UTAH COUNTY PUBLIC WORKS DEPARTMENT 2855 South State Street Provo, Utah 84606 (801) 851-8600

INVITATION TO BID

for

FOOTHILL RESIDENTIAL TREATMENT CENTER ROOF REPAIR

ITB # 2017-14

CLOSING DATE FOR RECEIPT OF BIDS:	Thursday, July 27, 2017
TIME:	3:00 p.m. (Mountain Time) Bids will be opened at 3:30 p.m.
PLACE:	Office of the Utah County Purchasing Agent 100 East Center Street Room 3600 Provo, Utah 84606
MANDATORY PRE-BID	
CONFERENCE:	Wednesday, July 19, 2017 9:30 a.m. (Mountain Time) Foothill Residential Treatment Center 3281 North Main Street Spanish Fork, Utah

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1. INVITATION TO BID

1.1 INTENT

Through this Invitation to Bid (ITB), Utah County intends to select a qualified contractor to repair the roof on the Foothill Residential Treatment Center, located at 3075 North Main Street Spanish Fork, Utah.

The Contractor shall furnish all labor, materials, equipment, tools, transportation and supplies required to complete the work in accordance with the terms hereof.

If a Contractor is selected pursuant to this ITB, an agreement will be executed with Utah County, a sample copy of which is attached as Exhibit C.

1.2 PROCEDURE

- A. The procedure for response to this ITB, evaluation of bids, and selection of a Contractor is as follows:
 - 1. Interested entities will prepare and submit their bids prior to the specified Closing Date for Receipt of Bids.
 - 2. Utah County and/or its representatives will evaluate all submitted bids to determine acceptance or rejection of the bids.
 - 3. The selected Contractor will be required to sign an agreement with the County.

1.3 MANDATORY PRE-BID CONFERENCE

- A. Bidders MUST attend the MANDATORY Pre-Bid Conference to be conducted at 9:30am, Wednesday, July 19, 2017 at the Foothill Residential Treatment Center, 3281 North Main Street Spanish Fork, Utah. The conference will last approximately one hour.
- B. Bids will not be accepted from bidders who were not represented at the Pre-Bid Conference. It is each Bidder's responsibility to sign the official attendance sheet.

1.4 BID ORGANIZATION

- A. The bid must include:
 - 1. Completed Contractor's Cost Proposal (Attachment B)
 - 2. Completed Contractor Information Form (Exhibit A).
 - 3. Completed Certificate of Non-Collusion (Exhibit B).
 - 4. A copy of the bidder's current local business license.
 - 5. A copy of the bidder's current Contractor License issued by the Utah Department of Commerce, Division of Occupational and Professional Licensing.
 - 6. Proof of required insurance.
 - 7. Documentation from the County Treasurer of the bidder's county showing that bidder is current on its personal property taxes.

1.5 **BID SUBMISSION**

 A. Each respondent must submit TWO (2) copies of its SEALED bid to the Utah County Purchasing Agent. The envelope containing the bid must be clearly labeled "SEALED BID – FOOTHILL RTC ROOF REPAIR, ITB # 2017-14". The bid must be delivered to Utah County Purchasing Manager 100 East Center, Room 3600 Provo, Utah 84606

B. LATE BIDS WILL NOT BE ACCEPTED EXCEPT AS SET FORTH IN UTAH COUNTY PROCUREMENT RULES AND REGULATIONS.

1.6 QUESTIONS AND CLARIFICATIONS

All questions regarding this ITB must be submitted through the SciQuest web site. The deadline for submission of questions is specified on the SciQuest web site.

1.7 ACCEPTANCE OF BID

- A. Utah County reserves the right to reject any or all bids or waive minor irregularities when to do so would be in the best interests of Utah County. Minor irregularities are those which will not have a significant adverse effect on overall competition or performance levels.
- B. The responding party agrees that Utah County may terminate this procurement procedure at any time, and Utah County shall have no liability or responsibility to the responding party for any costs or expenses incurred in connection with this ITB, or such party's response.

1.8 DISPOSITION OF BIDS

All bids (and the information contained therein) shall become the property of Utah County. No bid shall be returned to the respondent regardless of the outcome of the selection process.

1.9 DISQUALIFICATION OF BID

The occurrence of any of the following may result in disqualification of a bid:

- A. Failure to respond within the established timetable.
- B. Failure to completely answer all questions presented in the ITB.
- C. Use of any other type of form or format other than those indicated in the ITB.
- D. Failure to provide requested documentation at the time of bid submission.
- E Illegible responses.
- F. If the bidder adds any provisions reserving the right to accept or reject an award or to enter into an agreement pursuant to an award, or any other unauthorized conditions, limitations or provisions.
- G. If the bidder is unable to evidence a satisfactory record of integrity.
- H. If the bidder is not qualified legally to contract.
- I. If the bid at the opening does not contain a signed bid, and a signed certificate of noncollusion.
- J. Utah County reserves the right to reject any or all bids.

1.10 EVALUATION CRITERIA

All bids will be evaluated by authorized representatives of Utah County for compliance with the terms and conditions contained in this ITB and the resulting agreement awarded to the lowest responsive and responsible bidder.

1.11 GENERAL

- A. Utah County will award a contract in reliance upon the information contained in bids submitted in response to the ITB. Utah County will be legally bound only when and if there is a signed agreement entered into between Utah County and the awarded bidder.
- B. It is vitally important that any person who signs a bid or agreement on behalf of a respondent certifies that he or she has the authority to so act. The bidder who has its bid accepted may be required to answer further questions and provide further clarification of its bid and responses.
- C. Receiving this ITB or responding to it does not entitle any entity to participate in services or transactions resulting from or arising in connection with this ITB. Utah County shall have no liability to any person or entity under or in connection with this ITB, unless and until Utah County and such person have executed and entered into an agreement pursuant to the terms of this ITB.
- D. By responding to this ITB each responding party acknowledges that neither Utah County nor any of its representatives is making or has made any representation or warranty, either express or implied, as to the accuracy or completeness of any portion of the information contained in this ITB. The responding party further agrees that neither Utah County nor any of its representatives shall have any liability to the responding party or any of its representatives as a result of this ITB process or the use of the information contained in this ITB. Only the terms and conditions contained in an agreement when, as, and if executed, and subject to such limitations and restrictions as may be specified therein, may be relied upon by the respondent in any manner as having any legal effect whatsoever.

1.12 INTERPRETATION OF ITB

The invalidity of any portion of this ITB shall not prevent the remainder from being carried into effect. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the use of any gender shall include all genders. The paragraph and section headings in this ITB are for convenience only and do not constitute a part of the provisions hereof.

1.13 PROPRIETARY INFORMATION

The Contractor shall mark proprietary information contained in the bid which is not to be disclosed to the public or used for purposes other than the evaluation of the bids. Pricing and service elements of the successful bid will not be considered proprietary.

1.14 RULES OF PROCUREMENT

- A. This procurement shall conform to and is governed by The Utah County Division of Purchasing, Procurement Rules and Regulations.
- B. For this procurement, all bids must be submitted in the bid format outlined herein.
- C. All prospective bidders must meet the required criteria as of the date of submission. Respondents must provide all information requested in the Contractor Information Form.
- D. Utah County has established certain requirements with respect to bids to be submitted by respondents. The use of "shall", "must", or "will", in this ITB indicates a requirement or condition from which a material deviation will not be approved by Utah County.

SPECIFICATIONS FOOTHILL RESIDENTIAL TREATMENT CENTER ROOF REPAIR

S.1 REQUIRED EXPERIENCE

- A. The Contractor must have a minimum of 3 years' experience in the work specified herein. Proof of experience must be submitted with each bid.
- B. Each bidder shall provide a list of at least 3 projects similar to this project, which are available for inspection by the County. The minimum information required may be supplied on the Contractor Information Form, however, bidders are encouraged to provide more detailed information, as they may see fit, with their bid submission.
- C. The Contractor shall be the general contractor for the project and is required to have a Contractor License from the Utah Division of Occupational and Professional Licensing and a current local business license from the jurisdiction in which their business is located. A copy of the bidder's Contractor License and current local business license must be submitted with the bid.

S.2 BONDS

- A. Before this contract is awarded by Utah County, the Contractor shall furnish to Utah County the following bonds:
 - 1. A <u>Performance Bond</u> satisfactory to County in an amount equal to 100% of the price specified in the contract, to assure the faithful performance of the contract, for the protection of Utah County, to be held until final acceptance by Utah County of all aspects of this project; and
 - 2. A <u>Payment Bond</u> satisfactory to the County in an amount equal to 100% of the price specified in the contract, for the protection of each person supplying labor, service, equipment, or material for the performance of the work provided for in the contract.
- B. Each bond shall be:
 - 1. Binding upon the award of the contract;
 - 2. Executed by a surety company or companies duly authorized to do business in the State of Utah, or, in the form or cash or other certified funds.
 - 3. Payable to Utah County, A Body Corporate and Politic;
 - 4. Filed with the Utah County Public Works Department in a timely manner following the Closing date for Receipt of Bids.
 - 5. Increased if the contract price is increased by change order or otherwise subsequent to entering into the contract.
- C. Utah County will hold the Payment Bond for 90 days subsequent to the completion of the project.

S.3 **PROJECT SPECIFICATIONS**

- A. Section 01 1000 SUMMARY
- B. Section 06 1100 WOOD FRAMING
- C. Section 06 1636 WOOD PANEL PRODUCT SHEATHING
- D. Section 07 3113 ASPHALT SHINGLES
- E. Section 07 6310 STEEP SLOPE ROOF FLASHING
- F. Section 07 7123 MANUFACTURED GUTTERS AND DOWNSPOUTS
- G. Project Drawings T-1, A100

S.4 COMPLETION DEADLINE

All work specified herein must be completed on or before November 30, 2017.

SECTION 01 1000

SUMMARY

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Work covered by the Contract Documents.
 - 2. Type of the Contract.
 - 3. Work phases.
 - 4. Work under other contracts.
 - 5. Use of premises.
 - 6. Owner's occupancy requirements.
 - 7. Work restrictions.
 - 8. Specification formats and conventions.
- B. Related Sections include the following:
 - 1. Division 1 Section "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.3 WORK COVERED BY CONTRACT DOCUMENTS

- 1. Project Identification: Foothill Residential Treatment Center
- 2. Project Location:
 - a. 3285 N Main Street Spanish Fork, Utah 84660
- A. Owner: Utah County
 - 1. Owner's Representative: Brady Christensen
- B. Consultant: JSR Services 475 E Fort Union Blvd, Midvale, UT
- C. The Work consists of the following:
 - 1. Removal and replacement of existing pipe flashing.
 - 2. Removal and replacement of existing ridge shingles as designated on drawings.
 - 3. Removal of existing mechanical unit and curbs. Installation of plywood infill and installation of shingles.
 - 4. Installation of new gutter and downspout as indicated on drawings.
 - 5. Five year contractor warranty.
- 1.4 TYPE OF CONTRACT
 - A. Project will be constructed under a single prime contract for each location.

- B. Owner reserves the right to cancel the contract at any time
 - 1. If the project has not mobilized according to the contractors submitted schedule; whether materials have or have not been ordered.
 - 2. Non-performance.
 - 3. Safety violations.
 - 4. Security violations.

1.5 WORK PHASES

- A. The contractor shall develop a schedule of the phasing of the project.
 - Schedule must be included with the bid proposal to include, but not limited to:
 - a. Sub-contractors if any.
 - b. Values in material and labor.
 - c. Work schedules.

1.6 USE OF PREMISES

5.

- A. General: Contractor shall have limited use of premises for construction operations as indicated on Drawings by the Contract limits.
- B. Use of Site: Limit use of premises to work in areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
 - 1. Owner Occupancy: Allow for Owner occupancy of Project site and use by the public.
 - 2. Driveways and Entrances: Keep driveways, loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
 - a. Schedule deliveries to minimize use of driveways and entrances.
 - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- C. Use of Existing Building: Maintain existing building in a weathertight condition throughout construction period. Repair damage caused by construction operations. Protect building and its occupants during construction period.
- D. Safety requirements:
 - 1. All application, material handling, and associated equipment shall conform to and be operated in conformance with OSHA safety requirements.
 - 2. Comply with federal, state, local and Owner fire and safety requirements.
 - 3. Advise Owner whenever work is expected to be hazardous to Owner, employees, and/or operators.

1.7 OWNER'S OCCUPANCY REQUIREMENTS

- A. Full Owner Occupancy: Owner will occupy site and adjacent building 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.
- B. 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 authorities having jurisdiction.

1. Provide not less than 48 hours' notice to Owner of activities that will affect Owner's operations.

1.8 INSURANCE REQUIREMENTS

- A. Prior to performing any work, Contractor will obtain and maintain during the term of this agreement the following insurance:
 - 1. Workman's Compensation Insurance.
 - 2. Employers Liability Insurance with minimum limits of the greater of \$100,000 E. L. each accident, \$100,000 E.L. disease-each employee, \$500,000 E.L. disease-policy limit or as required by law.
 - 3. Commercial General Liability Insurance ISO Form CG 00 01 (12/09) or equivalent Occurrence policy which will provide primary coverage to the additional insured (the Owner) in the event of any Occurrence, Claim or Suit with:
 - a. Limits of the greater of:
 - i. \$2,000,000 General Aggregate:
 - ii. \$2,000,000 Products Comp/Ops Aggregate:
 - iii. \$1,000,000 Personal and Advertising Liability:
 - iv. \$1,000,000 Each Occurrence:
 - b. Endorsements attached to the General Liability policy including the following or their equivalent: ISO Form CG 20 10(-7/04). Additional Insured Owners, Lessees, Or Contractors (Form B), naming Owner as additional insured.
 - 4. Automobile Liability Insurance with:
 - a. Combined Single Limit each accident in the amount of \$500,000 or the Contractors actual coverage whichever is greater.

1.9 WORK RESTRICTIONS

A. On-Site Work Hours:

Weekdays: 7:00 AM – 7:00 PM Week nights: None Saturdays: 7:00 AM – 7:00 PM Sundays: None Holidays: None

1.10 SPECIFICATION FORMATS AND CONVENTIONS

- A. Specification Format: The Specifications are organized into Divisions and Sections using CSI/CSC's "MasterFormat" numbering system.
 - 1. Section Identification: The Specifications use Section numbers and titles to help crossreferencing in the Contract Documents. Sections in the Project Manual are in numeric sequence; however, the sequence is incomplete because all available Section numbers are not used. Consult the table of contents at the beginning of the Project Manual to determine numbers and names of Sections in the Contract Documents.
 - 2. Division 1: Sections in Division 1 govern the execution of the Work of all Sections in the Specifications.
- B. 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. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.
- 2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.
 - a. 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.
- PART 2 PRODUCTS (Not Used)
- PART 3 EXECUTION (Not Used)

END OF SECTION

SECTION 06 1100

WOOD FRAMING

PART 1 - GENERAL

1.1 SUMMARY

- A. Includes But Not Limited To:
 - 1. Furnish and install wood framing and blocking as described in Contract Documents.
- Products Installed But Not Furnished Under This Section: Β.
 - Glue-laminated structural units. 1
 - 2. Miscellaneous structural steel elements.
 - Roof related blocking, wood nailers, and curbs. 3.
 - 4. Stair stringers.
 - Structural composite lumber. 5.
 - Wood 'l' joists. 6.
 - Wood panel product sheathing. 7.
 - 8. Wood trusses.
- C. Related Requirements:
 - Section 05 1223: 'Structural Steel For Buildings' for furnishing of miscellaneous structural steel. 1.
 - Section 06 0573: 'Preservative Wood Treatment' for quality of preservative wood treatment. 2.
 - Section 06 1636: 'Wood Panel Product Sheathing'. 3. Pre-installation conference held jointly with Section 06 1100. a.
 - Section 06 1712: 'Structural Composite Lumber SCL'. 4.
 - Section 06 1733: 'Wood I Joists'. 5.
 - Section 06 1753: 'Shop Fabricated Wood Trusses'. 6.
 - Section 06 1800: 'Glued-Laminated Construction'. 7.
 - Sections under 06 4000 Heading: 'Architectural Woodwork' for wall blocking requirements. 8.
 - Sections in Division 07: Roofing membranes for related blocking, wood nailers, and curbs. 9.
 - 10. Section 08 4113: 'Aluminum-Framed Entrances And Storefronts':
 - a. Pre-installation conference held jointly with Section 06 1100.

1.2 REFERENCES

- Α. Reference Standards:
 - 1. American Lumber Standard Committee (ALSC) (Maintains NIST standard):
 - Voluntary Product Standard: а
 - 1) PS 20-15, 'American Softwood Lumber Standard'.
 - 2. National Institute of Standards and Technology (NIST), U. S. Department of Commerce: Voluntary Product Standard DOC PS 20-15, 'American Softwood Lumber Standard'. а

1.3 SUBMITTALS

- Informational Submittals: Α.
 - Test And Evaluation Reports: 1
 - a. Technical and engineering data on nails to be set by nailing guns for Architect's approval of types proposed to be used as equivalents to specified hand set nails and adjusted number and spacing of pneumatically-driven nails to provide equivalent connection capacity.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Delivery And Acceptance Requirements:
 - 1. Protect lumber and sheathing and keep under cover in transit and at job site.
 - 2. Do not deliver material unduly long before it is required.
- B. Storage And Handling Requirements:
 - 1. Store lumber and sheathing on level racks and keep free of ground to avoid warping.
 - 2. Stack to insure proper ventilation and drainage.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Dimension Lumber:
 - 1. Design Criteria:
 - a. Meet requirements of PS 20 and National Grading Rules for softwood dimension lumber.
 - Bear grade stamp of WWPA, SPIB, or other association recognized by American Lumber Standards Committee identifying species of lumber by grade mark or by Certificate of Inspection.
 - c. Lumber 2 inches (50 mm) or less in nominal thickness shall not exceed 19 percent in moisture content at time of fabrication and installation and be stamped 'S-DRY', 'K-D', or 'MC15'.
 - d. Preservative Treated Plates / Sills:
 - 1) 2x4 (38 mm by 64 mm): Standard and better Douglas Fir, Southern Pine, or HemFir, or StrandGuard by iLevel by Weyerhaeuser Boise, ID www.ilevel.com. (LSL 1.3 E)
 - 2x6 (38 mm by 140 mm) And Wider: No. 2 or or MSR 1650f 1.5e Douglas Fir, Southern Pine, HemFir, or StrandGuard by iLevel by Weyerhaeuser, Boise, ID www.ilevel.com. (LSL 1.3 E).
- B. Posts, Beams, And Timbers 5 Inches by 5 Inches (125 mm by 125 mm) And Larger:
 - 1. Design Criteria:
 - a. No. 1 or better Douglas Fir or Southern Pine.
- C. Lumber Ledgers:
 - 1. Design Criteria:
 - a. No. 2 Douglas Fir-Larch, or Southern Pine.
- D. See drawings for additional requirements.

2.2 ACCESSORIES

- A. Folding Partition Headers:
 - 1. New, unused plywood conforming to plywood specification requirements of Section 06 1636.
- B. Blocking:
 1. Sound lumber without splits, warps, wane, loose knots, or knots larger than 1/2 inch (13 mm).
- C. Furring Strips:
 - 1. Utility or better.
- D. Sill Sealer:
 - 1. Closed-cell polyethylene foam, 1/4 inch (6 mm) thick by width of plate.

3.1 INSTALLATION

- A. General:
 - 1. Use preservative treated wood for wood members in contact with concrete or masonry, including wall, sill, and ledger plates, door and window subframes and bucks, etc.
- B. Interface With Other Work:
 - 1. Coordinate with other Sections for location of blocking required for installation of equipment and building specialties. Do not allow installation of gypsum board until required blocking is in place.
 - 2. Where manufactured items are to be installed in framing, provide rough openings of dimensions within tolerances required by manufacturers of such items. Confirm dimensions where not shown on Contract Drawings.
- C. Roof And Ceiling Framing:
 - 1. Place with crown side up at 16 inches (400 mm) on center unless noted otherwise.
 - 2. Install structural blocking and bridging as necessary and as described in Contract Documents.
 - 3. Special Requirements:
 - a. Roof And Ceiling Joists: Lap joists 4 inches (100 mm) minimum and secure with code approved framing anchors.
 - b. Roof Rafters And Outlookers:
 - 1) Cut level at wall plate and provide at least 2-1/2 inches (64 mm) bearing where applicable. Spike securely to plate with three 10d nails.
 - 2) Attach to trusses or other end supports with framing anchors described in Contract Documents.
 - 3) Provide for bracing at bearing partitions.

END OF SECTION

SECTION 06 1636

WOOD PANEL PRODUCT SHEATHING

PART 1 - GENERAL

1.1 SUMMARY

- A. Includes But Not Limited To:
 - 1. Furnish and install wood panel product sheathing required for walls, roofs, and floors as described in Contract Documents.
- B. Related Requirements:
 - 1. Section 06 1100: 'Wood Framing':
 - a. Pre-installation conference held jointly with Section 06 1636.
 - b. Pre-installation conference held jointly with Section 06 1636.

1.2 REFERENCES

- A. Association Publications:
 - Council of American Structural Engineers. CASE Form 101: Statement of Special Inspections. Washington, DC: CASE, 2001. (c/o American Council of Engineering Companies, 1015 15th St., NW, Washington, DC 20005; 202-347-7474; www.acec.org).
 - 2. National Institute of Standards and Technology (NIST), U. S. Department of Commerce:
 - a. Voluntary Product Standard DOC PS 1-09. 'Structural Plywood'.
 - b. Voluntary Product Standard DOC PS 2-04. 'Performance Standard for Wood-Based Structural-Use Panels'.
 - 3. The Engineered Wood Association (APA), Tacoma, WA www.apawood.org.
 - a. Performance Rated Panels, 'Product Guide' (for products bearing the APA trademark) December 2011.
 - b. Voluntary Product Standard:
 - 1) PS 1-09. 'Structural Plywood'.
 - 2) PS 2-04. 'Performance Standard for Wood-Based Structural-Use Panels'.
 - c. PRP-108 'Performance Standards and Policies for Structural-Use Panels'.
 - 4. TECO, Cottage Grove, WI www.tecotested.com.
 - a. TECO PRP-133: ('Fire Rated Assemblies OSB substitution for plywood in UL fire-rated assemblies that specify plywood).
- B. Definitions:
 - 1. Field Quality Control: Testing, Inspections, Special Testing and Special Inspections to assure compliance to Contract Documents.
 - 2. Inspection/Special Inspection: Inspection of materials, installation, fabrication, erection or placement of components and connections requiring special expertise to ensure compliance with approved construction documents and referenced standards:
 - a. Inspection: Not required by code provisions but may be required by Contract Documents.
 - b. Special Inspection: Required by code provisions and by Contract Documents.
 - c. Inspection-Continuous: Full-time observation of the Work requiring inspection by approved inspector who is present in area where the Work is being performed.
 - d. Inspection-Periodic: Part-time or intermittent observation of the Work requiring inspection by approved inspector who is present in area where the Work has been or is being performed and at completion of the Work.
 - 3. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform particular construction operation, including installation, erection, application, and similar operations.
 - 4. Observation: Visual observation of building / site elements or structural system by registered design professional for general conformance to approved construction documents at significant

construction stages and at completion. Observation does not include or waive responsibility for performing inspections or special inspections.

- 5. Owner's Representative: Owner's Designated Representative (Project Manager or Facilities Manager) who will have express authority to bind Owner with respect to all matters requiring Owner's approval or authorization.
- 6. Product Testing: Tests and inspections that are performed by testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with industry standards.
- 7. Quality Assurance: Testing, Inspections, Special Testing and Special Inspections provided for by Owner.
- 8. Quality Control: Testing, Inspections, Special Testing and Special Inspections provided for by Contractor.
- 9. Special Inspection: See Inspection.
- 10. Testing Agency: Entity engaged to perform specific tests, inspections, or both.
- 11. Verification: Act of reviewing, inspecting, testing, etc. to establish and document that product, service, or system meets regulatory, standard, or specification requirements.
- C. Reference Standards:
 - 1. International Code Council (IBC) (2012):
 - a. IBC Chapter 17, 'Special Inspections And Tests'.
 - 1) Section 1704, 'Special Inspections And Tests, Contractor Responsibility And Structural Observations'.
 - 2) Section 1705, 'Required Special Inspections And Tests'.
 - a) Section 1705.2, 'Steel Construction'.
 - b) Section 1705.5, 'Wood Construction'.

1.3 ADMINISTRATIVE REQUIREMENTS

- A. Pre-Installation Conference:
 - 1. Participate in pre-installation conference.

1.4 QUALITY ASSURANCE

- A. Testing and Inspection:
 - 1. Owner will provide Testing and Inspection for inspection of sheathing:
 - a. Owner will employ testing agencies to perform inspection for sheathing as specified in Field Quality Control in Part 3 of this specification.
 - Owner's employment of an independent Testing Agency does not relieve Contractor of Contractor's obligation to perform the Work in strict accordance with requirements of Contract Documents and perform contractor testing and inspection.
 - 2) See Section 01 1200: 'Multiple Contract Summary'.
 - b. Owner's employment of an independent Testing Agency does not relieve Contractor of Contractor's obligation to perform testing and inspection as part of his Quality Control.
 - 1) Testing and inspections, if performed by Contractor, will be responsibility of Contractor to be performed by an independent entity.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Delivery And Acceptance Requirements:
 - 1. Do not deliver material unduly long before it is required.
 - 2. Protect sheathing and keep under cover in transit and at job site.
- B. Storage And Handling Requirements:
 - 1. Store sheathing on level racks and keep free of ground.
 - 2. Stack to insure proper ventilation and drainage.

2.1 MANUFACTURED UNITS

- A. Performance:
 - 1. Design Criteria:
 - a. Meet requirements of PS 1, PS 2, or PRP-133 (TECO). Except where plywood is specifically indicated on Construction Drawings, oriented strand board (OSB) is acceptable.
- B. Materials:
 - 1. Sheathing:
 - a. Sheathing shall bear grade stamp from American Plywood Association (APA) or equal grading organization.
 - b. Sheathing shall not exceed 18 percent moisture content when fabricated or more than 19 percent when installed in Project.
 - c. Sheathing 23/32 inch (18.3 mm) thick and thicker used for single-layer subflooring shall be tongue and groove.
 - d. Sheathing used for same purpose shall be of same thickness. In all cases, thickness specified is minimum required regardless of span rating.

Thickness		Span Rating
3/8 inch	9.5 mm	24 / 0
7/16 inch nominal	11 mm nominal	24 / 16
15/32 inch actual	11.9 mm actual	32 / 16
1/2 inch nominal	12.5 mm nominal	32 / 16
19/32 inch actual	15.1 mm actual	40 / 20
5/8 inch nominal	15.9 mm nominal	40 / 20
23/32 inch actual	18.3 mm actual	48 / 24
3/4 inch nominal	19 mm nominal	48 / 24

e. Minimum span ratings for given thicknesses shall be as follows:

2.2 ACCESSORIES

- A. Nails:
 - 1. As indicated on Drawings.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. General:
 - 1. Top of nail heads shall be flush with sheathing surface.
 - 2. Use of edge clips to provide spacing between sheathing panels is acceptable.
 - 3. install any piece of wall sheathing with shortest dimension of less than 12 inches (300 mm).
- B. Roof Sheathing:
 - 1. Placing:
 - a. Lay face grain at right angles to supports. Provide blocking for support if framing turns at roof overhang.
 - b. Provide 1/8 inch (3 mm) space between sheets at end and side joints.
 - c. Stagger panel end joints.
 - d. Sheathing shall be continuous of two spans minimum.
 - 2. Nail Spacing:
 - a. As indicated on Drawings.
 - b. Place nails at least 3/8 inch (9.5 mm) in from edge.
 - 3. Thickness:

- a. As indicated on Drawings.
- 4. Do not install any piece of roof sheathing with shortest dimension of less than 24 inches (600 mm) unless support is provided under all edges.

3.2 FIELD QUALITY CONTROL

- A. Field Inspections:
 - 1. Wood Sheathing:
 - a. General:
 - 1) Owner is responsible for Quality Assurance. Quality assurance performed by Owner will be used to validate Quality Control performed by Contractor.
 - 2) Quality Control is sole responsibility of Contractor as specified in Section 01 4523 'Testing And Inspection Services'.
 - b. For walls and roof areas where nail spacing is 4 inches (100 mm) and less on center, Inspector shall verify wood panel sheathing, grade, thickness and nominal size of framing members, adjoining panel edges, nail size and spacing, bolting and other fastening of other components.

3.3 PROTECTION

A. Protect roof sheathing from moisture until roofing is installed.

END OF SECTION

SECTION 07 3113

ASPHALT SHINGLES

PART 1 - GENERAL

1.1 SUMMARY

- A. Includes But Not Limited To:
 1. Furnish and install Asphalt Shingle Roofing System as described in Contract Documents.
- B. Related Requirements:
- C. Products Installed But Not Furnished Under This Section:
 - 1. Miscellaneous flashing and sheet metal.
 - a. Drip metal.
 - b. Valley flashing.
 - c. Wall flashings.
 - 2. Pipe and flue roof jacks.
 - 3. Ridge vent.
- D. Related Requirements:
 - 1. Section 07 6310: 'Steep Slope Roof Flashing: Asphalt Tile' for furnishing of roof flashing, pipe jacks, drip edge and miscellaneous flashing and sheet metal.

1.2 REFERENCES

- A. Definitions:
 - 1. Flame Spread Classification: Categories as per ASTM E84/UL 723 or ULC 102:
 - a. Class A: Highest fire-resistance rating for roofing as per ASTM E108. Indicated roofing is able to withstand severe exposure to fire exposure to fire originating from sources outside building.
 - b. Class B: Fire-resistance rating indicating roofing materials are able to withstand moderate exposure to fire originating from sources outside of building.
 - c. Class C: Fire-resistance rating indicating roofing materials are able to withstand light exposure to fire originating from sources outside of building.
 - 2. Life Safety Code Classes (NFPA 101):
 - a. Class A: rating 0-25.
 - b. Class B: rating 26-75.
 - c. Class C: rating 76-200.
 - d. Class D: rating 201-500.
 - e. Class E: rating over 500.
 - 3. Shiner: Incorrectly placed nail which isn't covered by subsequent course of shingles.
 - 4. Wind Uplift: Wind-induced forces on roof system or components in roof system. Wind uplift generally includes negative pressure component caused by wind being deflected around and across surfaces of building and positive pressure component from air flow beneath roof deck.
- B. Reference Standards:
 - 1. ASTM International:
 - a. ASTM D226-09/D226M-09, 'Standard Specification for Asphalt-Saturated Organic Felt Used in Roofing and Waterproofing'.
 - b. ASTM D228/D228M-15, 'Standard Test Methods for Sampling, Testing, and Analysis of Asphalt Roll Roofing, Cap Sheets, and Shingles Used in Roofing and Waterproofing'.
 - c. ASTM D1970/D1970M-15a, 'Standard Specification for Self-Adhering Polymer Modified Bituminous Sheet Materials Used as Steep Roofing Underlayment for Ice Dam Protection'.

- d. ASTM D2626-04(2012), 'Standard Specification for Asphalt-Saturated and Coated Organic Felt Base Sheet Used in Roofing'.
- e. ASTM D3018/D3018M-11, 'Standard Specification for Class A Asphalt Shingles Surfaced with Mineral Granules'.
- f. ASTM D3019-08, 'Standard Specification for Lap Cement Used with Asphalt Roll Roofing, Non-Fibered, Asbestos-Fibered, and Non-Asbestos-Fibered'.
- g. ASTM D3161/D3161M-16, 'Standard Test Method for Wind-Resistance of Asphalt Shingles (Fan-Induced Method)'.
- h. ASTM D3462/D3462M-16, 'Standard Specification for Asphalt Shingles Made from Glass Felt and Surfaced with Mineral Granules'.
- i. ASTM D4869/D4869M-16a, 'Standard Specification for Asphalt-Saturated Organic Felt Underlayment Used in Steep Slope Roofing'.
- j. ASTM D6757-16a, 'Standard Specification for Underlayment Felt Containing Inorganic Fibers Used in Steep-Slope Roofing'.
- k. ASTM D7158/D7158M-16, 'Standard Test Method for Wind Resistance of Asphalt Shingles (Uplift Force/Uplift Resistance Method)'.
- I. ASTM E84-16, 'Standard Test Method for Surface Burning Characteristics of Building Materials'.
- m. ASTM E108-11, 'Standard Test Methods for Fire Tests of Roof Coverings'.
- n. ASTM F1667-15, 'Standard Specification for Driven Fasteners: Nails, Spikes, and Staples'.
- 2. International Building Code (IBC):
 - a. Chapter 15, 'Roof Assemblies And Rooftop Structures':
 - 1) Section 1507, 'Requirements for Roof Coverings':
 - a) 1507.2, 'Asphalt Shingles'.
 - National Fire Protection Association:
 - a. NFPA 101: 'Life Safety Code' (2015 Edition or most recent edition adopted by AHJ).
- 4. Underwriters Laboratories (UL):
 - a. UL 723, 'Tests for Safety Test for Surface Burning Characteristics of Building Materials' (10th Edition).
 - b. UL 790, 'Standard Test Methods for Fire Tests of Roof Coverings' (8th Edition).
 - c. UL 2218, 'Standard for Impact Resistance of Prepared Roof Covering Materials' (2nd Edition).
 - d. UL 2390, 'Standard for Tests for Wind Resistant Asphalt Shingles with Sealed Tabs' (1st Edition).

1.3 ADMINISTRATIVE REQUIREMENTS

3.

- A. Pre-Installation Conference:
 - 1. Participate in mandatory pre-installation conference:
 - a. Roofing Installer's Foreman and those responsible for installation of roofing to be in attendance. Include Shingle Manufacturer's Representative if available.
 - 2. Schedule pre-installation conference at project site after completion of the installation of roof sheathing but before installation of any roofing system component.
 - 3. In addition to agenda items specified in Section 01 3100, review following:
 - a. Review if Project is in high wind area.
 - b. Review if Project could have ice dam problems.
 - c. Review if Project could have fungus-algae resistance problems.
 - d. Review Shingle Manufacturer's ventilation requirements.
 - e. Review Shingle Manufacturer's Ambient Conditions requirements.
 - f. Review existing roof conditions including moisture on deck, protruding deck fasteners, specified gaps between sheathing, and other items affecting issuance of roofing warranty.
 - g. Review Cleaning and Disposal requirements.
 - h. Review Special Procedure Submittal for Warranty Information to be given to Manufacturer before Manufacture will issue Roof Warranty by Installer.
 - i. Review safety issues.
- B. Sequencing:
 - 1. Sequence of Roofing Materials (see valley flashing detail in Contract Drawings):

- a. Apply continuous 12 inches (300 mm) wide strip at edge of eaves and rakes of secondary underlayment.
- b. Metal drip edge.
- c. Secondary underlayment.
- d. Apply three (3) continuous 36 inch (900 mm) wide sheets of secondary underlayment in valley.
- e. Install one (1) continuous <u>36 inch (300 mm)</u> wide strip of primary underlayment atop secondary underlayment and centered over valley.
- f. Install formed valley metal over strip of primary underlayment.
- g. Apply 12 inches (300 mm) wide strips of secondary underlayment lapping nailed edge of formed valley metal 3 inches (75 mm).
- h. Primary underlayment.
- i. Asphalt shingles.
- j. Counter flashings over step flashing.
- 2. Coordinate sequencing of products furnished in Section 07 7226: 'Ridge Vents'.

1.4 SUBMITTALS

- A. Action Submittals:
 - 1. Product Data:
 - a. Color and style selection.
 - 2. Samples:
 - a. Full size shingle.
- B. Informational Submittals:
 - 1. Certificates:
 - a. Installers:
 - 1) Provide current Certification for completion of certified training from Shingle Manufacturer.
 - 2) Installer's signed certificate stating roofing system complies with Contract Documents performance requirements and work only performed by trained and authorized personnel in those procedures.
 - 2. Tests And Evaluation Reports:
 - a. Manufacturer's test reports.
 - b. ICC-ESR evaluation report.
 - c. Wind speed coverage for warranted wind speed.
- C. Maintenance Material Submittals:
 - 1. Extra Stock Materials:
 - a. Provide one (1) square minimum of bundled shingles.

1.5 QUALITY ASSURANCE

- A. Regulatory Agency Sustainability Approvals:
 - 1. Building Codes:
 - a. Meet requirements for NFPA 101 Class A roof assembly.
 - b. Roof system will meet requirements of all federal, state, and local codes having jurisdiction.
 - 2. Fall Protection: Meet requirement of fall protection as required by federal, state, and local codes having jurisdiction.
 - 3. Fire Characteristics:
 - Provide shingles and related roofing materials with fire-test-response characteristics indicated, as determined by testing identical products per test method indicated below by UL / ULC or another testing and inspecting agency acceptable to authorities having jurisdiction. Identify materials with appropriate markings of applicable testing and inspecting agency:
 - 1) Exterior Fire-Test Exposure: Class A; UL 790 or ASTM E108, for application and roof slopes indicated.
 - a) Materials shall be identified with appropriate markings of applicable testing agency.

- 4. Impact Resistance:
 - a. Meet UL 2218 impact resistant testing.
 - b. Meet UL 2218 Class 4 impact resistant rating for hail.
- 5. Wind Resistance:
 - a. Meet ASTM D3161/D3161M for wind resistance.
 - 1) Installation shall comply with IBC Table 1507.2.7, 'Attachment'.
- 6. Wind Speed:
 - a. As required to meet local codes having jurisdiction.
- 7. Wind Uplift Resistance:
 - a. Meet UL 580 wind uplift of roof assemblies.
 - b. Meet UL 1897 uplift test for roof covering systems.
 - c. Meet ASTM D7158/D7158M for wind resistance for uplift force/uplift resistance.
- B. Qualifications:
 - 1. Manufacturer:
 - a. Asphalt Shingles:
 - Asphalt shingles are required to be produced under quality control program administered by inspection agency currently accredited by ICBO ES or recognized by National Evaluation Service, Inc. Quality control manual developed in consultation with approved agency, and complying with ICBO ES Acceptance Criteria for Quality Control Manuals (AC10), must be submitted.
 - b. Underlayment:
 - 1) Underlayment is required to be manufactured under approved quality control program with inspections by inspection agency accredited by International Accreditation Service (IAS) or otherwise acceptable to ICC-ES.
 - 2) Quality documentation complying with ICC-ES Acceptance Criteria for Quality Documentation (AC10) shall be submitted for roof underlayment.
 - 2. Roof Installer Foreman Qualifications:
 - a. Requirements of Section 01 4301 applies but not limited to the following:
 - 1) Provide documentation if requested by Consultant.
 - a) Approved and authorized by Roofing Manufacturer to install Manufacturer's product and eligible to receive Manufacturer's warranty before bid.
 - b) Completed Shingle Manufacturer's certified trained.
 - c) Have thorough knowledge of installing asphalt shingle roofing and have minimum of five (5) years roofing experience.
 - d) Current license for the city, county, and state where project is located and license for specific type of roofing work to be performed.
 - e) Roofing Installer's foreman shall be skilled in his trade and qualified to lay out and supervise the Work.
 - f) Flashing installation shall be performed by personnel trained and authorized by Roofing Manufacturer.
 - 3. Roof Installer:
 - a. Provide 'Roof Installer Workmanship Warranty' as specified in Warranty in Part 1 of this specification.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Delivery And Acceptance Requirements:
 - 1. Make no deliveries to job site until installation is about to commence, or until approved storage area is provided.
 - 2. Deliver products job site in Manufacturer's original unopened containers or wrappings with labels intact and legible bearing all seals and approvals.
 - 3. Deliver materials in sufficient quantities to allow continuity of work.
 - 4. Remove any material not approved from job site.
- B. Storage And Handling Requirements:
 - 1. Storage Requirements:
 - a. Follow Manufacturer's instructions and precautions for storage and protection of materials.

- b. Protect roof materials from physical damage, moisture, soiling, and other sources in a clean, dry, protected location.
- c. Stacking:
 - 1) Shingles: Bundles should be stacked flat.
 - 2) Underlayment:
 - a) Do not double-stack pallets.
 - b) Stack rolls upright until installation.
- d. Temperature:
 - Shingles:
 - a) Store in covered ventilated area at maximum temperature of 110 deg F (43 deg C).
 - b) Use extra care in handling shingles when temperature is below 40 deg F (4.4 deg C).
 - 2) Underlayment: Store in area with temperature between 40 deg F and 100 deg F (4.4 deg C and 38 deg C).
- e. Unacceptable Material:
 - 1) Remove from job site materials that are determined to be damaged by Consultant or by Roofing Manufacturer and replace at no additional cost to Owner.
- 2. Handling Requirements:
 - a. Handle rolled goods so as to prevent damage to edge or ends.
- 3. Roof Top Loading:
 - a. Lay shingle bundles flat.
 - b. Do not bend over ridge.

1.7 FIELD CONDITIONS

- A. Ambient Conditions:
 - 1. General:
 - a. Proceed with installation only when existing and forecasted weather conditions permit roofing to be performed according to manufacturer's written instructions and warranty requirements.
 - 2. Shingles:
 - a. Do not install shingles at lower temperatures than allowed by Shingle Manufacturer for application.
 - 3. Underlayment:
 - a. Install self-adhering sheet underlayment within range of ambient and substrate temperatures recommended by manufacturer.

1.8 WARRANTY

- A. Warranty:
 - 1. Roof Installer Workmanship Warranty:
 - a. Provide five (5) year workmanship warranty on roofing system and related components for membrane under steeple, including scupper(s), and responsible for all repairs to roofing system and related components due to roof installer's own negligence or faulty workmanship.

PART 2 - PRODUCTS

1.

2.1 SYSTEM

- A. Manufacturers:
 - Manufacturer Contact List:
 - a. CertainTeed Roofing Products, Valley Forge, PA www.certainteed.com.
 - b. GAF Materials Corp., Wayne, NJ www.gaf.com.

B. Components:

- 1. Shingles And Underlayment:
 - a. Fiberglass mat shingles meeting or exceeding requirements of:
 - 1) UL Class A Fire Resistance.
 - 2) ASTM D3018/D3018M, Type I (self sealing).
 - 3) ASTM D3161/D3161M UL Class D.
 - 4) ASTM E108 Class A.
 - 5) CSA A123.1/A123.5 (Canadian standard).
 - 6) ASTM D3462/D3462M where required by local codes.
 - 7) Impact Resistant Shingles: Meet requirements of UL 2218 Class 4 Impact, ASTM E108 Class A Fire Resistance, ASTM D3161/D3161M Class F Wind, ASTM D7158/D7158M Class H Wind, ASTM D3018/D3018M Type 1, ASTM D3462/D3462M, and UL 790 Class A Fire Resistance.
 - 8) Primary Underlayment: Meet requirements of ASTM D226/D226M and ASTM D4869/D4869M.
 - 9) Secondary Underlayment: Meet requirements of ASTM D1970/D1970M and UL 790 Class A Fire Resistance.
 - Synthetic Underlayment: Meet requirements of ASTM D226/D226M and ASTM D4869/D4869M (physical properties only) or ASTM D1970/D1970M and ASTM E108 Class A Fire.
 - 11) Color as selected by Consultant from Shingle Manufacturer's full color line.
 - 12) CertainTeed:
 - a) Shingles:
 - (1) Standard Wind: Hatteras / Landmark Premium.
 - (2) Hip And Ridge Shingles: Shadow Ridge or Laminate Accessory for shingle used.
 - b) Primary Underlayment Under Shingles:
 - (1) Synthetic Underlayment: Diamond Deck.
 - c) Secondary Underlayment Under Shingles:
 - (1) WinterGuard Granular.
 - (2) WinterGuard Sand.
 - 13) GAF:
 - a) Shingles:
 - (1) Standard Wind: Timberline Ultra HD.
 - (2) Hip And Ridge Shingles: TimberTex or Ridglass.
 - b) Primary Underlayment Under Shingles:
 - (1) Synthetic Underlayment: Tiger Paw.
 - c) Secondary Underlayment Under Shingles:
 - (1) Weatherwatch.
 - or
 - (2) StormGuard.

2.2 ACCESSORIES

- A. Fasteners:
 - 1. Primary Underlayment:
 - a. Corrosion resistant roofing nails with one inch (25 mm) diameter head and 3/4 inch (19 mm) long shank minimum.
 - 1) If shingles applied as underlayment is laid, use metal or plastic head Simplex roofing nails.
 - 2) If shingles not applied as underlayment is laid, use plastic head only.
 - b. Staples not permitted.
 - 2. Shingles:
 - a. Design Criteria:
 - 1) Meet following requirements for nails:
 - a) Comply with ASTM F1667, Type I, Style 20-Roofing Nails.
 - b) Eleven gauge galvanized steel or equivalent corrosion-resistant roofing nail.
 - c) Nail head sizes: 3/8 inch (9.5 mm) nominal diameter.

- d) Sufficient length to penetrate through roof sheathing 1/4 inch (6 mm) or 3/4 inch (19 mm) minimum into solid wood decking.
- e) Hot-dipped galvanized or electroplated fasteners comply with requirements of ASTM A153, Class D.
- f) Stainless-steel fasteners meet requirements of Type 304 (UNS S30400) or Type 316 (UNS S31600).
- b. General:
 - 1) Hot-dipped galvanized, electroplated non-corrosive gun-driver nails, or stainless steel fasteners may be used.
 - 2) All exposed fasteners (including ridge shingles) must use hot-dipped galvanized or stainless steel.
 - 3) Staples not permitted.
- B. Elastomeric Roofing Sealant:
 - 1. Design Criteria:
 - a. Meet requirements of ASTM D3019.
 - b. Non asphalt roofing cement (not permitted).
 - c. Elastomeric.
 - d. Cold temperature pliability.
 - e. Compatible with roof penetration boots.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verification Of Conditions:
 - 1. Examine deck to determine if it is satisfactory for installation of roofing system. Conditions include, but are not limited to, moisture on deck, protruding deck fasteners, specified gaps between sheathing, and other items affecting issuance of roofing warranty.
 - a. Report unsatisfactory conditions in writing to Consultant.
 - b. Commencement of Work by installer is considered acceptance of substrate.
 - 2. Verify existing soffit and ridge vents meet ventilation code requirements.
 - a. Report inadequate ventilation conditions with recommendations in writing to Consultant.

3.2 PREPARATION

- A. Protection Of In-Place Conditions:
 - 1. Install only as much roofing as can be made weathertight each day, including flashing and detail work.
- B. Surface Preparation:
 - 1. Clean roof deck:
 - a. Remove dirt, protruding nails, shingle nails, and debris, before installation of underlayment.
 - 2. Roof deck must be dry to help prevent buckling of deck, which can result in deck movement and damage to primary underlayment.
 - 3. Following Manufacturer's recommendations for placing materials on roof.
 - a. Prevent material from sliding off roof.

3.3 INSTALLATION

- A. General:
 - 1. Schedule and execute work without exposing interior building areas to effects of inclement weather. Protect existing building and its contents against all risks.
- B. Sequence of Roofing Materials as shown and noted on Contract Drawings:

- 1. 12 inch strip Secondary Underlayment at Eave.
- 2. Metal Drip Edge.
- 3. General Secondary Underlayment.
- 4. Valley Secondary Underlayment (8' 6" (2.62 m) wide strip of Secondary Underlayment (3 strips) in Valleys applied over sheathing).
- 5. Valley Secondary Underlayment (36 inch (915 mm) wide Primary Underlayment under Valley Metal).
- 6. Valley Metal (24 inch (610 mm) wide valley metal 10 ft (3.05 m) lengths).
- 7. 12 inch strip of Secondary Underlayment over nailed edges (of Valley Metal).
- 8. General Primary Underlayment.
- 9. Asphalt Shingles, Step Flashings.
- 10. Counter Flashing.
- C. Underlayment:
 - 1. General:
 - a. Temporary Roof:
 - 1) Do not use permanent underlayment installation as temporary roof.
 - 2) If temporary roof is used, remove completely before installation of permanent underlayment.
 - b. Follow Shingle Manufacturer's recommendations for installation of primary and secondary underlayment, particularly at eaves, rakes, and penetrations, unless specified installation procedures and Contract Drawing details are more stringent.
 - c. Avoid scuffing underlayment that can compromise surface and cause leaking. If scuffing occurs, following Manufacturer's recommendation for repair.
 - d. Staples are not permitted.
 - e. Weather conditions:
 - 1) Do not leave underlayment exposed to weather more than thirty (30) days after beginning of underlayment installation even if Manufacture allows longer period of time.
 - 2) If underlayment is exposed for more than thirty (30) days after beginning of underlayment installation, treat as temporary roof under first paragraph above.
 - 3) If moisture is deposited on exposed underlayment, obtain written approval from Shingle Manufacturer's Representative before installing shingles.
 - f. Install valley secondary underlayment, valley primary underlayment, and valley metal after installation of general secondary underlayment, but before installation of general primary underlayment.
 - 2. Primary Underlayment:
 - a. Apply 48 inch (1 200 mm) wide courses over complete deck, including areas covered with secondary underlayment unless specified otherwise.
 - 1) Overlap underlayment before fastening.
 - 2) Maintain end laps of 6 inch (150 mm) and side laps of 3 inch (76 mm).
 - 3) Stop primary underlayment between 3 and 6 inches (75 and 150 mm) of inside edge of strip of secondary underlayment installed over edge of formed valley metal.
 - b. Nailing Synthetic Underlayment:
 - Use low-profile plastic or steel cap corrosion resistant nails with 1 inch (25 mm) diameter heads to fasten underlayment in place. (Fastening underlayment without caps is not permitted).
 - 2) Nails must be driven properly. Improperly driven fasteners such as over-driving, underdriving and nails driven at an angle are not permitted.
 - 3) Fasteners should be long enough to penetrate at least 3/4 inch (19 mm) into roof sheathing. Fasteners must be lie flush to roof deck at 90 degree angle to roof deck and tight with underlayment.
 - 4) Do not nail through metal flashing, except drip edge, when installing primary underlayment.
 - 5) Follow Shingle Manufacturer's installation instructions for following:
 - a) Securing underlayment to roof deck adjusting for roof slope nailing requirements.
 - b) Side lap, end lap, and overlapping nailing requirements.
 - c) Rake and eave nailing requirements.
 - d) High wind condition nailing requirements.
 - e) Sealants recommendations.
 - 3. Secondary Underlayment:

- a. Under Shingles:
 - 1) Lap end joints 6 inches (150 mm) and side joints 3 inch (76 mm) minimum.
 - 2) Apply continuous 12 inches (300 mm) wide strip at edge of eaves and rakes before installing drip edge.
 - Apply two (2) 36 inch (900 mm) wide courses along eaves and rakes as described in Contract Documents with first course overlapping drip edge and 12 inches (300 mm) wide previously applied strip.
- D. Shingles:
 - 1. Before installing shingles, inspect underlayment and metal installation with Consultant and Owner. Correct improperly installed and damaged material before beginning shingle installation.
 - 2. Racking installation method is not permitted by Owner and will be considered non-conforming work.
 - 3. Starter shingles:
 - a. Manufacturer's starter shingles are required.
 - b. Install shingles at eve and rakes in accordance with Shingle Manufacturer's instructions.
 - c. Cut shingles in accordance with Shingle Manufacturer's instructions, or use approved starter course.
 - d. Nail to eave granule side up in continuous mastic bed with cut edge down-slope and edge overhanging eave 3/8 inch (9 mm) so sealing tabs are at edge of eave.
 - e. Install shingles with maximum exposure recommended by Shingle Manufacturer.
 - f. Lay first course directly over starter strip with ends flush with starter strip at eaves and so joints in starter strip are offset 4 inches (100 mm) minimum from joints in first course.
 - 4. Lay shingles so end joints are offset in accordance with Shingle Manufacturer's installation procedures.
 - 5. Insure alignment by snapping chalk line at least each fifth course to control horizontal and vertical alignment.
 - 6. Run courses true to line with end joints properly placed. Leave shingles flat without wave and properly placed.
 - 7. Hip and ridge shingles:
 - a. Manufacturer's hip and ridge shingles are required.
 - b. Install specified hip and ridge shingles in accordance with Shingle Manufacturer's instructions.
 - c. Run ridge shingles as directed by Consultant.
 - 8. Nailing:
 - a. General:
 - 1) Six (6) Nail Pattern as recommended by Shingle Manufacturer in each shingle.
 - 2) Place in relation to top edge of shingle as required by Shingle Manufacturer.
 - 3) Place nails one inch (25 mm) from each end of shingle and remainder evenly spaced between.
 - 4) Should any nail fail to penetrate sheathing by 1/4 inch (6 mm) minimum, drive additional nail nearby.
 - b. Nailing guns:
 - 1) Nails must be driven properly. Improperly driven fasteners such as over-driving, underdriving and nails driven at an angle are not permitted.
 - 2) Adjust nail gun pressure for nailing flush and tight to deck without cutting shingle surface.
 - 3) Drive nails perpendicular to shingle surface so nail head is flat against shingle.
 - 4) Should any nail fail to penetrate sheathing by 1/4 inch (6 mm) minimum, drive additional nail nearby.
 - 9. Hand-Sealing:
 - a. If ambient temperature or exposure to sun will not be sufficient to secure adhesive strip to under-lying shingle within one week, hand seal shingles with elastomeric roofing sealant.
 - 10. Vent pipe sleeve flange:
 - a. Vent pipe sleeve flange as specified in Section 07 6310.
 - b. Fit shingles under lower edge and over sides and upper edge.
 - c. Set vent pipe flange in elastomeric roofing sealant.
 - d. Embed shingles in elastomeric roofing sealant where they overlap flange.
 - e. Apply bead of elastomeric roofing sealant at junction of vent pipe and vent flashing.

3.4 FIELD QUALITY CONTROL

- A. Non-Conforming Work:
 - 1. Correct any work found defective or not complying with Contract Document requirements at no additional cost to the Owner.
 - 2. Raking installation method is not permitted by Owner and will be considered to be not complying with Contract Document requirements and must be corrected at no additional cost to Owner.

3.5 CLEANING

- A. General:
 - 1. All tools and unused materials must be collected at end of each workday and stored properly off finished roof surface and protected from exposure to elements.
 - 2. Leave metals clean and free of defects, stains, and damaged finish.
 - a. Replace fascia metal that is scratched through finish to base metal.
 - 3. Properly clean finished roof surface after completion.
 - 4. Verify drains and gutters are not clogged.
 - 5. Clean shingles and building of soiling caused by this installation.
 - 6. Clean and restore all damaged surfaces to their original condition.
- B. Waste Management:
 - 1. Disposal:
 - a. All work areas are to be kept clean, clear and free of debris at all times.
 - b. Do not allow trash, waste, or debris to collect on roof. These items shall be removed from roof on a daily basis.
 - c. Remove debris resulting from work of this Section from roof and site. Dispose of or recycle all trash and excess material in manner conforming to current EPA regulations and local laws.

3.6 **PROTECTION**

A. Do not permit traffic over finished roof surface.

END OF SECTION

SECTION 07 6310

STEEP SLOPE ROOF FLASHING

PART 1 - GENERAL

1.1 SUMMARY

- A. Products Furnished But Not Installed Under This Section:
 - 1. Roof flashing including:
 - a. Formed Valley Metal.
 - b. Pipe flashing for vent piping and flues.
 - c. Roof jacks.
 - d. Saddles and curb flashings.
 - e. Miscellaneous flashing.
- B. Related Requirements:
 - 1. Section 07 3113: 'Asphalt Shingles' for installation.
 - 2. Section 07 9213: 'Elastomeric Joint Sealants' for quality of sealants.

1.2 REFERENCES

- A. Definitions:
 - 1. Base Flashing: That portion of flashing attached to or resting on roof deck to direct flow of water onto the roof covering.
 - 2. Cap Flashing: Material used to cover top edge of base flashings or other flashings to prevent water seepage behind base flashing. Cap flashing overlaps base flashing.
 - 3. Collar: Pre-formed flange placed over vent pipe to seal roof around vent pipe opening. Also called vent sleeve.
 - 4. Drip Edge: Non-corrosive, non-staining material used along eaves and rakes to allow water runoff to drip clear of underlying building.
 - 5. Flange: Metal pan extending up and down roof slope around flashing pieces. Usually at plumbing vents.
 - 6. Flashing: Components used to prevent seepage of water into a building around any intersection or projection in a roof such as vent pipes, adjoining walls, and valleys.
 - 7. Metal Flashing: Roof components made from sheet metal that are used to terminate roofing membrane or other material alongside roof perimeters as well as at roof penetrations.
 - 8. Penetration: Any object that pierces surface of roof.
 - 9. Pipe Boot: Prefabricated flashing piece used to flash around circular pipe penetrations. Also known as a Roof Jack.
 - 10. Roof Jack: Term used to describe a Pipe Boot or Flashing Collar.
 - 11. Valley: Internal angle formed by intersection of two sloping roof planes to provide water runoff.
 - 12. Vent: Any outlet for air that protrudes through roof deck such as pipe or stack. Any device installed on roof, gable or soffit for purpose of ventilating underside of roof deck.
 - 13. Vent Sleeve: See collar.
- B. Reference Standards:

2.

- 1. ASTM International:
 - a. ASTM A653/A653M-15, 'Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process'.
 - b. ASTM A792/A792M-10(2015), 'Standard Specification for Steel Sheet, 55 % Aluminum-Zinc Alloy-Coated by the Hot-Dip Process'.
 - ASTM International: (specifically referenced for pipe flashing only):
 - a. ASTM B117-11, 'Standard Practice for Operating Salt Spray (Fog) Apparatus'.

- b. ASTM E283-04(2012), 'Standard Test Method for Determining Rate of Air Leakage Through Exterior Windows, Curtain Walls, and Doors Under Specified Pressure Differences Across the Specimen'.
- c. ASTM E330/E330M-14, 'Standard Test Method for Structural Performance of Exterior Windows, Doors, Skylights and Curtain Walls by Uniform Static Air Pressure Difference'.
- d. ASTM E331-00(2009), 'Standard Test Method for Water Penetration of Exterior Windows, Skylights, Doors, and Curtain Walls by Uniform Static Air Pressure Difference'.
- e. ASTM E2140-01(2009), 'Standard Practice for Water Penetration of Metal Roof Panel Systems by Static Water Pressure Head'.

1.3 SUBMITTALS

- A. Informational Submittals:
 - 1. Tests And Evaluation Reports:
 - a. Manufacturer's test reports:
 - b. ICC-ESR evaluation report.

1.4 WARRANTY

- A. Pipe Flashing:
 - Manufacturer's warranty against defects in materials and workmanship when correctly installed in appropriate application for life of original roofing material from installation or replacement or fifty (50) years whichever is greater.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Manufacturers:1. Type Two Acceptable Manufacturers:
- B. Formed Valley Metal And Drip Edge:
 - 1. Metal:
 - Steel: Minimum 24 ga (0.635 mm), hot-dipped galvanized to meet requirements of ASTM A653/A653M, 1.25 oz/sq ft. or galvalume meeting requirements of ASTM A792/A792M AZ50, 50 ksi.
- C. Fabrication:
 - 1. Valley-ribbed flashing:
 - a. Form accurately to details. Provide formed valley metal in 10 foot (3 meter) lengths with one inch (25 mm) 'V' crimp and break in center to match roof slopes.
 - 2. Profiles, bends, and intersections shall be even and true to line.
- D. Finishes:
 - Face coating polyvinyledene Fluoride (PVF₂) Resin-base finish (Kynar 500 or Hylar 5000) for coil coating components containing seventy (70) percent minimum PVF₂ in resin portion of formula. Thermo-cured two coat system consisting of corrosion inhibiting epoxy primer and top coat factory applied over properly pre-treated metal.
 - 2. Reverse side coating of steel flashings to be thermo-cured system consisting of corrosion inhibiting epoxy primer applied over properly pre-treated metal.
 - 3. Color as selected by Architect from Manufacturer's standard colors.

2.2 ACCESSORIES

- A. Pipe Flashing For Plumbing Vent Lines metal flues, and HVAC Air Piping:
 - 1. Description:
 - a. Ultra-pure high consistency molded one hundred (100) percent silicone rubber pipe boot that prevents cracking and splitting for life of roof.
 - 2. Design Criteria:
 - a. Meet following Tests:
 - 1) ASTM B117 (Salt Spray Test).
 - 2) ASTM E283 (Air Leakage).
 - 3) ASTM E 330 (Uniform Structural Load).
 - 4) ASTM E331 (Water Penetration).
 - 5) ASTM E2140 (Water).
 - b. Material warranty of product for life of roof.
 - 3. 24 ga (0.635 mm) coated galvanized steel plate.
 - 4. Minimum 4 inch (100 mm) flashing on each side, 6 inch (150 mm) flashing at top, 3 inch (76 mm) flashing at bottom with nailing slots.
 - 5. UV stable solid molded PVC compression collar.
 - 6. Use Ultimate Pipe Flashing for PVC, ABS and IP.
 - 7. Use Ultimate Pipe Flashing and Easy Sleeve for Copper, Cast Iron, or irregular and damaged pipes:
 - a. Black PVC with integral cap.
 - 8. Sizes: 1-1/4 inch (32 mm), 1-1/2 inch (38 mm), 2 inch (50 mm), 3 inch (76 mm), and 4 inch (100 mm).
 - 9. Slope: Flat to 18/12 pitch.
 - 10. Flashing Finish: Face coating polyvinyledene Fluoride (PVF₂) Resin-base finish (Kynar 500) for coil coating components containing seventy (70) percent minimum PVF₂ in resin portion of formula. Thermo-cured two coat system consisting of corrosion inhibiting epoxy primer and top coat factory applied over properly pre-treated metal.
 - 11. Color: Brown (no other color available).
 - 12. Category Four Approved System Manufacturers. See Section 01 6200 for definitions of Categories:
 - a. Ultimate Pipe Flashing by Lifetime Tool & Building Products LLC, Winchester, VA www.lifetimetool.com (877) 904-1002.
- B. Roof Jacks For Metal Flues: Factory-made galvanized steel.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Interface With Other Work:
 - 1. Coordinate with pipe installers for proper size of roof jacks and pipe flashing.
- B. Pipe Flashing:
 - 1. Follow Manufacturer's installation instructions.

END OF SECTION

SECTION 07 7123

MANUFACTURED GUTTERS AND DOWNSPOUTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Includes But Not Limited To:
 1. Furnish and install gutters and downspouts as described in Contract Documents.
- B. Related Requirements:
 - 1. Section 07 9213: 'Elastomeric Joint Sealant', for quality of sealants for joints.

1.2 REFERENCES

- A. Reference Standard:
 - 1. Sheet Metal & Air Conditioning Contractors National Association Inc:
 - a. SMACNA Architectural Sheet Metal Manual, (7th edition 2012).

1.3 SUBMITTALS

- A. Action Submittals:
 - 1. Shop Drawings: Show gutter cross-section, mounting method, gauge of metal, expansion joint design and locations, and downspout locations minimum.

PART 2 - PRODUCTS

2.1 ASSEMBLIES

- A. Manufacturers:
 - 1. Type Two Acceptable Manufacturers of Metal:
 - a. ATAS Aluminum Products, Allentown, PA www.atas.com.
 - b. CMG Coated Metals Group, Denver, CO www.cmgmetals.com.
 - c. Fabral, Jackson, GA www.fabral.com.
 - d. Firestone Metal Products, Anoka, MN www.unaclad.com.
 - e. MBCI, Houston, TX www.mbci.com.
 - f. Metal Sales Manufacturing Corp, Sellersburg, IN www.mtlsales.com.
 - g. O'Neal Flat Rolled Metals (member of O'Neal Industries), Brighton, CO www.ofrmetals.com.
 - h. Petersen Aluminum Corp, Elk Grove, IL www.pac-clad.com.
 - i. Reynolds Metals Company, Richmond, VA www.rmc.com.
 - j. Ryerson, Chicago, IL www.ryerson.com.
 - k. Equal as approved by Consultant before installation.
- B. Materials
 - 1. Steel:
 - a. Downspouts: Rectangular, 26 ga (0.0217 inches 0.5512 mm) galvanized steel including necessary elbows.
 - b. Gutters: 24 ga (0.0276 inches 0.7010 mm) galvanized steel.
 - c. Brackets: 22 ga (0.0336 inches 0.8534 mm) galvanized steel or 26 ga (0.0217 inches 0.478 mm) double-hemmed minimum.
 - 2. Screws, Bolts, Nails, And Accessory Fasteners: Non-corrosive and of strength and type consistent with function.

3. Downspouts, gutters, brackets, fasteners, and accessories shall be compatible material.

C. Fabrication:

- 1. Fabricate in accordance with SMACNA Architectural Manual recommendations, where applicable.
- 2. Cross-sectional configuration of gutter shall be Style K, (Page 1.13 6th Edition) of SMACNA Architectural Manual.
- 3. Form accurately to details.
- 4. Profiles, bends, and intersections shall be even and true to line.
- D. Finishes:
 - 1. Metal exposed to view shall have face coating of polyvinyledene Fluoride (PVF₂) Resin-base finish (Kynar 500 or Hylar 5000) containing seventy (70) percent minimum PVF₂ in resin portion of formula.
 - a. Thermo-cured two (2) coat system consisting of corrosion inhibiting epoxy primer and top coat factory applied over properly pre-treated metal.
 - b. Reverse side coating shall be thermo-cured system consisting of corrosion inhibiting epoxy primer applied over properly pre-treated metal.
 - 2. Color as selected by Consultant from Manufacturer's standard colors.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protection Of In-Place Conditions:
 - 1. Before starting work, verify governing dimensions at building. Inspect for conditions that would prevent installation of specified system. Do not install over improper conditions.
 - 2. Insulate work from fascia as necessary to prevent electrolytic action.

3.2 INSTALLATION

- A. Allow no more than 40 feet (12 meters) between downspouts. Lap joints in downspouts 1-1/2 inches (38 mm) minimum in direction of water flow.
- B. Furnish and install outlet tubes and gutter ends where required. Furnish and install expansion joints in runs exceeding 50 feet (15 meters) and in runs that are restrained at both ends. Lap other joints in gutter one inch (25 mm) minimum, apply sealant in lap, and stainless steel rivet one inch (25 mm) on center maximum.

3.3 FIELD QUALITY CONTROL

- A. Field Tests:
 - 1. At completion of this work, block downspouts and flood gutters.
 - 2. Notify Consultant two (2) working days before testing.
 - 3. Repair leaks and adjust for proper drainage.

3.4 CLEANING

A. Leave metals clean and free of defects, stains, and damaged finish.

END OF SECTION

FOOTHILL RESIDENTIAL TREATMENT CENTER ROOF REPAIR

3285 N MAIN STREET SPANISH FORK, UT 84660

	BUILDING ENVELOPE CONSULTANTS	• ERVICE • 475 E FORT UNION BLVD MIDVALE, UT 84047 801-748-1764	
Stamp:			
Project Name	ROOF REPAIR FOOTHILL RESIDENTIAL TREATMENT CENTER	3286 N MAIN STREET SPANISH FORK, UT 84660	
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C. Project Plan D 2 JUN Sheet	ate: N 2017	e Description	
C. Project Plan D 2 JUN Sheet	ate: 1 2017 Title:	e Description	



ATTACHMENT B

CONTRACTOR'S COST PROPOSAL

Company Name:			
Address:			
City, State, Zip:			
Phone:			
LUMP SUM BID:			
ITEM		TOTAL COST	
Foothill Residential	Treatment Center Roof Repair	\$	
	Address: City, State, Zip: Phone: LUMP SUM BID: ITEM	Address:	Address:

B.3 CERTIFICATION

I hereby certify that I have read, understand, and agree to all sections, Exhibits, and Attachments of this Invitation to Bid for Foothill Residential Treatment Center Roof Repair. I further certify that the information submitted by me/my company in response to this Invitation, including the pricing and other information, is true and accurate.

I understand that Utah County has the right to reject any or all bids, to waive minor irregularities when to do so would be in the best interests of Utah County, and to negotiate a price for the proposed services as determined to be in the best interest of Utah County.1.

Signature

Name (please print)

Title

Date

EXHIBIT A

CONTRACTOR INFORMATION FORM

In order to receive consideration, submitted bids must contain responses to all questions. Failure to respond to all questions may result in disqualification of the bid.

COMPANY NAME & ADDRESS: _____

 Is this an Office:
 , Home:
 , Shop:
 , Other:

 Telephone Number:
 , Emergency Number:
 .

 Answering Machine:
 , Fax Number:
 .

 Email Address: _____ COMPANY OWNER: COMPANY PRESIDENT: CONTACT PERSON: Phone: Type of Company (Partnership, Corporation, Venture etc.): If a Corporation, in what State Incorporated: Business License Number: State of Utah Contractor License Number: Federal Tax Identification Number: D&B D-U-N-S Number: How long has this company been in business: Years, and Months. Officers authorized to execute contracts: What would happen to your company in the event of the owner's absence or death? Brief History of the Company:

Are there any judgments, suits or claims pending	YES	NO
against your company? If Yes, attach a written explanation.		
Has your company operated under any other name (s)?	YES	NO

CONTRCATOR INFORMATION FORM Page 2

Has your firm failed to complete a contract within the last five years?	YES	NO
If "yes" attach explanation.		
Has your firm or any partner or officers ever been involved in any	YES	NO
bankruptcy action? If "yes" attach explanation.		
Has your firm ever been listed on the Excluded Parties List System?	YES	NO
Are any of your firm's owners, officers, employees, or agents also	YES	NO
employees of Utah County or related to any employees of Utah County If "yes" attach explanation.		

FINANCIAL REFERENCES

1. Bank Name & Address		
Manager		Phone
2. Bank Name & Address		
Manager		Phone
CLIENT REFERENCES		
1. Name:	, Contact:	
Address:		, Phone:
2. Name:		
Address:		, Phone:
3. Name:		
Address:	,	, Phone:
4. Name:	. Contact:	
Address:	,	, Phone:

EXHIBIT B

CERTIFICATE OF NON-COLLUSION

STATE OF UTAH Invitation to Bid))SS for COUNTY OF UTAH) Foothill Residential Treatment Center Roof Repair

AFFIDAVIT

The undersigned of lawful age, being first duly sworn, disposes and says: That as a condition precedent to the award of the Utah County project as above captioned,

I_____(owner, partner, officer or delegate)

of_____(company)

solemnly swear that neither I, nor to the best of my knowledge any member or members of my firm or company have either directly or indirectly restrained free and competitive bidding on this project by entering into any agreement, participating in any collusion, or otherwise taking any action unauthorized by Utah County, with regard to this bid or potential agreement resulting therefrom.

do

Signature

Subscribed/sw My Commissi	vorn to before me this day of on Expires	2017 A.D.
Residing at	1	
C		Seal
By:		
	Notary Public	

EXHIBIT C

SAMPLE AGREEMENT

AGREEMENT No. 2017-

or

UTAH COUNTY AGREEMENT

THIS AGREEMENT is made and entered into by and between Utah County, a body corporate and politic of the State of Utah, located at 100 East Center Street, Provo, Utah 84606, hereinafter referred to as COUNTY, and the following hereinafter referred to as CONTRACTOR:

			Contact Person:
	Name		
			Phone #:
	Address		
			Email:
City	State	Zip	

WHEREAS, COUNTY desires to obtain <u>materials and services for repair of the roof of the Foothill Residential Treatment Center</u>, and further to obtain said [] product(s) [] service(s) or [X] product(s) and service(s) in accordance with Utah State Law; and

WHEREAS, CONTRACTOR is willing to provide such [] product(s) [] service(s) or [X] product(s) and service(s) for COUNTY in consideration of receiving such fees and other consideration as herein provided;

NOW, THEREFORE, in consideration of such mutual promises set forth herein, the parties hereto agree as follows:

1. DESCRIPTION OF PRODUCT(S) SERVICE(S) OR PRODUCT(S) AND SERVICE(S) In consideration of the compensation set forth in Section 2, CONTRACTOR agrees to provide

[]

[] provide the [] product(s) [] service(s) or [X] product(s) and service(s) as specified in CONTRACTOR's Proposal attached hereto as ATTACHMENT B, which attachment is incorporated herein by this reference.

2. COMPENSATION

In exchange for services listed in Section 1, COUNTY will:

[] pay CONTRACTOR \$____

[X] or compensate in accordance with the terms set forth in CONTRACTOR's Proposal attached hereto as ATTACHMENT B, or such other amount as modified in accordance with the terms hereof.

3. TERM

The term of this AGREEMENT shall commence upon execution hereof and shall terminate upon completion of the work specified, or until the following date, the ______ of ______, 20___.

4. ATTACHMENTS

The following attachments are incorporated into this Agreement as if fully set forth herein:

[X] ATTACHMENT A: Utah County Standard Terms and Conditions

[X] ATTACHMENT B: CONTRACTOR'S Proposal

[] ATTACHMENT C: Special Provisions

[] ATTACHMENT D: Utah County Procurement Compliance

Except as explicitly modified by Special Provisions as set forth in ATTACHMENT C, any ambiguities or conflicting terms shall be resolved by granting full deference to the terms of Utah County's Standard Terms and Conditions as set forth in ATTACHMENT A.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be duly executed on this, the ______ of _____, 2017.

BOARD OF COUNTY COMMISSIONERS, UTAH COUNTY, UTAH

WILLIAM C. LEE, Commission Chairman

ATTEST: BRYAN E. THOMPSON Utah County Clerk/Auditor

By: ____

Deputy APPROVED AS TO FORM: JEFFREY R. BUHMAN Utah County Attorney

By: _

Deputy Utah County Attorney

CONTRACTOR

By:_____

1. TERM

The term of this AGREEMENT shall commence upon execution hereof and shall terminate upon final payment by COUNTY, or continue until the date specified on the signature page of this AGREEMENT. Termination of this AGREEMENT shall not terminate any warranty or other continuing obligation owed by CONTRACTOR as set forth herein.

2. EXTRA WORK

- a. Extra work shall be undertaken only when previously authorized in writing by Utah County, and is defined as additional work which is neither shown nor defined in this AGREEMENT or the attached CONTRACTOR's proposal (if any), but determined by Utah County to be necessary to the project. Extra work is also defined as that additional effort necessary by reason of changed conditions which are radical, unforeseen, and completely beyond the control of the CONTRACTOR.
- b. Miscellaneous items normally associated with the major work items included in this agreement, but which may not be specifically identified, shall be furnished by the CONTRACTOR as if they had been included in the agreement, without additional cost to COUNTY. After prior authorization of the County Commission in writing, payment for authorized extra work will be made by reimbursement for all direct and substantiated costs of labor, materials, and supplies used.

3. ALTERATION OF SPECIFICATIONS OR CHARACTER OF WORK

The County Commission, after recommendation by the County Public Works Director, reserves the right to make, at any time during the term of this AGREEMENT, such increases or decreases in quantities and such alterations in the details of the work, and the elimination of one or more items as may be found necessary or desirable and to adjust the contract price accordingly by change order. Such alterations shall not be considered as a waiver of nor release of any surety. CONTRACTOR agrees to accept the specifications as altered the same as if it had been a part of the original AGREEMENT. CONTRACTOR shall proceed with the work alterations when ordered in writing. Financial increases to this AGREEMENT must be approved by the County Commission before additional work is authorized and constructed.

4. AUTHORITY OF COUNTY COMMISSION AND THE COUNTY PUBLIC WORKS DIRECTOR

- a. The County Commission and the County Public Works Director will decide all questions which may arise as to the quality, quantity and acceptability of materials furnished and work performed and as to the rate of progress of work. They will also decide all questions which may arise as to the acceptable fulfillment of this AGREEMENT on the part of CONTRACTOR.
- b. The County Commission or the County Public Works Director will have the authority by written order to suspend work wholly or in part due to the failure of CONTRACTOR to correct conditions unsafe for the workmen or general public, for failure to carry out provisions of this AGREEMENT, for failure to carry out orders, for such periods as deemed necessary due to unsuitable weather, for conditions considered unsuitable for the progress of the work, or for any other condition or reason deemed to be in the public interest. Written orders shall state the reason for suspension.

5. EMPLOYMENT STATUS VERIFICATION

CONTRACTOR shall register and participate in the Status Verification System and comply with Utah Code Annotated Section 63G-11-103 of the Identity Documents and Verification Act. CONTRACTOR shall by contract require its contractor, subcontractors, contract employees, staffing agencies, or any contractors regardless of their tier to register and participate in the Status Verification System and comply with Utah Code Annotated Section 63G-11-103 of the Identity Documents and Verification Act.

6. WORKERS COMPENSATION

Prior to commencement of work, CONTRACTOR shall provide to COUNTY a copy of CONTRACTOR's Workers Compensation Insurance and shall disclose to COUNTY any claims made against CONTRACTOR for Workers Compensation within the past five (5) years. CONTRACTOR shall maintain insurance coverage for Workers Compensation claims for the duration of the AGREEMENT.

7. INDEPENDENT CONTRACTOR

- a. CONTRACTOR states and affirms that it is acting as an independent contractor, holding itself out to the general public as an independent contractor for other work or contracts as it sees fit; that it advertises its services as it sees fit to the general public, maintains its office or place of employment separate from COUNTY, and that this AGREEMENT is not exclusive of other agreements, contracts or opportunities.
- b. The parties intend that an independent contractor relationship will be created by this AGREEMENT. COUNTY is interested only in the results to be achieved, and the conduct and control of the work will lie solely with CONTRACTOR. CONTRACTOR is not to be considered an agent or employee of COUNTY for any purpose, and the employees of CONTRACTOR are

not entitled to any of the benefits that COUNTY provides for COUNTY'S employees. It is understood that COUNTY does not agree to use CONTRACTOR exclusively. It is further understood that CONTRACTOR is free to contract for similar services to be performed for others while working under the provisions of this AGREEMENT with COUNTY.

c. Both parties agree that CONTRACTOR shall be deemed an independent contractor in the performance of this AGREEMENT, and shall comply with all laws regarding unemployment insurance, disability insurance, and workers' compensation. As such, CONTRACTOR shall have no authorization, express or implied, to bind COUNTY to any agreement, settlement, liability, or understanding whatsoever, and agrees not to perform any acts as agent for COUNTY. The compensation provided for herein shall be the total compensation payable hereunder by COUNTY.

8. INSURANCE

- a. CONTRACTOR agrees to carry Commercial General Liability insurance coverage equal to or greater than \$2,500,000 per occurrence or as modified by the risk manager pursuant to state statute during the term of this AGREEMENT. This coverage shall provide liability insurance to cover the activities of CONTRACTOR including CONTRACTOR'S agents, employees and sub contractors, and for all equipment and vehicles, public or private, used in the performance of this AGREEMENT. CONTRACTOR shall provide a Certificate of Insurance to COUNTY evidencing that CONTRACTOR has this insurance in place and shall maintain said insurance for the duration of this AGREEMENT.
- b. CONTRACTOR shall furnish a Certificate of Insurance to COUNTY evidencing that CONTRACTOR has Workers Compensation Insurance for the CONTRACTOR, all sub contractors, all principals who will be present on site, and all employees of the CONTRACTOR and/or subcontractors.

9. KEYS

If it becomes necessary for COUNTY to issue CONTRACTOR a key to COUNTY locks, final payment to CONTRACTOR will be held until the key has been returned and documented. It is illegal to duplicate COUNTY keys.

10. INSPECTION AND ACCEPTANCE

COUNTY or its authorized representatives shall have the right to enter the premises of CONTRACTOR, or such other places where contract services are being performed, to inspect, audit, monitor or otherwise evaluate the services being provided and the financial records pertaining to this AGREEMENT. CONTRACTOR must provide reasonable access to all facilities and assistance to COUNTY or its authorized representatives.

11. TERMINATION

- a. This AGREEMENT may be terminated for any reason by COUNTY upon thirty (30) days written notice to CONTRACTOR, without prejudice to any other right or remedy COUNTY may have.
- b. Failure of CONTRACTOR to adhere to any of the performance requirements of this AGREEMENT shall be cause for termination without prior notice.
- c. This AGREEMENT may be terminated for any reason by CONTRACTOR upon sixty (60) days written notice to COUNTY.

12. TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this AGREEMENT, COUNTY shall not be obligated for CONTRACTOR'S performance hereunder or by any provision of this AGREEMENT during any of COUNTY'S future fiscal years unless and until COUNTY'S Board of County Commissioners appropriates funds for this AGREEMENT in the COUNTY'S budget for each such future fiscal year. In the event that funds are not appropriated for this AGREEMENT, then this AGREEMENT shall terminate as of December 31 of the last fiscal year for which funds were appropriated. COUNTY shall notify CONTRACTOR in writing of any such non-appropriation of funds at the earliest possible date.

13. GOVERNING LAW AND VENUE

It is agreed that this AGREEMENT shall be governed by, construed and enforced in accordance with the laws of the State of Utah, and the ordinances of Utah County. The parties shall submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Agreement or the breach thereof. Venue shall be in Provo in the Fourth Judicial District Court for Utah County

14. **AMENDMENTS**

Except as provided in Sections 3 and 4 of this AGREEMENT, no oral modifications or amendments to this AGREEMENT shall be effective, but such may only be modified or amended by a written agreement signed by the parties that identifies itself to be an amendment to this AGREEMENT.

15. ASSIGNMENT

The parties to this AGREEMENT shall not assign said AGREEMENT, or any part thereof, without the prior written consent of the other party to the AGREEMENT. No assignment shall relieve the original parties from any liability hereunder.

16. SUCCESSORS IN INTEREST

This AGREEMENT shall be binding upon the heirs, successors, administrators, and assigns of each of the

parties thereto.

17. INDEMNIFICATION

To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify, save, hold harmless, and defend at CONTRACTOR's own expense COUNTY, its officers, employees, and agents, from and against any and all claims, demands, causes of action, orders, decrees, judgements, losses, damages, expenses, and liabilities (including all costs and attorney's fees incurred in defending any claim, demand, or cause of action) occasioned by, growing out of, or arising or resulting from (a) CONTRACTOR'S, its subcontractors, agents or employees performance of this AGREEMENT or product(s) purchased by COUNTY under this AGREEMENT that are defective, whether known or not known by COUNTY or CONTRACTOR, at the time of acceptance by COUNTY. CONTRACTOR shall assume sole liability for any injuries or damages caused to a third party as a result of fulfillment of this AGREEMENT.

18. SALES TAX EXEMPTION

The COUNTY sales and use tax exemption number is ______. The tangible personal property or services being purchases are being paid from County funds and used in the exercise of that entity's essential functions. If the items being purchases are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in this Agreement. As such, CONTRACTOR shall not charge COUNTY sales tax for the product(s) purchased by this agreement.

19. COMPLIANCE WITH LAWS

Each party agrees to comply with all federal, state, and local laws, rules and regulations in the performance of its duties and obligations under this Agreement. Any violation by CONTRACTOR of applicable law shall constitute an event of default under this Agreement and CONTRACTOR shall be liable for and hold the COUNTY harmless and defend the COUNTY from and against any and all liability arising out of or connected with the violation, to include all attorney fees and costs incurred by the COUNTY as a result of the violation. CONTRACTOR is responsible, at its expense, to acquire, maintain and renew during the term of this Agreement, all necessary permits and licenses required for its lawful performance of its duties and obligations under this Agreement.

20. PAYMENT

- a. CONTRACTOR shall submit timely invoices for materials delivered to COUNTY. Upon verification of the validity of an invoice, COUNTY shall pay CONTRACTOR within 30 calendar day of receipt of the invoice.
- b. Payment will be based upon verification of the actual quantities accepted by COUNTY which comply with these specifications.
- c. Partial or progress payments shall not relieve CONTRACTOR of performance or obligations under this AGREEMENT, nor shall such payments be viewed as approval or acceptance of work performed.

21. FORCE MAJEURE

Neither party to this Agreement will be held liable for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. CONTRACTOR shall notify COUNTY of any delay or default beyond CONTRACTOR's control as soon as CONTRACTOR becomes aware of the conditions causing delay or default. The COUNTY may terminate this Agreement after determining such delay or default will reasonably prevent successful performance of the Agreement.

22. INTERPRETATION OF AGREEMENT

The invalidity of any portion of this AGREEMENT shall not prevent the remainder from being carried into effect. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the use of any gender shall include all genders. The paragraph and section headings in this AGREEMENT are for convenience only and do not constitute a part of the provisions hereof.

23. LEGAL

CONTRACTOR shall be responsible to provide all legal support for the project including but not limited to the preparation of contracts with subcontractors. This AGREEMENT shall be interpreted pursuant to the laws of the State of Utah.

24. NO PRESUMPTION

Should any provision of this AGREEMENT require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against the party, by reason of the rule of construction that a document is to be construed more strictly against the person who himself or through his agents prepared the same, it being acknowledged that all parties have participated in the preparation hereof.

25. WARRANTY

CONTRACTOR warrants to COUNTY that all services and materials furnished under this AGREEMENT will be of highest quality, consistent with the degree of skill and care ordinarily exercised by similarly situated members of CONTRACTOR'S profession, and in conformance with the terms hereof. The CONTRACTOR agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the COUNTY under this Agreement for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this

AGREEMENT or CONTRACTOR's proposal, attached hereto (if any). The CONTRACTOR (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this Agreement unless otherwise specified and mutually agreed upon elsewhere in this Agreement. In general, the CONTRACTOR warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the COUNTY has relied upon the CONTRACTOR's skill or judgment to consider when it advised the COUNTY about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the COUNTY has not been warned. Remedies available to the COUNTY include the following: The CONTRACTOR will repair or replace (at no charge to the COUNTY) the product whose nonconformance is discovered and made known to the CONTRACTOR in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the CONTRACTOR will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the COUTNY may otherwise have under this Agreement.

CONTRACTOR warrants to COUNTY that all materials furnished under this AGREEMENT will be new unless otherwise specified, and that all services and materials will be of good quality, free from faults and defects and in conformance with this AGREEMENT. CONTRACTOR further warrants to COUNTY that if, within one year after the date of substantial completion of the work or designated portion thereof, any of the services or materials are found to be not in accordance with the requirements of this AGREEMENT, CONTRACTOR shall correct it promptly after receipt of written notice from COUNTY to do so unless COUNTY has previously given CONTRACTOR a written acceptance of such condition. All materials and work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by COUNTY, CONTRACTOR shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

26. DELIVERY

Unless otherwise specified in this contract, all deliveries will be F.O.B. destination with all transportation and handling charges paid by the CONTRACTOR. Responsibility and liability for loss or damage will remain with CONTRACTOR until final inspection and acceptance when responsibility will pass to the COUNTY except as to latent defects, fraud, and CONTRACTOR's warranty obligations.

27. ENTIRE AGREEMENT

This AGREEMENT shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this AGREEMENT shall not be binding upon either party except to the extent incorporated in this AGREEMENT.