#### UTAH COUNTY PUBLIC WORKS DEPARTMENT

2855 South State Street Provo, Utah 84606 (801) 851-8600

#### **INVITATION TO BID**

for

#### EMISSIONS BUILDING ROOF REPLACEMENT

ITB # 2017-15

**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

10:30 a.m. (Mountain Time) Utah County Emissions Building

3255 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 furnish and install a new roof PVC as specified on the Utah County Emissions Building, 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 10:30am, Wednesday, July 19, 2017 at the Utah County Emissions Building, 3255 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 – EMISSIONS BUILDING ROOF, ITB # 2017-15". 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 non-collusion.
- 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 EMISSIONS BUILDING ROOF REPLACEMENT

#### 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 07 5419 POLYVINYL-CHLORIDE ROOFING (PVC)
- C. Section 07 6210 GALVANIZED STEEL FLASHING AND TRIM
- D. Section 07 9213 ELASTOMERIC JOINT SEALANTS
- E. Project Drawings T-1, A100 and A101

#### 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: Utah County Emmisions Building
- 2. Project Location:
  - a. 3255 N 150 W 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 of membrane only.
  - 2. Installation of ½" HD ISO cover board.
  - 3. Installation of mechanically attached 60 mil PVC membrane.
  - 4. Walk pads around all mechanical equipment and under sleepers.
  - 5. Installation of new flashing for one additional mechanical unit.
  - 6. New flashings as designated on the drawings.
  - 7. Twenty year NDL warranty with 90 mph wind rider.

#### 1.4 TYPE OF CONTRACT

A. Project will be constructed under a single prime contract for each location.

Summary - 1 - 01 1000

- 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.
  - 5. Schedule must be included with the bid proposal to include, but not limited to:
    - Sub-contractors if any.
    - b. Values in material and labor.
    - c. Work schedules.

#### 1.6 USE OF PREMISES

- 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.
  - 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.

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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:
    - 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.
  - Section Identification: The Specifications use Section numbers and titles to help cross-referencing 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:

Summary - 3 - 01 1000

- 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** 

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#### **SECTION 07 5419**

#### POLYVINYL-CHLORIDE ROOFING (PVC)

#### **PART 1 - GENERAL**

#### 1.1 SUMMARY

- A. Includes But Not Limited to:
  - 1. Install roofing "mechanically attached" membrane with flashings and other components to comprise total roofing system as described in Contract Documents.
- B. Products Installed But Not Furnished Under This Section:
  - Sheet metal work including caps, sleeves, umbrella hoods, pipe enclosure boxes, strapping, and scuppers.
- C. Related Requirements:
  - 1. Section 07 6210: Galvanized Steel Flashing and Trim.

#### 1.2 REFERENCES

- A. Association Publications:
  - American National Standards Institute / American Society of Heating, Refrigerating, & Air-Conditioning Engineers / Illuminating Engineering Society:
    - a. ANSI/ASHRAE/IESNA Standard 90.1 (2010): Energy Standard for Buildings Except Low-Rise Residential Buildings'.
  - 2. American National Standards Institute / Single Ply Roofing Industry:
    - a. ANSI/SPRI WD-1 'Wind Design Standard for Roofing Assemblies'.
  - 3. FM Global Resource Catalogue by FM Global, Norwood, MA www.fmglobal.com.
    - a. Approval Guide:
      - 1) Factory Mutual Standard 4470 Approval Standard for Class 1 Roof Covers.
    - b. Property Loss Prevention Data Sheet 1-28, 'Wind Design' (latest edition).
    - c. Property Loss Prevention Data Sheet 1-29, 'Roof Deck Securement and Above-Deck Components' (latest edition).
    - d. Property Loss Prevention Data Sheet 1-49, 'Perimeter Flashing' (latest edition).
  - National Roofing Contractors Association (NRCA) Low Slope Roofing and Waterproofing Manual, Current Edition.
  - 5. Technical Manuals by Sheet Metal and Air Conditioning Contractors National Association Inc (SMACNA) Washington D.C. www.smacna.org.
  - 6. Underwriters Laboratories (UL):
    - a. TGFU R1306 'Roofing Systems and Materials Guide', (Current Edition).

#### B. Definitions:

- 1. Adhere: The clinging of one surface to another; either molecularly or otherwise.
- Cap Flashing: Material used to cover top edge of base flashings or other flashings.
- 3. Deck: Structural component of roof of building which provides substrate to which roofing system is applied.
- 4. Drain: Device used to carry water off of a roof.
- 5. Flame Spread Classification: Categories as per ASTM E84/UL 723 or CAN/ULC-S102-10:
  - 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.

- 6. Flashing: Components used to seal roof system at areas where roof covering is interrupted or terminated. For example, pipes, curbs, walls, etc. all have special components that, when correctly installed, will help prevent moisture entry into roof system or building.
- 7. Heat Welding: Fusing seams of separate sections of roofing material together through use of hot air or an open flame and pressure. Also known as heat seaming.
- 8. Insulation: Any of a variety of materials designed to reduce flow of heat, either from, or into, a building.
- 9. Lap: Part of roofing material that overlaps section of adjacent material.
- 10. Mechanical Fasteners: Devices such as screws, plates, battens, nails, or other materials that are used to secure roofing materials.
- 11. Membrane: Portion of roofing system that serves as waterproofing material. Can be composed of one material or several materials laminated together.
- 12. Metal Flashing: Roof components made from sheet metal that are used to terminate roofing membrane or material along roof edges. Metal flashings are also used in the field of roof around penetrations.
- Mil: Unit of measure equal to 0.001 inches (1/1000 in.) used to indicate thickness of roofing membrane.
- 14. Polyvinyl Chloride (PVC): Thermoplastic polymer that can be compounded into flexible and rigid forms through use of plasticizers, stabilizers, fillers, and other modifiers; rigid forms are used in pipes; flexible forms are used in manufacture of sheeting and roof membrane materials.
- 15. Reinforced Membrane: Roofing membrane that has been strengthened by adding polyester scrims or mats, glass fibers or other material.
- 16. Roof Assembly: System of interacting roof components (including roof deck) designed to weatherproof, and normally, to insulate building's top surface.
- 17. Scrim: Woven or nonwoven material used to reinforce membranes; it is usually laminated or coated to produce membrane.
- 18. Self-Adhering Membrane: Type of membrane whose bottom surface will stick or adhere to substrate without use of additional adhesive material.
- 19. Single-Ply Membranes: Roofing membranes that are applied in one layer. Thermoplastic and thermoset membranes are usually Single-Ply Membranes. Single-Ply membranes come in five basic types: (1) Ballasted, (2) Fully-Adhered, (3) Mechanically-Fastened, (4) Partially-Adhered, and (5) Self-Adhered. Seams of Single-Ply Membranes can be heat welded, solvent welded, and adhered using seam tape or other adhesives.
- 20. Termination: Sealed edges of roof membrane.
- 21. Termination Bar: Bar, usually metal or vinyl, used to seal and anchor free edges of roof membrane.
- 22. Thermoplastic: (1) adjective Becoming soft when heated and hard when cooled. (2) noun Thermoplastic resin, such as polystyrene or polyethylene.
- 23. Weld: Join multiple metal or PVC components together by heat fusion.
- 24. 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.

#### C. Reference Standards:

- ASTM International:
  - a. ASTM C1289-12e, 'Standard Specification for Faced Rigid Cellular Polyisocyanurate Thermal Insulation Board.'
  - b. ASTM D4434/D4434M-12, 'Standard Specification for Polyvinyl Chloride Sheet Roofing'.
  - c. ASTM E108-11, 'Standard Test Methods for Fire Tests of Roof Coverings'.
  - ASTM E1918-06, 'Standard Test Method for Measuring Solar Reflectance of Horizontal and Low-Sloped Surfaces in the Field'.
- 2. International Building Code (IBC):
  - a. Chapter 15, 'Roof Assemblies And Rooftop Structures':
    - 1) Section 1507, 'Requirements for Roof Coverings':
      - a) 1507.13, 'Thermoplastic Single-ply Roofing'.
- 3. Underwriters Laboratories (UL):
  - a. UL 580: 'Tests for Uplift Resistance of Roof Assemblies' (5th Edition).
  - b. UL 723, 'Tests for Safety Test for Surface Burning Characteristics of Building Materials' (10th Edition).
  - c. UL 790, 'Standard Test Methods for Fire Tests of Roof Coverings' (8th Edition).

#### 1.3 ADMINISTRATIVE REQUIREMENTS

- A. Pre-Installation Conference: Roofing Manufacturer and Roofing installer's foreman and those responsible for installation of roofing to be in attendance.
- B. Schedule conference after installation of roof decking but before application of roofing system.
  - 1. Review Manufacturer's written instructions.
  - 2. Review delivery, storage, and handling requirements.
  - 3. Review ambient conditions requirements.
  - 4. Review roofing installation requirements including flashing and penetrations.
  - 5. Review temporary protections for roofing system.
  - 6. Review cleaning and disposal requirements.
  - 7. Review Special Procedure Submittal for Warranty Information to be given to Manufacturer before Manufacture will issue Roof Warranty by Installer.
  - 8. Review safety issues.
  - 9. Review field inspections and non-conforming work requirements.

#### 1.4 SUBMITTALS

- A. Action Submittals;
  - Product Data:
    - Roofing Manufacturer's literature or cut sheet for each element of system.
    - b. Manufacturer's preparation and installation instructions and recommendations.
  - 2. Shop Drawings:
    - Prepared by Roofing Installer and approved by Roofing Membrane Manufacturer and include following:
      - 1) Base flashings.
      - 2) Location and type of penetrations.
      - 3) Membrane terminations.
      - 4) Outline of roof and roof size.
      - 5) Perimeter and penetration details.
      - 6) Roof insulation:
        - a) Insulation fastening patterns for corner, perimeter, and field-of-roof locations.
      - 7) Special details and materials.
    - b. Confirm that specified FM Class and UL Class assembly is appropriate for Project location.
    - c. Include approved copy of Manufacturers Notice of Award.

#### B. Informational Submittals::

- Certificates:
  - 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.
  - b. Manufacture's signed certificate that roof system has been inspected by Technical Service Representative and stating no deviation from system specified or approved shop drawings without written approval by Owner Representative and Manufacture.
- Test And Evaluation Reports: Submit evidence that roof system has been tested and approved or listed as follows:
  - a. FM Class 1-90.
  - b. UL Class A assembly.
- 3. Manufacturer Instructions:
  - a. Two copies of Roofing Manufacturer's published instructions for Consultant and maintain one at job-site.
- 4. Special Procedure Submittals:
  - Installer to fill out Attachment for Warranty Information to be given to Manufacturer before Manufacture will issue Roof Warranty.
- 5. Qualification Statements:
  - a. Roofing Manufacturer's certification of Installer.

- C. Closeout Submittals:
  - 1. Warranty Documentation:
    - a. Final, executed copy of Warranty.
  - 2. Record Documentation:
    - a. Manufacturers documentation:
      - 1) Record Shop Drawings if requested. Record shop drawings shall be given shop drawing number by Roofing Manufacturer.

#### 1.5 QUALITY ASSURANCE

- A. Regulatory Agency Sustainability Requirements:
  - 1. As specified in Design Criteria requirements in Part 2 of this specification.

#### B. Qualifications:

- 1. Provide documentation if requested by Consultant:
  - Roofing Installer shall be approved and authorized by Roofing System Manufacturer to install Manufacturer's product and eligible to receive Manufacturer's special warranty before bid.
  - b. Roofing Installer shall be able to document roofing membrane installation for five (5) year minimum.
  - c. Roofing Installer must have current license for the city, county, and state where project is located.
  - d. Roofing Installer must have license for specific type of roofing work to be preformed.
  - Roofing Installer's foreman shall be skilled in his trade and qualified to lay out and supervise the Work.
  - f. Membrane and flashing installation shall be performed by personnel trained and authorized by Roofing Manufacturer.
  - g. Welding equipment shall be provided by or approved by Roofing Manufacturer. Mechanics intending to use equipment shall have successfully completed training course provided by Manufacturer's Technical Representative before welding.
- 2. Manufacturer Qualifications:
  - Manufacturer shall manufacture membrane material for five (5) consecutive years.
     (Manufacturing is defined as owning the means of production, controlling, and monitoring the daily production of membrane).
    - 1) No product with documented failure will be allowed.
  - b. Manufacturer that is UL listed for membrane roofing system used for this Project.
  - c. Source Limitations:
    - Provide roof components including roof insulation and fasteners for roofing system from same Manufacturer as membrane roofing or approved by Roofing Membrane Manufacturer.
  - d. Inspections by Manufacturer
    - 1) Manufacturer shall provide a technical representative on site for the pre-installation conference, the first day of startup and at least two site visits during construction.
    - 2) Manufacturer shall provide written report of observations to consultant within 48 hours of any site visits.

#### 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Delivery And Acceptance Requirements:
  - 1. Deliver products job site in original unopened containers or wrappings bearing all seals and approvals.
  - 2. Make no deliveries to Project until installation is about to commence, or until approved storage area is provided.
  - 3. Deliver products job site in original unopened containers or wrappings bearing all seals and approvals.
  - 4. Deliver materials in sufficient quantities to allow continuity of work.
  - 5. Remove any material not approved from job site.

#### B. Storage And Handling Requirements:

- 1. Storage Requirements:
  - a. General:
    - 1) Follow Manufacturer's instructions and precautions for storage of materials.
    - 2) Handle and store roofing materials and place equipment in a manner to avoid permanent deflection of roof decking.
  - b. Protection:
    - Protect roof materials from physical damage, moisture, soiling, and other sources in a clean, dry, protected location and with temperature range required by Manufacturer. Protect from direct sunlight.
    - 2) Provide continuous protection of materials against moisture absorption (Manufacturer's/Supplier's shrink wrap is not accepted waterproofing).
    - 3) Store membrane rolls lying down on pallets fully protected from weather with clean canvas tarpaulins.
  - c. Roof Insulation:
    - 1) Comply with insulation Manufacturer's written instructions for handling, storing, and protection during installation.
  - d. Safety:
    - 1) Store flammable materials in cool, dry area away from sparks, open flames, or excessive heat. Follow precautions outlined on containers or supplied by material manufacturer/supplier.
    - 2) Liquid materials such as solvents and adhesives shall be stored off site and installed away from open flames, sparks, and excessive heat.
    - Site storage is acceptable if liquid materials are placed in a locked, sealed storage container.
    - 4) Situate equipment and materials so as to preclude danger, disturbance, or interference to public safety and traffic, and to not constitute fire hazard.
  - e. Temperature:
    - 1) Store adhesives at temperatures above 40 deg F (4 deg C).and below 180 deg F (82 deg C).
  - f. Unacceptable Material:
    - 1) Remove all wet and damaged materials from site.
    - 2) 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.
    - 3) Discard and legally dispose of liquid material that cannot be applied within its stated shelf life.
- 2. Handling Requirements:
  - a. Select and Handle operating equipment so as not to damage existing construction or new roofing system, or to overload structural system.
  - b. Handle rolled goods so as to prevent damage to edge or ends.

#### 1.7 FIELD CONDITIONS

- A. Ambient Conditions:
  - 1. Temperature ranges shall be within tolerances allowed for material being used.
    - a. Cold temperature:
      - Follow Manufacturer's instructions for cold temperature installation. Follow specified precautions. Expose only enough adhesive to be used as directed by membrane manufacturer.
      - 2) Roof surface shall be free of ponding water, ice, and snow.
    - b. Hot temperature:
      - 1) Do not expose membrane and accessories to constant temperature in excess of 180 deg F (82 deg C).
      - 2) Roof surface shall be free of ponding water.
  - 2. Proceed with roofing work when existing and forecasted weather conditions permit.

#### 1.8 WARRANTY

- A. Manufacturer Warranty:
  - 1. Roofing Membrane Manufacturer's Special Warranty for (NDL) 20 year material and labor covering roofing system, including insulation, components of membrane roofing system,
  - 2. Warranty shall include wind speed coverage from 0 mph to 90 mph.

#### **PART 2 - PRODUCTS**

#### 2.1 SYSTEM

#### A. Manufacturer:

- 1. Carlisle SynTec Incorporated, Carlisle PA www.carlisle-syntec.com.
  - a. Sure-flex
- 2. Sika Sarnafil, Canton, MA www.sikacorp.com.
  - a. S327
- 3. Mulehide Products Co, Beloit, WI www.mulehide.com
  - a. Mule-hide PVC Membrane.

#### B. Criteria:

- General:
  - a. Installed membrane roofing and base flashings shall withstand specified uplift pressures, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction.
  - b. Membrane roofing and base flashings shall remain watertight.
- 2. Regulatory Requirements:
  - a. Building Codes:
    - 1) Roof system will meet requirements of all federal, state, and local codes having jurisdiction.
    - 2) Factory Mutual Research Corporation (FM):
      - a) Class 1-90.
    - 3) Underwriters Laboratories (UL):
      - a) UL Class B assembly.
- 3. Fire Characteristics Performance Requirement:
  - Roof system will achieve UL Class B rating when tested in accordance with ASTM E108 or UL-790.
    - 1) Materials shall be identified with appropriate markings of applicable testing agency.
  - b. Wind Uplift Performance Requirement:
    - 1) Roof system designed to achieve a FM 1-90 wind uplift rating.
    - 2) Perimeter wood blocking, insulation, and sheet metal installation shall, as minimum, be in accordance with recommendations of Factory Mutual Loss Prevention for:
      - a) Data Sheet 1-28, 'Wind Design.'
      - b) Data Sheet 1-29, 'Roof Deck Securement and Above Deck Components'.
    - 3) Meet designed wind speed for Project.
- 4. Material Compatibility:
  - a. Provide roofing materials that are compatible with one another under conditions of service and application required, as demonstrated by membrane Roofing Membrane Manufacturer based on testing and field experience.
- 5. Metal details, fabrication practices, and installation methods shall conform to applicable requirements of following:
  - Factory Mutual Loss Prevention Data Sheet 1-49, 'Perimeter Flashing' (latest issue).
  - b. Sheet Metal and Air Conditioning Contractors National Association Inc, 5th edition.

#### C. Materials:

- 1. Description:
  - a. Adhered:
    - 1) Meet requirements of ASTM D4434, Type III.

- b. Surface Color:
  - 1) White.
- Membrane:
  - a. Thickness: 0.60 mil thick by optimum width and length determined by job conditions.

#### D. Insulation:

- 1. FM or UL approved.
  - a. Polyisocyanurate Foam Insulation Board:
    - 1) Meet requirements of ASTM C1289.
    - 2) Insulation boards shall be Factory Mutual Class 1-90 approved.
    - 3) Insulation panels directly metal deck shall be 1.75 inches by 48 inches by 96 inches.
    - 4) Tapered layer shall slope at 1/4 in per ft.
  - b. Cover Board Over Insulation:
    - 1) 1/4 inch thick minimum Dens-Deck Prime Roof Board by G-P Gypsum.
    - 2) 1/4 inch thick minimum Securock glass fiber by USG.

#### 2.2 ACCESSORIES

#### A. Adhesives:

- 1. Supplied by Roofing Membrane Manufacturer to meet uplift and VOC requirements.
  - a. Membrane:
    - 1) Water based membrane adhesive.
  - b. Insulation:
    - 1) Manufactures standard low rise polyurethane adhesive.

#### B. Auxiliary Materials:

1. Furnish and install all auxiliary materials as recommended by Roofing Membrane Manufacturer for intended use and compatible with membrane roofing materials and specified warranty.

#### C. Flashing:

- 1. Polyvinyl-chloride, 0.060 inch (1.52 mm) thick, of same color as sheet membrane.
- Preformed Pipe Sleeves Factory prefabricated, 0.060 inch (1.52 mm) thick.
- 3. Preformed Inside and Outside sheet flashings.

#### D. Mechanical Attachment Accessories:

- Fasteners:
  - a. Fasteners or engineered fasteners designed to anchor membrane and flashing into substrates that include steel, concrete, gypsum, and light weight concrete roof decks.
  - b. Bars and plates engineered as companion assembly. Used to secure membrane and/or flashing as required by Membrane Manufacturer.
- Rhinobond Plates:
  - a. Plates engineered as companion assembly with fasteners.
    - Used to secure insulation, hardboard, and membrane as required by Membrane Manufacturer.

#### E. Miscellaneous Fasteners and Anchors:

- Fasteners, anchors, nails, straps, bars, etc. shall be of post-galvanized zinc or cadmium-plated steel, aluminum, or stainless steel. Mixing metal types and methods of contact shall be in such manner as to avoid galvanic corrosion.
- 2. Compatible with substrates and flashings to be anchored:
  - a. Fasteners for attachment of metal to masonry shall be expansion type fasteners with stainless steel pins.
  - b. Concrete fasteners and anchors shall have minimum embedment of 1-1/4 inch (32 mm) and shall be approved for such use by Fastener Manufacturer.
  - c. Wood fasteners and anchors shall have embedment of one inch (25 mm) minimum and be approved for such use by Fastener Manufacturer.

#### F. Nite Seal:

- 1. Compatible with materials with which it is used.
- 2. Furnished by Roofing Membrane Manufacturer.

#### G. Pourable Sealer:

1. Approved by Roofing Membrane Manufacturer for specified roof system.

#### H. Surface Cleaner/ Primer:

1. Approved by Roofing Membrane Manufacturer for specified roof system.

#### Termination Bars:

- Flat extruded aluminum bar with spaced holes for termination attachment furnished by Membrane Manufacture.
- 2. Extruded aluminum bar with sealant track with spaced holes for termination attachment furnished by Roofing Membrane Manufacturer.

#### J. Termination Bar Fasteners:

 Threaded fasteners with expansion sleeve that provide easy future removal and reuse, furnished by Roofing Membrane Manufacturer.

#### K. Walk Pads:

 Manufacturers standard heat weldable with diamond plate tread pattern and trimmed in safety vellow.

#### L. Water Cut Off Mastic:

- Approved by Roofing Membrane Manufacturer for specified roof system.
- M. Coated metal: 0.023 inch (0.56 mm) thick G90 galvanized sheet metal laminated with 0.020 inch (0.51 mm) thick membrane.

#### **PART 3 - EXECUTION**

#### 3.1 EXAMINATION

#### A. Verification Of Conditions:

- 1. Inspect for defects such as excessive surface roughness, contamination, structural inadequacy, or any other condition that will adversely affect quality of work.
- Verify that roof drain lines are functioning correctly before starting work of this Section. Report such blockages in writing to Owner's representative, with copy to Roofing Manufacturer, for corrective action before beginning work of this Section.
- 3. Stop work immediately if any unusual or concealed condition is discovered and immediately notify Owner in writing, with letter copy to Roofing Manufacturer.

#### 3.2 PREPARATION

#### A. Surface Preparation:

- 1. Surfaces to receive new materials shall be clean, smooth, dry (free of moisture), free of flaws, sharp edges, loose and foreign material, dirt, oil and grease.
  - a. Mechanically scrape exposed surfaces, if necessary to remove projections.
  - b. Roofing shall not start until defects have been corrected.
  - c. Removal of all loose gravel, dirt and dust in preparation of installation of roofing system.
  - d. Removal and replacement of all wet insulation as shown on demolition plan.
- 2. Verify that surfaces receiving new materials have no defects or errors which would result in poor application or cause latent defects in workmanship.
- 3. Inspect anchoring of wood members for conformance to specified requirements. Upgrade nonconforming fasteners to meet specified requirements.
- 4. Reset or replace fasteners that are loose, deformed, damaged, or corroded.

- 5. Fit joints of insulation tightly together.
- 6. Prevent interior leakage, materials falling into interior, and other such Occurrences.
- 7. Install temporary water cut-offs at completion of each days work and completely remove upon resumption of work.
  - a. Waterstops shall not emit dangerous or unsafe fumes and shall not remain in contact with finished roof as installation progresses.
  - b. Replace contaminated membrane at no additional cost to Owner.
- 8. Provide temporary walkways and work platforms as necessary to complete work under this section with no damage to existing surfaces exposed during work, and to new materials applied.
- 9. Coordinate application of membrane to provide protection of underlying materials from wetting or other damage by the elements on a continuous basis.
- 10. Sheet metal sleeves, caps, and enclosures shall be completely installed on a daily basis.
- 11. Prevent materials from entering and clogging roof drains and conductors and from spilling or migrating onto surfaces of other construction. Remove roof-drain plugs when no work is taking place or when rain is forecast.
- 12. Complete terminations and base flashings and provide temporary seals to prevent water from entering completed sections of roofing system at the end of the workday or when rain is forecast.
- 13. Remove and discard temporary seals before beginning work on adjoining roofing..

#### B. Nailers:

- 1. Install continuous treated wood nailers at perimeter of entire roof and around roof projections and penetrations as described on Project Drawings. Replace existing wood nailers shown to remain, if they contain rot or are otherwise damaged.
  - a. Anchor nailers to resist minimum force of 300 lbs (136 kg) per lineal foot (300 mm) in any direction. Provide 1/2 inch (13 mm) space between nailer lengths. Individual nailer lengths shall not be less than 36 inches (900 mm) long. Nailer fastener spacing shall be at 12 inches (300 mm) on center, or 16 inches (400 mm) if necessary to match structural framing. Stagger fasteners 1/3 nailer width and install within 6 inches (150 mm) of each end. Meet requirements current Factory Mutual Loss Prevention Data Sheet 1-49.
  - b. Thickness shall match substrate or insulation/hardboard height.
  - c. Anchor existing woodwork that is to remain so as to resist minimum force of 300 lbs (136 kg) per lineal foot (300 mm) in any direction. Reuse only woodwork designated to be reused in detail drawings.

#### 3.3 INSTALLATION

#### A. General:

- 1. Roof surfaces shall be free of water, ice and snow. Surfaces to receive new insulation, membrane, or flashings shall be dry. Should surface moisture occur, provide equipment necessary to dry surface before application.
- 2. Secure new and temporary construction, including equipment and accessories, so as to preclude wind blow-off and subsequent roof or equipment damage.
- 3. Install only as much roofing as can be made weathertight each day, including flashing and detail work. Clean seams and heat-weld before leaving jobsite.
- 4. Schedule and execute work without exposing interior building areas to effects of inclement weather. Protect existing building and its contents against all risks.
- 5. Install uninterrupted waterstops at end of each day's work and completely remove before proceeding with next day's work. Waterstops shall not emit dangerous or unsafe fumes and shall not remain in contact with finished roof as installation progresses. Replace contaminated membrane at no additional cost to Owner.
- 6. Avoid use of newly constructed roofing as walking surface or for equipment movement and storage. Where such access is required, provide necessary protection and barriers to segregate work area and to prevent damage to adjacent areas. Provide protection layer consisting of plywood over insulation board and roofing membrane for new and existing roof areas that receive rooftop traffic during construction.
- Before and during application, remove dirt, debris, and dust from surfaces either by vacuuming, sweeping, blowing with compressed air, or similar methods.
- 8. Report rooftop contamination that is anticipated or that is occurring to Roofing Manufacturer to determine corrective steps to be taken.

#### B. Insulation:

- Position first layer of insulation board over existing roof system with tight joints and staggered edges.
- 2. Lay out tapered board to provide positive flow to roof drains as shown on Contract Drawings.
- 3. Moisture content of insulation shall not exceed 4 percent.
- 4. Over polyisocyanurate insulation, install recovery/hard board. Mechanically attach board to deck as directed by Roofing Membrane Manufacturer.

#### C. Membrane:

- 1. Inspect surface of insulation or substrate before installation of roof membrane. Substrate shall be clean, dry and smooth with no excessive surface roughness, contaminated surfaces or unsound surfaces such as broken, delaminated, or damaged insulation boards.
- 2. 'Mechanically Attached':
  - a. In Seam Option:
    - Unroll and position membrane without stretching. Provide and secure both perimeter and field membrane sheets in accordance with manufacturer's most current specifications and details.
    - 2) Secure membrane with required fasteners and plates spaced maximum of 12 inches (305 mm) on center depending or project conditions (centered over pre-printed marks approximately 1-1/2 inches (38 mm) from edge of membrane sheet).
    - 3) Install adjoining membrane sheets in same manner in accordance with manufacturer's specifications.
  - b. Rhinobond Option:
    - Preparation: Using test strip of membrane and loose Rhinobond plates, provide at least four (4) varied heat settings to calibrate Rhinobond welder for operation during each work period.
    - 2) Roll out and set membrane. Follow Manufacturer's written instructions:
      - Provide 3 inches (75 mm) shingled lap seaming area in all membrane overlaps.
      - b) Weld random perimeter Rhinobond plates to secure field membrane from shifting during seam and field welds.
      - c) Identify remaining Rhinobond plates and weld membrane using repeated leap frog method of welding followed by placement of cooling magnets.
- 3. Hot-Air Welding Of Lap Areas:
  - a. General:
    - 1) Seams shall be hot air welded. Seam overlaps shall be 3 inches (75 mm) wide minimum when automatic machine welding, and 4 inches (100 mm) wide when hand welding.
    - 2) Membrane to be welded shall be clean and dry. No adhesive shall be in seam.
  - b. Hand Welding:
    - 1) Hand welded seams shall be completed in three stages. Allow hot-air welding equipment to warm up for one minute minimum before welding.
    - 2) Seam shall be tack-welded every 36 inches (900 mm) to hold membrane in place.
    - 3) Weld back edge of seam with narrow but continuous weld to prevent loss of hot air during final welding.
    - 4) Insert nozzle into seam at 45-degree angle. Once proper welding temperature has been reached and membrane begins to 'flow', position hand roller perpendicular to nozzle and press lightly. For straight seams, use 1-1/2 inch (38 mm) wide nozzle. Use 3/4 inch (19 mm) wide nozzle for corners and compound connections.
  - Machine Welding: Follow Roofing Manufacturer's instructions and use recommended equipment.
  - d. Quality Control of Welded Seams: Check welded seams for continuity using rounded screwdriver. Make on-site evaluation of welded seams daily at locations directed by Owner's Representative or representative of Roofing Manufacturer. Take one inch (25 mm) wide cross-section samples of welded seams at least three times a day. Patch each test cut at no additional cost to Owner.
- D. Walkway Pads:

1. Install walkways at traffic concentration points (such as roof hatches, access doors, and rooftop HVAC equipment.) and locations as identified on Contract Documents. Provide any required supplemental attachment to new roof assembly to meet wind requirements.

#### E. Flashings:

- 1. General:
  - a. Install flashings concurrently with roof membrane as job progresses. No temporary flashings shall be allowed without prior written approval of Owner's Representative and Roofing Manufacturer. Approval shall only be for specific locations on specific dates.
  - b. If water is allowed to enter under newly completed roofing, remove and replace affected area no additional cost to Owner.
  - c. Adhere flashings to compatible, dry, smooth, and solvent-resistant surfaces.

#### 2. Membrane Flashings:

- a. Adhesive Application for Flashings:
  - Apply adhesive using solvent-resistant 3/4 inch (19 mm) nap paint rollers. Apply adhesive in smooth, even coatings with no holidays, globs, or similar irregularities. Coat only area that can be completely covered in same day's operations. Allow surface with adhesive coating to dry completely prior to installing flashing membrane.
  - 2) When surface is dry, cut flashing membrane to workable length and evenly coat underside with adhesive at rate of 1/2 gal per 100 sq ft (2 liters per 9 sq meters). When adhesive has dried sufficiently to produce strings when touched with a dry finger, roll coated membrane onto previously coated substrate being careful to avoid wrinkles. Do not allow adhesive on underside of membrane to completely dry. Overlap adjacent sheets 3 inches (75 mm). Flashings shall extend 4 inches (100 mm) onto roofing membrane. Press bonded sheet firmly in place with hand roller.
  - 3) Apply no adhesive in seam areas that are to be welded.
- b. Install fasteners 12 inches (300 mm) on center with acceptable fasteners into structural deck at the base of parapets, walls, and curbs.
- c. Extend flashings 8 inches (200 mm) minimum above roofing level unless otherwise accepted in writing by Owner's representative and Roofing Manufacturer.
- d. Adhere flashing membranes to solvent resistant substrates. Cut interior and exterior corners and miters and hot-air weld into place. No bitumen shall be in contact with membrane.
- e. Mechanically fasten flashing membranes along top edge through tin discs or pre-drilled, galvanized metal strip washers spaced at of 12 inches (300 mm) maximum on center.
- f. Terminate flashings according to Roofing Manufacturer's recommended details.

#### Metal Flashings:

- a. Complete metal work in conjunction with roofing and flashings so that watertight condition exists daily.
- b. Install metal to provide adequate resistance to bending and allow for normal thermal expansion and contraction.
- c. Metal joints shall be watertight.
- d. Securely fasten metal flashings into solid wood blocking. Fasteners shall penetrate wood nailer one inch (25 mm) minimum.
- e. Counterflashings shall overlap base flashings 4 inches (100 mm) minimum.

#### F. Temporary Cut-Off:

- 1. Construct temporary waterstops to provide 100 percent watertight seal. Make stagger of insulation joints even by installing partial panels of insulation. Carry new membrane into waterstop. Seal waterstop to deck or substrate so water will not travel under new or existing roofing. Seal edge of membrane in continuous heavy application of sealant as described above. When work resumes, cut-out contaminated membrane and dispose of off-site.
- 2. If inclement weather occurs while temporary waterstop is in place, provide labor necessary to monitor situation to maintain watertight condition.
- 3. If water is allowed to enter under newly completed roofing, remove affected area and replace at no additional cost to Owner.

#### 3.4 FIELD QUALITY CONTROL

A. Field Inspection:

- 1. Before Manufacturer's inspection for warranty, Installer must perform pre-inspection to review work and to verify flashing has been completed as well as application of caulking.
- 2. Final Roof Inspection:
  - Arrange for Roofing Membrane Manufacturer's technical personnel to inspect roofing installation on completion.
- 3. Upon completion of roof inspection, provide certification that installation has been performed in accordance with Contract Document and Roofing Manufacturer requirements.

#### B. Non-Conforming Work:

- 1. Correct all work not in compliance to Contract Documents at no additional cost to Owner.
  - a. Repair or remove and replace components of membrane roofing system where inspections indicate that they do not comply with specified requirements.
  - b. Replace contaminated membrane.
- 2. Additional inspections will be performed to determine compliance of replaced or additional work with specified requirements at no additional cost to Owner.
- 3. Repair landscaped areas damaged by construction activities at no additional cost to Owner.

#### 3.5 CLEANING

#### A. Waste Management:

- 1. Perform daily clean-up to collect wrappings, empty container, paper, and other roofing waste debris from project site.
- Upon completion, roofing waste materials must be disposed from site to dumping area legally authorized to receive such materials.
- 3. Complete site cleanup, including both interior and exterior building areas that have been affected by construction, to Owner's satisfaction.

#### 3.6 PROTECTION

#### A. Contractor Responsibility:

- 1. Protection of roofing membrane from damage and wear from other trades from damage after completion of roof membrane.
- 2. Clean overspray and spillage from adjacent construction using cleaning agents and procedures recommended by Manufacturer of affected construction.

#### **END OF SECTION**

#### **SECTION 07 6210**

#### **GALVANIZED STEEL FLASHING AND TRIM**

#### **PART 1 - GENERAL**

#### 1.1 SUMMARY

- A. Includes But Not Limited To:
  - 1. Furnish and install miscellaneous flashing, counterflashing, and hold-down clips as described in Contract Documents and not specified to be of other material.
- B. Products Furnished But Not Installed Under This Section:
  - Gravel stops, copings, scuppers, and miscellaneous sheet metal specialties not specified to be of other materials.
- C. Related Requirements:
  - 1. ArSection 07 9213: 'Elastomeric Joint Sealant'.

#### 1.2 REFERENCES

- A. Reference Standards:
  - ASTM International:
    - a. ASTM A653/A653M-13, 'Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process'.
    - b. ASTM A792/A792M-10, 'Standard Specification for Steel Sheet, 55 % Aluminum-Zinc Alloy-Coated by the Hot-Dip Process'.
  - 2. Federal Specifications:
    - a. TT-S-00230C(2) Sealing Compound, Elastomeric Type, Single Component, (For Caulking, Sealing, and Glazing in Buildings and Other Structures).

#### **PART 2 - PRODUCTS**

#### 2.1 SYSTEM

- A. Manufacturers:
  - 1. Type Two Acceptable Manufacturers Of Metal:
    - a. CMG Coated Metals Group, Denver, CO www.cmgmetals.com.
    - b. Drexel Metals, LLC, Ivyland, PA <u>www.drexmet.com</u>.
    - c. Fabral, Lancaster, PA www.fabral.com.
    - d. Firestone Metal Producdts, 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. Ryerson, Chicago, IL <u>www.ryerson.com</u>.
    - j. Equal as approved by Consultant before installation. See Section 01 6200.

#### B. Materials:

- 1. Sheet Metal:
  - a. Galvanized iron or steel meeting requirements of ASTM A653/A653M, G 90 or Galvalume steel meeting requirements of ASTM A792/A792M AZ50, 50 ksi.
    - 1) 22 ga (0.792 mm) for hold-down clips.

2) 24 ga (0.635 mm) for all other.

#### C. Fabrication:

- 1. Form accurately to details.
- 2. Profiles, bends, and intersections shall be even and true to line.
- Fold exposed edges 1/2 inch (12.7 mm) to provide stiffness.

#### D. Finish:

- 1. Exposed to view:
  - a. Provide face coating of polyvinyledene Fluoride (PVF<sub>2</sub>) Resin-base finish (Kynar 500 or Hylar 5000) containing seventy (70) percent minimum PVF<sub>2</sub> 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.
  - 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.

#### 2.2 ACCESSORIES

- A. Sealants: Rubber base type conforming to Fed Spec TT-S-00230C.
- B. Fasteners:
  - 1. Of strength and type consistent with function.
  - 2. Nails: Hot-dipped galvanized.
  - 3. Screws, Bolts, And Accessory Fasteners: Galvanized or other acceptable corrosion resistant treatment.

#### **PART 3 - EXECUTION**

#### 3.1 INSTALLATION

- A. Install with small, watertight seams.
- B. Slope to provide positive drainage.
- C. Provide sufficient hold down clips to insure true alignment and security against wind.
- D. Provide 4 inch (100 mm) minimum overlap.
- E. Allow sufficient tolerance for expansion and contraction.
- F. Insulate work to prevent electrolytic action.

#### 3.2 CLEANING

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

#### **END OF SECTION**

#### **SECTION 07 9213**

#### **ELASTOMERIC JOINT SEALANTS**

#### **PART 1 - GENERAL**

#### 1.1 SUMMARY

- A. Includes But Not Limited To:
  - Furnish and install sealants not specified to be furnished and installed under other Sections.
  - 2. Quality of sealants to be used on Project not specified elsewhere, including submittal, material, and installation requirements.

#### B. Related Requirements:

- 1. Removing existing sealants specified in Sections where work required.
- Furnishing and installing of sealants is specified in Sections specifying work to receive new sealants.

#### 1.2 REFERENCES

- A. Association Publications:
  - 1. American Architectural Manufacturers Association (AAMA):
    - a. 'Voluntary Specifications and Test Methods for Sealants'.
  - 2. ASM International:
    - a. 'Adhesives and Sealants', Volume 3, ASM International Handbook Committee, (May 1999).
    - b. Committee C24 on Building Seals and Sealants for various Specifications, Guides, Test Methods, and Practices related to sealant specifying and application.
    - c. Committee E6 on Building Performance for various Specifications, Guides, Test Methods, and Practices related to sealant use with air barriers, vapor retarders, and exterior enclosure systems and materials.
  - The Adhesive and Sealing Council, Inc. (ASC) / Sealant, Waterproofing & Restoration Institute (SWR Institute):
    - a. 'Sealants: The Professional's Guide'.
    - b. 'Joint Sealants, Whole Building Design Guide'.

#### B. Definitions:

- 1. Adhere: To cause two surfaces to be held together by adhesion.
- 2. Adhesive: An adhesive, as defined by The American Society for Testing and Materials (ASTM), is 'a substance capable of holding materials together by surface attachment'.
- 3. Caulk: Caulks have variety of definitions but are generally recognized as materials used in applications where only minor elastomeric properties are needed.
- 4. Elastomer: Rubbery material which returns to approximately its original dimensions in short time after relatively large amount of deformation.
- 5. Flow: Movement of adhesive during bonding process before adhesive is set.
- 6. Joint: Location at which two substrates are held together with layer of adhesive.
- 7. Primer: Coating applied to surface, prior to application of an adhesive, to improve performance of the bond.
- 8. Sealant. Sealants are generally used in applications where elastic properties are needed while adhesives are generally used in applications where bonding strength and rigidity are needed. With technology advancements both sealants and adhesives can be used interchangeably depending on applications performance requirements.
- 9. Sealant Types and Classifications:
  - a. ASTM Specifications:
    - 1) Type:
      - a) Type S: Single-component sealant.

- b) Type M: Multi-component sealant.
- 2) Grade:
  - a) Grade P: Pourable or self-leveling sealant used for horizontal traffic joints.
  - b) Grade NS: Non-sag or gunnable sealant used for vertical and non-traffic joints.
- 3) Classes: Represent movement capability in percent of joint width.
  - a) Class 100/50: Sealant that, when tested for adhesion or cohesion under cyclic movement shall withstand of at least 100 percent increase and decrease of at least 50 percent of joint width as measured at time of application.
  - b) Class 50: Sealant that, when tested for adhesion or cohesion under cyclic movement shall withstand increase and decrease of at least 50 percent of joint width as measured at time of application.
  - c) Class 25: Sealant that, when tested for adhesion or cohesion under cyclic movement shall withstand increase and decrease of at least 25 percent of joint width as measured at time of application.
  - d) Class 12: Sealant that, when tested for adhesion and cohesion under cyclic movement shall withstand increase and decrease of at least 12 percent of joint width as measured at time of application.
- 4) Use:
  - a) T (Traffic): Sealant designed for use in joints in pedestrian and vehicular traffic areas such as walkways, plazas, decks and parking garages.
  - b) NT (Non-Traffic): Sealant designed for use in joints in non-traffic areas.
  - c) I (Immersion): Sealant that meets bond requirements when tested by immersion (Immersion rated sealant applications require primer).
  - d) M (Mortar): Sealant that meets bond requirements when tested on mortar specimens.
  - e) G (Glass): Sealant that meets bond requirements when tested on glass specimens.
  - f) A (Aluminum): Sealant that meets bond requirements when tested on aluminum specimens.
  - g) O (Other): Sealant that meets bond requirements when tested on substrates other than standard substrates, being glass, aluminum, mortar.
- o. Federal Specifications:
  - 1) Type:
    - Type I: Self-leveling, pour grade.
      - (1) Compound which has sufficient flow to give smooth level surface when applied in horizontal joint at 40 deg F (4.4 deg C).
    - b) Type II: Non-sag, gun grade
      - (1) Compound which permits application in joints on vertical surfaces without sagging (slumping) at temperatures 40 deg F (4.4 deg C) and 122 deg. F (50 deg. C).
    - c) Type NS: Non-sag, gun grade.
      - (1) Non-sag shall be a compound which permits application in joints on vertical surfaces without sagging (slumping) at temperatures between -20 deg F and 122 deg. F (- 29 and 50 deg. C).
  - 2) Class:
    - Class A: Compounds resistant to 50 percent total joint movement (includes Type I and Type II).
      - Capable of resisting compression-extension cycling of plus and minus 25 percent of nominal half inch width.
    - b) Class B: Compounds resistant to 25 percent total joint movement (includes Type I and Type II).
      - (1) Capable of resisting compression-extension cycling of plus and minus 12 1/2 percent of nominal half inch width.
- 10. Shelf Life: Period of time, usually beginning with date of manufacture, during which stored adhesive will remain effective or useful.
- 11. Silicone: Any member of family of polymeric products whose molecular backbone is made up of alternating silicon and oxygen atoms and which has pendant hydrocarbon groups attached to silicon atoms. Used primarily as a sealant. Offers excellent resistance to water and large variations in temperature (minus 100 deg F to + 600 deg F) (minus 73.3 deg C to + 316 deg C).
- 12. Stability: Ability of material to remain unchanged.

- 13. Storage Life: Period of time during which packaged adhesive can be stored under specified temperature conditions and remain suitable for use.
- 14. Substrate: Material upon surface of which an adhesive-containing substance is spread for any purpose, such as bonding or coating.
- 15. Surface Preparation: Physical and /or chemical preparation of substrate to render it suitable for adhesive joining. Same as substrate preparation or pre-bond preparation.
- Toxicity: Material shall have no adverse effect on health of personnel when used for its intended purpose.

#### C. Reference Standards:

- American Association of State and Highway Transportation Officials:
  - a. AASHTO T 132-87(2013), 'Standard Method of Test for Tensile Strength of Hydraulic Cement Mortars'.

#### ASTM International:

- a. ASTM C639-01(2011), 'Standard Test Method for Rheological (Flow) Properties of Elastomeric Sealants'.
- b. ASTM C661-06(2011), 'Standard Test Method for Indentation Hardness of Elastomeric-Type Sealants by Means of a Durometer'.
- c. ASTM C679-03(2009), 'Standard Test Method for Tack-Free Time of Elastomeric Sealants'.
- d. ASTM C719-13, 'Standard Test Method for Adhesion and Cohesion of Elastomeric Joint Sealants Under Cyclic Movement (Hockman Cycle)'.
- e. ASTM C793-05(2010), 'Standard Test Method for Effects of Laboratory Accelerated Weathering on Elastomeric Joint Sealants'.
- f. ASTM C794-10, 'Standard Test Method for Adhesion-in-Peel of Elastomeric Joint Sealants'.
- g. ASTM C920-14, 'Standard Specification for Elastomeric Joint Sealants'.
- h. ASTM C1135-00(2011), 'Standard Test Method for Determining Tensile Adhesion Properties of Structural Sealants'.
- i. ASTM C1184-13, 'Standard Specification for Structural Silicone Sealants'.
- j. ASTM C1193-13, 'Standard Guide for Use of Joint Sealants'.
- ASTM C1248-08(2012), 'Standard Test Method for Staining of Porous Substrate by Joint Sealants'.
- I. ASTM C1330-02(2013), 'Standard Specification for Cylindrical Sealant Backing for Use with Cold Liquid Applied Sealants'.
- m. ASTM C1481-12 'Standard Guide for Use of Joint Sealants with Exterior Insulation & Finish Systems (EIFS)'.
- ASTM D412-06(2013), 'Standard Test Methods for Vulcanized Rubber and Thermoplastic Elastomers-Tension'.
- o. ASTM D2202-00(2010), 'Standard Test Method for Slump of Sealants'.
- ASTM D2240-05(2010), 'Standard Test Method for Rubber Property-Durometer Hardness'.
- q. ASTM D5893-10, 'Standard Specification for Cold Applied, Single Component, Chemically Curing Silicone Joint Sealant for Portland Cement Concrete Pavements'.
- r. ASTM E119-12a, 'Standard Test Methods for Fire Tests of Building Construction and Materials'.

#### 3. Federal Specifications:

- a. Federal Specification TT-S-001543A (CON-NBS), 'Sealing Compound: Silicone Rubber Base (for Calking, Sealing & Glazing in Buildings and Other Structures)' (9 Jun 1971).
- b. TT-S-00230C (CON-NBS), 'Sealing compound: Elastomeric Type, Single Component (For Calking, Sealing, And Glazing In Buildings And Other Structures.' (2 Feb 1970).
- 4. Government Services Administration (GSA), Commercial Item Descriptions (CID):
  - a. GSA CID A-A-272A, 'Sealing Compound: Silicone Rubber Base (For Caulking, Sealing, and Glazing in Buildings and Other Structures)'.
  - b. GSA CID A-A-1556, 'Sealing Compound Elastomeric Type, Single Component (For Caulking, Sealing, and Glazing in Buildings and Other Structures)'.

#### 1.3 ADMINISTRATIVE REQUIREMENTS

#### A. Scheduling:

 Schedule work so waterproofing, water repellents and preservative finishes are installed after sealants, unless sealant manufacturer approves otherwise in writing. 2. Ensure sealants are cured before covering with other materials.

#### 1.4 SUBMITTALS

#### A. Action Submittals:

- Product Data:
  - a. Manufacturer's specifications and other data needed to prove compliance with the specified requirements.
  - b. Manufacturer's literature for each Product.
  - c. Schedule showing joints requiring sealants. Show also backing and primer to be used.

#### B. Informational Submittals:

- Certificates:
  - a. Manufacturer's Certificate:
    - Certify products are suitable for intended use and products meet or exceed specified requirements.
    - 2) Certificate from Manufacturer indicating date of manufacture.
- 2. Manufacturers' Instructions:
  - a. Manufacturer's installation recommendations for each Product.
  - Manufacturer's installation for completing sealant intersections when different materials are ioined.
  - Manufacturer's installation for removing existing sealants and preparing joints for new sealant.

#### 1.5 QUALITY ASSURANCE

#### A. Qualifications:

- 1. Manufacturer: Company specializing in manufacturing products specified in this section with minimum ten (10) years documented experience.
- 2. Applicator Qualifications:
  - a. Company specializing in performing work of this section.
  - b. Provide if requested, reference of projects with minimum three (3) years documented experience, minimum three (3) successfully completed projects of similar scope and complexity, and approved by manufacturer.
  - Designate one (1) individual as project foreman who shall be on site at all times during installation.

#### B. Preconstruction Testing:

1. Pre-construction testing is not required when sealant manufacturer can furnish data acceptable to Consultant based on previous testing for materials matching those of the Work.

#### C. Mockups:

- 1. Provide mockups including sealant and joint accessories to illustrate installation quality and color if requested by Consultant or Project Manager.
  - a. Incorporate accepted mockup as part of Work.

#### 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Delivery and Acceptance Requirements:
  - 1. Deliver and keep in original containers until ready for use.
  - 2. Inspect for damage or deteriorated materials.
- B. Storage and Handling Requirements:
  - 1. Handle, store, and apply materials in compliance with applicable regulations and material safety data sheets (MSDS).
  - 2. Handle to prevent inclusion of foreign matter, damage by water, or breakage.

- 3. Store in a cool dry location, but never under 40 deg F (4 deg C) or subjected to sustained temperatures exceeding 90 deg F (32 deg C) or as per Manufacturer's written recommendations.
- 4. Do use sealants that have exceeded shelf life of product.

#### 1.7 FIELD CONDITIONS

#### A. Ambient Conditions:

- 1. Do not install sealant during inclement weather or when such conditions are expected. Allow wet surfaces to dry.
- 2. Follow Manufacturer's temperature recommendations for installing sealants.

#### 1.8 WARRANTY

#### A. Manufacturer Warranty:

- Signed warranties against adhesive and cohesive failure of sealant and against infiltration of water and air through sealed joint for period of three (3) years from date of Substantial Completion.
  - a. Manufacturer's standard warranty covering sealant materials.
  - b. Applicator's standard warranty covering workmanship.

#### **PART 2 - PRODUCTS**

#### 2.1 SYSTEMS

#### A. Manufacturers:

- 1. Manufacturer Contact List:
  - a. Dow Corning Corp., Midland, MI www.dowcorning.com.
  - b. Franklin International, Inc. Columbus, OH www.titebond.com.
  - c. GE Sealants & Adhesives (see Momentive Performance Materials Inc.).
  - d. Laticrete International Inc., Bethany, CT www.laticrete.com.
  - e. Momentive Performance Materials Inc. (formally GE Sealants & Adhesives), Huntersville, NC www.ge.com/silicones.
  - f. Sherwin-Williams, Cleveland, OH www.sherwin-williams.com.
  - g. Sika Corporation, Lyndhurst, NJ <u>www.sikaconstruction.com</u> or Sika Canada Inc, Pointe Claire, QC <u>www.sika.ca</u>.
  - h. Tremco, Beachwood, OH <u>www.tremcosealants.com</u> or Tremco Ltd, Toronto, ON (800) 363-3213.

#### B. Materials:

- 1. Design Criteria:
  - a. Compliance: Meet or exceed requirements of these standards:
    - 1) ASTM C920: Elastomeric joint sealant performance standard.
    - 2) ASTM C639 or ASTM D2202: Flow (sag or slump).
    - 3) ASTM C661 or ASTM D2240: Durometer hardness (shore A).
    - 4) ASTM C679 or ASTM C794: Tack free time (peel strength).
    - 5) ASTM C719: Joint movement capability.
    - 6) ASTM 793: Effects of accelerated weathering.
    - 7) ASTM C1135 or ASTM D412: Tensile adhesion strength.
    - 8) ASTM C1184: Structural silicone sealants.
    - 9) ASTM C1248: Staining.
    - 10) ASTM D412: Modulus.
    - 11) ASTM D5893: Silicone Joint Sealant for Concrete Pavements.
    - 12) Federal Specification TT-S-001543A.
    - 13) Federal Specification TT-S-00230C.
    - 14) GSA CID A-A-272A.

- 15) GSA CID A-A-1556.
- b. Comply with Manufacturer's ambient condition requirements.
- c. Sealants must meet Manufacturer's shelf-life requirements.
- d. Sealants must adhere to and be compatible with specified substrates.
- e. Sealants shall be stable when exposed to UV, joint movements, and particular environment prevailing at project location.
- f. Primers (Concrete, stone, masonry, and other nonporous surfaces typically do not require a primer. Aluminum and other nonporous surfaces except glass require use of a primer. Installer Option to use Adhesion Test to determine if primer is required or use primer called out in related sections):
  - 1) Adhesion Test:
    - a) Apply silicone sealant to small area and perform adhesion test to determine if primer is required to achieve adequate adhesion. If necessary, apply primer at rate and in accordance with Manufacturer's instructions. See 'Field Quality Control' in Part 3 of this specification for Adhesive Test.
  - 2) If Primer required, shall not stain and shall be compatible with substrates.
  - 3) Allow primer to dry before applying sealant.
- 2. Sealants At Exterior Sheet Metal And Miscellaneous:
  - a. Description:
    - Weathersealing expansion, contraction, perimeter, and other movement joints which may include all or part of the following for project:
      - a) Flashings.
      - b) Gutters.
      - c) Penetrations in soffits and fascias.
      - d) Roof vents and flues.
      - e) Lightning protection componets.
  - b. Design Criteria:
    - 1) Meet following standards for Sealant:
      - a) ASTM C920: Type S Grade NS, Class 25 (min) Use A.
  - c. Category Four Approved Products. See Section 01 6200 for definitions of Categories:
    - 1) Dow Corning: 790 Silicone Building Sealant.
    - 2) Momentive Performance Materials (formerly, GE Sealants & Adhesives): GE SCS2350 Silicone Elastomeric Sealant.
    - 3) Tremco: Tremsil 600 Silicone Sealant.

#### **ACCESSORIES**

- C. Bond Breaker Tape:
  - 1. Pressure sensitive tape as by Sealant Manufacturer to suit application.
  - 2. Provide tape to prevent adhesion to joint fillers or joint surfaces at back of joint and allow sealant movement.
- D. Joint Backing:
  - 1. Comply with ASTM C1330.
  - 2. Flexible closed cell, non-gassing polyurethane or polyolefin rod or bond breaker tape as recommended by Sealant Manufacturer for joints being sealed.
  - 3. Oversized 25 to 50 percent larger than joint width.
- E. Joint Cleaner:
  - 1. Non-corrosive and non-staining type as recommended by Sealant Manufacturer, compatible with joint forming materials.
- F. Masking Tape:
  - Non-staining, non-absorbent tape product compatible with joint sealants and adjacent joint surfaces.

#### **PART 3 - EXECUTION**

#### 3.1 EXAMINATION

- A. Verification Of Conditions:
  - 1. Examine substrate surfaces and joint openings are ready to receive Work.
    - a. Verify each sealant is compatible for use with joint substrates.
    - b. Verify joint surfaces are clean and dry.
    - c. Ensure concrete surfaces are fully cured.
  - 2. Sealants provided shall meet Manufacturer's shelf-life requirements.
  - 3. Notify Consultant of unsuitable conditions in writing.
    - a. Do not proceed until unsatisfactory conditions are corrected.
  - 4. Commencement of Work by installer is considered acceptance of substrate.

#### 3.2 PREPARATION

#### A. Surface Preparation:

- 1. Remove existing joint sealant materials where specified.
  - a. Clean joint surfaces of residual sealant and other contaminates capable of affecting sealant bond to joint surface using manufacturer's recommended joint preparation methods.
  - b. Repair deteriorated or damaged substrates as recommended by Sealant Manufacturer to provide suitable substrate. Allow patching materials to cure.
- 2. Surfaces shall be clean, dry, free of dust, oil, grease, dew, or frost. Prepare substrates in accordance with Manufacturer's instructions:
  - a. Porous surfaces: Abrasive-clean followed by blasting with oil-free compressed air.
  - b. Nonporous surfaces: Use two-cloth solvent wipe in accordance with ASTM C1193.
  - c. High-pressure water cleaning: Exercise care that water does not enter through failed joints.
- 3. Field test joints in inconspicuous location.
  - a. Verify joint preparation and primer required to obtain optimum adhesion of sealants to joint substrate.
  - When test indicates sealant adhesion failure, modify joint preparation primer, or both and retest until joint passes sealant adhesion test.
- 4. Masking: Apply masking tape as required to protect adjacent surfaces and to ensure straight bead line and facilitate cleaning.

#### B. Joints:

- Prepare joints in accordance with ASTM C1193.
  - a. Clean joint surfaces of contaminates capable of affecting sealant bond to joint surface using Manufacturer's recommended instructions for joint preparation methods.
  - b. Remove dirt, dust, oils, wax, paints, and contamination capable of affecting primer and sealant bond.
  - c. Clean concrete joint surfaces to remove curing agents and form release agents.

#### C. Protection:

1. Protect elements surrounding the Work of this section from damage or disfiguration.

#### 3.3 APPLICATION

#### A. General:

- 1. Apply silicone sealant in accordance with Manufacturer's instructions.
- 2. Do not use damaged or deteriorated materials.
- 3. Install primer and sealants in accordance with ASTM C1193 and Manufacturer's instructions.
- 4. Apply primer where required for sealant adhesion.
- 5. Install sealants immediately after joint preparation.
- 6. Do not use silicone sealant as per the following:
  - a. Apply caulking/sealant at temperatures below 40 deg F (4 deg C).

- b. Below-grade applications.
- c. Brass and copper surfaces.
- d. Materials bleeding oils, plasticizers, and solvents.
- e. Structural glazing and adhesive.
- f. Surfaces to be immersed in water for prolonged time.

#### B. Joint Backing:

- Install joint backing to maintain sealant joint ratios recommended by Manufacturer.
- 2. Install without gaps, twisting, stretching, or puncturing backing material. Use gage to ensure uniform depth to achieve correct profile, coverage, and performance.
- 3. Rod for open joints shall be at least 1-1/2 times width of open joint and of thickness to give solid backing. Backing shall fill up joint so depth of sealant bite is no more than 3/8 inch (9.5 mm) deep.

#### C. Bond Breaker:

- 1. Install bond breaker where joint backing is not used or where backing is not feasible.
  - a. Apply bond-breaker tape in shallow joints as recommended by Sealant Manufacturer.

#### D. Sealant:

- 1. Apply sealant with hand-caulking gun with nozzle of proper size to fit joints. Use sufficient pressure to insure full contact to both sides of joint to full depth of joint. Apply sealants in vertical joints from bottom to top.
- 2. Fill joint opening to full and proper configuration.
- 3. Apply in continuous operation.
- 4. Tool joints immediately after application of sealant if required to achieve full bedding to substrate or to achieve smooth sealant surface. Tool joints in opposite direction from application direction, i.e., in vertical joints, from the top down. Do not 'wet tool' sealants.
- 5. Depth of sealant bite shall be 1/4 inch (6 mm) minimum and 1/2 inch (12.7 mm) maximum, but never more than one half or less than one fourth joint width.
- E. Caulk gaps between painted or coated substrates and unfinished or pre-finished substrates. Caulk gaps larger than 3/16 inch (5 mm) between painted or coated substrates.

#### 3.4 TOLERANCES

A. Provide joint tolerances in accordance with Manufacturer's printed instructions.

#### 3.5 FIELD QUALITY CONTROL

- A. Adhesion Test (Installer Option to use adhesion test to determine if primer is required).
  - 1. Perform adhesion tests in accordance with Manufacturer's instructions and ASTM C1193, Method A, Field-Applied Sealant joint Hand-Pull Tab:
    - a. Perform five (5) tests for first 1,000 linear feet (300 meters) of applied silicone sealant and one (1) test for each 1,000 linear feet (300 meters) seal thereafter or perform one (1) test per floor per building elevation minimum.
    - b. For sealants applied between dissimilar materials, test both sides of joints.
  - Sealants failing adhesion test shall be removed, substrates cleaned, sealants re-installed, and retesting performed.
  - 3. Maintain test log and submit report to Consultant indicating tests, locations, dates, results, and remedial actions.

#### 3.6 CLEANING

A. Remove masking tape and excess sealant.

- B. Clean adjacent materials, which have been soiled, immediately (before setting) as recommended by Manufacturer.
- C. Waste Management: Dispose of products in accordance with manufacturer's recommendation.

#### **END OF SECTION**

# EMISSIONS BUILDING ROOF REPLACEMENT

3255 N 150 W SPANISH FORK, UT 84660





Project Name ROOF REPLACEMENT EMMISSIONS BUILDING

Project for:

Utah County

HEART of UTAH

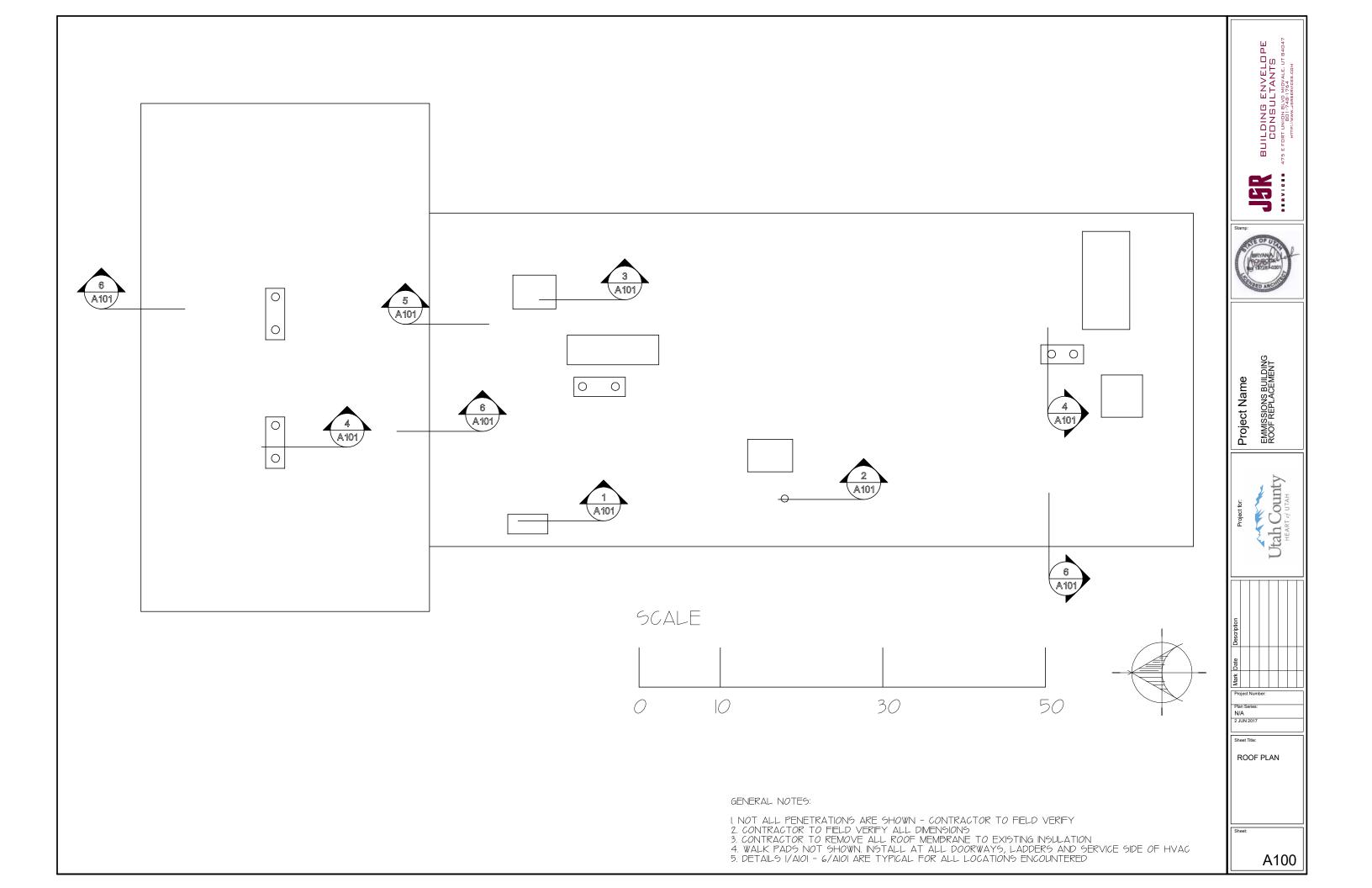
Project Number:

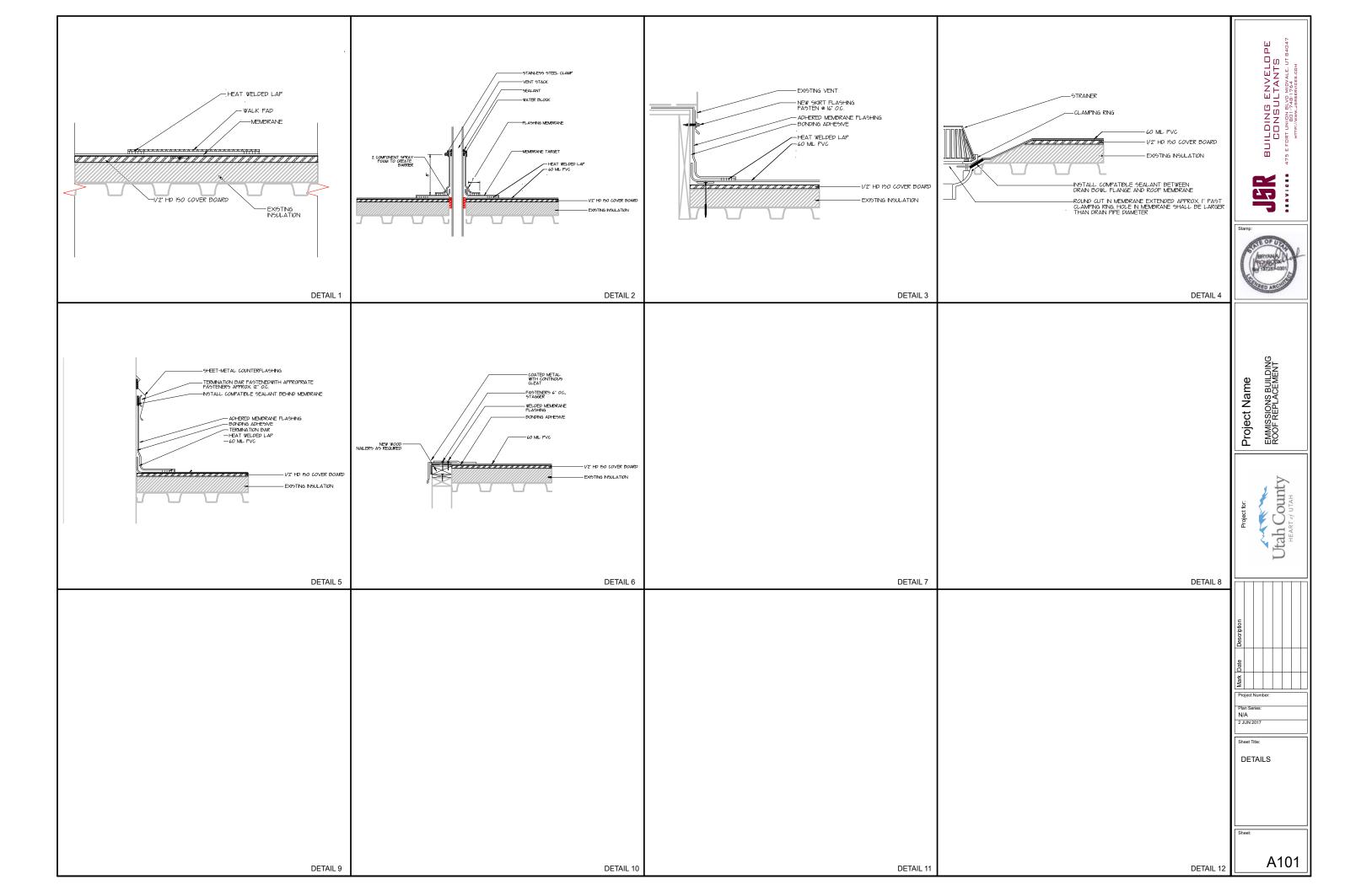
Project Numbe

COVER

Sheet:

T1





#### **ATTACHMENT B**

#### CONTRACTOR'S COST PROPOSAL

Company Name:		
Address:		
City, State, Zip:		
Phone:		
LUMP SUM BID:		
ITEM		TOTAL COST
Emissions Building Roof R	Replacement	\$
CERTIFICATION		
of this Invitation to Bid for Em	issions Building Roo ny company in respon	ree to all sections, Exhibits, and Attachments of Replacement. I further certify that the use to this Invitation, including the pricing and
	est interests of Utah	any or all bids, to waive minor irregularities County, and to negotiate a price for the terest 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:	
In this on Office: Home: Shop:	Othor
Is this an Office:, Home:, Shop:	mbor: (
Answering Machine: (), Emergency Number:	( )
Email Address:	<u> </u>
Eman 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:	
D&B D-U-N-S Number: How long has this company been in business: Yea	ars, and Months
Officers authorized to execute contracts:	
What would happen to your company in the event of the owner's a	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
If Yes, attach a written explanation.	

### CONTRCATOR INFORMATION FORM Page 2

If "yes" attach explanation.	TES		
Has your firm or any partner or o bankruptcy action? If "yes" attac	YES	NO	
Has your firm ever been listed on	YES	NO	
Are any of your firm's owners, of employees of Utah County or relations.	YES	NO	
FINANCIAL REFERENCES  1. Bank Name & Address			
	Phone		
2. Bank Name & Address			
	Phone		
CLIENT REFERENCES  1. Name: Address:	, Contact:, Phone: _		
2. Name:Address:			
3. Name:Address:			
4. Name:Address:			

#### **EXHIBIT B**

#### **CERTIFICATE OF NON-COLLUSION**

STATE OF UTAH	) )SS	Invitation to Bid for		
COUNTY OF UTAH	)	Emissions Building	Roof Replacement	
<u>AFFIDAVIT</u>				
The undersigned of law That as a condition pre-			n, disposes and says: th County project as above captioned,	
I				
I(owner	, partne	r, officer or delegate)		
				do
company have either dientering into any agrees by Utah County, with r  Signature  By:	rectly o ment, pa egard to	r indirectly restrained articipating in any coll	nowledge any member or members of members of members of members and competitive bidding on this production, or otherwise taking any action unargreement resulting therefrom.	ject by
		******	******	
Subscribed/sworn to be My Commission Expire Residing at	es			
			Seal	
By:				
Notary P				

# EXHIBIT C SAMPLE AGREEMENT

AGREEMENT I	VIA.	2017	
ACKEEMENT	NU.	4VI/-	

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: \_\_\_\_\_ WHEREAS, COUNTY desires to obtain materials and services for replacement of the roof of the Utah County Emissions Building, 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: 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. 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. 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 CONTRACTOR

Deputy Utah County Attorney

## ATTACHMENT A: UTAH COUNTY STANDARD TERMS AND CONDITIONS FOR CONSTRUCTION

#### 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

- 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

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.