to fit tight to intersecting sloping roof decks.
    - c. Make joints between adjacent insulation boards not more than 1/4 inch (6 mm) in width.
    - d. Fill gaps exceeding 1/4 inch (6 mm) with insulation.
    - e. Cut and fit insulation within 1/4 inch (6 mm) of nailers, projections, and penetrations.
    - f. Mechanically attach base layer of insulation using mechanical fasteners specifically designed and sized for fastening specified board-type roof insulation to metal decks.
      - 1) Fasten insulation to resist specified uplift pressure at corners, perimeter, and field of roof.
  - 2. Install upper layers of insulation and tapered insulation with joints of each layer offset not less than 12 inches (305 mm) from previous layer of insulation.
    - a. Staggered end joints within each layer not less than 24 inches (610 mm) in adjacent rows.
    - b. Install with long joints continuous and with end joints staggered not less than 12 inches (305 mm) in adjacent rows.
    - c. Trim insulation neatly to fit around penetrations and projections, and to fit tight to intersecting sloping roof decks.
    - d. Make joints between adjacent insulation boards not more than 1/4 inch (6 mm) in width.
    - e. At internal roof drains, slope insulation to create a square drain sump with each side equal to the diameter of the drain bowl plus 24 inches (610 mm).
      - 1) Trim insulation so that water flow is unrestricted.
    - f. Fill gaps exceeding 1/4 inch (6 mm) with insulation.
    - g. Cut and fit insulation within 1/4 inch (6 mm) of nailers, projections, and penetrations.
    - h. Adhere each layer of insulation to substrate using adhesive according to FM Approvals' RoofNav assembly requirements and FM Global Property Loss Prevention Data Sheet 1-29 for specified Windstorm Resistance Classification, as follows:



- 1) Set each layer of insulation in ribbons of bead-applied insulation adhesive, firmly pressing and maintaining insulation in place.

### 3.6 INSTALLATION OF COVER BOARDS

- A. Install cover boards over insulation with long joints in continuous straight lines with end joints staggered between rows. Offset joints of insulation below a minimum of 6 inches (150 mm) in each direction.
  1. Trim cover board neatly to fit around penetrations and projections, and to fit tight to intersecting sloping roof decks.
  2. At internal roof drains, conform to slope of drain sump.
    - a. Trim cover board so that water flow is unrestricted.
  3. Cut and fit cover board tight to nailers, projections, and penetrations.
  4. Adhere cover board to substrate using adhesive according to FM Approvals' RoofNav assembly requirements and FM Global Property Loss Prevention Data Sheet 1-29 for specified Windstorm Resistance Classification, as follows:
    - a. Set cover board in ribbons of bead-applied insulation adhesive, firmly pressing and maintaining insulation in place.

### 3.7 ADHERED ROOFING INSTALLATION

- A. Adhere roof membrane over area to receive roofing according to roofing system manufacturer's written instructions.
- B. Unroll roof membrane and allow to relax before installing.
- C. Start installation of roofing in presence of roofing system manufacturer's technical personnel.
- D. Accurately align roof membrane, and maintain uniform side and end laps of minimum dimensions required by manufacturer. Stagger end laps.
- E. Bonding Adhesive: Apply to substrate and underside of roof membrane at rate required by manufacturer, and allow to partially dry before installing roof membrane. Do not apply to splice area of roof membrane.
- F. In addition to adhering, mechanically fasten roof membrane securely at terminations, penetrations, and perimeter of roofing.
- G. Apply roof membrane with side laps shingled with slope of roof deck where possible.
- H. Seams: Clean seam areas, overlap roof membrane, and hot-air weld side and end laps of roof membrane and sheet flashings, to ensure a watertight seam installation.
  1. Test lap edges with probe to verify seam weld continuity. Apply lap sealant to seal cut edges of roof membrane and sheet flashings.
  2. Verify field strength of seams a minimum of twice daily, and repair seam sample areas.
  3. Repair tears, voids, and lapped seams in roof membrane that do not comply with requirements.
- I. Spread sealant bed over deck-drain flange at roof drains, and securely seal roof membrane in place with clamping ring.

3.8 BASE FLASHING INSTALLATION

- A. Install sheet flashings and preformed flashing accessories, and adhere to substrates according to roofing system manufacturer's written instructions and NRCA recommended details.
- B. Apply bonding adhesive to substrate and underside of sheet flashing at required rate, and allow to partially dry. Do not apply to seam area of flashing.
- C. Flash penetrations and field-formed inside and outside corners with cured or uncured sheet flashing.
- D. Clean seam areas, overlap, and firmly roll sheet flashings into the adhesive. Hot-air weld side and end laps to ensure a watertight seam installation.
- E. Terminate and seal top of sheet flashings and mechanically anchor to substrate through termination bars.

3.9 WALKWAY INSTALLATION

- A. Flexible Walkways:
  - 1. Install flexible walkways at the following locations:
    - a. Retain one or more subparagraphs below. Revise to suit Project.
    - b. Perimeter of each rooftop unit.
    - c. Between each rooftop unit location, creating a continuous path connecting rooftop unit locations.
    - d. Between each roof hatch and each rooftop unit location or path connecting rooftop unit locations.
    - e. Top and bottom of each roof access ladder.
    - f. Between each roof access ladder and each rooftop unit location or path connecting rooftop unit locations.
    - g. Locations indicated on Drawings.
    - h. As required by roof membrane manufacturer's warranty requirements.
  - 2. Provide 6-inch (76-mm) clearance between adjoining pads.
  - 3. Heat weld to substrate or adhere walkway products to substrate with compatible adhesive according to roofing system manufacturer's written instructions.

3.10 FIELD QUALITY CONTROL

- A. Final Roof Inspection: Arrange for roofing system manufacturer's technical personnel to inspect roofing installation on completion, in presence of Architect, and to prepare inspection report.
- B. Repair or remove and replace components of roofing system where inspections indicate that they do not comply with specified requirements.
- C. Additional testing and inspecting, at Contractor's expense, will be performed to determine if replaced or additional work complies with specified requirements.

**3.11 PROTECTING AND CLEANING**

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

**END OF SECTION 07 5423**

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## SECTION 07 6200 - SHEET METAL FLASHING AND TRIM

### PART 1 - GENERAL

#### 1.1 SUMMARY

A. Section Includes:

1. Formed wall sheet metal fabrications.

B. Related Requirements:

1. Section 06 1000 "Rough Carpentry" for wood nailers, curbs, and blocking.
2. Section 07 7100 "Roof Specialties" for roof specialties associated with low-slope roofs.
3. Section 07 7200 "Roof Accessories" for set-on-type curbs, equipment supports, roof hatches, vents, and other manufactured roof accessory units.

#### 1.2 COORDINATION

- A. Coordinate sheet metal flashing and trim layout and seams with sizes and locations of penetrations to be flashed, and joints and seams in adjacent materials.
- B. Coordinate sheet metal flashing and trim installation with adjoining materials, joints, and seams to provide leakproof, secure, and noncorrosive installation.

#### 1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Shop Drawings: For sheet metal flashing and trim.

1. Include plans, elevations, sections, and attachment details.
2. Distinguish between shop- and field-assembled work.
3. Include identification of finish for each item.
4. Include pattern of seams and details of termination points, expansion joints and expansion-joint covers, direction of expansion, roof-penetration flashing, and connections to adjoining work.

C. Samples for Verification: For each type of exposed finish.

#### 1.4 INFORMATIONAL SUBMITTALS

A. Qualification Data: For fabricator.

B. Sample warranty.

1.5 CLOSEOUT SUBMITTALS

- A. Maintenance data.

1.6 QUALITY ASSURANCE

- A. Fabricator Qualifications: 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.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Do not store sheet metal flashing and trim materials in contact with other materials that might cause staining, denting, or other surface damage. Store sheet metal flashing and trim materials away from uncured concrete and masonry.
- B. Protect strippable protective covering on sheet metal flashing and trim from exposure to sunlight and high humidity, except to extent necessary for period of sheet metal flashing and trim installation.

1.8 WARRANTY

- A. Special Warranty on Finishes: Manufacturer agrees to repair finish or replace sheet metal flashing and trim that shows evidence of deterioration of factory-applied finishes within specified warranty period.
  - 1. Exposed Panel Finish: Deterioration includes, but is not limited to, the following:
    - a. Color fading more than 5 Hunter units when tested according to ASTM D 2244.
    - b. Chalking in excess of a No. 8 rating when tested according to ASTM D 4214.
    - c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.
  - 2. Finish Warranty Period: 20 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. General: Sheet metal flashing and trim assemblies shall withstand wind loads, structural movement, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Completed sheet metal flashing and trim shall not rattle, leak, or loosen, and shall remain watertight.
- B. Sheet Metal Standard for Flashing and Trim: Comply with SMACNA's "Architectural Sheet Metal Manual" requirements for dimensions and profiles shown unless more stringent requirements are indicated.
- C. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes. Temperature Change: 120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces.

## 2.2 SHEET METALS

- A. General: Protect mechanical and other finishes on exposed surfaces from damage by applying strippable, temporary protective film before shipping.
- B. Aluminum Sheet: ASTM B 209 (ASTM B 209M), alloy as standard with manufacturer for finish required, with temper as required to suit forming operations and performance required; with smooth, flat surface.
  - 1. Dark Bronze Anodic Finish, Coil Coated: AAMA 611, AA-M12C22A42/A44, Class I, 0.018 mm or thicker.
  - 2. Exposed Coil-Coated Finish:
    - a. Three-Coat Fluoropolymer: AAMA 2605. Fluoropolymer finish containing not less than 70 percent PVDF resin by weight in both color coat and clear topcoat.
    - b. Color: As selected by Architect from manufacturer's full range.
  - 3. Concealed Finish: Pretreat with manufacturer's standard white or light-colored acrylic or polyester backer finish, consisting of prime coat and wash coat with minimum total dry film thickness of 0.5 mil (0.013 mm).

## 2.3 UNDERLAYMENT MATERIALS

- A. Self-Adhering, High-Temperature Sheet: Minimum 30 mils (0.76 mm) thick, consisting of a slip-resistant polyethylene- or polypropylene-film top surface laminated to a layer of butyl- or SBS-modified asphalt adhesive, with release-paper backing; specifically designed to withstand high metal temperatures beneath metal flashings. Provide primer according to written recommendations of underlayment manufacturer.
  - 1. Thermal Stability: ASTM D 1970; stable after testing at 240 deg F (116 deg C) or higher.
  - 2. Low-Temperature Flexibility: ASTM D 1970; passes after testing at minus 20 deg F (29 deg C) or lower.
- B. Slip Sheet: Rosin-sized building paper, 3 lb/100 sq. ft. (0.16 kg/sq. m) minimum.

## 2.4 MISCELLANEOUS MATERIALS

- A. General: Provide materials and types of fasteners, protective coatings, sealants, and other miscellaneous items as required for complete sheet metal flashing and trim installation and as recommended by manufacturer of primary sheet metal unless otherwise indicated.
- B. Fasteners: Self-tapping screws, self-locking rivets and bolts, and other suitable fasteners designed to withstand design loads and recommended by manufacturer of primary sheet metal.
  - 1. Fasteners for Aluminum Sheet: Aluminum or Series 300 stainless steel.
- C. Sealant Tape: Pressure-sensitive, 100 percent solids, polyisobutylene compound sealant tape with release-paper backing. Provide permanently elastic, nonsag, nontoxic, nonstaining tape 1/2 inch (13 mm) wide and 1/8 inch (3 mm) thick.

- D. Elastomeric Sealant: ASTM C 920, elastomeric silicone polymer sealant; of type, grade, class, and use classifications required to seal joints in sheet metal flashing and trim and remain watertight.
- E. Butyl Sealant: ASTM C 1311, single-component, solvent-release butyl rubber sealant; polyisobutylene plasticized; heavy bodied for hooked-type expansion joints with limited movement.
- F. Epoxy Seam Sealer: Two-part, noncorrosive, aluminum seam-cementing compound, recommended by aluminum manufacturer for exterior nonmoving joints, including riveted joints.
- G. Bituminous Coating: Cold-applied asphalt emulsion according to ASTM D 1187.
- H. Asphalt Roofing Cement: ASTM D 4586, asbestos free, of consistency required for application.

## 2.5 FABRICATION, GENERAL

- A. General: Custom fabricate sheet metal flashing and trim to comply with details shown and recommendations in cited sheet metal standard that apply to design, dimensions, geometry, metal thickness, and other characteristics of item required. Fabricate sheet metal flashing and trim in shop to greatest extent possible.
  - 1. Obtain field measurements for accurate fit before shop fabrication.
  - 2. Form sheet metal flashing and trim to fit substrates without excessive oil canning, buckling, and tool marks; true to line, levels, and slopes; and with exposed edges folded back to form hems.
  - 3. Conceal fasteners and expansion provisions where possible. Do not use exposed fasteners on faces exposed to view.
- B. Fabrication Tolerances: Fabricate sheet metal flashing and trim that is capable of installation to a tolerance of 1/4 inch in 20 feet (6 mm in 6 m) on slope and location lines indicated on Drawings and within 1/8-inch (3-mm) offset of adjoining faces and of alignment of matching profiles.
- C. Expansion Provisions: Form metal for thermal expansion of exposed flashing and trim. Form expansion joints of intermeshing hooked flanges, not less than 1 inch (25 mm) deep, filled with butyl sealant concealed within joints.
- D. Sealant Joints: Where movable, nonexpansion-type joints are required, form metal to provide for proper installation of elastomeric sealant according to cited sheet metal standard.
- E. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, noncorrosive metal.
- F. Fabricate cleats and attachment devices of sizes as recommended by cited sheet metal standard for application, but not less than thickness of metal being secured.
- G. Seams: Fabricate nonmoving seams with flat-lock seams. Form seams and seal with elastomeric sealant unless otherwise recommended by sealant manufacturer for intended use.

## 2.6 WALL SHEET METAL FABRICATIONS

- A. Flashing: Fabricate from Aluminum: 0.050 inch (1.27 mm) thick.



PART 3 - EXECUTION

3.1 UNDERLAYMENT INSTALLATION

- A. Self-Adhering Sheet Underlayment: Install self-adhering sheet underlayment, wrinkle free. Prime substrate if recommended by underlayment manufacturer. Comply with temperature restrictions of underlayment manufacturer for installation; use primer for installing underlayment at low temperatures. Apply in shingle fashion to shed water, with end laps of not less than 6 inches (150 mm) staggered 24 inches (600 mm) between courses. Overlap side edges not less than 3-1/2 inches (90 mm). Roll laps and edges with roller. Cover underlayment within 14 days.
- B. Apply slip sheet, wrinkle free, over underlayment before installing sheet metal flashing and trim.

3.2 INSTALLATION, GENERAL

- A. General: Anchor sheet metal flashing and trim and other components of the Work securely in place, with provisions for thermal and structural movement. Use fasteners, solder, protective coatings, separators, sealants, and other miscellaneous items as required to complete sheet metal flashing and trim system.
  - 1. Install sheet metal flashing and trim true to line, levels, and slopes. Provide uniform, neat seams with minimum exposure of solder, welds, and sealant.
  - 2. Install sheet metal flashing and trim to fit substrates and to result in watertight performance. Verify shapes and dimensions of surfaces to be covered before fabricating sheet metal.
  - 3. Space cleats not more than 12 inches (300 mm) apart. Attach each cleat with at least two fasteners. Bend tabs over fasteners.
  - 4. Install exposed sheet metal flashing and trim with limited oil canning, and free of buckling and tool marks.
  - 5. Torch cutting of sheet metal flashing and trim is not permitted.
  - 6. Do not use graphite pencils to mark metal surfaces.
- B. Metal Protection: Where dissimilar metals contact each other, or where metal contacts pressure-treated wood or other corrosive substrates, protect against galvanic action or corrosion by painting contact surfaces with bituminous coating or by other permanent separation as recommended by sheet metal manufacturer or cited sheet metal standard.
  - 1. Coat concealed side of sheet metal flashing and trim with bituminous coating where flashing and trim contact wood, ferrous metal, or cementitious construction.
  - 2. Underlayment: Where installing sheet metal flashing and trim directly on cementitious or wood substrates, install underlayment and cover with slip sheet.
- C. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim. Space movement joints at maximum of 10 feet (3 m) with no joints within 24 inches (600 mm) of corner or intersection.
  - 1. Form expansion joints of intermeshing hooked flanges, not less than 1 inch (25 mm) deep, filled with sealant concealed within joints.
  - 2. Use lapped expansion joints only where indicated on Drawings.

- D. Fasteners: Use fastener sizes that penetrate substrate not less than recommended by fastener manufacturer to achieve maximum pull-out resistance.
- E. Conceal fasteners and expansion provisions where possible in exposed work and locate to minimize possibility of leakage. Cover and seal fasteners and anchors as required for a tight installation.
- F. Seal joints as required for watertight construction. Prepare joints and apply sealants to comply with requirements in Section 07 9200 "Joint Sealants."

### 3.3 WALL FLASHING INSTALLATION

- A. General: Install sheet metal wall flashing to intercept and exclude penetrating moisture according to cited sheet metal standard unless otherwise indicated. Coordinate installation of wall flashing with installation of wall-opening components such as windows, doors, and louvers.

### 3.4 ERECTION TOLERANCES

- A. Installation Tolerances: Shim and align sheet metal flashing and trim within installed tolerance of 1/4 inch in 20 feet (6 mm in 6 m) on slope and location lines indicated on Drawings and within 1/8-inch (3-mm) offset of adjoining faces and of alignment of matching profiles.

### 3.5 CLEANING AND PROTECTION

- A. Clean exposed metal surfaces of substances that interfere with uniform oxidation and weathering.
- B. Clean off excess sealants.
- C. Remove temporary protective coverings and strippable films as sheet metal flashing and trim are installed unless otherwise indicated in manufacturer's written installation instructions.

**END OF SECTION 07 6200**

## SECTION 07 7100 - ROOF SPECIALTIES

### PART 1 - GENERAL

#### 1.1 SUMMARY

A. Section Includes:

1. Roof-edge specialties.
2. Reglets and counterflashings.

B. Related Requirements:

1. Section 06 1000 "Rough Carpentry" for wood nailers, curbs, and blocking.
2. Section 07 5323 "Ethylene-Propylene-Diene-Monomer (EPDM) Roofing".
3. Section 07 5423 "Thermoplastic Polyolefin (TPO) Roofing" – where extending existing...
4. Section 07 9200 "Joint Sealants" for field-applied sealants between roof specialties and adjacent materials.

#### 1.2 ACTION SUBMITTALS

A. Product Data: For each type of product. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.

B. Shop Drawings: For roof specialties.

1. Include project specific plans, elevations, expansion-joint locations, keyed details, and attachments to other work. Generic details from manufacturer will not be acceptable.
2. Distinguish between plant- and field-assembled work.
3. Include details for expansion and contraction; including locations of expansion joints.
4. Indicate profile and pattern of seams and layout of fasteners, cleats, clips, and other attachments.
5. Detail termination points and assemblies, including fixed points.
6. Include details of special conditions.

C. Samples: For each type of roof specialty and for each color and texture specified.

#### 1.3 CLOSEOUT SUBMITTALS

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

#### 1.4 QUALITY ASSURANCE

A. Manufacturer Qualifications: A qualified manufacturer offering products meeting requirements that are FM Approvals listed for specified class and SPRI ES-1 tested to specified design pressure.

- B. Source Limitations: Obtain roof specialties approved by manufacturer providing roofing-system warranty specified in Section 07 5323 "Ethylene-Propylene-Diene-Monomer (EPDM) Roofing".

#### 1.5 DELIVERY, STORAGE, AND HANDLING

- A. Do not store roof specialties in contact with other materials that might cause staining, denting, or other surface damage. Store roof specialties away from uncured concrete and masonry.
- B. Protect strippable protective covering on roof specialties from exposure to sunlight and high humidity, except to extent necessary for the period of roof-specialty installation.

#### 1.6 FIELD CONDITIONS

- A. Field Measurements: Verify profiles and tolerances of roof-specialty substrates by field measurements before fabrication, and indicate measurements on Shop Drawings.
- B. Coordination: Coordinate roof specialties with flashing, trim, and construction of parapets, roof deck, and other adjoining work to provide a leakproof, secure, and noncorrosive installation.

#### 1.7 WARRANTY

- A. Roofing-System Warranty: Roof specialties are included in warranty provisions in Section 07 5323 "Ethylene-Propylene-Diene-Monomer (EPDM) Roofing".
- B. Special Warranty on Painted Finishes: Manufacturer agrees to repair finish or replace roof specialties that show evidence of deterioration of factory-applied finishes within specified warranty period.
  - 1. Fluoropolymer Finish: Deterioration includes, but is not limited to, the following:
    - a. Color fading more than 5 Delta E units when tested according to ASTM D2244.
    - b. Chalking in excess of a No. 8 rating when tested according to ASTM D4214.
    - c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.
  - 2. Finish Warranty Period: 20 years from date of Substantial Completion.

### PART 2 - PRODUCTS

#### 2.1 PERFORMANCE REQUIREMENTS

- A. General Performance: Roof specialties shall withstand exposure to weather and resist thermally induced movement without failure, rattling, leaking, or fastener disengagement due to defective manufacture, fabrication, installation, or other defects in construction.
- B. FM Approvals' Listing: Manufacture and install roof-edge specialties that are listed in FM Approvals' "RoofNav" and approved for windstorm classifications specified in Section 07 5323 "Ethylene-Propylene-Diene-Monomer (EPDM) Roofing". Identify materials with FM Approvals' markings.

- C. SPRI Wind Design Standard: Manufacture and install roof-edge specialties tested according to SPRI ES-1 and capable of resisting the design pressures specified in Section 07 5323 "Ethylene-Propylene-Diene-Monomer (EPDM) Roofing".
- D. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes to prevent buckling, opening of joints, hole elongation, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Provide clips that resist rotation and avoid shear stress as a result of thermal movements. Base calculations on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss. Temperature Change (Range): 120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces.

## 2.2 ROOF-EDGE SPECIALTIES

- A. Canted Roof-Edge Fascia: Manufactured, two-piece, roof-edge fascia consisting of snap-on metal fascia cover in section lengths not exceeding 12 feet (3.6 m) and a continuous formed galvanized-steel sheet cant, 0.028 inch (0.71 mm) thick, minimum, with extended vertical leg terminating in a drip-edge cleat. Provide matching corner units.
  - 1. Basis of Design: Metal-Era; Perma-Tite System 200 Snap-on Fascia
  - 2. Manufacturers: Subject to compliance with requirements, provide basis of design product, or comparable product by one of the following:
    - a. Architectural Products Company.
    - b. ATAS International, Inc.
    - c. Exceptional Metals.
    - d. Hickman Company, W. P.
    - e. Merchant & Evans Inc.
    - f. Metal-Era, Inc.
    - g. Petersen Aluminum Corporation.
  - 3. Formed Aluminum Sheet Fascia Covers: Aluminum sheet, 0.050 inch (1.27 mm) thick.
    - a. Surface: Smooth, flat finish.
    - b. Three-coat fluoropolymer. Manufacturer's full range.
  - 4. Corners: Factory mitered and continuously welded over full length of joint.
    - a. All corner angles to be field verified prior to fabrication.
    - b. Corners to have 48" long legs.
    - c. Corners to be finished after fabrication and welding.
    - d. – alternate to factory mitered and welded corners will required a shop fabricated corner to be mocked-up and approved by Owner / Architect.
  - 5. Splice Plates: Concealed, of same material, finish, and shape as fascia cover.

## 2.3 REGLETS AND COUNTERFLASHINGS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - 1. Cheney Flashing Company.
  - 2. Fry Reglet Corporation.

3. Hickman Company, W. P.
  4. Metal-Era, Inc.
- B. Reglets: Manufactured units formed to provide secure interlocking of separate reglet and counterflashing pieces, from the following exposed metal:
1. Formed Aluminum: 0.050 inch (1.27 mm) thick.
  2. Corners: Factory mitered and continuously welded.
  3. Masonry Type, Embedded: Provide reglets with offset top flange for embedment in masonry mortar joint.
- C. Counterflashings: Manufactured units of heights to overlap top edges of base flashings by 4 inches (100 mm) and in lengths not exceeding 12 feet (3.6 m) designed to snap into reglets and compress against base flashings with joints lapped, from the following exposed metal:
1. Formed Aluminum: 0.050 inch (1.27 mm) thick.
  2. Corners: Factory mitered and continuously welded.
- D. Accessories:
1. Counterflashing Wind-Restraint Clips: Provide clips to be installed before counterflashing to prevent wind uplift of counterflashing lower edge.
- E. Aluminum Finish:
1. Formed Aluminum Sheet Fascia Covers: Aluminum sheet, 0.050 inch (1.27 mm) thick.
    - a. Surface: Smooth, flat finish.
    - b. Three-coat fluoropolymer. Manufacturer's full range.

## 2.4 MATERIALS

- A. Zinc-Coated (Galvanized) Steel Sheet: ASTM A653/A653M, G90 (Z275) coating designation.
- B. Aluminum Sheet: ASTM B209 (ASTM B209M), alloy as standard with manufacturer for finish required, with temper to suit forming operations and performance required.

## 2.5 MISCELLANEOUS MATERIALS

- A. Fasteners: Manufacturer's recommended fasteners, suitable for application and designed to meet performance requirements. Furnish the following unless otherwise indicated:
  1. Fasteners for Aluminum: Aluminum or Series 300 stainless steel.
  2. Fasteners for Zinc-Coated (Galvanized) Steel Sheet: Series 300 stainless steel or hot-dip zinc-coated steel according to ASTM A153/A153M or ASTM F2329.
- B. Elastomeric Sealant: ASTM C920, elastomeric silicone polymer sealant of type, grade, class, and use classifications required by roofing-specialty manufacturer for each application.

- C. Butyl Sealant: ASTM C1311, single-component, solvent-release butyl rubber sealant; polyisobutylene plasticized; heavy bodied for hooked-type joints with limited movement.
- D. Bituminous Coating: Cold-applied asphalt emulsion complying with ASTM D1187/D1187M.

## 2.6 FINISHES

- A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
- B. Protect mechanical and painted finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- C. Appearance of Finished Work: Noticeable variations in same piece are unacceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

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

### 3.2 INSTALLATION, GENERAL

- A. Field verify all roof specialties, and factory fabricate all roof specialty components to field verified dimensions. Do not field cut or field fabricate any roof specialties components.
- B. Install roof specialties according to manufacturer's written instructions. Anchor roof specialties securely in place, with provisions for thermal and structural movement. Use fasteners, solder, protective coatings, separators, underlayments, sealants, and other miscellaneous items as required to complete roof-specialty systems.
  - 1. Install roof specialties level, plumb, true to line and elevation; with limited oil-canning and without warping, jogs in alignment, buckling, or tool marks.
  - 2. Provide uniform, neat seams with minimum exposure of solder and sealant.
  - 3. Install roof specialties to fit substrates and to result in weathertight performance. Verify shapes and dimensions of surfaces to be covered before manufacture.
  - 4. Torch cutting of roof specialties is not permitted.
  - 5. Do not use graphite pencils to mark metal surfaces.

- C. Metal Protection: Protect metals against galvanic action by separating dissimilar metals from contact with each other or with corrosive substrates by painting contact surfaces with bituminous coating or by other permanent separation as recommended by manufacturer.
  - 1. Coat concealed side of uncoated aluminum roof specialties with bituminous coating where in contact with wood, ferrous metal, or cementitious construction.
  - 2. Bed flanges in thick coat of asphalt roofing cement where required by manufacturers of roof specialties for waterproof performance.
- D. Expansion Provisions: Allow for thermal expansion of exposed roof specialties.
  - 1. Space movement joints at a maximum of 12 feet (3.6 m) with no joints within 18 inches (450 mm) of corners or intersections unless otherwise indicated on Drawings.
  - 2. When ambient temperature at time of installation is between 40 and 70 deg F (4 and 21 deg C), set joint members for 50 percent movement each way. Adjust setting proportionately for installation at higher ambient temperatures.
- E. Fastener Sizes: Use fasteners of sizes that penetrate substrate not less than recommended by fastener manufacturer to achieve maximum pull-out resistance.
- F. Seal concealed joints with butyl sealant as required by roofing-specialty manufacturer.
- G. Seal joints as required for weathertight construction. Place sealant to be completely concealed in joint. Do not install sealants at temperatures below 40 deg F (4 deg C).

### 3.3 INSTALLATION OF ROOF-EDGE SPECIALITIES

- A. Install cleats, cants, and other anchoring and attachment accessories and devices with concealed fasteners.
- B. Anchor roof edgings with manufacturer's required devices, fasteners, and fastener spacing to meet performance requirements.

### 3.4 INSTALLATION OF REGLETS AND COUNTERFLASHINGS

- A. Coordinate installation of reglets and counterflashings with installation of base flashings.
- B. Embedded Reglets: See Section 03 3000 "Cast-in-Place Concrete" and Section 04 2000 "Unit Masonry" for installation of reglets.
- C. Counterflashings: Insert counterflashings into reglets or other indicated receivers; ensure that counterflashings overlap 4 inches (100 mm) over top edge of base flashings. Lap counterflashing joints a minimum of 4 inches (100 mm) and bed with butyl sealant. Fit counterflashings tightly to base flashings.

### 3.5 CLEANING AND PROTECTION

- A. Clean exposed metal surfaces of substances that interfere with uniform oxidation and weathering.



- B. Clean and neutralize flux materials. Clean off excess solder and sealants.
- C. Remove temporary protective coverings and strippable films as roof specialties are installed. On completion of installation, clean finished surfaces, including removing unused fasteners, metal filings, pop rivet stems, and pieces of flashing. Maintain roof specialties in a clean condition during construction.
- D. Replace roof specialties that have been damaged or that cannot be successfully repaired by finish touchup or similar minor repair procedures.

**END OF SECTION 07 7100**

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## SECTION 07 7200 - ROOF ACCESSORIES

### PART 1 - GENERAL

#### 1.1 SUMMARY

A. Section Includes:

1. Roof hatches.

B. Related Sections:

1. Section 05 5000 "Metal Fabrications" for metal vertical ladders, ships' ladders, and stairs for access to roof hatches.
2. Section 07 7100 "Roof Specialties" for manufactured fasciae, and counterflashing.

#### 1.2 ACTION SUBMITTALS

- A. Roof Hatch Product Data.

#### 1.3 CLOSEOUT SUBMITTALS

- A. Operation and maintenance data.

### PART 2 - PRODUCTS

#### 2.1 PERFORMANCE REQUIREMENTS

- A. General Performance: Roof accessories shall withstand exposure to weather and resist thermally induced movement without failure, rattling, leaking, or fastener disengagement due to defective manufacture, fabrication, installation, or other defects in construction.

#### 2.2 ROOF HATCHES

- A. Roof Hatches: Metal roof-hatch units with lids and insulated double-walled curbs, welded and sealed corner joints, continuous lid-to-curb counterflashing and weathertight perimeter gasketing, and integrally formed deck-mounting flange at perimeter bottom.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - a. Babcock-Davis.
  - b. Bilco Company (The).
  - c. Nystrom, Inc.

- B. Type and Size: Single-leaf lid, 30 by 36 inches (750 by 900 mm).

- C. Loads: Minimum 40-lbf/sq. ft. (1.9-kPa) external live load and 20-lbf/sq. ft. (0.95-kPa) internal uplift load.
- D. Hatch Material: Aluminum sheet.
  - 1. Thickness: 0.090 inch (2.28 mm).
  - 2. Finish: Baked enamel or powder coat.
  - 3. Color: As selected by Architect from manufacturer's full range.
- E. Construction:
  - 1. Insulation: Polyisocyanurate board. R-Value: 12.0 according to ASTM C 1363.
  - 2. Hatch Lid: Opaque, insulated, and double walled, with manufacturer's standard metal liner of same material and finish as outer metal lid.
  - 3. Curb Liner: Manufacturer's standard, of same material and finish as metal curb.
  - 4. Mount integral flange to steel angle deck support, and lap metal deck over mounting flange. Do not set curb on wood blocking.
  - 5. Fabricate curbs to minimum height of 12 inches (305 mm) above roofing surface unless otherwise indicated. Curb height will be 12" plus thickness of roof system and metal deck.
- F. Hardware: Spring operators, hold-open arm, galvanized-steel spring latch with turn handles, galvanized-steel butt- or pintle-type hinge system, and padlock hasps inside and outside.
- G. Rooftop Access Guarding System
  - 1. Guard system all sided with hinged swing gate
  - 2. Basis of Design: Safety Rail Co.
  - 3. Height: 42 inches (1060 mm) above finished roof deck.
  - 4. Material: Steel tube
  - 5. Finish: Manufacturer's standard baked enamel or powder coat – safety yellow

## 2.3 METAL MATERIALS

- A. Aluminum Sheet: ASTM B 209 (ASTM B 209M), manufacturer's standard alloy for finish required, with temper to suit forming operations and performance required.
  - 1. Baked-Enamel or Powder-Coat Finish: AAMA 2603 except with a minimum dry film thickness of 1.5 mils (0.04 mm). Comply with coating manufacturer's written instructions for cleaning, conversion coating, and applying and baking finish.
  - 2. Concealed Finish: Pretreat with manufacturer's standard white or light-colored acrylic or polyester-backer finish consisting of prime coat and wash coat, with a minimum total dry film thickness of 0.5 mil (0.013 mm).
- B. Steel Shapes: ASTM A 36/A 36M, hot-dip galvanized according to ASTM A 123/A 123M unless otherwise indicated.
- C. Galvanized-Steel Tube: ASTM A 500/A 500M, round tube, hot-dip galvanized according to ASTM A 123/A 123M.

**2.4 MISCELLANEOUS MATERIALS**

- A. Provide materials and types of fasteners, protective coatings, sealants, and other miscellaneous items required by manufacturer for a complete installation.
- B. Polyisocyanurate Board Insulation: ASTM C 1289, thickness and thermal resistivity as indicated.
- C. Bituminous Coating: Cold-applied asphalt emulsion complying with ASTM D 1187/D 1187M.
- D. Gaskets: Manufacturer's standard tubular or fingered design of neoprene, EPDM, PVC, or silicone or a flat design of foam rubber, sponge neoprene, or cork.
- E. Elastomeric Sealant: ASTM C 920, elastomeric polymer sealant as recommended by roof accessory manufacturer for installation indicated; low modulus; of type, grade, class, and use classifications required to seal joints and remain watertight.

**PART 3 - EXECUTION**

**3.1 INSTALLATION**

- A. Verify dimensions of roof openings for roof accessories. Install roof accessories according to manufacturer's written instructions.
  - 1. Install roof accessories level; plumb; true to line and elevation; and without warping, jogs in alignment, buckling, or tool marks.
  - 2. Anchor roof accessories securely in place so they are capable of resisting indicated loads.
  - 3. Use fasteners, separators, sealants, and other miscellaneous items as required to complete installation of roof accessories and fit them to substrates.
  - 4. Install roof accessories to resist exposure to weather without failing, rattling, leaking, or loosening of fasteners and seals.
- B. Metal Protection: Protect metals against galvanic action by separating dissimilar metals from contact with each other or with corrosive substrates by painting contact surfaces with bituminous coating or by other permanent separation as recommended by manufacturer.
  - 1. Coat concealed side of uncoated aluminum roof accessories with bituminous coating where in contact with wood, ferrous metal, or cementitious construction.

**3.2 REPAIR AND CLEANING**

- A. Clean exposed surfaces according to manufacturer's written instructions.
- B. Replace roof accessories that have been damaged or that cannot be successfully repaired by finish touchup or similar minor repair procedures.

**END OF SECTION 07 7200**

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## SECTION 07 9200 - JOINT SEALANTS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section Includes:
  - 1. Nonstaining silicone joint sealants.

#### 1.2 ACTION SUBMITTALS

- A. Product Data: For each joint-sealant product.
- B. Samples for Initial Selection: Manufacturer's color charts consisting of strips of cured sealants showing the full range of colors available for each product exposed to view.
- C. Samples for Verification: For each kind and color of joint sealant required, provide Samples with joint sealants in 1/2-inch- (13-mm-) wide joints formed between two 6-inch- (150-mm-) long strips of material matching the appearance of exposed surfaces adjacent to joint sealants.
- D. Joint-Sealant Schedule: Include the following information:
  - 1. Joint-sealant application, joint location, and designation.
  - 2. Joint-sealant manufacturer and product name.
  - 3. Joint-sealant formulation.
  - 4. Joint-sealant color.

#### 1.3 INFORMATIONAL SUBMITTALS

- A. Product test reports, including preconstruction laboratory test reports.
- B. Field-adhesion-test reports.

#### 1.4 QUALITY ASSURANCE

- A. Installer Qualifications: An authorized representative who is trained and approved by manufacturer.

#### 1.5 PROJECT CONDITIONS

- A. Do not proceed with installation of joint sealants under the following conditions:
  - 1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer or are below 40 deg F(5 deg C).
  - 2. When joint substrates are wet.

3. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
4. Contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

## PART 2 - PRODUCTS

### 2.1 JOINT SEALANTS, GENERAL

- A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer, based on testing and field experience.
- B. Colors of Exposed Joint Sealants: As selected by Architect from manufacturer's full range unless indicated otherwise.
  1. Provide custom colors to match Architect's samples for silicone sealant with less than 20 color selections available.
  2. Provide multiple sealant colors for each material that the sealant is adjacent to.
- C. Elastomeric Sealants: Comply with ASTM C 920 and other requirements indicated for each liquid-applied chemically curing sealant specified, including those referencing ASTM C 920 classifications for type, grade, class, and uses related to exposure and joint substrates.
- D. Stain-Test-Response Characteristics: Where sealants are specified to be nonstaining to porous substrates, provide products that have undergone testing according to ASTM C 1248 and have not stained porous joint substrates indicated for Project.

### 2.2 NONSTAINING SILICONE JOINT SEALANTS

- A. Nonstaining Joint Sealants: No staining of substrates when tested according to ASTM C 1248.
- B. Silicone, Nonstaining, S, NS, 50, NT: Nonstaining, single-component, nonsag, plus 50 percent and minus 50 percent movement capability, nontraffic-use, neutral-curing silicone joint sealant; ASTM C 920, Type S, Grade NS, Class 50, Use NT.
  1. Products: Subject to compliance with requirements, provide one of the following:
    - a. Dow Corning Corporation; 756 SMS.
    - b. Sika Corporation; Sikasil WS-295 FPS.
    - c. Tremco Incorporated; Spectrem 3.
- C. Silicone, Nonstaining, M, NS, 50, NT: Nonstaining, multicomponent, nonsag, plus 50 percent and minus 50 percent movement capability, nontraffic-use, neutral-curing silicone joint sealant; ASTM C 920, Type M, Grade NS, Class 50, Use NT.
  1. Products: Subject to compliance with requirements, provide the following:
    - a. Tremco Incorporated; Spectrem 4-TS.



## 2.3 JOINT-SEALANT BACKING

- A. Sealant Backing Material, General: Nonstaining; compatible with joint substrates, sealants, primers, and other joint fillers; and approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.
- B. Cylindrical Sealant Backings: ASTM C 1330, Type C (closed-cell material with a surface skin), and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.
- C. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint. Provide self-adhesive tape where applicable.

## 2.4 MISCELLANEOUS MATERIALS

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

## PART 3 - EXECUTION

### 3.1 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:
  - 1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant.
    - a. Clean porous joint substrate surfaces by brushing, grinding, blast cleaning, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air.
  - 2. Remove laitance and form-release agents from concrete.
    - a. Clean nonporous surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or as indicated by preconstruction joint-sealant-substrate tests or prior experience.
- B. Joint Priming: Prime joint substrates, where recommended in writing by joint-sealant manufacturer, based on preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-

sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.

- C. Masking Tape: Use masking tape where required to prevent contact of sealant with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

### 3.2 INSTALLATION OF JOINT SEALANTS

- A. General: Comply with ASTM C 1193 and joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.
- B. Install sealant backings of kind indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
  - 1. Do not leave gaps between ends of sealant backings.
  - 2. Do not stretch, twist, puncture, or tear sealant backings.
  - 3. Remove absorbent sealant backings that have become wet before sealant application, and replace them with dry materials.
- C. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.
- D. Install sealants using proven techniques that comply with the following:
  - 1. Place sealants so they directly contact and fully wet joint substrates.
  - 2. Completely fill recesses in each joint configuration.
  - 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
- E. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified in subparagraphs below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
  - 1. Remove excess sealant from surfaces adjacent to joints.
  - 2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
  - 3. Provide concave joint profile per Figure 8A in ASTM C 1193 unless otherwise indicated.
- F. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

### 3.3 JOINT-SEALANT SCHEDULE

- A. Joint-Sealant Application: Exterior joints in vertical surfaces and horizontal nontraffic surfaces JS-1.

1. Joint Locations:
    - a. Construction joints in cast-in-place concrete.
    - b. Control and expansion joints in unit masonry.
    - c. Joints between metal panels.
    - d. Joints between dissimilar materials.
    - e. Control and expansion joints in ceilings and other overhead surfaces.
    - f. Perimeter joints between exterior wall construction and frames of storefront framing, curtain wall, doors, windows, and louvers.
    - g. Other joints as indicated on Drawings.
  2. Joint Sealant: One of the following:
    - a. Silicone, nonstaining, S, NS, 50, NT.
    - b. Silicone, nonstaining, M, NS, 50, NT.
- B. Joint-Sealant Application: Interior joints in vertical surfaces and horizontal nontraffic surfaces JS-2.
1. Joint Locations:
    - a. Perimeter joints of exterior openings.
  2. Joint Sealant: One of the following:
    - a. Silicone, nonstaining, S, NS, 50, NT.
    - b. Silicone, nonstaining, M, NS, 50, NT.

**END OF SECTION 07 9200**

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## ***DRAWINGS***

**Metro Roof Replacement  
Bid Reference #: 91066-035.0**

# METRO ROOF REPLACEMENT

## CENTRAL COUNTY TRANSPORTATION AUTHORITY Kalamazoo, Michigan CONSTRUCTION DOCUMENTS

### DESIGN TEAM

#### ARCHITECT/ENGINEER

**TowerPinkster**  
Architecture · Engineering · Interiors

242 E. KALAMAZOO AVE, SUITE 100  
KALAMAZOO, MICHIGAN 49007  
PHONE: 269.343.6133  
FAX: 269.343.6633

### REFERENCED CODES

BUILDING: 2015 MICHIGAN BUILDING CODE AND 2012 NFPA 101 LIFE SAFETY CODE  
ENERGY: 2015 MICHIGAN ENERGY CODE  
PLUMBING: 2018 MICHIGAN PLUMBING CODE  
MECHANICAL: 2015 MICHIGAN MECHANICAL CODE  
FUEL GAS: (IFGC) 2015 INTERNATIONAL FUEL GAS CODE  
ELECTRICAL: 2017 NATIONAL ELECTRICAL CODE WITH MICHIGAN AMENDMENTS  
BARRIER-FREE: 2015 MICHIGAN BUILDING CODE AND 2009 ICC & C A117.1

### PROJECT AREA

TOTAL EXISTING ROOF AREA: 80,938 SQ. FT.  
ROOF REPLACEMENT AREA: 10,414 SQ. FT.  
ROOF MODIFICATIONS AREA: 70,524 SQ. FT.

### DRAWING INDEX

#### GENERAL

G 001 COVER SHEET

#### ARCHITECTURAL DEMOLITION

AD 102A ROOF DEMOLITION PLAN - UNIT A  
AD 102B ROOF DEMOLITION PLAN - UNIT B  
AD 102C ROOF DEMOLITION PLAN - UNIT C

#### ARCHITECTURAL

A 102A ROOF PLAN - UNIT A  
A 102B ROOF PLAN - UNIT B  
A 102C ROOF PLAN - UNIT C  
A 321 WALL SECTIONS AND DETAILS

### SITE ADDRESS

CCTA  
530 N ROSE ST.  
KALAMAZOO, MI 49007

**TowerPinkster**  
Architecture · Engineering · Interiors

ISSUED FOR DATE

PROJECT TITLE  
METRO ROOF REPLACEMENT

OWNER  
CENTRAL COUNTY TRANSPORTATION  
AUTHORITY  
Kalamazoo, Michigan

DATE  
SEPTEMBER 28, 2023

SHEET TITLE  
COVER SHEET

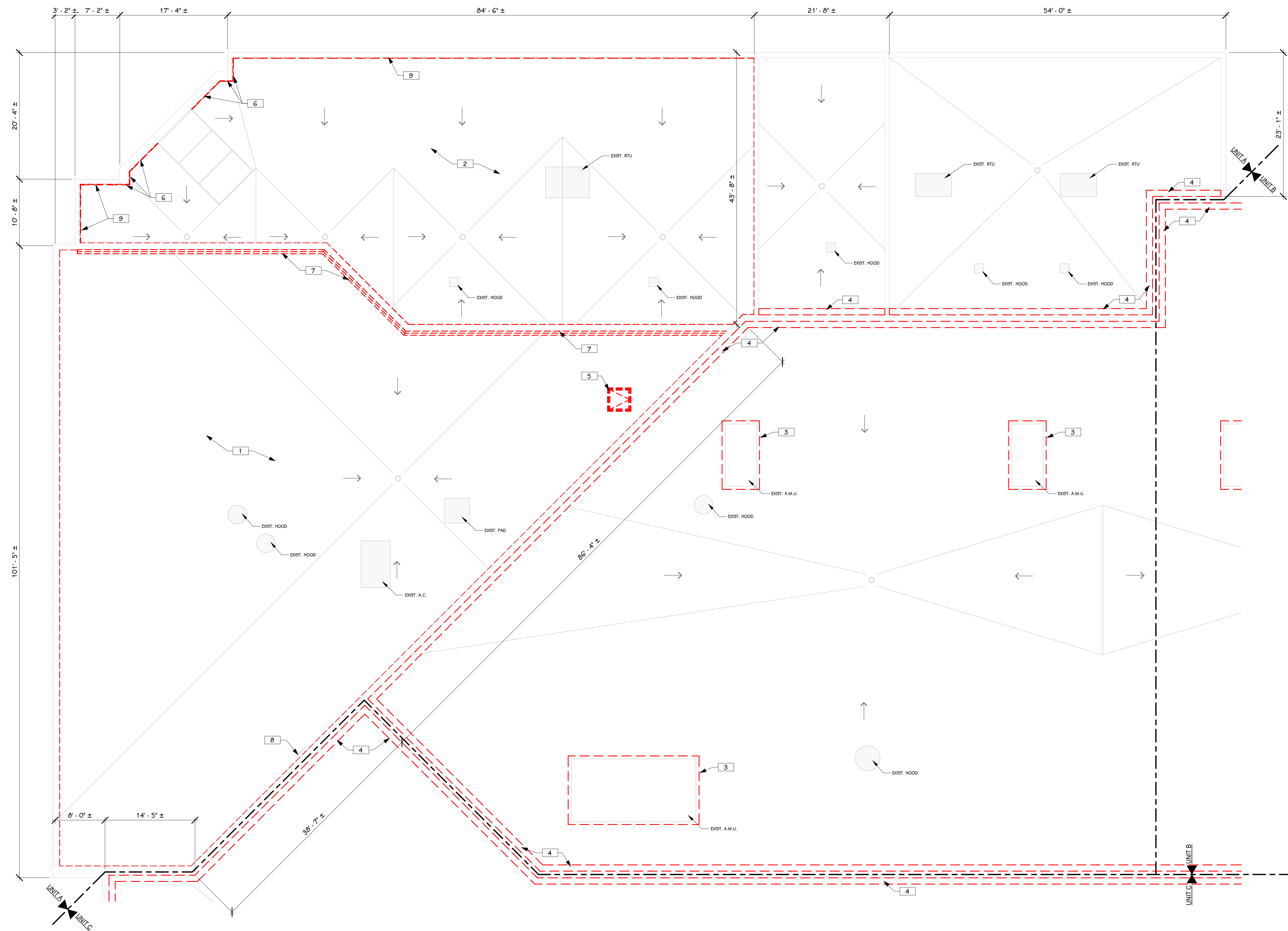
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GENERAL NOTES - ARCHITECTURAL - DEMOLITION	
1	CONTRACTORS ARE REQUIRED TO INSPECT/REVIEW THE EXISTING BUILDING PRIOR TO RELATED DEMOLITION WORK. UNLESS NOTED OTHERWISE, REMOVAL OF ANY WALL, FLOOR OR CEILING INCLUDES ALL GENERAL MECHANICAL AND ELECTRICAL ITEMS WHICH ARE A PART OF, OR ATTACHED TO IT.
2	CONTRACTOR SHALL VERIFY ALL EXISTING JOB SITE CONDITIONS AND DIMENSIONS AND BE RESPONSIBLE FOR THE SAME. ADVISE CONSTRUCTION MANAGER OF ANY AND ALL DISCREPANCIES.
3	PATCH WALLS DAMAGED DURING CONSTRUCTION AND DEMOLITION AS REQUIRED. FINISH TO MATCH EXISTING.
4	ACCOMMODATE NEW CONSTRUCTION IF NOT INDICATED.
5	PROTECT ALL EXISTING FINISHES THROUGHOUT PROJECT.
6	REFER TO DEMOLITION ELEVATIONS, SECTIONS AND DETAILS FOR ADDITIONAL INFORMATION.

KEYED NOTED - ARCHITECTURAL ROOF - DEMOLITION	
1	REMOVE BALLASTED ROOF ASSEMBLY DOWN TO STRUCTURAL PRECAST TWIN TEE
2	REMOVE MEMBRANE ROOF ASSEMBLY DOWN TO METAL DECK
3	REMOVE PORTION OF ROOF MEMBRANE AROUND PENETRATION ENOUGH TO ALLOW FOR NEW ROOF MEMBRANE PATCHING
4	REMOVE PORTION OF ROOF MEMBRANE AND FLASHING AT ROOF'S EDGE TO ALLOW FOR NEW ROOF MEMBRANE TO ATTACH TO EXISTING MEMBRANE AND WRAP ROOF PARAPET
5	REMOVE ROOF HATCH AND LADDER
6	CAREFULLY REMOVE METAL PANEL AND STONE ALONG VERTICAL EXTERIOR WALL SURFACES AND METAL COPING TO BE REINSTALLED TO BE ABLE TO PROPERLY FLASH WALL PER MANUFACTURER
7	REMOVE METAL COPING
8	REMOVE AND SALVAGE ROOF LADDER TO BE REINSTALLED AT SAME LOCATION
9	REMOVE AND SALVAGE METAL COPING



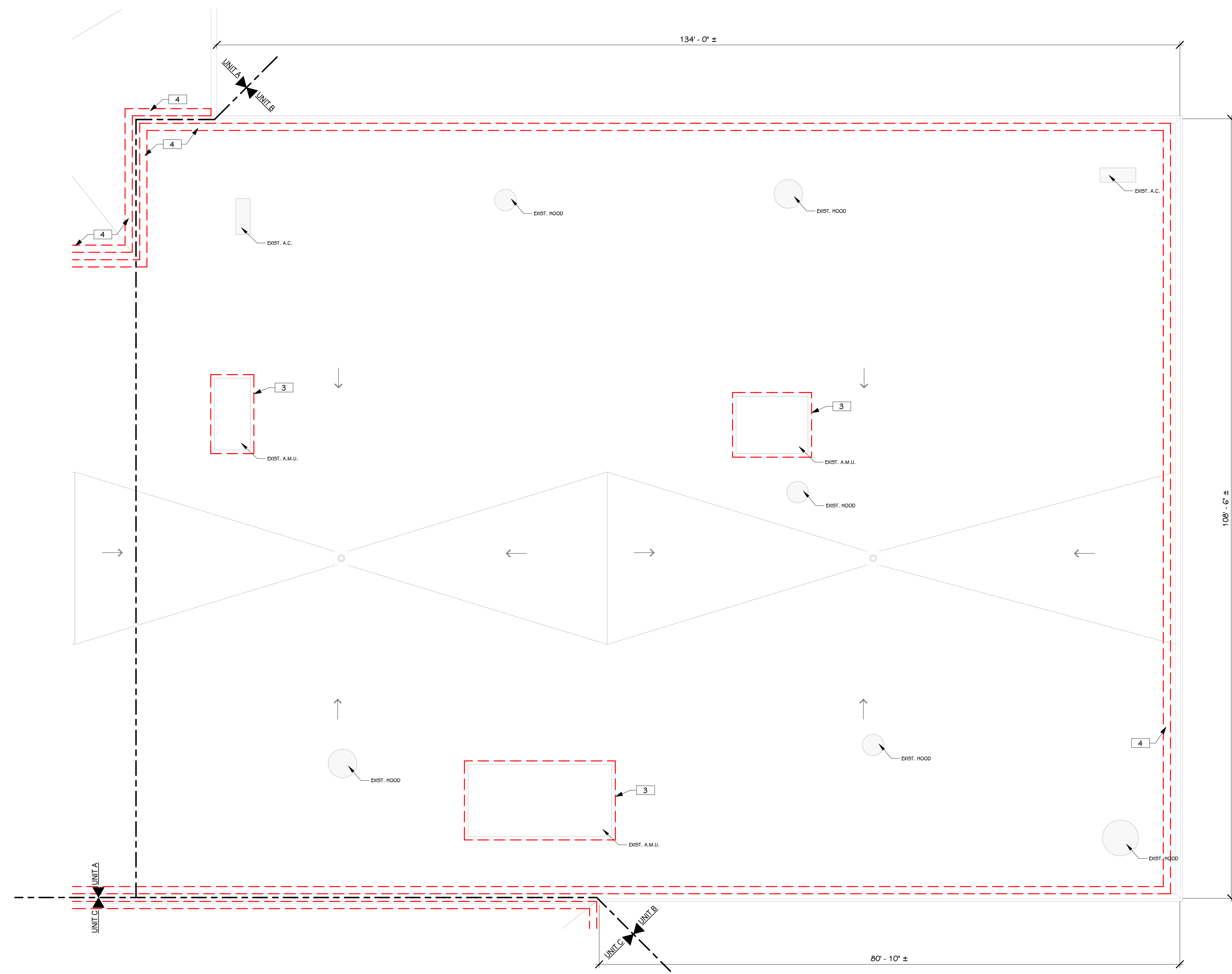
**THIS DRAWING SHEET IS INTENDED TO BE PLOTTED IN COLOR. IF THIS TEXT APPEARS IN BLACK AND WHITE, IT IS PLOTTED INCORRECTLY. DISCARD AND OBTAIN AN ACCURATE DRAWING**

**METRO ROOF REPLACEMENT**

**KEY PLAN**  
SCALE: NO SCALE

ISSUED FOR	DATE
PROJECT TITLE	METRO ROOF REPLACEMENT
OWNER	CENTRAL COUNTY TRANSPORTATION AUTHORITY
OWNER ADDRESS	Kalamazoo, Michigan
SHEET NUMBER	AD 102A
DATE	SEPTEMBER 28, 2023
SHEET TITLE	ROOF DEMOLITION PLAN - UNIT A
SCALE	23-1176.000

GENERAL NOTES - ARCHITECTURAL - DEMOLITION	
1	CONTRACTORS ARE REQUIRED TO INSPECT/REVIEW THE EXISTING BUILDING PRIOR TO RELATED DEMOLITION WORK. UNLESS NOTED OTHERWISE, REMOVAL OF ANY WALL, FLOOR OR CEILING INCLUDES ALL GENERAL MECHANICAL AND ELECTRICAL ITEMS WHICH ARE A PART OF, OR ATTACHED TO IT.
2	CONTRACTOR SHALL VERIFY ALL EXISTING JOB SITE CONDITIONS AND DIMENSIONS AND BE RESPONSIBLE FOR THE SAME. ADVISE CONSTRUCTION MANAGER OF ANY AND ALL DISCREPANCIES.
3	PATCH WALLS DAMAGED DURING CONSTRUCTION AND DEMOLITION AS REQUIRED. FINISH TO MATCH EXISTING.
4	ACCOMMODATE NEW CONSTRUCTION IF NOT INDICATED.
5	PROTECT ALL EXISTING FINISHES THROUGHOUT PROJECT.
6	REFER TO DEMOLITION ELEVATIONS, SECTIONS AND DETAILS FOR ADDITIONAL INFORMATION.
KEYED NOTED - ARCHITECTURAL ROOF - DEMOLITION	
1	REMOVE BALLASTED ROOF ASSEMBLY DOWN TO STRUCTURAL PRECAST TWIN TEE
2	REMOVE MEMBRANE ROOF ASSEMBLY DOWN TO METAL DECK
3	REMOVE PORTION OF ROOF MEMBRANE AROUND PENETRATION ENOUGH TO ALLOW FOR NEW ROOF MEMBRANE PATCHING
4	REMOVE PORTION OF ROOF MEMBRANE AND FLASHING AT ROOF'S EDGE TO ALLOW FOR NEW ROOF MEMBRANE TO ATTACH TO EXISTING MEMBRANE AND WRAP ROOF PARAPET
5	REMOVE ROOF HATCH AND LADDER
6	CAREFULLY REMOVE METAL PANEL AND STONE ALONG VERTICAL EXTERIOR WALL SURFACES AND METAL COPING TO BE REINSTALLED TO BE ABLE TO PROPERLY FLASH WALL PER MANUFACTURER
7	REMOVE METAL COPING
8	REMOVE AND SALVAGE ROOF LADDER TO BE REINSTALLED AT SAME LOCATION
9	REMOVE AND SALVAGE METAL COPING



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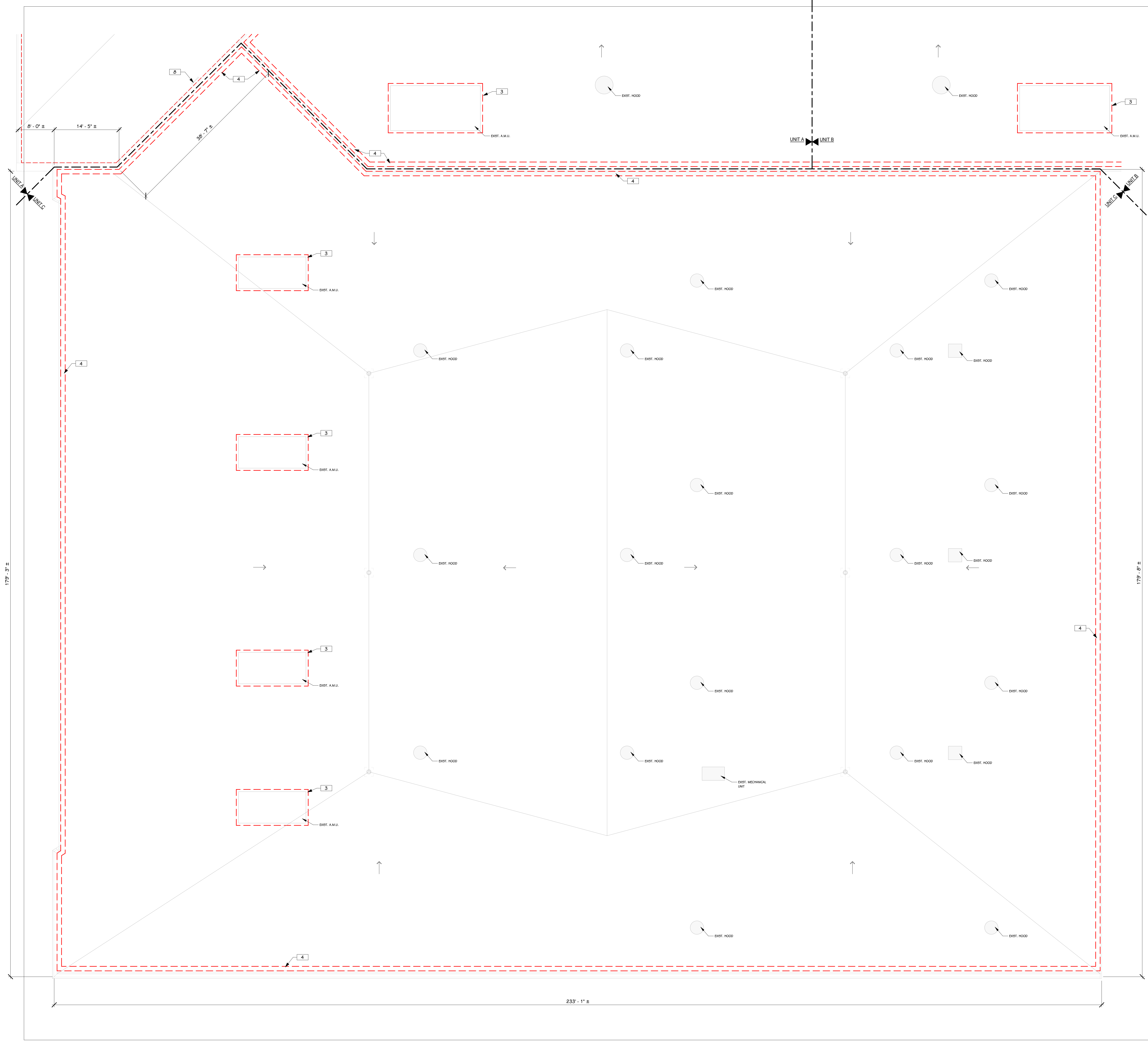
**METRO ROOF REPLACEMENT**

**KEY PLAN**  
SCALE: NO SCALE

ISSUED FOR	DATE
PROJECT TITLE METRO ROOF REPLACEMENT	
OWNER CENTRAL COUNTY TRANSPORTATION AUTHORITY	
SHEET NUMBER AD 102B	DATE SEPTEMBER 28, 2023
ROOF DEMOLITION PLAN - UNIT B	
	OWNER Kalamazoo, Michigan
	SHEET NUMBER 23-176.000



- GENERAL NOTES - ARCHITECTURAL - DEMOLITION**
- CONTRACTORS ARE REQUIRED TO INSPECT/REVIEW THE EXISTING BUILDING PRIOR TO RELATED DEMOLITION WORK. UNLESS NOTED OTHERWISE, REMOVAL OF ANY WALL, FLOOR OR CEILING INCLUDES ALL GENERAL MECHANICAL AND ELECTRICAL ITEMS WHICH ARE A PART OF, OR ATTACHED TO IT.
  - CONTRACTOR SHALL VERIFY ALL EXISTING JOB SITE CONDITIONS AND DIMENSIONS AND BE RESPONSIBLE FOR THE SAME. ADVISE CONSTRUCTION MANAGER OF ANY AND ALL DISCREPANCIES.
  - PATCH WALLS DAMAGED DURING CONSTRUCTION AND DEMOLITION AS REQUIRED. FINISH TO MATCH EXISTING.
  - ACCOMMODATE NEW CONSTRUCTION IF NOT INDICATED.
  - PROTECT ALL EXISTING FINISHES THROUGHOUT PROJECT.
  - REFER TO DEMOLITION ELEVATIONS, SECTIONS AND DETAILS FOR ADDITIONAL INFORMATION.
- KEYED NOTES - ARCHITECTURAL ROOF - DEMOLITION**
- REMOVE BALLASTED ROOF ASSEMBLY DOWN TO STRUCTURAL PRECAST TWIN TEE
  - REMOVE MEMBRANE ROOF ASSEMBLY DOWN TO METAL DECK
  - REMOVE PORTION OF ROOF MEMBRANE AROUND PENETRATION ENOUGH TO ALLOW FOR NEW ROOF MEMBRANE PATCHING
  - REMOVE PORTION OF ROOF MEMBRANE AND FLASHING AT ROOF'S EDGE TO ALLOW FOR NEW ROOF MEMBRANE TO ATTACH TO EXISTING MEMBRANE AND WRAP ROOF PARAPET
  - REMOVE ROOF HATCH AND LADDER
  - CAREFULLY REMOVE METAL PANEL AND STONE ALONG VERTICAL EXTERIOR WALL SURFACES AND METAL COPING TO BE REINSTALLED TO BE ABLE TO PROPERLY FLASH WALL PER MANUFACTURER
  - REMOVE METAL COPING
  - REMOVE AND SALVAGE ROOF LADDER TO BE REINSTALLED AT SAME LOCATION
  - REMOVE AND SALVAGE METAL COPING



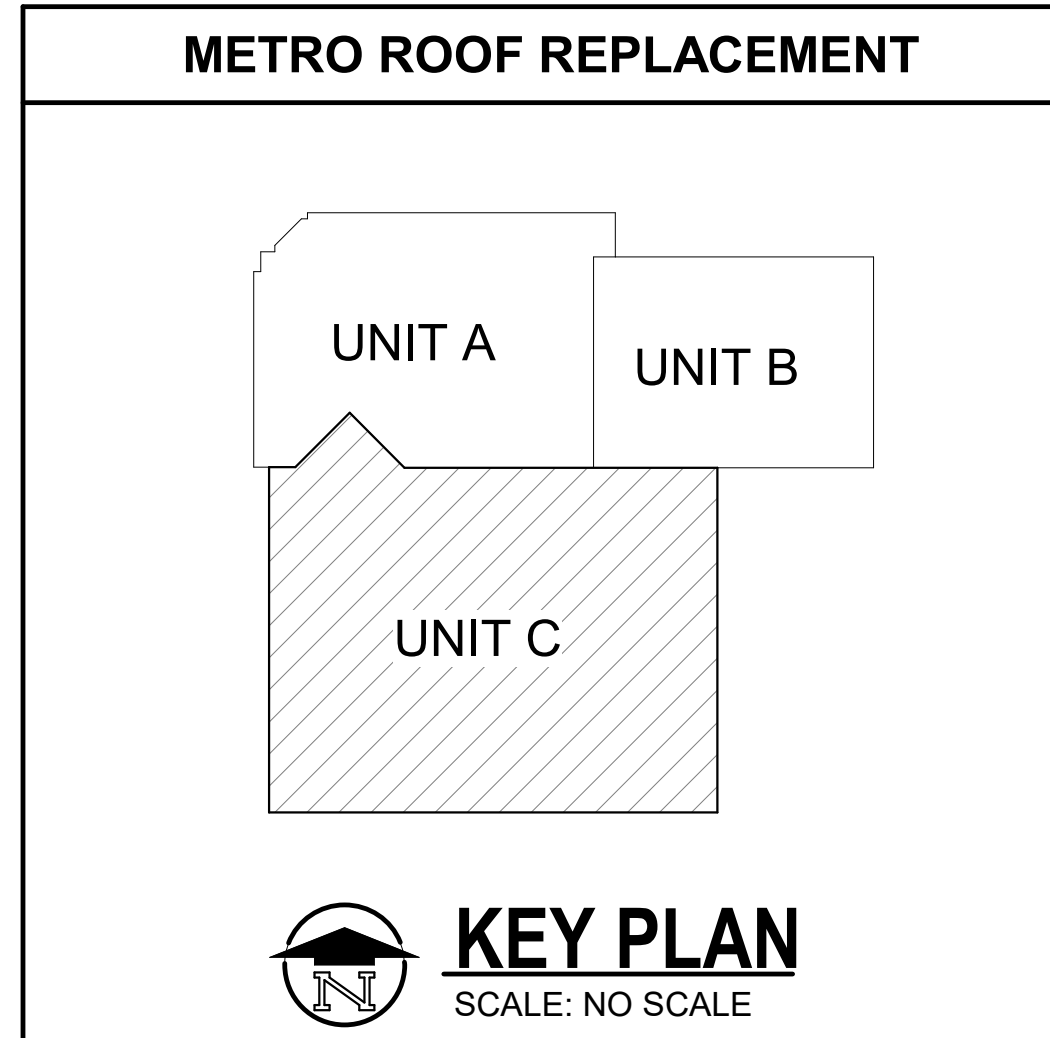
ISSUED FOR DATE

PROJECT TITLE  
METRO ROOF REPLACEMENT

OWNER  
CENTRAL COUNTY TRANSPORTATION  
AUTHORITY

Kalamazoo, Michigan

**THIS DRAWING SHEET IS INTENDED TO BE PLOTTED IN COLOR. IF THIS TEXT APPEARS IN BLACK AND WHITE, IT IS PLOTTED INCORRECTLY. DISCARD AND OBTAIN AN ACCURATE DRAWING**



SHEET TITLE  
ROOF DEMOLITION PLAN - UNIT C

SHEET NUMBER  
**AD 102C**  
23-176.000

DATE  
SEPTEMBER 28, 2023

179' - 3" ±

179' - 8" ±

233' - 1" ±

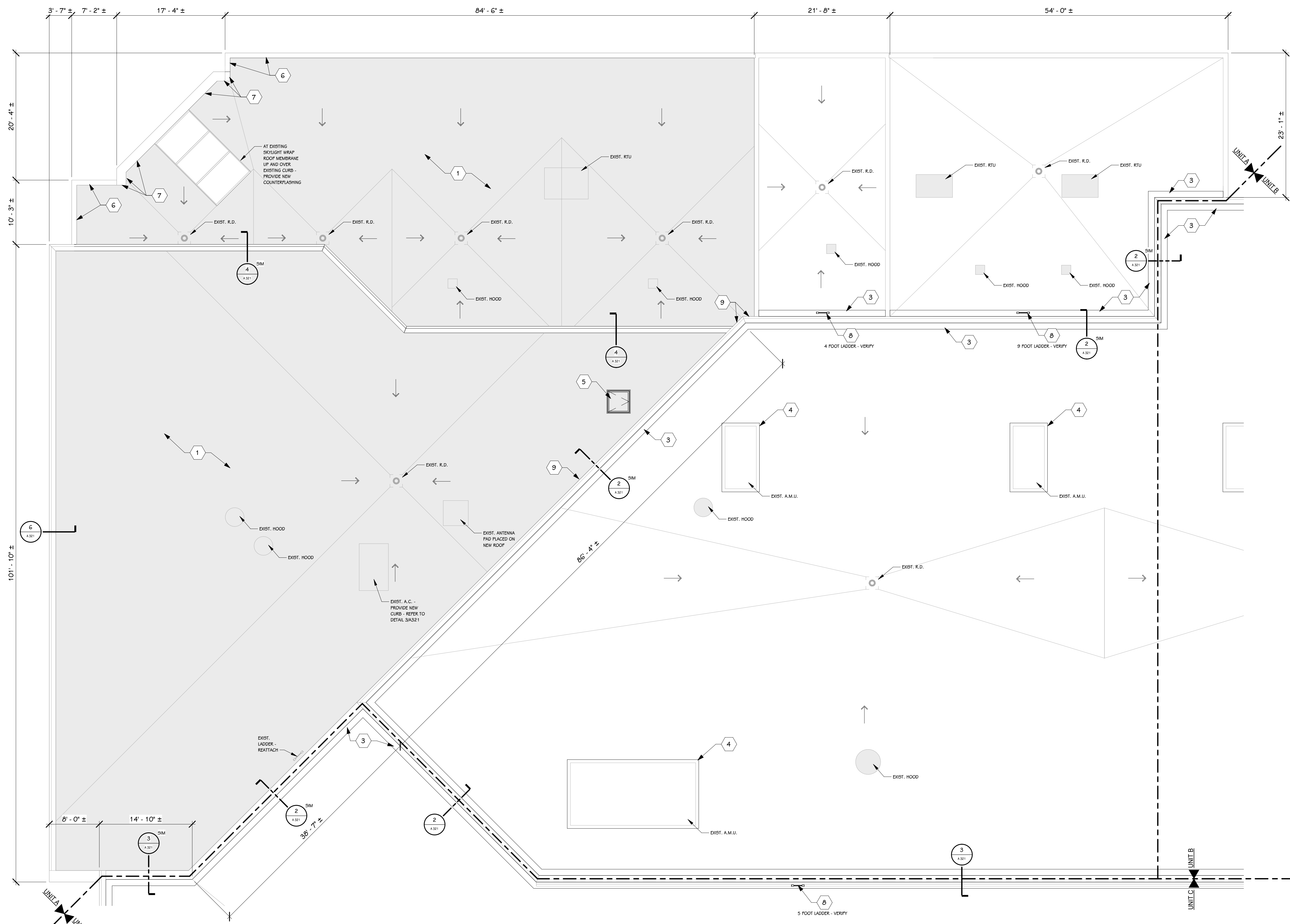
8' - 0" ±  
14' - 5" ±

38' - 7" ±

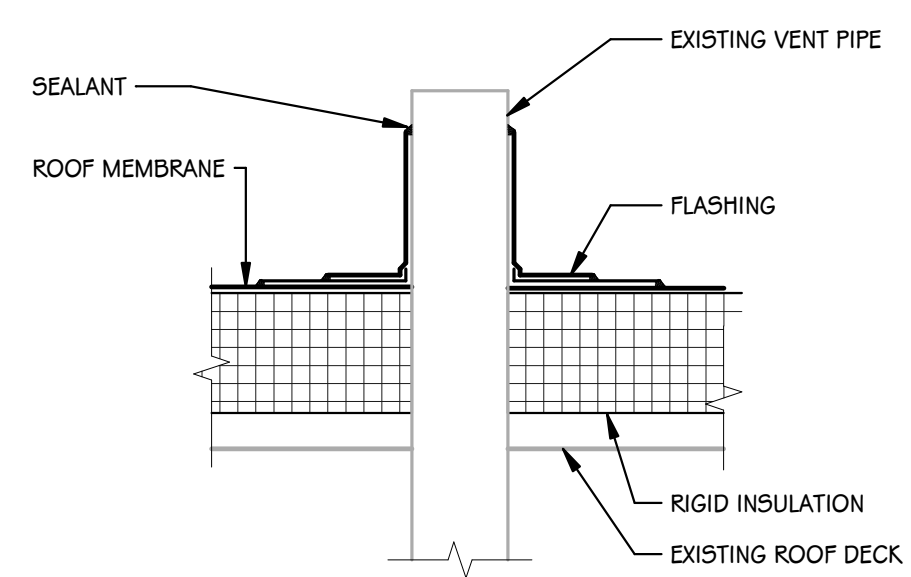
UNIT A  
UNIT B

UNIT A  
UNIT C

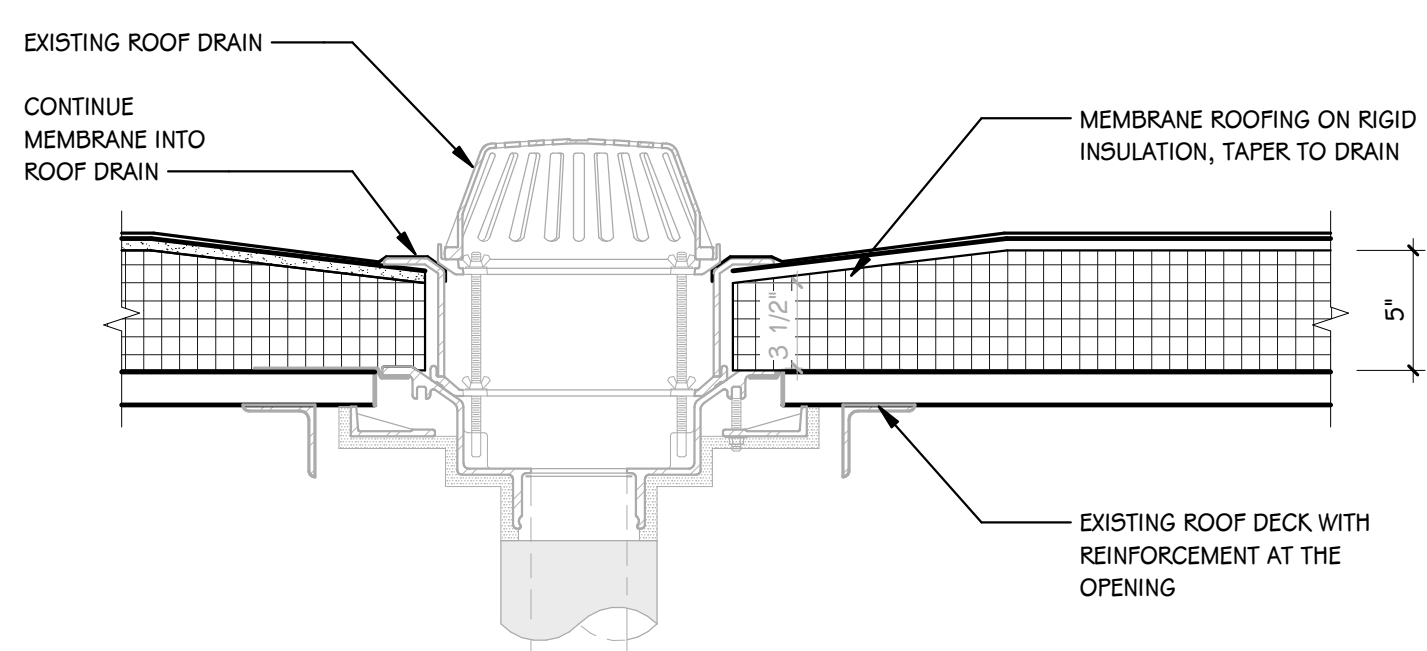
UNIT B  
UNIT C



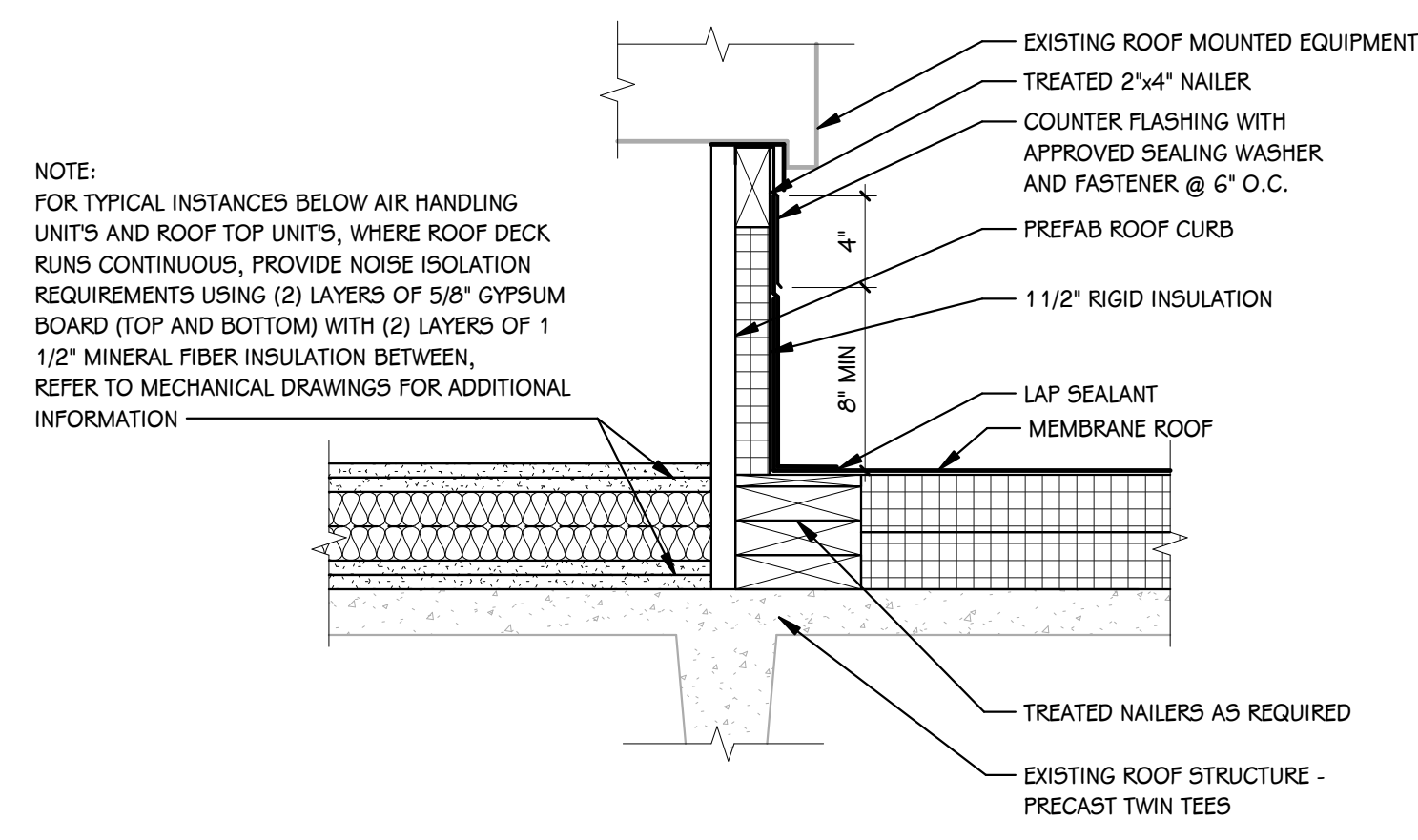
**ROOF PLAN - UNIT A**  
1/8" = 1'-0"



**1 TYPICAL ROOF PENETRATION**  
1/8" = 1'-0"



**2 TYPICAL ROOF DRAIN DETAIL**  
1/8" = 1'-0"



**3 TYPICAL ROOF CURB**  
1/8" = 1'-0"

**GENERAL NOTES - ARCHITECTURAL - NEW CONSTRUCTION**

- 1 THE OWNER RESERVES THE RIGHT TO REMOVE ANY ITEM FROM THE PROJECT PRIOR TO COMMENCEMENT OF CONTRACTED DEMOLITION WORK.
- 2 ALL EXISTING CONDITIONS SHOULD BE FIELD VERIFIED BEFORE WORK BEGINS.
- 3 DIMENSIONS GIVEN ARE ACTUAL AND ARE TO THE FACE OF MASONRY UNITS OR TO THE FACE OF STUD FRAMING, UNLESS NOTED OTHERWISE.
- 4 DETAILS SHOWN ILLUSTRATE DESIGN INTENT, NOT ALL POSSIBLE CONDITIONS. FOR CONDITIONS NOT SHOWN, USE DETAILS CLOSEST TO CONDITION IN QUESTION.
- 5 PROVIDE ALL ASSOCIATED CURBS FOR ROOF TOP EQUIPMENT AND MECHANICAL ROOF TOP UNITS - PROVIDE SADDLE TO SHED WATER AWAY FROM UNIT. LARGE VOIDS BELOW THE AIR HANDLING UNITS SHALL BE FILLED WITH INSULATION AS SPECIFIED FOR NOISE CONTROL.
- 6 ALL EXISTING ROOF TOP PENETRATIONS BEING REMOVED REQUIRE ROOF PATCHING TO MATCH EXISTING ADJACENT.
- 7 VERIFY NUMBER OF ROOF PENETRATIONS, ALL ROOF PENETRATIONS AT LOCATIONS OF NEW ROOF ARE TO HAVE NEW ROOF FLASHING OR RUBBER BOOTS - SEE TYPICAL DETAILS

**KEYED NOTES - ARCHITECTURAL - ROOF**

- 1 EPDM ROOF WITH R-30 RIGID INSULATION. PROVIDE PIPE SUPPORTS AT EXISTING PIPES
- 2 ATTACH ROOF MEMBRANE TO EXISTING ROOF, WRAP UP AND UNDER NEW METAL COPING
- 3 ATTACH ROOF MEMBRANE TO EXISTING ROOF AT BASE OF PARAPET WALL, WRAP ROOF MEMBRANE UP AND OVER PARAPET AND CONNECT BOTH ROOF MEMBRANES
- 4 REWORK ROOF CURB METAL FLASHING TO COVER NEW ROOF MEMBRANE PATCH. INSURE CURBS ARE PROPERLY SEALED AND FLASHED
- 5 ROOF PATCH AND SAFETY RAILING INSTALL NEW INTERIOR LADDER WITH CAGE STARTING @ FROM GROUND (13'-4" FROM FINISHED FLOOR TO TOP OF ROOF - VERIFY) - REFER TO DETAIL 8/A321
- 6 ROOF MEMBRANE WRAPPED OVER PARAPET - REINSTALL METAL COPING
- 7 ROOF MEMBRANE WRAPPED BEHIND METAL AND STONE PANELS - PROVIDE PROPER ROOF TERMINATION AND COUNTER FLASHING MODIFY METAL OR STONE PANEL IF REQUIRED
- 8 GALVANIZED FIXED LADDER WITH WALK THRU - REFER TO DETAIL 7/A321
- 9 WRAP ROOF MEMBRANE UP AND OVER PARAPET AND CONNECT BOTH ROOF MEMBRANES

**ROOF PLAN KEY**

	BLACK EPDM ROOF MEMBRANE ON 5" RIGID INSULATION, MIN. R-30, OVER EXISTING ROOF DECK.
R.D.	ROOF DRAIN
O.D.	OVERFLOW DRAIN
	ROOF SLOPE DUE TO TAPERED INSULATION OR SLOPED STRUCTURE
AHU OR RTU	ROOF TOP UNIT
ACCU	CONDENSING UNIT
E.F.	EXHAUST FAN / HOOD

**NOTES**

1. PROVIDE ROOFING MANUFACTURERS STANDARD ROOFING TERMINATION DETAILS AT ALL PARAPETS, PRE-MANUFACTURED ROOF EDGE SYSTEMS, CURBS, PIPE PENETRATIONS, ETC.
2. PROVIDE CRICKETS AS REQUIRED AT ALL MECHANICAL UNITS, VENTS, ETC. TO MAINTAIN POSITIVE SLOPE OF 1/4"1'-0" MINIMUM

ISSUED FOR DATE

PROJECT TITLE  
METRO ROOF REPLACEMENT

OWNER  
CENTRAL COUNTY TRANSPORTATION AUTHORITY

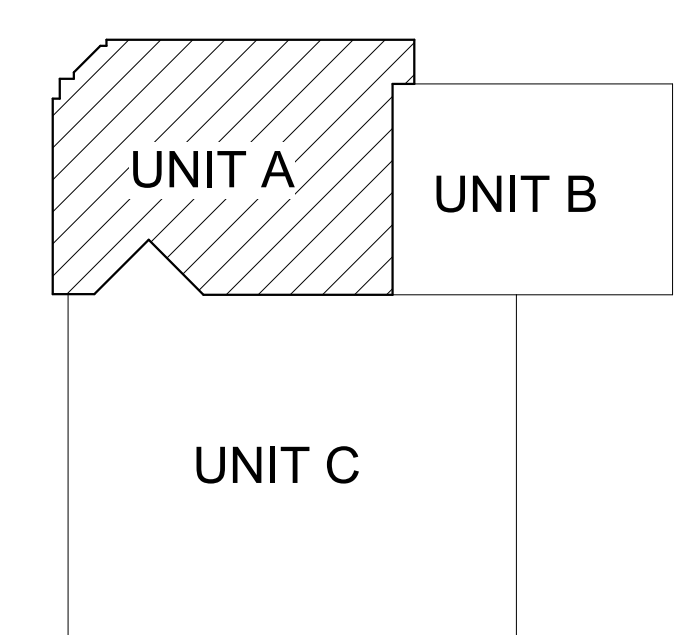
Kalamazoo, Michigan

SHEET TITLE  
ROOF PLAN - UNIT A

DATE  
SEPTEMBER 28, 2023

SHEET NUMBER  
A 102A  
23-176-000

**METRO ROOF REPLACEMENT**



**KEY PLAN**  
SCALE: NO SCALE

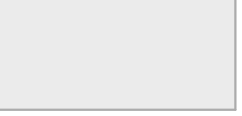

**GENERAL NOTES - ARCHITECTURAL - NEW CONSTRUCTION**

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- 2 ALL EXISTING CONDITIONS SHOULD BE FIELD VERIFIED BEFORE WORK BEGINS.
- 3 DIMENSIONS GIVEN ARE ACTUAL AND ARE TO THE FACE OF MASONRY UNITS OR TO THE FACE OF STUD FRAMING, UNLESS NOTED OTHERWISE.
- 4 DETAILS SHOWN ILLUSTRATE DESIGN INTENT, NOT ALL POSSIBLE CONDITIONS. FOR CONDITIONS NOT SHOWN, USE DETAILS CLOSEST TO CONDITION IN QUESTION.
- 5 PROVIDE ALL ASSOCIATED CURBS FOR ROOF TOP EQUIPMENT AND MECHANICAL ROOF TOP UNITS - PROVIDE SADDLE TO SHED WATER AWAY FROM UNIT. LARGE VOIDS BELOW THE AIR HANDLING UNITS SHALL BE FILLED WITH INSULATION AS SPECIFIED FOR NOISE CONTROL.
- 6 ALL EXISTING ROOF TOP PENETRATIONS BEING REMOVED REQUIRE ROOF PATCHING TO MATCH EXISTING ADJACENT.
- 7 VERIFY NUMBER OF ROOF PENETRATIONS, ALL ROOF PENETRATIONS AT LOCATIONS OF NEW ROOF ARE TO HAVE NEW ROOF FLASHING OR RUBBER BOOTS - SEE TYPICAL DETAILS

**KEYED NOTES - ARCHITECTURAL - ROOF**

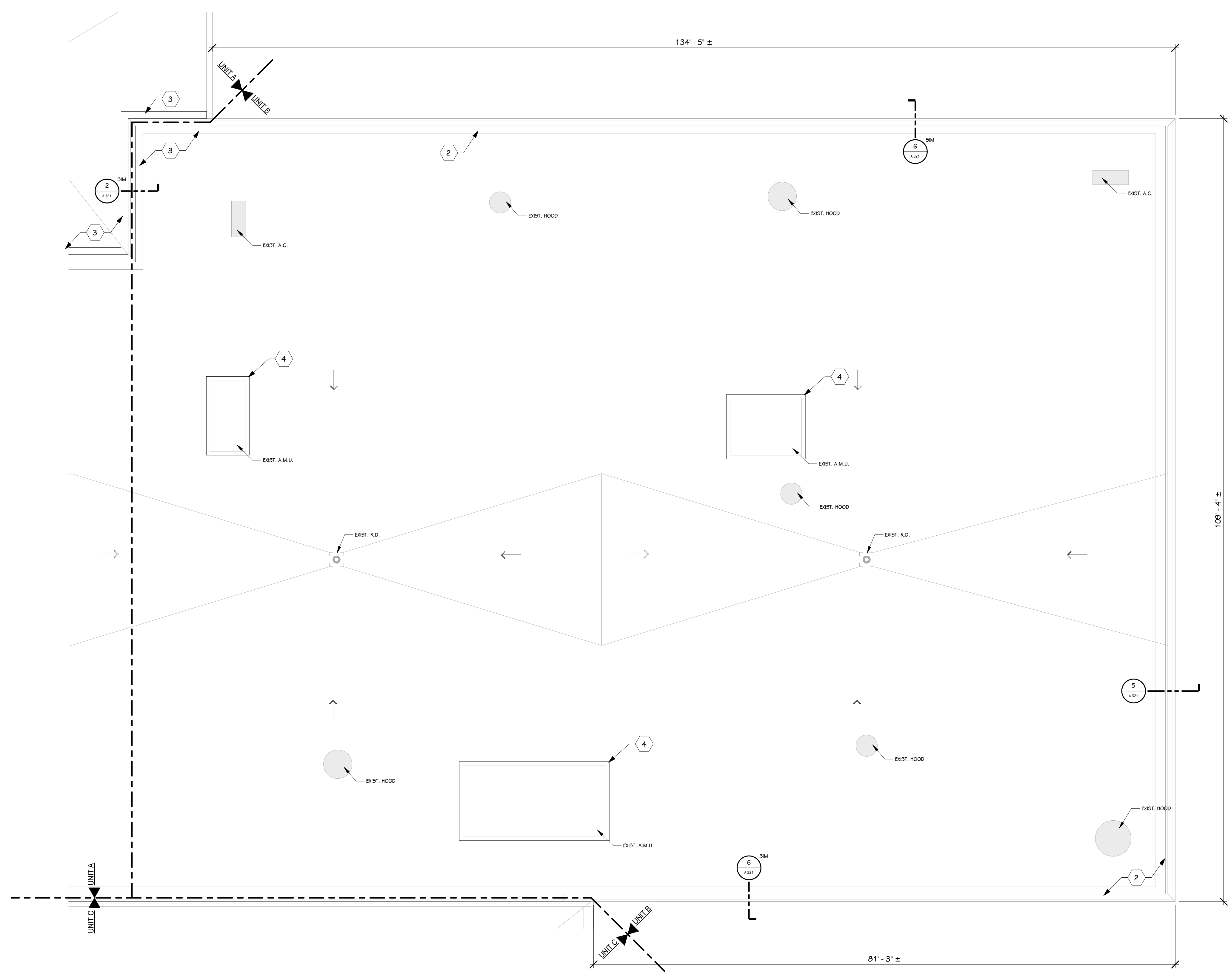
- 1 EPDM ROOF WITH R-30 RIGID INSULATION. PROVIDE PIPE SUPPORTS AT EXISTING PIPES
- 2 ATTACH ROOF MEMBRANE TO EXISTING ROOF, WRAP UP AND UNDER NEW METAL COPING
- 3 ATTACH ROOF MEMBRANE TO EXISTING ROOF AT BASE OF PARAPET WALL, WRAP ROOF MEMBRANE UP AND OVER PARAPET AND CONNECT BOTH ROOF MEMBRANES
- 4 REWORK ROOF CURB METAL FLASHING TO COVER NEW ROOF MEMBRANE PATCH. INSURE CURBS ARE PROPERLY SEALED AND FLASHED
- 5 ROOF PATCH AND SAFETY RAILING INSTALL NEW INTERIOR LADDER WITH CAGE STARTING 3' FROM GROUND (13'-4" FROM FINISHED FLOOR TO TOP OF ROOF - VERIFY) - REFER TO DETAIL 8/A321
- 6 ROOF MEMBRANE WRAPPED OVER PARAPET - REINSTALL METAL COPING
- 7 ROOF MEMBRANE WRAPPED BEHIND METAL AND STONE PANELS - PROVIDE PROPER ROOF TERMINATION AND COUNTER FLASHING MODIFY METAL OR STONE PANEL IF REQUIRED
- 8 GALVANIZED FIXED LADDER WITH WALK THRU - REFER TO DETAIL 7/A321
- 9 WRAP ROOF MEMBRANE UP AND OVER PARAPET AND CONNECT BOTH ROOF MEMBRANES

**ROOF PLAN KEY**

	BLACK EPDM ROOF MEMBRANE ON 5" RIGID INSULATION, MIN. R-30, OVER EXISTING ROOF DECK.
R.D.	ROOF DRAIN
O.D.	OVERFLOW DRAIN
	ROOF SLOPE DUE TO TAPERED INSULATION OR SLOPED STRUCTURE
AHU OR RTU	ROOF TOP UNIT
ACCU	CONDENSING UNIT
E.F.	EXHAUST FAN / HOOD

**NOTES**

1. PROVIDE ROOFING MANUFACTURERS STANDARD ROOFING TERMINATION DETAILS AT ALL PARAPETS, PRE-MANUFACTURED ROOF EDGE SYSTEMS, CURBS, PIPE PENETRATIONS, ETC.
2. PROVIDE CRICKETS AS REQUIRED AT ALL MECHANICAL UNITS, VENTS, ETC. TO MAINTAIN POSITIVE SLOPE OF 1/4"1'-0" MINIMUM



**ROOF PLAN - UNIT B**  
1/8" = 1'-0"

ISSUED FOR \_\_\_\_\_ DATE \_\_\_\_\_

PROJECT TITLE  
**METRO ROOF REPLACEMENT**

OWNER  
**CENTRAL COUNTY TRANSPORTATION AUTHORITY**

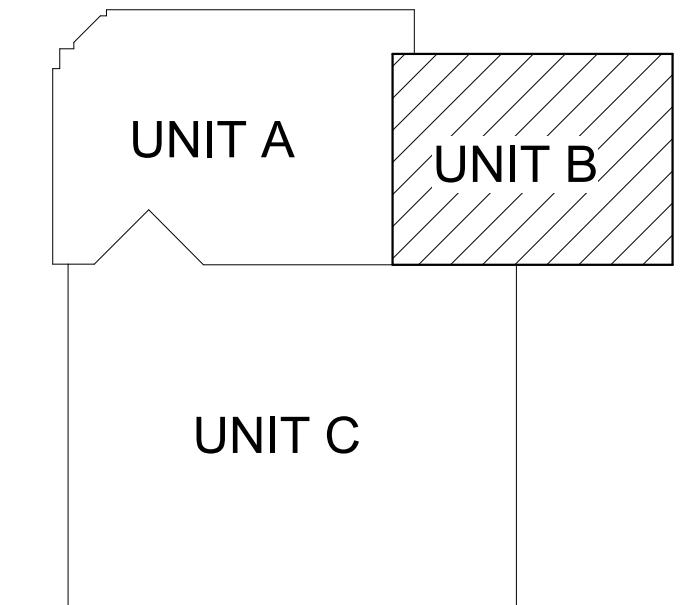
Kalamazoo, Michigan

SHEET TITLE  
**ROOF PLAN - UNIT B**

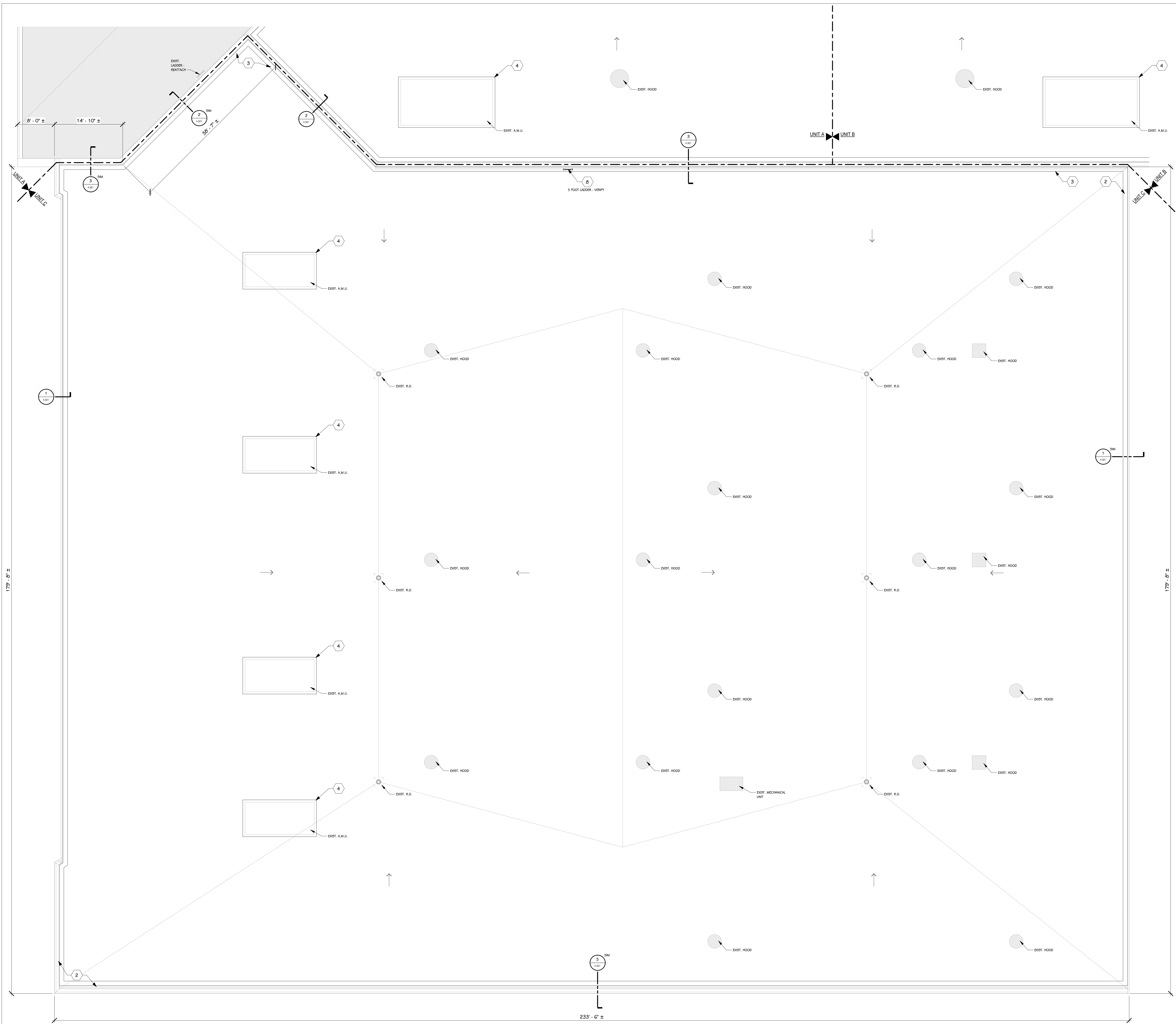
DATE  
**SEPTEMBER 28, 2023**

SHEET NUMBER  
**A 102B**  
23-176-000

**METRO ROOF REPLACEMENT**



**KEY PLAN**  
SCALE: NO SCALE



**ROOF PLAN - UNIT C**  
1/8" = 1'-0"

**GENERAL NOTES - ARCHITECTURAL - NEW CONSTRUCTION**

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- 2 ALL EXISTING CONDITIONS SHOULD BE FIELD VERIFIED BEFORE WORK BEGINS.
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- 5 PROVIDE ALL ASSOCIATED CURBS FOR ROOF TOP EQUIPMENT AND MECHANICAL ROOF TOP UNITS - PROVIDE SADDLE TO SHED WATER AWAY FROM UNIT. LARGE VOIDS BELOW THE AIR HANDLING UNITS SHALL BE FILLED WITH INSULATION AS SPECIFIED FOR NOISE CONTROL.
- 6 ALL EXISTING ROOF TOP PENETRATIONS BEING REMOVED REQUIRE ROOF PATCHING TO MATCH EXISTING ADJACENT.
- 7 VERIFY NUMBER OF ROOF PENETRATIONS, ALL ROOF PENETRATIONS AT LOCATIONS OF NEW ROOF ARE TO HAVE NEW ROOF FLASHING OR RUBBER BOOTS - SEE TYPICAL DETAILS

**KEYED NOTES - ARCHITECTURAL - ROOF**

- 1 EPDM ROOF WITH R-30 RIGID INSULATION. PROVIDE PIPE SUPPORTS AT EXISTING PIPES
- 2 ATTACH ROOF MEMBRANE TO EXISTING ROOF, WRAP UP AND UNDER NEW METAL COPING
- 3 ATTACH ROOF MEMBRANE TO EXISTING ROOF AT BASE OF PARAPET WALL, WRAP ROOF MEMBRANE UP AND OVER PARAPET AND CONNECT BOTH ROOF MEMBRANES
- 4 REWORK ROOF CURB METAL FLASHING TO COVER NEW ROOF MEMBRANE PATCH. INSURE CURBS ARE PROPERLY SEALED AND FLASHED
- 5 ROOF PATCH AND SAFETY RAILING INSTALL NEW INTERIOR LADDER WITH CAGE STARTING @ FROM GROUND (13'-4" FROM FINISHED FLOOR TO TOP OF ROOF - VERIFY) - REFER TO DETAIL 8/A321
- 6 ROOF MEMBRANE WRAPPED OVER PARAPET - REINSTALL METAL COPING
- 7 ROOF MEMBRANE WRAPPED BEHIND METAL AND STONE PANELS - PROVIDE PROPER ROOF TERMINATION AND COUNTER FLASHING MODIFY METAL OR STONE PANEL IF REQUIRED
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**ROOF PLAN KEY**

	BLACK EPDM ROOF MEMBRANE ON 5" RIGID INSULATION, MIN. R-30, OVER EXISTING ROOF DECK.
R.D.	ROOF DRAIN
O.D.	OVERFLOW DRAIN
	ROOF SLOPE DUE TO TAPERED INSULATION OR SLOPED STRUCTURE
AHU OR RTU	ROOF TOP UNIT
ACCU	CONDENSING UNIT
E.F.	EXHAUST FAN / HOOD

**NOTES**

1. PROVIDE ROOFING MANUFACTURERS STANDARD ROOFING TERMINATION DETAILS AT ALL PARAPETS, PRE-MANUFACTURED ROOF EDGE SYSTEMS, CURBS, PIPE PENETRATIONS, ETC.
2. PROVIDE CRICKETS AS REQUIRED AT ALL MECHANICAL UNITS, VENTS, ETC. TO MAINTAIN POSITIVE SLOPE OF 1/4"1'-0" MINIMUM

ISSUED FOR \_\_\_\_\_ DATE \_\_\_\_\_

PROJECT TITLE  
**METRO ROOF REPLACEMENT**

OWNER  
**CENTRAL COUNTY TRANSPORTATION AUTHORITY**

SHEET TITLE  
**ROOF PLAN - UNIT C**

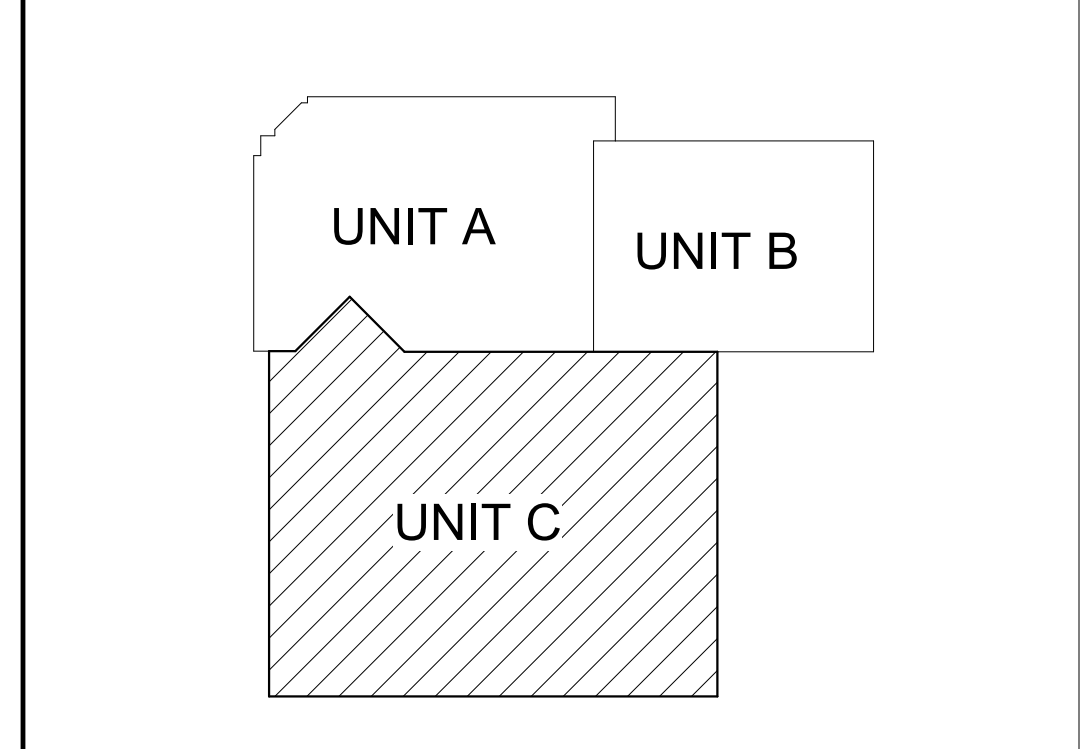
Kalamazoo, Michigan

DATE  
**SEPTEMBER 28, 2023**

SHEET NUMBER  
**A 102C**

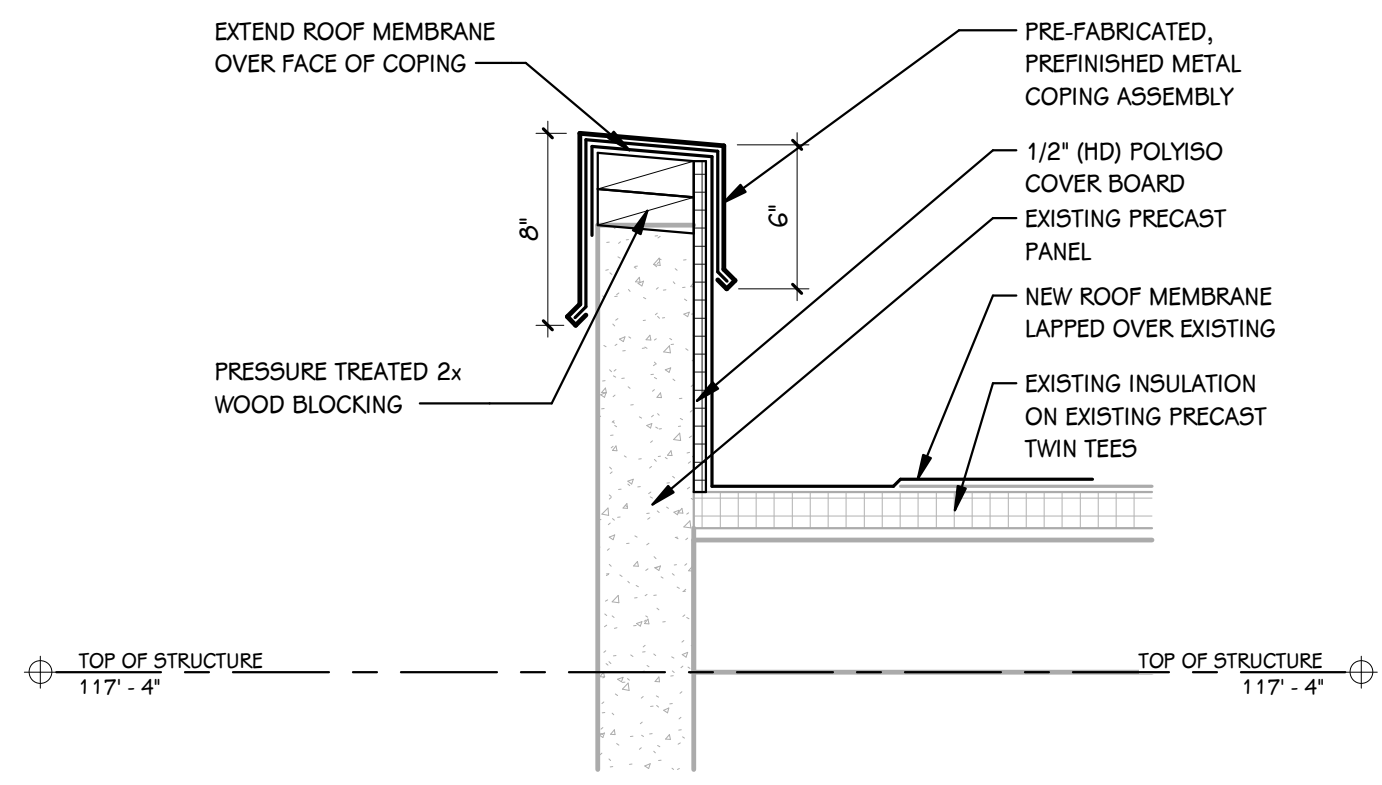
23-176-000

**METRO ROOF REPLACEMENT**

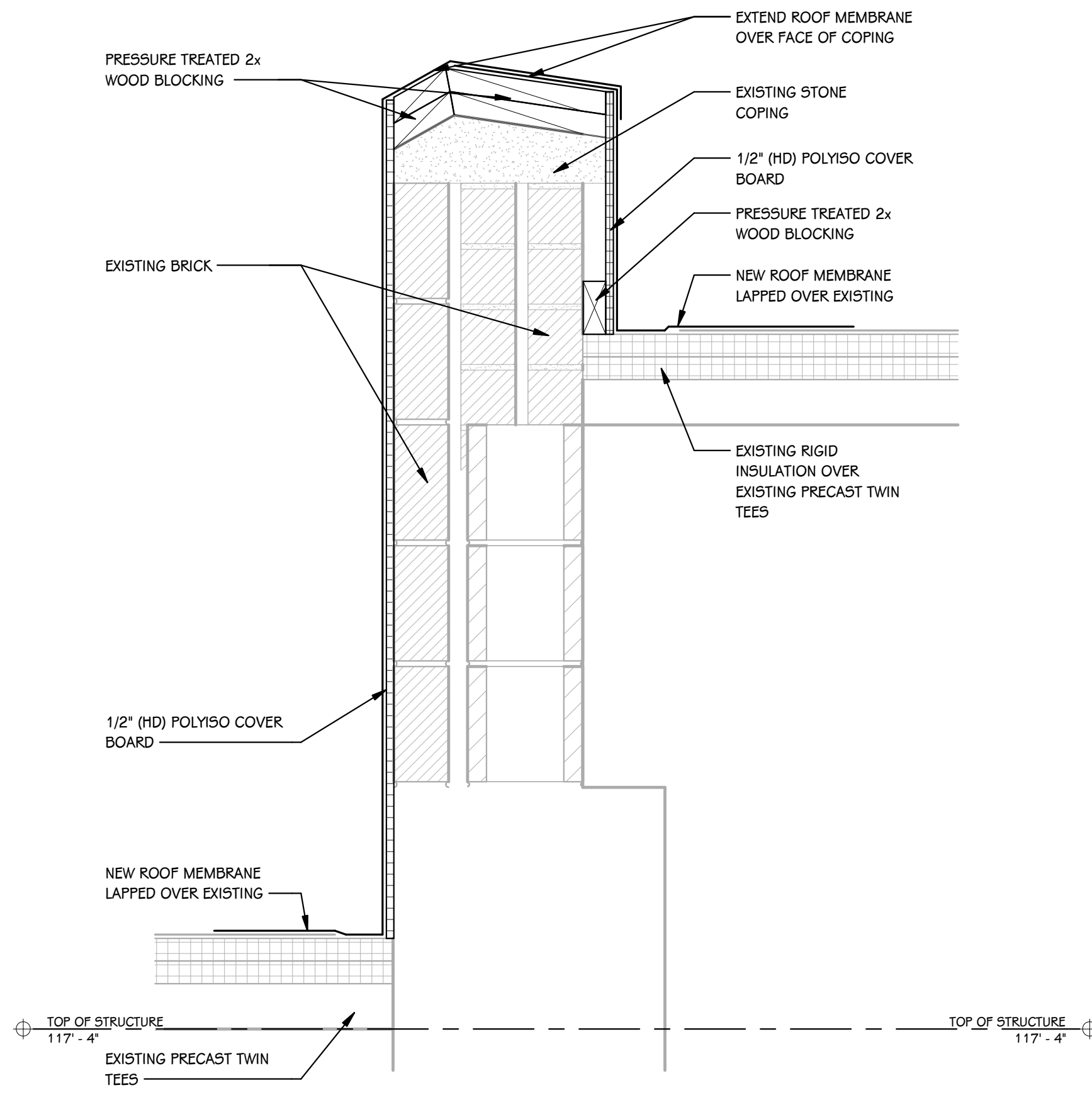


**KEY PLAN**  
SCALE: NO SCALE

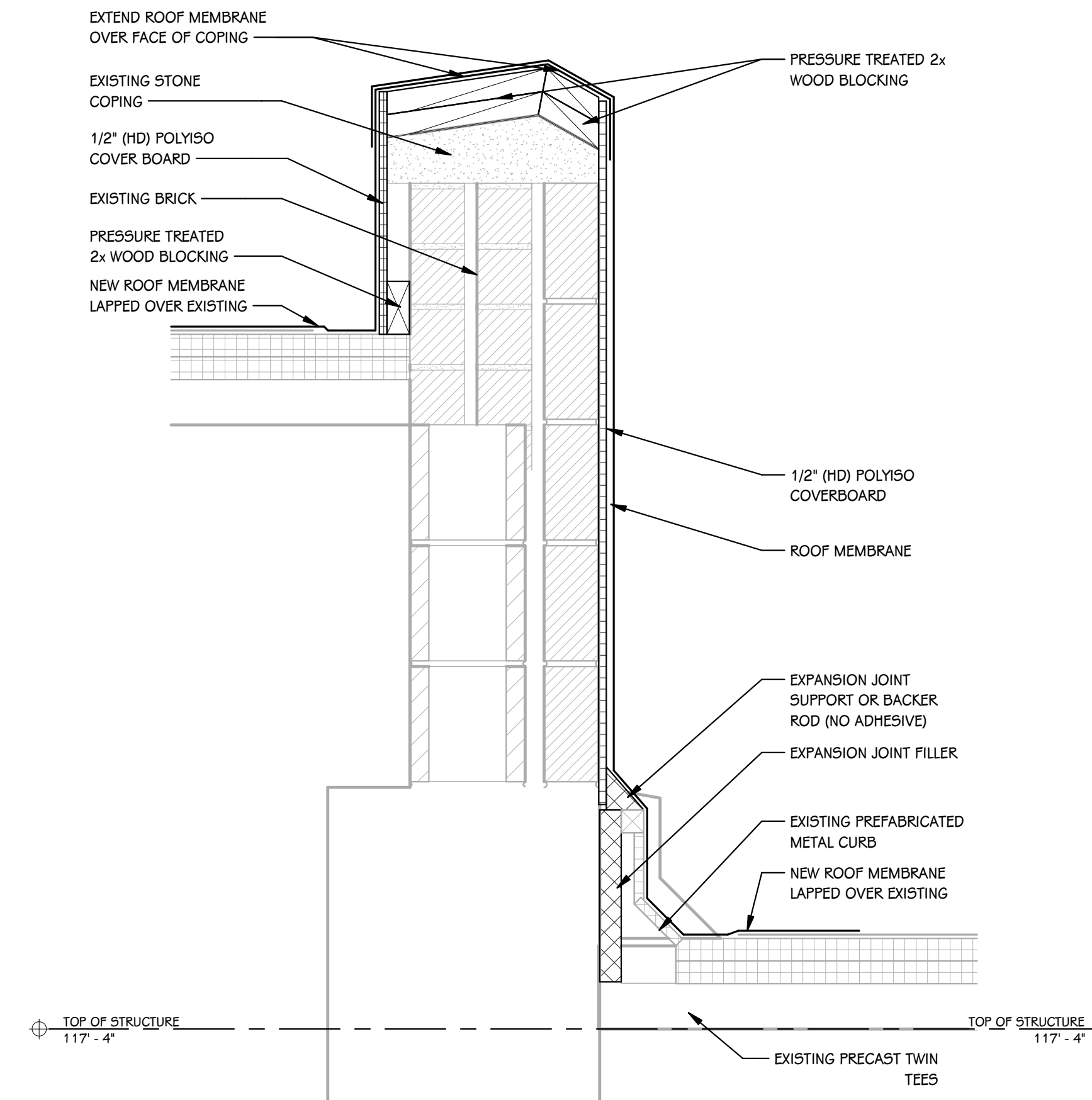




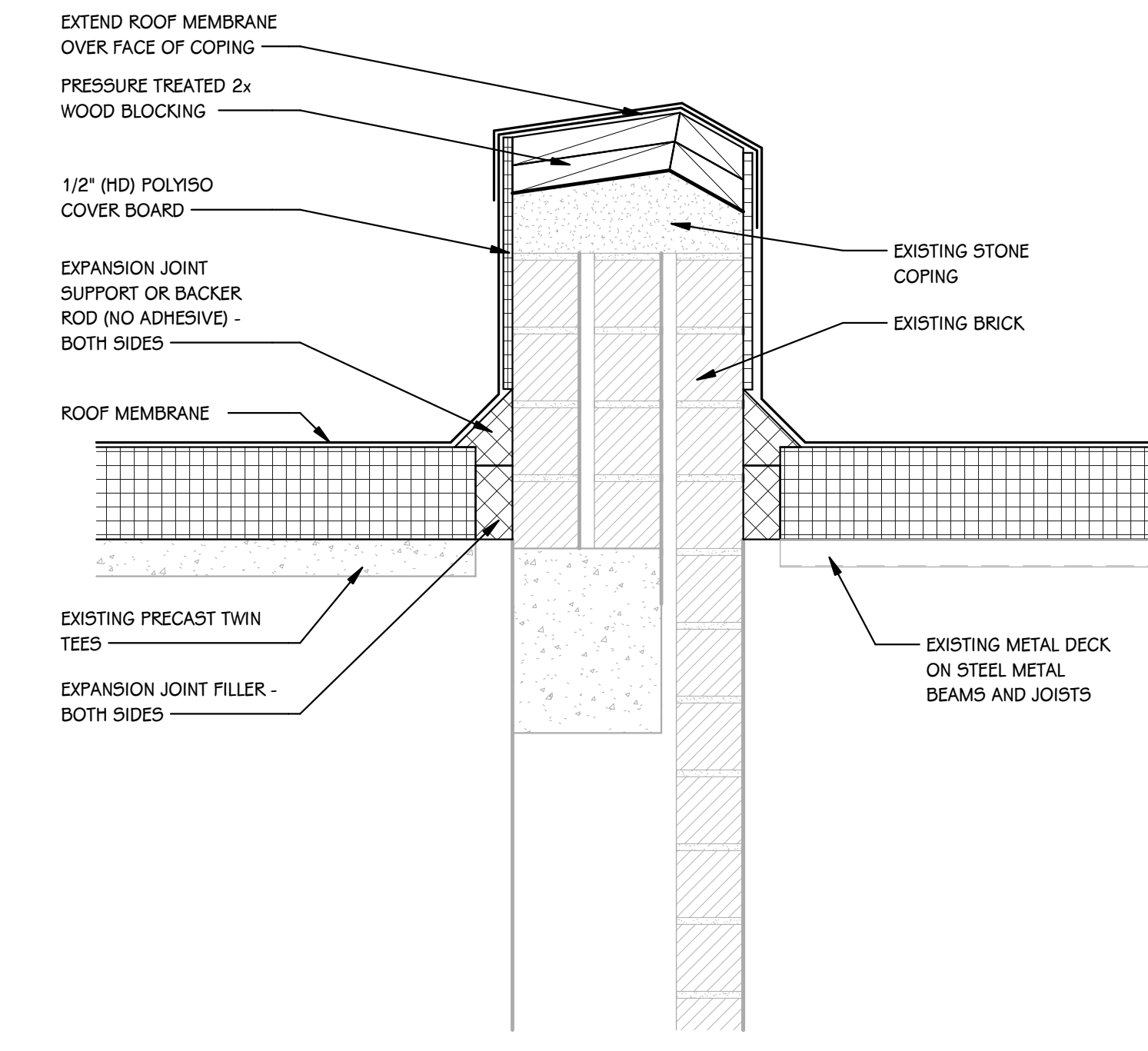
1 WALL SECTION DETAIL  
1 1/2" = 1'-0"



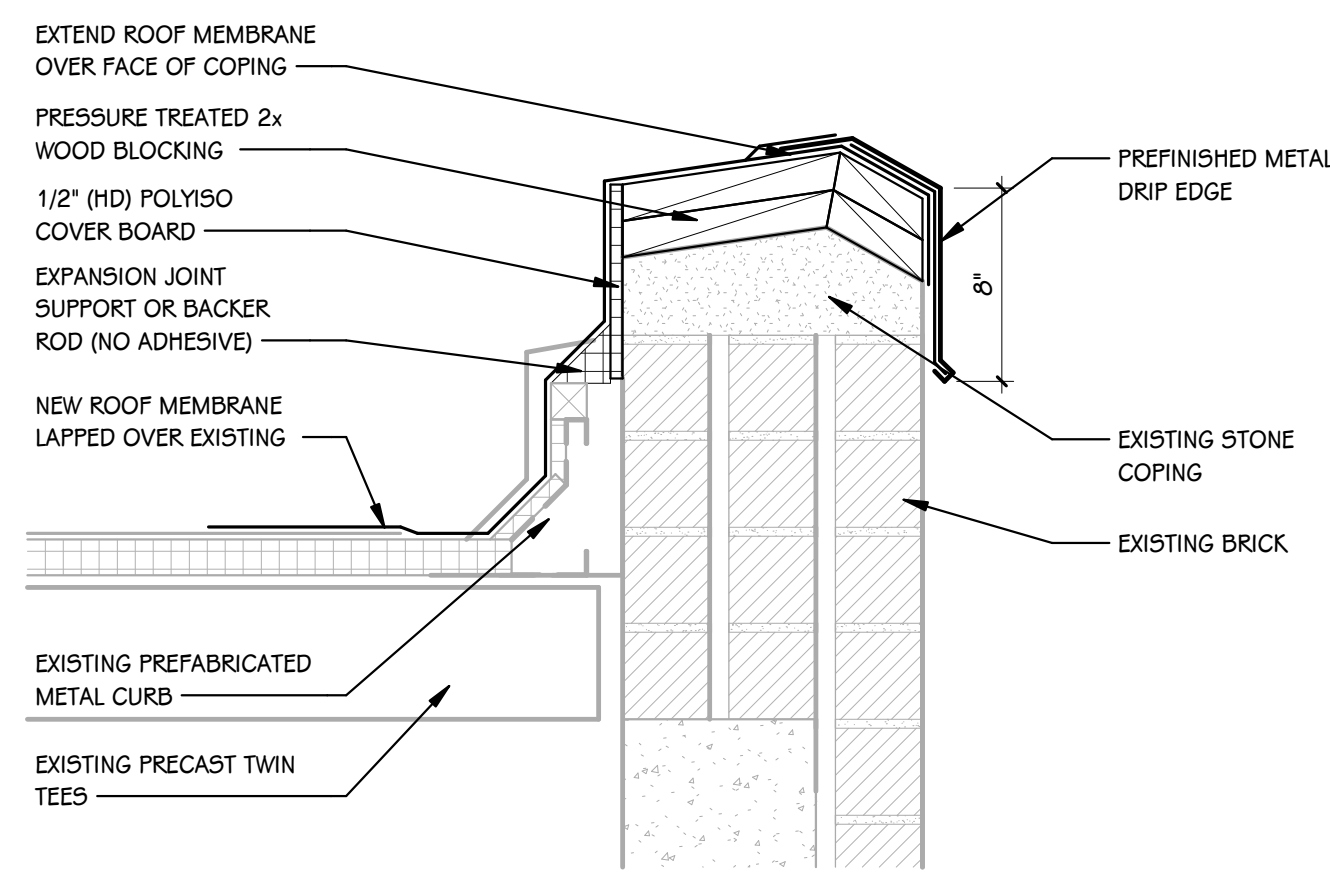
2 WALL SECTION DETAIL  
1 1/2" = 1'-0"



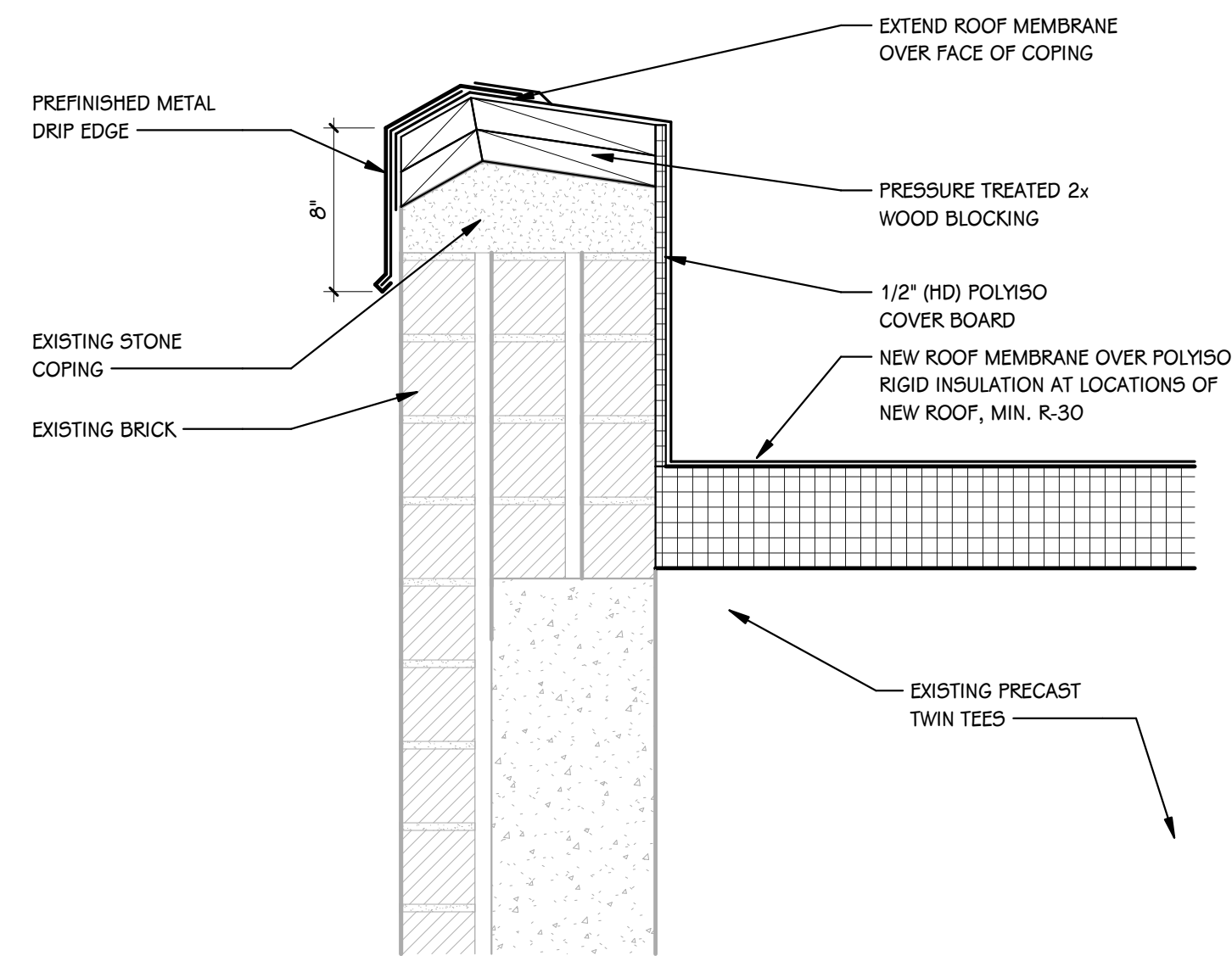
3 WALL SECTION DETAIL  
1 1/2" = 1'-0"



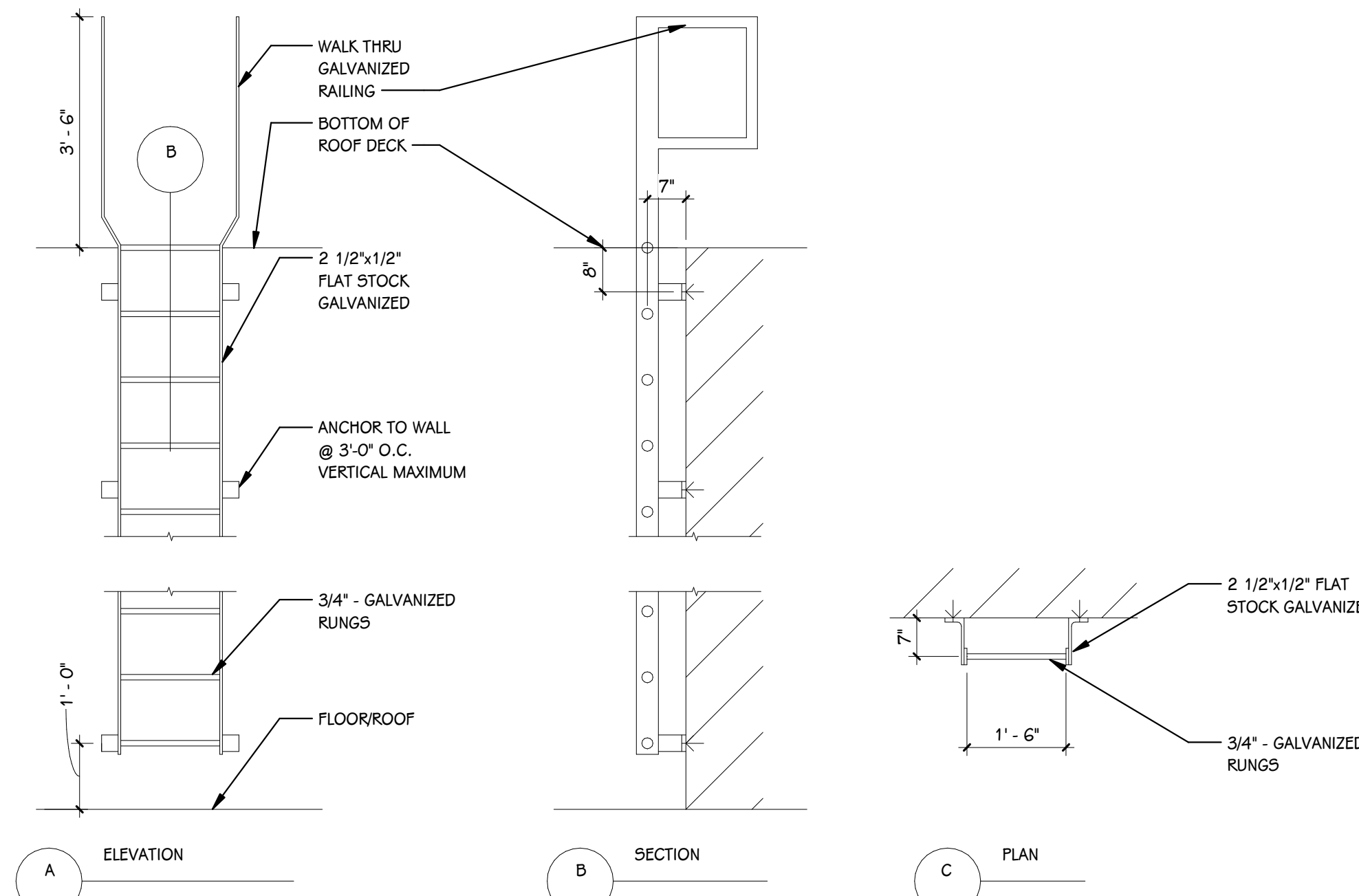
4 WALL SECTION DETAIL  
1 1/2" = 1'-0"



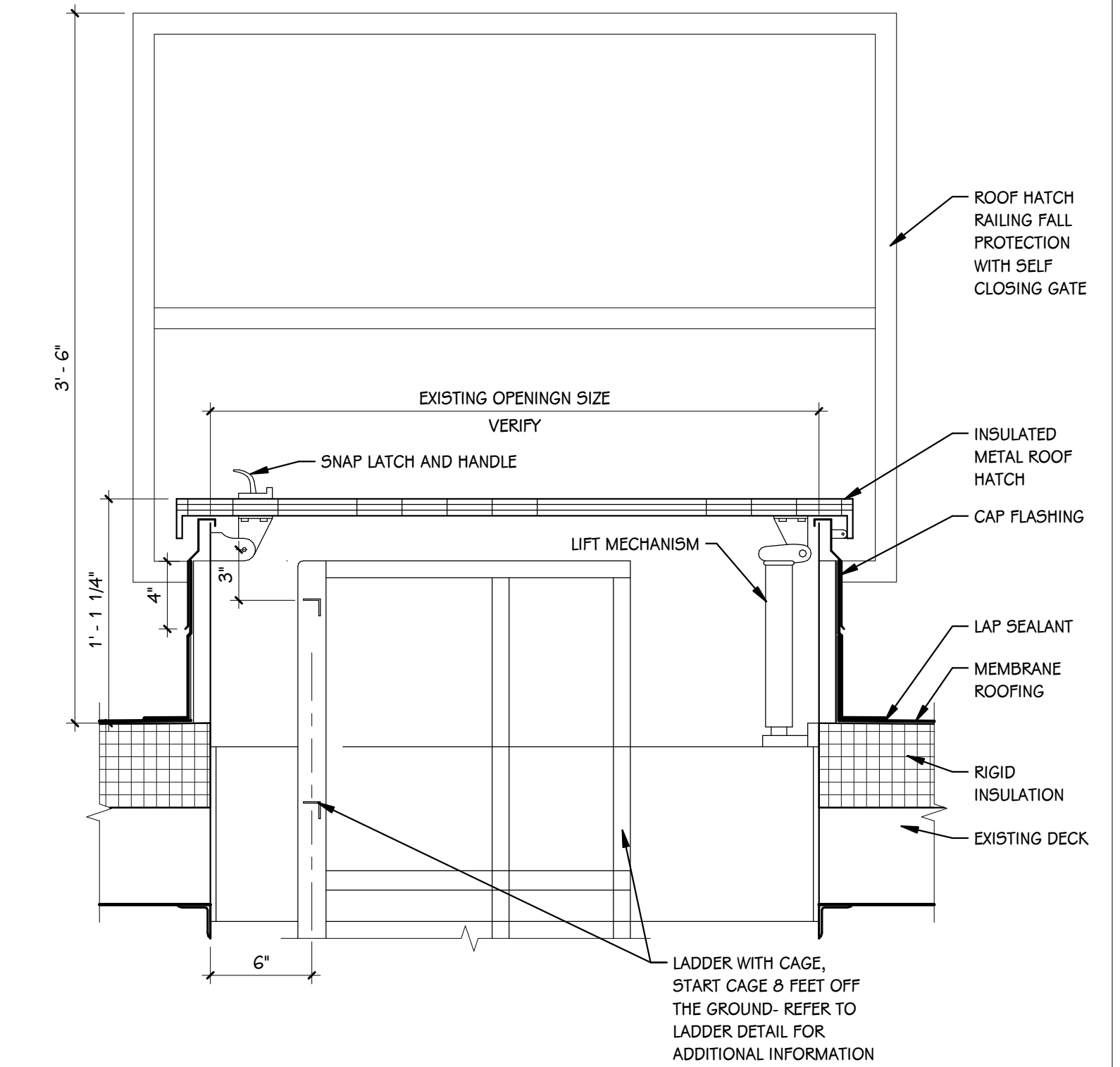
5 WALL SECTION DETAIL  
1 1/2" = 1'-0"



6 WALL SECTION DETAIL  
1 1/2" = 1'-0"



7 TYPICAL ROOF LADDER DETAIL WITH WALK THRU  
1/2" = 1'-0"



8 TYPICAL ROOF HATCH  
1 1/2" = 1'-0"

Safety cage. Provide MIOSHA ladder safety cage for interior roof access ladder. It is understood that a safety cage is not required for a ladder less than 20 feet, however for safety reasons a safety cage for this ladder is required at the top 8 feet of ladder height.