

**CONTRACT DOCUMENTS**

**LANCASTER COUNTY  
NEBRASKA**

**Lancaster County DMV Roof Replacement (46th & R)  
Bid No. 19-114**

**White Castle Roofing & Gutters (White Castle  
Roofing & Contracting Inc.)  
P.O. Box 22133  
Lincoln, NE 68542  
(402) 423-1796**

**LANCASTER COUNTY, NEBRASKA  
CONTRACT TERMS**

THIS CONTRACT, made and entered into by and between **White Castle Roofing & Gutters (White Castle Roofing & Contracting Inc.), P.O. Box 22133, Lincoln, NE 68542**, hereinafter called the Contractor, and Lancaster County, Nebraska, a political subdivision of the State of Nebraska, hereinafter referred to as the County.

WHEREAS, the County has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

**Lancaster County DMV Roof Replacement (46th & R), Bid No. 19-114**

and

WHEREAS, the Contractor, in response to such advertisement, has submitted to the County, in the manner and at the time specified, a sealed Proposal/Supplier Response in accordance with the terms of said advertisement; and

WHEREAS, the County, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals/Supplier Responses submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract.

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the County have agreed and hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other construction accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute, construct, and complete all Work included in and covered by the County's award of this Contract to the Contractor, such award being based on the acceptance by the County of the Contractor's Proposal, or part thereof, as follows:

**Agreement to Line Items 1 and 2 of Contractors Proposal**

2. The County agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefor, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the County:

**The County will pay for products/services, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract, for a total of \$71,016.00.**

3. **EQUAL EMPLOYMENT OPPORTUNITY:** In connection with the carrying out of this project, the Contractor shall not discriminate against any employee, applicant for employment, or any other person because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

4. E-VERIFY: In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.
5. GUARANTEE: A performance and payment bond in the full amount of the contract shall be required for all construction contracts. These bonds shall remain in effect during the guarantee period as stated in the specifications. Once the project is completed, the contractor may submit a maintenance bond in place of the performance bond.
- 6a. TERMINATION FOR CAUSE:
- a) The County may terminate the Contract if the Contractor:
    - 1. Refuses or fails to supply enough properly skilled workers or proper materials;
    - 2. Fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
    - 3. Disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
    - 4. Otherwise commits a substantial breach of any provision of the Contract Documents.
  - b) When any of the above reasons exist, the County without prejudice to any other rights or remedies of the County may (after giving the Contractor and the Contractor's surety, if any, seven days' written notice) terminate employment of the Contractor. In addition the County may (subject to any prior rights of the surety):
    - 1. Take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
    - 2. Accept assignment of subcontracts; and
    - 3. Finish the Work by whatever reasonable method the County may deem expedient.
  - c) If the Contract is terminated by County as provided in this section, Contractor shall not be entitled to receive any further payment until the expiration of 35 days after Final Completion and acceptance of all Work by County.
  - d) If the unpaid balance of the Contract Sum exceeds the cost of completing the Work, including all additional costs and expenses made necessary thereby, including costs for County staff time, plus all losses sustained, including any liquidated damages provided under the Contract Documents, such excess shall be paid to Contractor. If such costs, expenses, losses, and liquidated damages exceed the unpaid balance of the Contract Sum, Contractor shall pay such excess to County.
  - e) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination has been issued for the convenience of the County.
  - f) No termination or action taken by County after termination shall prejudice any other rights or remedies of County provided by law or by the Contract Documents upon such termination; and County may proceed against Contractor to recover all losses suffered by County.
6. TERMINATION BY THE COUNTY FOR CONVENIENCE:
- a) The County may at its option, terminate this Contract in whole or in part at any time without cause by written notice thereof to the Contractor.
  - b) Upon any such termination, the Contractor agrees to waive any claims for damages, including loss of anticipated profits, on account thereof, and as the sole right and remedy

of the Contractor, the County shall pay Contractor in accordance with this Paragraph. The provisions of the Contract which by their nature survive final acceptance of the Work, shall remain in full force and effect after such termination to the extent provided in such provisions.

- c) Upon receipt of any such notice of termination, the Contractor shall, unless the Notice directs otherwise, immediately:
    - 1. Discontinue the Work to the extent specified by the County;
    - 2. Place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of that portion of the Work, if any, the County has directed not to be discontinued;
    - 3. Promptly make every reasonable effort to procure cancellation upon satisfactory terms as determined by the County of all orders and subcontracts not related to that portion of the Work, if any, the County has directed not to be discontinued;
    - 4. Do only such other activity as may be necessary to preserve and protect work already in progress and to protect materials and plants and equipment on the Project Site or in transit thereto.
  - d) Upon such termination, the obligations of the Contract shall continue as to portions of the Work already performed and as to bona fide obligations the Contractor assumed prior to the date of termination.
  - e) Upon termination, the County shall pay the Contractor the full cost of all Work properly done by the Contractor to the date of termination not previously paid for by the County. If at the date of such termination the Contractor has properly prepared or fabricated off site any goods for subsequent incorporation in the Work, the County may direct the Contractor to deliver such goods to the Site or to such other place as the County may reasonably determine, whereupon the County shall pay to the Contractor the cost for such goods and materials.
  - f) Upon such termination, County shall pay to Contractor the sum of the following:
    - 1. The amount of the Contract Sum allocable to the portion of the Work properly performed by Contractor as of the date of termination, less sums previously paid to Contractor.
    - 2. Previously unpaid costs of any items delivered to the Project site which were fabricated for subsequent incorporation in the Work.
    - 3. Any proven losses with respect to materials and equipment directly resulting from such termination.
    - 4. Reasonable demobilization costs.
  - g) The above payment shall be the sole and exclusive remedy to which Contractor is entitled in the event of termination of the Contract by County pursuant to this provision; and Contractor will be entitled to no other compensation or damages and expressly waives same.
7. **INDEPENDENT CONTRACTOR:** It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the County and employees of the County shall not be deemed to be employees of the Contractor. The Contractor and the County shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the County's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
8. **PERIOD OF PERFORMANCE:** The work included in this Contract shall begin as soon as possible from date of executed contract. The completion shall be substantially complete on or before June 14, 2019 and completed and ready for final payment in accordance with the General Conditions on or before June 28, 2019.
9. **ASSIGNMENT:** Contractor shall not assign its duties and responsibilities under this Contract without the express written permission of the County.

10. Notwithstanding anything contrary to the Contract Terms, the attached documents comprise the Contract, and consist of the following:

1. Contract Terms
2. Accepted Proposal
3. Insurance Certificate with Endorsements
4. Addendum's 1 and 2
5. General Requirements
6. Specifications
7. Drawings
8. Instructions to Bidders
9. Insurance Requirements
10. Employee Classification Act Requirements
11. Construction Bonds
12. Sales Tax Exemption Forms 13 & 17
13. Notice to Bidders

The herein above mentioned Contract Documents form this Contract and are a part of the Contract as if hereto attached. Said documents which are not attached to this document may be viewed at: [lincoln.ne.gov](http://lincoln.ne.gov) - Keyword: Bid - Awarded or Closed bids.

This Contract contains the complete and entire Contract between the parties and may not be altered or amended except in writing executed, making specific references to this Contract, by a duly authorized officer of the Contractor and by a duly authorized official of the County.

The Contractor and the County hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the County do hereby execute this contract upon completion of signature on:

Vendor Signature Page  
Lancaster County Signature Page

**Vendor Signature Page**

**CONTRACT**  
**Lancaster County DMV Roof Replacement (46th & R)**  
**Bid No. 19-114**  
**Lancaster County**  
**White Castle Roofing & Gutters (White Castle Roofing & Contracting Inc.)**

**EXECUTION BY CONTRACTOR**

**IF A CORPORATION:**

Attest:

Mike Hansch Seal  
Secretary

White Castle Roofing & Contracting Inc  
Name of Corporation

11501 S 21<sup>ST</sup> ST Roca NE 68930  
Address

By: [Signature]  
Duly Authorized Official

Director of Commercial  
Legal Title of Official

**IF OTHER TYPE OF ORGANIZATION:**

\_\_\_\_\_  
Name of Organization

\_\_\_\_\_  
Type of Organization

\_\_\_\_\_  
Address

By: \_\_\_\_\_  
Member

By: \_\_\_\_\_  
Member

**IF AN INDIVIDUAL:**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature

**Lancaster County Signature Page**

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**CONTRACT**  
**Lancaster County DMV Roof Replacement (46th & R)**  
**Bid No. 19-114**  
**Lancaster County**  
**White Castle Roofing & Gutters (White Castle Roofing & Contracting Inc.)**

**EXECUTION BY LANCASTER COUNTY, NEBRASKA**

Contract Approved as to Form:

The Board of County Commissioners of  
Lancaster, Nebraska

\_\_\_\_\_  
Deputy Lancaster County Attorney

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\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

dated \_\_\_\_\_

#### A. GENERAL INFORMATION

There are two types of construction bonds that are required by statutes for public work in many jurisdictions and are widely used for other projects as well.

Construction Performance Bond  
Construction Payment Bond

The Construction Performance Bond is an instrument that is used to assure the availability of funds to complete the construction.

The Construction Payment Bond is an instrument that is used to assure the availability of sufficient funds to pay for labor, materials and equipment used in the construction. For public work the Construction Payment Bond provides rights of recovery for workers and suppliers similar to their rights under the mechanics lien laws applying to private work.

The objective underlying the re-writing of construction bond forms was to make them more understandable to provide guidance to users. The intention was to define the rights and responsibilities of the parties, without changing the traditional rights and responsibilities that have been decided by the courts. The new bond forms provide helpful guidance regarding time periods for various notices and actions and clarify the extent of available remedies.

The concept of pre-default meeting has been incorporated into the Construction Performance Bond. All of the participants favored early and informal resolution of the problems that may precipitate a default, but some Surety companies were reluctant to participate in pre-default settings absent specific authorization in the bond form.

The responsibilities of the Owner and the options available to the Surety when a default occurs are set forth in the Construction Performance Bond. Procedures for making a claim under the Construction Payment Bond are set forth in the form.

EJCDC recommends the use of two separate bonds rather than a combined form. Normally the amount of each bond is 100 percent of the contract amount. The bonds have different purposes and are separate and distinct obligations of the Surety. The Surety Association reports that the usual practice is to charge a single premium for both bonds and there is no reduction in premium for using a combined form or for issuing one bond without the other.

#### B. COMPLETING THE FORMS

Bonds have important legal consequences; consultation with an attorney and a bond specialist is encouraged with respect to federal, state and local laws applicable to bonds and with respect to completing or modifying the bond forms.

Both bond forms have a similar format and the information to be filled in is ordinarily the same on both bonds. If modification is necessary, the modifications may be different.

The bond forms are prepared for execution by the Contractor and the Surety. Evidence of authority to bind the Surety is usually provided in the form of a power of attorney designating the agent who is authorized to sign on behalf of the Surety. The power of attorney should be filed with the signed bonds.

Each bond must be executed separately since they cover separate and distinct obligations.

Preferably the bond date should be the same date as the contract, but in no case should the bond date precede the date of the contract.



Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

White Castle Roofing & Gutters (White Castle Roofing & Contracting Inc.)  
P.O. Box 22133  
Lincoln, NE 68542

SURETY (Name and Principal Place of Business):

United Fire & Casualty Company  
118 Second Avenue SE  
P.O. Box 73909  
Cedar Rapids, IA 52407

Owner (Name and Address):

Lancaster County  
555 South 10th St.  
Lincoln, NE 68508

CONSTRUCTION CONTRACT

Date:  
Amount: \$71,016.00

Description (Name and Location):

**For all labor, material and equipment necessary for Lancaster County DMV Roof Replacement (46th & R), Bid No. 19-114.**

BOND

Date:  
Amount: \$71,016.00

Modifications to this Bond Form: None

CONTRACTOR AS PRINCIPAL

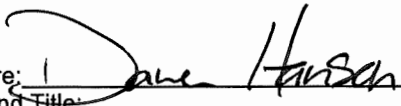
Company: (Corp. Seal)

White Castle Roofing & Gutters (White Castle Roofing & Contracting Inc.)  
P.O. Box 22133  
Lincoln, NE 68542

SURETY

Company: (Corp. Seal)

United Fire & Casualty Company  
118 Second Avenue SE  
P.O. Box 73909  
Cedar Rapids, IA 52407

Signature:   
Name and Title:

Signature:   
Name and Title: Mary E. Kent, Attorney in Fact

1. The Contractor and the Surety, jointly and severally, bind themselves their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
  - 3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below, that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default and
  - 3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Sub-paragraph 3.1; and
  - 3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.
4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - 4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract, or
  - 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
  - 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default, or
  - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
    1. After investigation, determine the amount for which it may be liable to the Owner and as soon as practicable after the amount is determined tender payment therefor to the Owner; or
    2. Deny liability in whole or in part and notify the Owner citing reasons therefor.
5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4 and the Owner refuses payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:
  - 6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
  - 6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and
  - 6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.
8. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related sub-contracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Definitions.
  - 12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
  - 12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
  - 12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.
  - 12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

White Castle Roofing & Gutters (White Castle Roofing & Contracting Inc.)  
P.O. Box 22133  
Lincoln, NE 68542

Owner (Name and Address):

Lancaster County  
555 South 10th St.  
Lincoln, NE 68508

SURETY (Name and Principal Place Of Business):

United Fire & Casualty Company  
118 Second Avenue SE  
P.O. Box 73909  
Cedar Rapids, IA 52407

CONSTRUCTION CONTRACT

Date:  
Amount: \$71,016.00

Description (Name and Location):

**For all labor, material and equipment necessary for Lancaster County DMV Roof Replacement (46th & R), Bid No. 19-114.**

BOND

Date:  
Amount: \$71,016.00

Modifications to this Bond Form: None

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

White Castle Roofing & Gutters (White Castle Roofing & Contracting Inc.)  
P.O. Box 22133  
Lincoln, NE 68542

Signature: Dane Hansen  
Name and Title:

SURETY

Company: (Corp. Seal)

United Fire & Casualty Company  
118 Second Avenue SE  
P.O. Box 73909  
Cedar Rapids, IA 52407

Signature: Mary E Kent  
Name and Title: Mary E. Kent, Attorney in Fact

EJCDC NO. 1910-28B (1984 Edition)  
Prepared through the joint efforts of The Surety Assoc. of America, Engineers' Joint Contract Documents Committee, The Associated General Contractors of America, and the American Institute of Architects.

1. The Contractor and the Surety, jointly and severally, bind themselves their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.
2. With respect to the Owner, this obligation shall be null and void if the Contractor:
  - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
  - 2.2 Defends, indemnifies and holds harmless the Owner from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
4. The Surety shall have no obligation to Claimants under this Bond until:
  - 4.1 Claimants who do not have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof to the Owner, stating that a claim is being made under this Bond and with substantial accuracy the amount of the claim.
  - 4.2 Claimants who do not have a direct contract with the Contractor:
    1. Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed, and
    2. Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
    3. Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.
5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.
6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
  - 6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
  - 6.2 Pay or arrange for payment of any undisputed amounts.
7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
8. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond.

- By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to the funds for the completion of the work.
9. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
  10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
  11. No suite or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.1 (iii), or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
  12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
  13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory bond and not as a common law bond.
  14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
  15. DEFINITIONS
    - 15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials, or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
    - 15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
    - 15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA  
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX  
 FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA  
**CERTIFIED COPY OF POWER OF ATTORNEY**  
 (original on file at Home Office of Company – See Certification)

Inquiries: Surety Department  
 118 Second Ave SE  
 Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

ROBERT L. REYNOLDS, ROBERT A. WICK, MARY E. KENT, THOMAS A. COCKLE, CHRISTOPHER T. BOND, TRACY ABBOTT, PATRICIA A. HELLRIEGEL, MICHAEL T. GREGO, RENEE HENNINGS, REBEKAH L. RAY, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$25,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 17th day of November, 2019 unless sooner revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

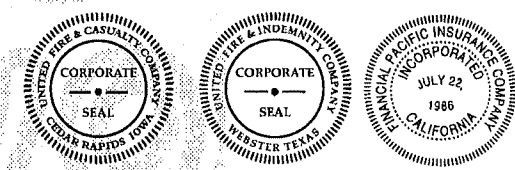
**“Article VI – Surety Bonds and Undertakings”**

Section 2, Appointment of Attorney-in-Fact. “The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 17th day of November, 2017

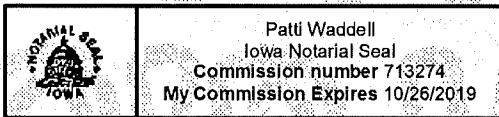
UNITED FIRE & CASUALTY COMPANY  
 UNITED FIRE & INDEMNITY COMPANY  
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richman*  
 Vice President



State of Iowa, County of Linn, ss:

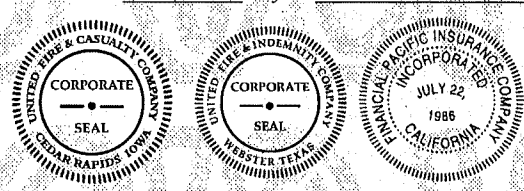
On 17th day of November, 2017, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say, that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



*Patti Waddell*  
 Notary Public  
 My commission expires: 10/26/2019

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.



By: *Mary A. Bertsch*  
 Assistant Secretary,  
 UF&C & UF&I & FPIC

**Certified Statement Pursuant to Neb. Rev. Stat. § 77-1323**

§ 77-1323 Every person, partnership, limited liability company, association, or corporation furnishing labor or material in the repair, alteration, improvement, erection, or construction of any public improvement shall furnish a certified statement to be attached to the contract that all equipment to be used on the project, except that acquired since the assessment date, has been assessed for taxation for the current year, giving the county where assessed.

Pursuant to Neb. Rev. Stat. § 77-1323, I, Dustin Williams, do hereby certify that all equipment to be used on County Bid No. 19-114, except that equipment acquired since the assessment date, has been assessed for taxation for the current year, in Lancaster County, Nebraska.

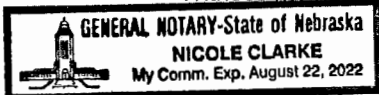
DATED this 13 day of May, 2019.

By: [Signature]  
Title: Director of Commercial

STATE OF NEBRASKA )  
COUNTY OF Lancaster )ss.  
)

On May 13<sup>th</sup>, 2019, before me, the undersigned Notary Public duly commissioned for and qualified in said County, personally came Dustin Williams, to me known to be the identical person, whose name is affixed to the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.



(SEAL)

[Signature] Notary Public

**EMPLOYEE CLASSIFICATION ACT AFFIDAVIT**

For the purposes of complying with THE NEBRASKA EMPLOYEE CLASSIFICATION ACT, Nebraska Revised Statutes 48-2901 to 48-2912 and City of Lincoln Executive Order 083319,

I, DUSTIN WILLIAMS, herein below known as the Contractor, state under oath and swear as follows:

- 1. Each individual performing services for the Contractor is properly classified under the Employee Classification Act.
- 2. The Contractor has completed a federal I-9 immigration form and has such form on file for each employee performing services.
- 3. The Contractor has complied with Neb Rev Stat 4-114.
- 4. The Contractor has no reasonable basis to believe that any individual performing services for the Contractor is an undocumented worker.
- 5. The Contractor is not barred from contracting with the state or any political subdivision pursuant to NRS 48-2912 of this Act.
- 6. As the Contractor I understand that pursuant to the Employee Classification Act a violation of the Act by a contractor is grounds for rescission of the contract by Lancaster County. I understand that pursuant to the Act any contractor who knowingly provides a false affidavit may be subject to criminal penalties and upon a second or subsequent violation shall be barred from contracting with Lancaster County for a period of three years after the date of discovery of the falsehood.

I hereby affirm and swear that the statements and information provided on this affidavit are true, complete and accurate. The undersigned person does hereby agree and represent that he or she is legally capable to sign this affidavit and to lawfully bind the Contractor to this affidavit.

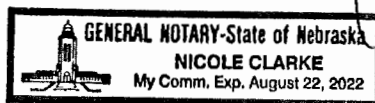
PRINT NAME: Dustin J Williams  
(First, Middle, Last)

SIGNATURE: [Handwritten Signature]

TITLE: Director of Commercial

State of Nebraska )  
  ) ss.  
County of Lancaster )

This affidavit was signed and sworn to before me, the undersigned Notary Public, on this 13<sup>th</sup> day of May, 2019.



[Handwritten Signature]  
Notary Public

# City of Lincoln/Lancaster County (Lincoln Purchasing) Supplier Response

Bid Information		Contact Information		Ship to Information	
Bid Creator	Sharon Mulder Asst Purchasing Agent	Address	Purchasing 440 S. 8th St. Lincoln, NE 68508	Address	County Treasurer 625 N. 46th St. Lincoln, NE 68503
Email	smulder@lincoln.ne.gov	Contact	Sharon Mulder Asst Purchasing Agent	Contact	
Phone	(402) 441-7428				
Fax	(402) 441-6513				
Bid Number	19-114 Addendum 2	Department		Department	
Title	Lancaster County DMV Roof Replacement (46th & R)	Building	Suite 200	Building	
Bid Type	Bid	Floor/Room		Floor/Room	
Issue Date	4/12/2019 12:01 PM (CT)	Telephone	(402) 441-7428	Telephone	
Close Date	4/26/2019 12:00:00 PM (CT)	Fax	(402) 441-6513	Fax	
		Email	smulder@lincoln.ne.gov	Email	

## Supplier Information

Company	White Castle Roofing & Gutters (White Castle Roofing & Contracting Inc.)
Address	P.O. Box 22133  Lincoln, NE 68542
Contact	Dane Hansen
Department	
Building	
Floor/Room	
Telephone	(402) 423-1796
Fax	(402) 423-1796
Email	Whitecastleroofing@bluebottle.com
Submitted	4/26/2019 11:42:06 AM (CT)
Total	\$71,016.00

By submitting your response, you certify that you are authorized to represent and bind your company.

Signature Dustin Williams

Email dustin@whitecastleroofing.com

## Supplier Notes

## Bid Notes

## Bid Activities

## Bid Messages

## Bid Attributes



Please review the following and respond where necessary

#	Name	Note	Response
1	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
2	Insurance Requirements and Endorsements	Vendor agrees to provide insurance coverage for each checked box on the Insurance Clause document in the Bid Attachments including the submission of the Certificate of ACORD and the applicable endorsements.  Insurance Certificate and required Endorsements are required at time of contract execution by the vendor.  Vendors are strongly encouraged to send the insurance requirements and endorsement information to their insurance agent prior to bid close in order to expedite the contract execution process.	Yes
3	Specifications	I acknowledge reading and understanding the specifications.	Yes
4	Drawings	I acknowledge reading and understanding the Project Drawings.	Yes
5	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
6	Standard Specifications for Municipal Construction	I acknowledge reading and understanding the current City of Lincoln Standard Specifications for Municipal Construction and Lincoln Standard Plans (including General Provisions and Requirements, and Material and Construction Specifications) View at: <a href="http://www.lincoln.ne.gov/city/pworks/engine/dconst/standard/stndspec/index.htm">http://www.lincoln.ne.gov/city/pworks/engine/dconst/standard/stndspec/index.htm</a>	Yes
7	Contact	Name of person submitting this bid:	Dustin Williams
8	Bid Bond Submission - County	I acknowledge and understand that my bid will not be considered unless a bid bond or certified check in the sum of five percent (5%) of the total amount of the bid is made payable to the order of the Lancaster County Treasurer as a guarantee of good faith prior to the bid opening. The bid security may be scanned and attached to the 'Response Attachments' section of your response or faxed to the Purchasing Office (402)441-6513. The original bond/check must then be received in the Purchasing Office, 440 S. 8th Street, Ste. 200, Lincoln, NE 68508 within three (3) days of bid closing. Failure to submit bid bond within three (3) days may result in rejection of bid.  YOU MUST INDICATE YOUR METHOD OF BID BOND SUBMISSION IN BOX TO RIGHT!	I have scanned and attached my bid bond.
9	Performance/Payment Bonds	I acknowledge that a Performance Bond and a Payment Bond each in the amount of 100% of the Contract amount will be required with the signed contract upon award of this project.	Yes
10	Special Provision Term Contract Provisions	I acknowledge reading and understanding the Special Provision Term Contract Provisions.	Yes
11	Employee Class Act EO	I acknowledge reading and understanding the Employee Classification Act, Executive Order 83319.	Yes

12	Employee Class Act Affidavit	I acknowledge if awarded the contract I will abide by the law, notarize and attach the Employee Classification Act Affidavit to my contract.	Yes
13	References	I have attached my References on Company letterhead to the Response Attachment section of this bid.	Yes
14	Bid Documents	I acknowledge and accept that it is my responsibility as a Bidder to promptly notify the Purchasing Department Staff prior to the close of the bid of any ambiguity, inconsistency or error which I may discover upon examination of the bid documents including, but not limited to the Specifications.	Yes
15	Tax Exempt Certification Forms	Materials being purchased in this bid are tax exempt and unit prices are reflected as such. A Purchasing Agent Appointment form and a Exempt Sales Certificate form shall be issued with contract documents. (Note: State Tax Law does not provide for sales tax exemption for proprietary functions for government, thereby excluding the purchases of pipes to be installed in water lines and purchase of water meters.)	Yes
16	U.S. Citizenship Attestation	<p>Is your company legally considered an Individual or Sole Proprietor: YES or NO</p> <p>NO</p> <p>As a Vendor who is legally considered an Individual or a Sole Proprietor I hereby understand and agree to comply with the requirements of the United States Citizenship Attestation Form, available at:  <a href="http://www.sos.ne.gov/business/notary/citizenforminfo.html">http://www.sos.ne.gov/business/notary/citizenforminfo.html</a></p> <p>All awarded Vendors who are legally considered an Individual or a Sole Proprietor must complete the form and submit it with contract documents at time of execution.</p> <p>If a Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.</p> <p>Vendor further understands and agrees that lawful presence in the United States is required and the Vendor may be disqualified or the Contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. 4-108.</p>	NO
17	Electronic Signature	Please check here for your electronic signature.	Yes
18	Agreement to Addendum No. 1	<p>Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid.</p> <p>Reason: See Bid Attachments section for Addendum information.</p>	Yes
19	Warranty	I have read and acknowledge that I have attached warranty information per specifications in Section 073113 and 075323 in the Vendor's Response Attachment Section of the Ebid.	Yes
20	Roof Insulation Replacement Unit Price	Please specify your unit price with the unit of measure being: COST PER BOARD FOOT.	Cost Per Board Ft (Per Inch of Insulation Replaced): \$.91 Or \$91.20 per 100 sq feet of 1" thick insulation. 3.5" Thick Insulation is required for an R-20 so \$319.20 per 100 square foot.

21 Agreement to Addendum No. 2

Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information. Yes

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## Line Items

#	Qty	UOM	Description	Response
1	1	Lump Sum	Base Bid: 60-mil Fully Adhered EPDM Roof System as indicated on Drawing A100 (NOTE: Existing roof is a two (2) roofing system)	\$75,946
Item Notes: Per specifications Section 075323 "ETHYLENE-PROPYLENE-DIENEMONOMER (EPDM) ROOFING				
Supplier Notes:				
2	1	Lump Sum	Optional DEDUCT Alternate: Ballasted EPDM Roofing System in lieu of Adhered System	-\$4,930
Item Notes: Amount entered shall begin with the minus sign.				
Supplier Notes: Deduct to provide a ballasted EPDM roof system with 1/2" fan fold EPS insulation as approved cover board. 1/2" Fan Fold insulation is required to get the 20 year manufactures warranty. Roof will also come with a 72 MPH wind warranty as that is the highest standard wind warranty available with ballasted roof systems.				
Alt 1	1	Lump Sum	Alt Spec: VOLUNTARY ALTERNATE - Optional Deduct Option - Provide GAF Timberline HD shingles in lieu of GAF Slateline shingles requested via specification. Warranty remains the same as Slateline Shingle.	-16,652.00
Alt Manufacturer: GAF Alt Manufacturer #: Timberline HD				
Item Notes: Amount entered shall begin with the minus sign.				
Supplier Notes:				
			Response Total:	\$71,016.00

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/10/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> UNICO Group, Inc. 1128 Lincoln Mall Suite 200 Lincoln NE 68508	<b>CONTACT NAME:</b> Mary Kent <b>PHONE (A/C, No, Ext):</b> (402)434-7200 <b>E-MAIL ADDRESS:</b> mkent@unicogroup.com	<b>FAX (A/C, No):</b> (402)434-7272	
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> White Castle Roofing & Contracting Inc. PO Box 22133 Lincoln NE 68542-2133	<b>INSURER A:</b> Midwest Family Mutual Ins Co.		23574
	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
	<b>INSURER F:</b>		

**COVERAGES**                      **CERTIFICATE NUMBER:** 19-20 GL,AU,WC,UMB                      **REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ACNE0560087486	03/01/2019	03/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> OTHER:			CANE0560087487	03/01/2019	03/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUNE0560087489	03/01/2019	03/01/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCNE0560087488	03/01/2019	03/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Re: For all labor, material and equipment necessary for Lancaster County DMV Roof Replacement (46th & R), Bid No. 19-114. The General Liability policy and Business Auto Liability includes a blanket automatic additional insured endorsement that provides additional insured status only when there is a written contract between the named insured and the certificate holder/entity(ies) that require such status prior to a loss. The blanket additional insured endorsement provides additional insured status for the City of Lincoln, Lancaster County, and Lincoln Lancaster County Public Building Commission when required by the written contract. The General liability policy includes a waiver of subrogation endorsement as required by written contract with the named insured prior to a loss.

**CERTIFICATE HOLDER**                      **CANCELLATION**

Lancaster County 555 South 10th Street Lincoln NE 68508	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**BLANKET ADDITIONAL INSURED –  
PRIMARY AND NON-CONTRIBUTORY**

This endorsement modifies insurance provided under the Businessowners Coverage Form.

- A. Section C "Who Is An Insured" is amended as follows:
3. Insured is amended to include as an insured any person or organization who you are required to add as an additional insured on this policy under a written contract or a written agreement, but only with respect to liability for bodily injury, property damage or personal and advertising injury cause in whole or in part by:
    1. Your acts or omissions; or
    2. The acts or omissions of those acting on your behalf; and resulting from;
      - a. Your ongoing operations performed for the additional insured
      - b. Your work completed as included in the products completed operations hazard performed for the additional insured.
- B. However, regarding of provisions A above:
1. We will not extend insurance coverage to any additional insured or organization
    - a. That is not provided to you in this policy; or
    - b. That is any broader coverage than you are required to provide to the additional insured person or organization in the written contract or written agreement.
  2. We will not provide Limits of Insurance to any additional insured or organization that exceed the lower of:
    - a. The Limits of Insurance provided to you in this policy; or
    - b. The Limits of Insurance you are required to provide in the written contract or written agreement.
- C. The insurance provided to the additional insured person or organization does not apply: Bodily injury, property damage, or personal and advertising injury arising out of our rendering of, or the failure to render, any professional architectural, engineering or surveying services including:
1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change of orders or drawings and specifications; and
  2. Supervisory inspection, architectural or engineering activities
- D. For the coverage provided by this endorsement:
1. The insurance is primary insurance as respects our coverage for the additional insured person or organization where the written contract or written agreement requires this insurance by primary and non-contributory. In that event, we will not seek contribution from any other insurance policy available to the additional insured on which the additional insured person or organization is a Named Insured.
  2. This insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured by attachment of an endorsement to another policy providing coverage for the same occurrence, claim or suit. This provision does not apply to any policy which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

## Form Schedule

Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue:

## FORMS APPLICABLE TO ALL PREMISES AND COVERAGES

Form	Edition	Description	Loc Item	Ded	Limit	Premium
MFM ML1	04-05	Amendatory Endorsement #1				
MFM ML2	04-05	Amendatory Endorsement #2				
MFM ML3	04-05	Amendatory Endorsement #3				
MFM ML9	04-05	Amendatory Endorsement #9				
COC-ART	07-15	Artisan Contractor Forms				
ART-0607	01-16	Work Performed Exclusion				
BOP05 15	01-15	Disclosure Pursuant to Terrorism Risk Ins Act				
BPG417	01-10	Employment-Related Practices Exclusion				
BPG418	06-89	Amendment-Liquor Liability Exclusion				
BPG517	01-06	Exclusion - Silica or Silica-Related Dust				
HP1408	01-10	Excl - Exterior Insulation and Finish Systems				
HP 00 03	01-10	Businessowners Coverage Form				
BP 01 12	01-10	Nebraska Changes				
BP 05 01	07-02	Calculation of Premium				
BP 05 23	01-15	Cap Losses from Certified Acts of Terrorism				
BP 05 77	01-06	Fungi or Bacteria Exclusion (Liability)				
BP 15 04	05-14	Excl - Access/Disclosure of Confidential Info				
BPG526M	01-16	Excl of Certified Acts of Terrorism Inv N/B/C				
MFM 001	01-18	Policyholder Notice				
MFMACC17	03-16	Limited Exclusion - Wrap-Up Insurance Program				
MFMSP-02	09-15	Asbestos Exclusion				
PRIV NTC	07-01	Privacy Policy Notice				
ART 0020	08-16	Contractors Advantage Endorsement				
BOP0026	01-16	Equipment Breakdown Coverage				
BPG498	01-10	Employee Benefits Liability				
BPG547	07-13	Computer Fraud and Funds Transfer Fraud				
HP0704	01-06	Business Liab Covg - PD Deductible (Per Occ)				
BP 07 02	07-02	Amendment - Agg Limits of Ins (Per Project)				
BPI483M	01-16	Employee Dishonesty Coverage				
MFM CLOC	04-15	Cyber Liability - MFM NetGuard Plus				

Form	Edition	Description	Loc Item	Ded	Limit	Premium
MEMAC004	03-13	Buy Back of Work Performed Exclusion				
MEMAC009	01-15	Blanket Addl Insured - Primary and Non-Cont				
MEMAC010	01-16	Blanket Waiver of Subrogation Contractors Installation				
MEMAC015	01-15	Coverage	ALT.			
		Max Limit per Location: 100000				
		Max Limit in Transit: 100000				
		Max Limit all Locations: 100000				



**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement  
Insured

Effective Policy No.

Endorsement No.  
Premium

Insurance Company

Countersigned by \_\_\_\_\_

Form	Edition	Description	Ded	Limit	Premium
MF MIL004	07-10	Earlier Notice of Cancellation/NonRenewal			
MF MIL004	07-10	Earlier Notice of Cancellation/NonRenewal			
WC000308	04-84	Partners/Officer/Other Exclusion			
WC000313	04-84	Waiver of Our Right to Recover from Others BLANKET WAIVER OF SUBROGATION APPLIES			

WC 00 00 01-18

MIDWEST FAMILY MUTUAL INSURANCE COMPANY  
INSURED: WHITE CASTLE ROOFING AND CONTRACTING  
POLICY NUMBER: CANE0560087487

BLANKET ADDITIONAL INSURED BY CONTRACT

THE ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE  
FOLLOWING:

BUSINESS AUTO COVERAGE FORM

THIS ENDORSEMENT CHANGES THE POLICY EFFECTIVE ON THE  
INCEPTION DATE OF THE POLICY UNLESS ANOTHER DATE IS  
INDICATED.

WITH RESPECT TO COVERAGE PROVIDED BY THIS ENDORSEMENT, THE  
PROVISIONS OF THE COVERAGE FORM APPLY UNLESS MODIFIED BY  
THE ENDORSEMENT.

SECTION II LIABILITY COVERAGE, A COVERAGE 1. WHO IS AN  
INSURED IS AMENDED TO INCLUDE AS AN INSURED ANY PERSON OR  
ORGANIZATION WITH WHICH YOU HAVE AGREED IN A VALID WRITTEN  
CONTRACT TO PROVIDE INSURANCE AS AFFORDED BY THIS POLICY.

THIS PROVISION IS LIMITED TO THE SCOPE OF THE VALID WRITTEN  
CONTRACT.

THIS PROVISION DOES NOT APPLY UNLESS THE VALID WRITTEN  
CONTRACT HAS BEEN EXECUTED PRIOR TO THE BODILY INJURY OR  
PROPERTY DAMAGE.

THIS COVERAGE IS ON A PRIMARY AND NON CONTRIBUTORY BASIS.

**ADDENDUM #1**  
**Issue Date:**  
**4/19/2019**  
**Bid No. 19-114**  
**LANCASTER COUNTY DMV ROOF REPLACEMENT (46<sup>TH</sup> & R ST.)**

Addenda are instruments issued by the Purchasing Department prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction. Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

**PRE-BID MEETING NOTES**

- ADD 1-1.** The Pre-bid meeting sign-in sheet is attached for reference.
- ADD 1-2.** The deadline for final questions and substitution requests to Purchasing shall be Monday April 22, 2019 by noon.
- ADD 1-3.** The final addendum shall be issued by Wednesday April 24th, 2019 by noon.
- ADD 1-4.** Work on weekends is allowed. Work on weekdays that progresses later than 5pm is also allowed.
- ADD 1-5.** Building is occupied and open to public Monday through Friday, 8am to 5pm. Work on removal and replacement of South facing asphalt shingles shall only be conducted outside of normal business operation hours.
- ADD 1-6.** The staging area for all work and work equipment will be in the north side parking area.
- ADD 1-7.** If any bidder would like to request access to the existing roof at the project site, contact Assistant Purchasing Agent Sharon Mulder directly to schedule a time. Phone: (402) 441-7428, Email: [smulder@lincoln.ne.gov](mailto:smulder@lincoln.ne.gov)

**GENERAL QUESTIONS AND CLARIFICATIONS**

- ADD 1-8.** Bid for Alternate Deduct of Ballasted EPDM Roofing System

**Question:** *Can the bidder bid the base bid fully adhered EPDM roof system only? Is there a requirement to bid the ballasted roof option?*

**Response:** Yes, it is acceptable to submit a bid with the base bid for the fully adhered EPDM roof only, without the Alternate Deduct. We agree that the fully adhered roof option is superior. However, if the fully adhered roof system is beyond the budget of the client, we would like to provide a less expensive option

in the form of a ballasted roof for the client to choose as an alternate. But a bid for the Alternate Deduct No. 01 is not required by us.

**ADD 1-9.** Roof Warranties

**Statement:** *It was asked at the Pre-Bid meeting what warranties are to be provided for the roof system.*

**Response:** Refer to the following in Specifications for Warranty requirements:

Section 073113 – ASPHALT SHINGLES, Part 1.11 WARRANTY  
Section 075323 - ETHYLENE-PROPYLENE-DIENE-MONOMER (EPDM)  
ROOFING, Part 1.11 WARRANTY

**MODIFICATIONS TO THE DRAWINGS**

**ADD 1-10.** Drawing Sheet A100: Change Keynote 075323.F to remove Type X designation for the ½" Cover Board.

**MODIFICATIONS TO THE SPECIFICATIONS**

**ADD 1-11.** Refer to Section 075323 ETHYLENE-PROPYLENE-DIENE-MONOMER (EPDM) ROOFING, Part 2.4 INSULATION ACCESSORIES, Item A. Cover Board.  
Replace text in line 2 to read as follows:

2. Thickness: ½ inch.

**ADD 1-12.** Refer to Section 012200 UNIT PRICES, Part 3.1 SCHEDULE OF UNIT PRICES, Item A.  
Replace text in lines 1 and 2 to read as follows:

1. Description: Replacement of roof insulation (assumed to be Polyisocyanurate) beneath existing flat roof system damaged by leakage so as to maintain R-20 value.

2. Unit of Measurement: Cost per Board Foot.

**ADD 1-13.** Refer to Section 012300 ALTERNATES, Part 3.1 SCHEDULE OF ALTERNATES, Item A.  
Alternate No 01. DEDUCT: BALLSETED EPDM Roofing System. Replace text in line 2 to read as follows:

2. DEDUCT Alternate: Provide Loosely Laid and Ballasted EPDM Roofing System. Exclude Cover Board with ballasted system. Contractor may reuse existing ballast as needed.

**ARCHITECTURAL PRIOR APPROVALS / SUBSTITUTIONS**

**ADD 1-14.** The manufacturers listed herein will be considered approved for bidding. However, the proposed substitution must meet the intent of the specifications and will be subject to shop submittal approval during construction. Burden of Proof is on Proposer. Bidders shall bear all responsibility for coordinating and performing related changes in the Work necessitated by such substitution and include such costs in the Bid:

<b><u>Specification Section</u></b>	<b><u>Manufacturer / Proposed Product</u></b>
a. 075323 - Cover Board	Dens Deck Prime Roof Board DEXcell FA Glass Mat Roof Board USG Securock Glass Mat Roof Board

**ATTACHMENTS SEPARATELY ATTACHED**

1. Pre-Bid Meeting Sign-In Sheet (1 page)
2. Photos of Existing Roof Conditions (8 pages)

**END OF ADDENDUM NO. 1**

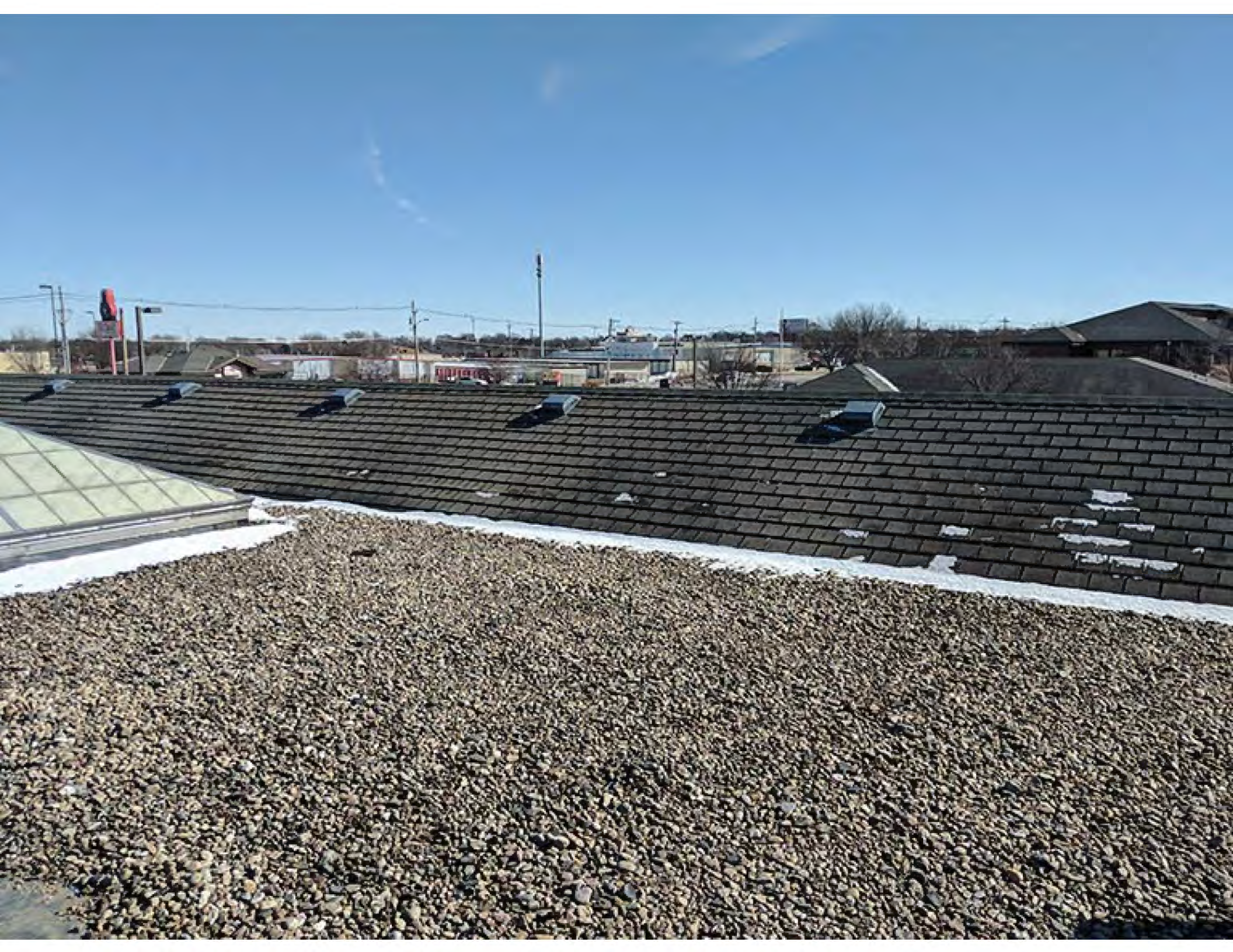
All other terms, conditions and requirements of the request remain the same as originally indicated in the document or as modified on previous addenda.

Sharon Mulder,  
Asst. Purchasing Agent





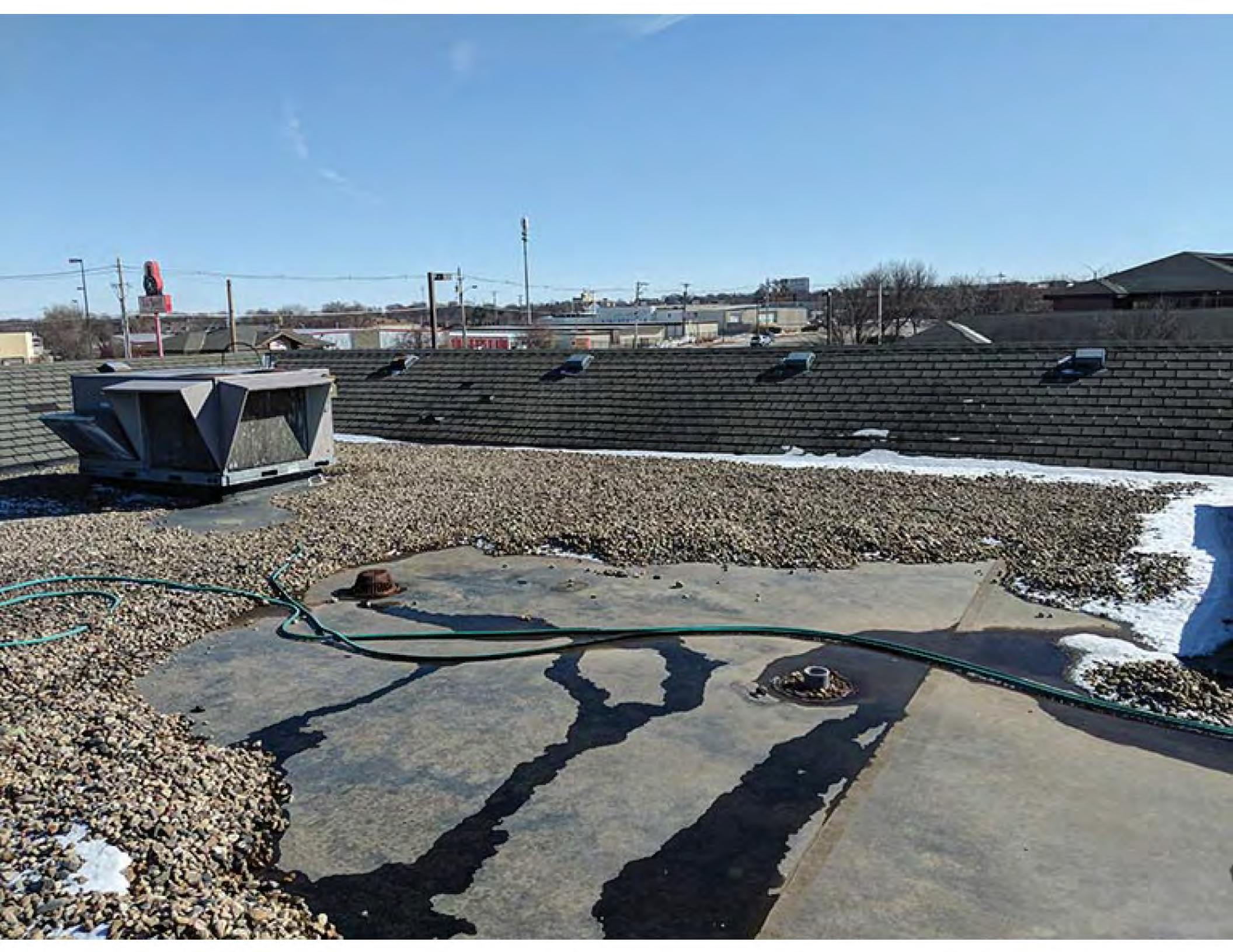






























	A	C	F	G
1				
2	Lancaster County DMV Roof Replacement (46th & R St.)			
3				
4	Sign in Sheet for All Attendees: April 18, 2019 at 2:30 p.m.			
5	NAME	COMPANY	PHONE NUMBER	E-MAIL ADDRESS
6	Sharon Mulder	City/County Purchasing	402-441-7428	smulder@lincoln.ne.gov
7	DEE ADAMS	PROPERTY MGMT	402-441-8286	DADAMS@LANCASTER.NE.GOV
8	Ken n Peterson	Prop. Mgmt	402-441-7056	kpeterson@lancaster.ne.gov
9	Troy Monzon	prop. mgmt	402-429-2249	tmonzon@usn.com
10	Selvin Mendez Lopez	Treasurers, Lancaster Co.	402-441-6487	Smendezlopez@lancaster.ne.gov
11	DAVID QUADE	SINCLAIR HILL	402 476 7331	DQUADE@sinclairhille.com
12	Nicholas Gallic	Smclair Hille	402-476-7331	NGallic@sinclairhille.com
13	Greg Sprague	Neemann + Sons Inc	402-467-1949	gmsprague@spragueroofing.com
14				
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24				

**ADDENDUM #2**

**Issue Date:**

**4/23/2019**

**Bid No. 19-114**

**LANCASTER COUNTY DMV ROOF REPLACEMENT (46<sup>TH</sup> & R ST.)**

Addenda are instruments issued by the Purchasing Department prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction. Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

**ARCHITECTURAL PRIOR APPROVALS / SUBSTITUTIONS**

- ADD 1-1.** The manufacturers listed herein will be considered approved for bidding. However, the proposed substitution must meet the intent of the specifications and will be subject to shop submittal approval during construction. Burden of Proof is on Proposer. Bidders shall bear all responsibility for coordinating and performing related changes in the Work necessitated by such substitution and include such costs in the Bid.

**Specification Section**

**Manufacturer / Proposed Product**

a. 075323 – EPDM Roofing

RPI Royal Edge LS EPDM Membrane

**END OF ADDENDUM NO. 2**

All other terms, conditions and requirements of the request remain the same as originally indicated in the document or as modified on previous addenda.

Sharon Mulder,  
Asst. Purchasing Agent



# GENERAL SPECIFICATIONS

## LANCASTER COUNTY DMV ROOF REPLACEMENT (46<sup>TH</sup> & “R” ST.)

### 1. GENERAL NOTICE

- 1.1 The City of Lincoln-Lancaster County Public Building Commission, hereinafter referred to as Owners, are requesting bids from qualified companies, hereinafter referred to as Vendor(s) for the roof replacement of the Lancaster County DMV Roof.
  - 1.1.1 The address of the work to be performed is 625 North 46<sup>th</sup> Street, Lincoln, NE.
- 1.2 The Vendor shall include all costs associated with the labor, supervision, materials, supplies, permits and licenses required to perform the services requested in these Specifications, the plans and drawings, and other bid documents.
  - 1.2.1 Any mention of compliance with the General Specifications shall also mean the compliance according to the terms of all other documents attached to or referenced in the bid.
- 1.3 Contract will be awarded to the lowest, responsible, responsive Vendor whose bid substantially meets all of the required specifications, duties, terms and conditions as defined in this request.
- 1.4 Vendor shall maintain existing functions at the facility and protect the general public, employees, and buildings against injury and damage during all portions of the project.
  - 1.4.1 Any damage done to any part of the facility which is not part of this construction will be immediately repaired by the Vendor at no charge to the Owners.
  - 1.4.2 Vendor shall not store construction products, tools or supplies in an area other than what is designated as a staging area.
- 1.5 The Owners will execute a firm-fixed contract for the work to be performed under the terms of an awarded contract.
  - 1.6.1 The Owners reserve the right to allow adjustments to the contract should there be a substantial change in the nature of the work involved.
    - 1.6.1.1 Such adjustments must be made in the form of a written contract amendment signed by both the Vendor and the Owners at the time of the change.
- 1.6 Any deviation from these Specifications or any other bid document must be documented on Company Letterhead and attached to the Supplier Response section of your ebid response.
  - 1.6.1 Any request for a deviation from the equipment requested shall be submitted to the Purchasing Office in writing five (5) days prior to the close of the bid. An addendum will be issued with approval or denial of Vendor request.
- 1.7 Vendor must submit their bid and all attachments via the City/County e-bid system.
  - 1.7.1 To submit a bid, Vendor must be registered with the City of Lincoln/Lancaster County Purchasing Dept.
  - 1.7.2 To register, go to the City of Lincoln website; [lincoln.ne.gov](http://lincoln.ne.gov)  
type bid in search box  
click on “supplier registration”  
follow instructions to completion.
- 1.8 All inquiries regarding these specifications shall be directed via e-mail request to Sharon Mulder, Assistant Purchasing Agent ([smulder@lincoln.ne.gov](mailto:smulder@lincoln.ne.gov)).
  - 1.8.1 These inquiries and/or responses shall be distributed to prospective Vendors as an electronic addenda.
  - 1.8.2 All inquiries must be submitted to the Purchasing Office five (5) days prior to the bid opening.
  - 1.8.3 Vendors are not allowed to discuss this bid with any County employee, Engineer/Architect or elected official other than the City/County Purchasing Staff through the award process.

- 1.8.3.1 Failure to follow this requirement may result in immediate disqualification of your bid.
- 1.9 A bid bond is required in the amount of 5% of the total bid amount at time of bid submission.
- 1.10 A Performance and Payment bond in the full amount of the contract will be required at time of contract award.
- 1.11 Work may be performed at the jobsite during operating hours which are from 7am - 5pm, Monday - Friday. Work outside of these days and times shall be subject to approval of the Owner.
- 1.12 The awarded contract is not assignable without the written approval of the Owners in the form of a contract amendment.
- 1.13 **Vendors are encouraged to attend a pre-bid meeting on Thursday, April 18, 2019 at 2:30 p.m. at DMV, 625 N. 46<sup>th</sup> Street, Lincoln, NE to familiarize themselves with the scope of the work and the area surrounding the sites.**
  - 1.13.1 **Vendors shall meet outside of the building on the south side.**
- 1.14 The Construction Administrator for this project will be a representative of Sinclair Hille Architects.
- 1.15 The Owners Representative for this project will be Kerin Peterson with Property Management.

## **2. CONTRACTOR INSURANCE**

- 2.1 The awarded Vendor shall furnish the Owners with a Certificate of Insurance ACORD and associated endorsements in the kinds and minimum amounts as detailed in the attached "Insurance Requirements for all Contracts" at time of award.
- 2.2 All certificates of insurance ACORD and endorsements shall be filed with the Owners showing specific limits of insurance coverage required and ACORD showing Lancaster County as "Named Additional Insured" as pertains to these services.
- 2.3 **Vendors are strongly encouraged to send the insurance requirements and endorsement information to their Insurance Agent during the bid process in order to ensure contract execution within 5 days of award notice.**

## **3. QUALIFICATIONS OF THE BIDDER**

- 3.1 The Owner may investigate as deemed necessary to determine the ability of the Vendor to perform the required work, and the Vendor shall furnish to the Owners all such information and data for this purpose.
- 3.2 No Vendor will be considered who is not at the present time providing commercial roofing services, and who cannot clearly demonstrate to the satisfaction of the Owners, his/her ability to satisfactorily perform the work in accordance with the requirements of this specification and standards of the industry.
- 3.3 Vendor shall provide at least three current references for other customers where similar services have been provided at time of bid response or upon request.
  - 3.3.1 Vendors who have provided similar supply and installation services to the City of Lincoln and Lancaster County in the last five (5) years may not be required to provide such information unless requested by the County.
  - 3.3.1 Reference responses may be attached to the Response Attachment section of the ebid response.

## **4. REMOVAL, DISPOSAL AND SITE RESTORATION**

- 4.1 The Vendor shall remove from the site and dispose of all material, debris, installation materials and adhesives in accordance with all Local, State and Federal regulations.
  - 4.1.1 Vendors are strongly encouraged to recycle metal, concrete and any other material in order to reduce the amount of waste going to the City Landfill.

- 4.1.2 Vendors must comply with the City of Lincoln policy regarding the recycling of all cardboard material.
- 4.2 Vendors shall discuss the removal and disposal of current fixtures with the Owners Representative to determine if they have surplus value and how they will be removed from the premises.

**5. CONSTRUCTION REQUIREMENTS**

- 5.1 Vendor must comply with City of Lincoln building codes and any other Local, State or Federal requirements for this project as determined by those authorities.
- 5.2 The materials, products and equipment described in the bid are the most current version of equipment as provided by the Consultant.
  - 5.2.1 Vendors may submit alternate equipment by submitting a written request via email to the Purchasing Agent 5 days prior to the close of the bid.
    - 5.2.1.1 Requests for alternates submitted after this time period will be denied.
- 5.3 The Vendor is responsible for obtaining and paying of all fees and charges associated with permits or licenses required to complete the work for this project.
- 5.4 Vendors will be given a location to park vehicles and stage equipment during the term of the project.
- 5.5 Vendor will be responsible for supplying and maintaining portable restroom facilities for workers during the construction project if required.
- 5.6 Vendor takes full responsibility for all of their employees and any subcontractors who are hired to work on the project.
- 5.7 All work related to the construction shall be included in the lump sum amount for the bid item as listed in the final contract document.
- 5.8 Vendor shall complete remodel according to industry standards and Local/State Building Codes.
- 5.9 Construction must be performed in a manner which will not compromise the integrity of the building structure.
- 5.10 Vendor will remove the existing asphalt shingle roofing system and the ballasted EDPM roofing system and installation of a new asphalt shingles and fully adhered EDPM roofing system.

**6. PROJECT COMPLETION AND WARRANTY**

- 6.1 Bidder agrees that the work will be substantially complete on or before June 14, 2019 and completed and ready for final payment in accordance with the General Conditions on or before June 28, 2019.
  - 6.1.1 Vendors must coordinate work with the Owners Representative.
- 6.2 Vendor must complete the project according to the agreed upon contract completion dates which will be listed in the contract documents.
  - Vendor must complete the project according to the agreed upon contract completion date which will be listed in the contract documents.
  - 6.2.1 Failure to complete the project by the contract date shall result in the charging of liquidated damages according to the following terms:
  - 6.2.2 If the Vendor fails to complete the Work in a timely manner, according to the Contract (allowing for any approved extensions of time), the Vendor shall pay Liquidated Damages for each day that the Work remains incomplete. The Owners shall deduct the amount of Liquidated Damages due from the money due the Vendor prior to final payment. If the remaining amount due the Vendor is less than the total amount of Liquidated Damages, the Vendor shall pay the difference within 10 days. If the Vendor fails to pay such difference, the Owners shall have the right to recover the difference from the Vendor or his Surety.
    - 6.2.2.1 Unless specifically amended or modified by special provision, the daily amount of the Liquidated Damages shall be as follows:

1. Contract Sum up to and including \$100,000: \$300/day.
  2. Contract Sum more than \$100,000 up to and including \$500,000: \$500/day.
  3. Contract Sum more than \$500,000 up to and including \$1,000,000: \$750/day.
  4. Contract Sum more than \$1,000,000: \$1,000/day.
- 6.2.2.2 The Liquidated Damages provided herein are not considered punitive. The Vendor agrees that such damages are predetermined and reasonable amounts to compensate for the detriment to the public and to defray expenses incurred by the Owners due to the delay in the completion of the Work.
- 6.2.3 Delays caused by the Owners or other factors not in the control of the Vendor will result in an extension of the project and an amendment to the contract.
- 6.3 All work performed under the terms of this bid and subsequent contract documents shall be guaranteed for a minimum period of one year from date of final completion of the project or longer according to the terms of the manufacturer's standard agreement.
- 6.4 Job shall be completed according to industry standards with approval of completion and final payment being made by the Construction Administrator and the Owner's Representative.

## 7. **EVALUATION CRITERIA**

- 7.1 Evaluation of bids will consist of the following:
- 7.1.1 Total price of contract and other pricing factors that will amount to the best value to the Owners.
  - 7.1.2 Ability to provide labor and services as required in this Specification.
  - 7.1.3 Deviations from these Specifications.
  - 7.1.4 References

D A T E

*March 27, 2019*

Bid No.

*19-114*

Project Manual and  
Specification for the  
Construction of the

**Lancaster County DMV  
Roof Replacement  
46<sup>th</sup> & R Street**

*Lincoln, NE*

700 Q Street  
Lincoln, NE 68508  
Tel 402/476-7331  
Fax: 402/476-8341

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SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Access to site.
4. Coordination with occupants.
5. Work restrictions.
6. Specification and drawing conventions.
7. Miscellaneous provisions.

B. Related Requirements:

1. Section 015000 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.3 PROJECT INFORMATION

- A. Project Identification: PBC: 46<sup>th</sup> & R Street Motor Vehicle Services – Roof Replacement.

1. Project Location:

- a. 625 N 46<sup>th</sup> Street Lincoln, NE 68503.

- B. Owner: Lincoln-Lancaster County Public Building Commission.

1. Owner's Representative: Kerin Peterson, Building Administrator, Property Management.

- C. Architect: Sinclair Hille Architects, 700 Q Street, Lincoln, NE 68508.



1.4 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of Project is defined by the Contract Documents and consists of the following:
  - 1. The Work generally consists of the removal of the existing asphalt shingle roofing system and the ballasted EPDM roofing system and installation of a new asphalt shingles and fully adhered EPDM roofing system.
- B. Type of Contract:
  - 1. Project will be constructed under a single prime contract.

1.5 ACCESS TO SITE

- A. General: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.
- B. Use of Site: Limit use of Project site to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
  - 1. Limits: Confine construction operations to areas directly adjacent to the building to minimize disruption to the existing site, pedestrian traffic flow, and turf areas.
  - 2. Driveways, Walkways and Entrances: Keep driveways, parking lots, 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 by construction operations.
    - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- C. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction operations.

1.6 COORDINATION WITH OCCUPANTS

- A. Full Owner Occupancy: Owner will occupy site 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.
  - 1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and approval of authorities having jurisdiction.

2. Notify Owner not less than 72 hours in advance of activities that will affect Owner's operations.

1.7 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
  1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
- B. On-Site Work Hours: Limit work to normal business working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday, unless otherwise indicated.
  1. Weekend Hours: Saturday, 7:00 a.m. to 5:00 p.m.
- C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
  1. Notify Owner not less than two days in advance of proposed utility interruptions.
- D. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.
  1. Notify Owner not less than three days in advance of proposed disruptive operations.
  2. Limit work involving removal of existing aggregate roof ballast to working hours of 7:00am to noon unless otherwise approved by Owner on a per day basis.
- E. Nonsmoking Building: Smoking is not permitted within the building or within 25 feet of entrances, operable windows or outdoor air intakes.
- F. Controlled Substances: Use of tobacco products and other controlled substances on Project site is not permitted.
- G. Employee Screening: Comply with Owner's requirements for drug and background screening of Contractor personnel working on Project site.
  1. Refer to the Contract and General Conditions of the Contract for requirements.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

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SECTION 012200 - UNIT PRICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for unit prices.
- B. Related Requirements:
  - 1. Section 012600 "Contract Modification Procedures" for procedures for submitting and handling Change Orders.
  - 2. Section 014000 "Quality Requirements" for field testing by an independent testing agency.

1.3 DEFINITIONS

- A. Unit price is an amount incorporated into the Agreement, applicable during the duration of the Work as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, added to or deducted from the Contract Sum by appropriate modification, if the scope of Work or estimated quantities of Work required by the Contract Documents are increased or decreased.

1.4 PROCEDURES

- A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, overhead, and profit.
- B. Measurement and Payment: Methods of measurement and payment for unit prices are specified in those Sections.
- C. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.
- D. List of Unit Prices: A schedule of unit prices is included in Part 3. Specification Sections referenced in the Part 3 "Schedule of Unit Prices" Article contain requirements for materials described under each unit price.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF UNIT PRICES

A. Unit Price No. 01: Removal and replacement of damaged roofing insulation.

1. Description: Replacement of roof insulation beneath existing flat roof system damaged by leakage so as to maintain R-20 value.
2. Unit of Measurement: Cost per Square Foot.

END OF SECTION 012200

## SECTION 012300 - ALTERNATES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

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

#### 1.3 DEFINITIONS

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the bidding requirements that may be added to or deducted from the base bid amount if the Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
  - 1. Alternates described in this Section are part of the Work only if enumerated in the Agreement.
  - 2. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternates into the Work. No other adjustments are made to the Contract Sum.

#### 1.4 PROCEDURES

- A. Coordination: Revise or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
  - 1. Include, as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation, whether or not indicated as part of alternate.
- B. Execute accepted alternates under the same conditions as other Work of the Contract.
- C. Schedule: A Part 3 "Schedule of Alternates" Article is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

A. Alternate No. 01 DEDUCT: Ballasted EPDM Roofing System.

1. Base Bid: 60-mil Fully Adhered EPDM Roof System as indicated on Drawing A100 and as specified in Section 075323 "ETHYLENE-PROPYLENE-DIENE-MONOMER (EPDM) ROOFING."
2. DEDUCT Alternate: Provide Loosely Laid and Ballasted EPDM Roofing System. Exclude Roof Board with ballasted system.

END OF SECTION 012300

SECTION 012500 - SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for substitutions.
- B. Related Requirements:
  - 1. Divisions 02 through 49 Sections for specific requirements and limitations for substitutions.

1.3 DEFINITIONS

- A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
  - 1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
  - 2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantage to Contractor or Owner.
- B. Comparable Product: Product that is demonstrated and approved through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.

1.4 ACTION SUBMITTALS

- A. Substitution or Comparable Product Requests received **prior** to Bid: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
  - 1. Request Form: Submit completed “Substitution Request Prior to Bid” Form found at the end of this section to Owner. Refer to “Instructions to Bidders” for additional instructions.



2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
    - a. Coordination information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.
    - b. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
    - c. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
    - d. Research reports evidencing compliance with building code in effect for Project, from 2012 IBC.
    - e. Samples, where applicable or requested.
    - f. Certificates and qualification data, where applicable or requested.
    - g. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
    - h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
    - i. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
      - 1) By submitting a substitution or comparable product request, the Contractor fully acknowledges the burden of proof of the merit of the proposed substitution is on the Contractor. Substituted equipment, material, product, etc. shall be rejected, if upon the review of the shop drawings, they are found to be in non-conformance with the project specifications or the Work. In such an event, it shall be deemed the Contractor's obligation to provide the specified product at no additional cost to the Owner.
  3. Form of Acceptance: All acceptable substitutions will be approved in Addenda prior to Bid Date. Contractors shall not rely upon approval made in any other manner. Requests other than as qualified above will not be considered.
- B. Substitution or Comparable Product Requests received **after** Award of Contract: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles
1. Request Form: Submit completed "Substitution Request After of Contract" form found at the end of this section to Architect for consideration.
  2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:

- a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
  - b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.
  - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable specification section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
  - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
  - e. Samples, where applicable or requested.
  - f. Certificates and qualification data, where applicable or requested.
  - g. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
  - h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
  - i. Research reports evidencing compliance with building code in effect for Project, from 2009 IBC.
  - j. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
  - k. Cost information, including a proposal of change, if any, in the Contract Sum.
  - l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
    - 1) By submitting a substitution or comparable product request, the Contractor fully acknowledges the burden of proof of the merit of the proposed substitution is on the Contractor. Substituted equipment, material, product, etc. shall be rejected, if upon the review of the shop drawings, they are found to be in non-conformance with the project specifications or the Work. In such an event, it shall be deemed the Contractor's obligation to provide the specified product at no additional cost to the Owner
  - m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of

proposed substitution within 10 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.

- a. Forms of Acceptance: Change Order, Construction Change Directive, Architect certified copy of Contractor's completed "Substitution Request after Award of Contract" form, or Architect's Supplemental Instructions for minor changes in the Work.
- b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated

## 1.5 QUALITY ASSURANCE

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

## 1.6 PROCEDURES

- A. Coordination: Revise or adjust affected work as necessary to integrate work of the approved substitutions.
  - 1. When a substituted (or comparable) equipment, material, product, etc. requires a change in the assembly, connection, hookup, etc. of other trades, the Contractor shall be responsible for the entire cost of all other changes required to make the substituted (or comparable) equipment, material, product, etc. a fully complete, operable assembly and/or system.

## PART 2 - PRODUCTS

### 2.1 SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than 21 days prior to time required for preparation and review of related submittals.
  - 1. Conditions: Owner and Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
    - a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
    - b. Requested substitution provides sustainable design characteristics that specified product provided.
    - c. Substitution request is fully documented and properly submitted.
    - d. Requested substitution will not adversely affect Contractor's construction schedule.

- e. Requested substitution has received necessary approvals of authorities having jurisdiction.
  - f. Requested substitution is compatible with other portions of the Work.
  - g. Requested substitution has been coordinated with other portions of the Work.
  - h. Requested substitution provides specified warranty.
  - i. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
- B. Substitutions for Convenience: Owner and Architect may consider requests for substitution if received within 14 days after the Notice to Proceed. Requests received after that time may be considered or rejected at discretion of Architect.
1. Conditions: Owner and Architect may consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
- a. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
  - b. Requested substitution does not require extensive revisions to the Contract Documents.
  - c. Requested substitution is consistent with the Contract Documents and will produce indicated results.
  - d. Substitution request is fully documented and properly submitted.
  - e. Requested substitution will not adversely affect Contractor's construction schedule.
  - f. Requested substitution has received necessary approvals of authorities having jurisdiction.
  - g. Requested substitution is compatible with other portions of the Work.
  - h. Requested substitution has been coordinated with other portions of the Work.
  - i. Requested substitution provides specified warranty.
  - j. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

## 2.2 COMPARABLE PRODUCTS

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

1. Evidence that the proposed product does not require revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
2. Evidence that the proposed product has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors that may be affected.
3. Evidence that the proposed product will not adversely affect Contractor's construction schedule.
4. Evidence that the proposed product has received necessary approvals of authorities having jurisdiction.
5. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
6. Evidence that proposed product provides specified warranty.
7. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
8. Samples, if requested.

PART 3 - EXECUTION (Not Used)

END OF SECTION 012500

# Substitution Request Prior to Bid

Project Name: PBC – 46<sup>th</sup> & R Street Motor Vehicle Services – Roof Replacement

Date:

Bid No.: 19-114

Request for Substitution will be considered upon receipt of this completed form. Form must be submitted for consideration.

**We request the following substitution for consideration instead of the specified item for the above project:**

Section Number: \_\_\_\_\_ Specified Item: \_\_\_\_\_

Proposed Substitution: \_\_\_\_\_

Attach complete technical data, including laboratory tests if applicable. Include any changes to drawings and/or specifications required by proposed substitution.

Include with this form a point-by-point comparative chart identifying significant similarities to specified—**REQUIRED BY A/E**

Reasons for not providing specified item: \_\_\_\_\_

Proposed substitution affects other parts of Work:  No  Yes; explain \_\_\_\_\_

(Substitution Request Forms submitted without adequate documentation will be returned without review)

## The Undersigned certifies:

- Proposed substitution has been fully investigated & determined to be equal or superior in all respects to specified product.
- Proposed substitution does not require extensive revisions to the Contract Documents.
- Proposed substitution is consistent with the Contract Documents and will produce indicated results.
- Proposed substitution provides specified warranty.
- Proposed substitution will have no adverse effect on other trades.
- Proposed substitution has received necessary approvals of authorities having jurisdiction.
- Proposed substitution does not affect dimensions, functional clearances and is compatible with other portions of the Work.
- Coordination, installation, and changes in the Work as necessary for accepted substitution will be complete in all respects.
- Same maintenance service and source of replacement parts, as applicable, is available.
- Cost data as stated above is complete. Claims for additional costs or time that may subsequently become apparent because of failure of proposed substitution to produce indicated results are to be waived.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## A/E's REVIEW AND ACTION

- Substitution approved – Make submittals in accordance with Specification Section 013300
- Substitution approved as noted – Make submittals in accordance with Specification Section 013300
- Substitution rejected – Use specified materials
- Substitution request received to late – Use specified materials
- Substitution returned without review – Insufficient information

Additional comments:

Signed by: \_\_\_\_\_ Date: \_\_\_\_\_

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# Substitution Request after Award of Contract

Project: PBC 46<sup>th</sup> & R Street Motor Vehicle Services  
Roof Replacement

General Contractor: \_\_\_\_\_

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

From: \_\_\_\_\_

To: \_\_\_\_\_

Bid No: 119-114

Re: \_\_\_\_\_

---

Request for Substitution will be considered upon receipt of this completed form.  
Substitutions made without completing this form and obtaining Architect's approval will be considered defective work.

**General Contractor proposes the following substitution in accordance with the requirements of the Contract Documents:**

Specification References: \_\_\_\_\_ Drawing References: \_\_\_\_\_

Proposed Substitution: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

History:  New product     2-5 years old     5-10 years old     More than 10 years old

List all deviations from specified requirements: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Yes, included with this form is a point-by-point comparative chart identifying significant similarities to specified

**REQUIRED BY A/E**

Reasons for not providing specified item: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Similar Installation:

Project: \_\_\_\_\_ Architect: \_\_\_\_\_

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

Date Installed: \_\_\_\_\_

Proposed substitution affects other parts of Work:  No     Yes;

Explain \_\_\_\_\_

\_\_\_\_\_

Impact on specified Guarantees/Warranties:  No     Yes;

Explain \_\_\_\_\_

\_\_\_\_\_



Savings to Owner for accepting substitution:  No  Yes; ( \$ \_\_\_\_\_ )

Proposed substitution changes Contract Time:  No  Yes;

Explain \_\_\_\_\_

Supporting Data Attached:  Drawings  Product Data  Samples  Tests  Reports  \_\_\_\_\_

(Substitution Request Forms submitted without adequate documentation will be returned without review)

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**The Undersigned certifies:**

- Proposed substitution has been fully investigated & determined to be equal or superior in all respects to specified product.
- Proposed substitution does not require extensive revisions to the Contract Documents.
- Proposed substitution is consistent with the Contract Documents and will produce indicated results.
- Proposed substitution provides specified warranty.
- Proposed substitution will have no adverse effect on other trades and will not affect or delay project schedule.
- Proposed substitution has received necessary approvals of authorities having jurisdiction.
- Proposed substitution does not affect dimensions, functional clearances and is compatible with other portions of the Work.
- Coordination, installation, and changes in the Work as necessary for accepted substitution will be complete in all respects.
- Same maintenance service and source of replacement parts, as applicable, is available.
- Cost data as stated above is complete. Claims for additional costs or time that may subsequently become apparent because of failure of proposed substitution to produce indicated results are to be waived.
- Payment will be made by the Contractor for changes to building design, including A/E design, detailing, and construction costs caused by the substitution.

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Response Date: \_\_\_\_\_ List date by which response by Architect is requested to maintain project schedule.  
(Use specified product if Architect cannot make a decision on use of the proposed substitution within time allocated).

General Contactor Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

(Signature signifies General Contractor's acceptance of responsibility for accuracy and completeness of information.)

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**A/E's REVIEW AND ACTION**

- Substitution approved – Make submittals in accordance with Specification Section 013300
- Substitution approved as noted – Make submittals in accordance with Specification Section 013300
- Substitution rejected – Use specified materials
- Substitution request received to late – Use specified materials
- Substitution returned without review – Insufficient information

Additional comments: \_\_\_\_\_

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Signed by: \_\_\_\_\_ Date: \_\_\_\_\_

SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Requirements:
  - 1. Section 012500 "Substitution Procedures" for administrative procedures for handling requests for substitutions made after the Contract award.

1.3 MINOR CHANGES IN THE WORK

- A. Architect will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on form included at end of Part 3, "Architect's Supplemental Instructions."

1.4 PROPOSAL REQUESTS

- A. Owner-Initiated or Architect-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time on form included at end of Part 3, "Proposal Request". If necessary, the description will include supplemental or revised Drawings and Specifications.
  - 1. Work Change Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.
  - 2. Within 7 days (when otherwise specified) after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
    - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
    - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
    - c. Include costs of labor and supervision directly attributable to the change.

- d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
  - e. Quotation Form: Use forms acceptable to Architect.
- B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, General Contractor may initiate a claim by submitting a request for a change to Architect.
1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
  2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
  3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
  4. Include costs of labor and supervision directly attributable to the change.
  5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
  6. Comply with requirements in Section 012500 "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.
  7. Proposal Request Form: Use form provided at end of Part 3, "Contractor-Initiated Proposal".

## 1.5 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Work Changes Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor on form included at end of Part 3, "Change Order".

## 1.6 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: Architect may issue a Construction Change Directive on form included at end of Part 3, "Construction Change Directive". Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.

1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

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# Architect's Supplemental Instructions

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Project:

ASI No:

Contractor:

Date of Issuance:

Contract For:

Bid No:

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*The Work shall be carried out in accordance with the following supplemental instructions issued in accordance with the Contract Documents without change in Contract Sum or Contract Time. Proceeding with the Work in accordance with these instructions indicates your acknowledgment that there will be no change in the Contract Sum or Contract Time.*

---

**Description:**

**Attachments:** *(Here insert listing of documents that support description.)*

---

Issued By: \_\_\_\_\_ Date: \_\_\_\_\_  
Architect

pc: To Contractor  
To Owner

# Proposal Request

---

Project:

PR No:

Date:

Bid No:

Contractor:

Reference No.'s:

---

**Description of proposed changes:** (This is not authorization to proceed with these changes.)

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All work shall be in accordance with the terms, stipulations, and conditions of the original contract.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Architect

# General Contractor Initiated Proposal

---

Project: General Contractor  
Initiated Proposal  
No:  
General Contractor: Date:  
From: To:  
Bid No: 19-114 Re:

---

General Contractor initiated modifications will be considered upon receipt of this completed form. Modifications made without completing this form and obtaining Architect's approval will be considered defective work.

**The General Contractor proposes the following modification in accordance with the requirements of the Contract Documents:**

Specification References: \_\_\_\_\_ Drawing References: \_\_\_\_\_

Proposed modification: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Reasons for the modification: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Proposed modification affects other parts of Work: · No · Yes; explain \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Proposed modification changes Contract Sum: · No · Yes; · Add · Deduct ( \$ \_\_\_\_\_ )

· Yes, included with this form is a detailed summary of cost showing total charges and credits to be made—**REQUIRED BY A/E**

Proposed modification changes Contract Time: · No · Yes; explain \_\_\_\_\_



Supporting Data Attached: · Drawings · Product Data · Samples · Tests · Reports · \_\_\_\_\_

---

**The Undersigned certifies:**

- Proposed modification has been fully investigated and determined to be equal or superior in all respects to specified product.
- Proposed modification does not require extensive revisions to the Contract Documents.
- Proposed modification is consistent with the Contract Documents and will produce indicated results.
- Proposed modification will have no adverse effect on other trades and will not affect or delay project schedule.
- Proposed modification has received necessary approvals of authorities having jurisdiction.
- Proposed modification does not affect dimensions, functional clearances and is compatible with other portions of the Work.
- Coordination, installation, and changes in the Work as necessary for accepted modification will be complete in all respects.
- Same maintenance service and source of replacement parts, as applicable, is available.
- Cost data as stated above is complete. Claims for additional costs or time that may subsequently become apparent because of failure of proposed modification to produce indicated results are to be waived.

---

Response Date: \_\_\_\_\_ List date by which response by Architect is requested to maintain project schedule. (Allow not less than 10 working days for Architect's review).

General Contractor Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature signifies General Contractor's acceptance of responsibility for accuracy and completeness of information.)

---

**AE's REVIEW AND ACTION**

- Proposal approved – pending receipt of fully executed Change Order should modification require a change to Contract Sum or Time.
- Proposal approved as noted – pending receipt of fully executed Change Order should modification require a change to Contract Sum or Time.
- Proposal rejected
- Proposal returned without review – Insufficient information

Additional comments: \_\_\_\_\_  
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Signed by: \_\_\_\_\_ Date: \_\_\_\_\_

# Change Order

Project: \_\_\_\_\_ Change Order No: \_\_\_\_\_  
Initiation Date: \_\_\_\_\_  
Bid No: \_\_\_\_\_  
To (Contractor): \_\_\_\_\_ Contract for: \_\_\_\_\_  
Construction Date: \_\_\_\_\_

You are directed to make the following changes in this Contract:

\$  
\$  
\$  
\$  
\$

Not valid until signed by both the Owner and Architect.

Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Contract Time.

The original Contract Sum was ..... \$  
Net change by previously authorized Change Orders ..... \$  
The Contract Sum prior to this Change Order was ..... \$  
The Contract Sum will be increased by this Change Order ..... \$  
The new Contract Sum including this Change Order will be ..... \$

The Contract Time will be unchanged.

The Date of Substantial Completion as of the date of this Change Order therefore is 08/09/13.

**Architect**  
Sinclair Hille Architects  
700 Q Street  
Lincoln, NE 68508

**Owner**  
Lincoln City Libraries  
136 So. 14<sup>th</sup> Street  
Lincoln, NE 68508

**Contractor**

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

# Construction Change Directive

Project: \_\_\_\_\_ Directive No: \_\_\_\_\_  
Date: \_\_\_\_\_  
Bid No: \_\_\_\_\_  
To (Contractor): \_\_\_\_\_ Contract for: \_\_\_\_\_  
Contract Date: \_\_\_\_\_

---

You are directed to make the following changes in this Contract:

---

## Proposed Adjustments

1. The proposed basis of adjustment to the Contract Sum is:  
\_\_\_ Lump sum **increase decrease** of \$\_\_\_\_\_.  
\_\_\_ Unit Price of \$\_\_\_\_\_ per \_\_\_\_\_.  
\_\_\_ as provided in Subparagraph 7.3.6 of AIA Document A201, 1997 edition.  
\_\_\_ as follows:
2. The Contract Time is proposed to **be adjusted remain unchanged**. The proposed adjustment, if any, is **an increase of \_\_\_ days a decrease of \_\_\_ days**.

---

When signed by the Owner and Architect and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive, and the Contractor shall proceed with the change(s) described above.

Signature by the Contractor indicates the Contractor's agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this Construction Change Directive.

---

**Architect**  
Sinclair Hille Architects  
700 Q St  
Lincoln, NE 68508

**Owner**  
Lincoln City Libraries  
136 So. 14<sup>th</sup> Street  
Lincoln, NE 68508

**Contractor**

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

SECTION 012900 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Requirements:
  - 1. Section 012600 "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.

1.3 DEFINITIONS

- A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

1.4 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.
  - 1. Submit the schedule of values to Architect at earliest possible date, but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
- B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.
  - 1. Identification: Include the following Project identification on the schedule of values:
    - a. Project name and location.
    - b. Name of Architect.
    - c. Architect's project number.
    - d. Contractor's name and address.

- e. Date of submittal.
- 2. Arrange schedule of values consistent with format of AIA Document G703.
- 3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with Project Manual table of contents. Provide multiple line items for principal subcontract amounts in excess of five percent of the Contract Sum.
- 4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
- 5. Each item in the schedule of values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
  - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the schedule of values or distributed as general overhead expense, at Contractor's option.
- 6. Schedule Updating: Update and resubmit the schedule of values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.5 APPLICATIONS FOR PAYMENT

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

- E. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site.
1. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment, for stored materials.
  2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
  3. Provide summary documentation for stored materials indicating the following:
    - a. Value of materials previously stored and remaining stored as of date of previous Applications for Payment.
    - b. Value of previously stored materials put in place after date of previous Application for Payment and on or before date of current Application for Payment.
    - c. Value of materials stored since date of previous Application for Payment and remaining stored as of date of current Application for Payment.
- F. Transmittal: Submit three signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.
1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- G. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. List of subcontractors.
  2. Schedule of values.
  3. Contractor's construction schedule (preliminary if not final).
  4. List of Contractor's staff assignments.
  5. List of Contractor's principal consultants.
  6. Copies of building permits.
  7. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
  8. Certificates of insurance and insurance policies.
  9. Performance and payment bonds.
  10. Data needed to acquire Owner's insurance.
- H. Application for Payment at Substantial Completion: After Architect issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
  2. This application shall reflect Certificate(s) of Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

- I. Liquidated Damages: If the Contractor fails to complete the Work in a timely manner, according to the Contract (allowing for any approved extensions of time), the Contractor shall pay Liquidated Damages for each day that the Work remains incomplete. The City shall deduct the amount of Liquidated Damages due from the money due the Contractor prior to final payment. If the remaining amount due the Contractor is less than the total amount of Liquidated Damages, the Contractor shall pay the difference within 10 days. If the Contractor fails to pay such difference, the City shall have the right to recover the difference from the Contractor or his Surety.
  - 1. The Liquidated Damages provided herein are not considered punitive. The Contractor agrees that such damages are predetermined and reasonable amounts to compensate for the detriment to the public and to defray expenses incurred by the City due to the delay in the completion of the Work.
  - 2. Refer to the Contract and the General Conditions for the Contract for the specification of Liquidated Damages for this project.
  
- J. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
  - 1. Evidence of completion of Project closeout requirements.
  - 2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
  - 3. Updated final statement, accounting for final changes to the Contract Sum.
  - 4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
  - 5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
  - 6. AIA Document G707, "Consent of Surety to Final Payment."
  - 7. Evidence that claims have been settled.
  - 8. Final, liquidated damages settlement statement (if applicable)

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
  - 1. General coordination procedures.
  - 2. Coordination drawings.
  - 3. Requests for Information (RFIs).
  - 4. Project meetings.
- B. Related Requirements:
  - 1. Section 017300 "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
  - 2. Section 017700 "Closeout Procedures" for coordinating closeout of the Contract.

1.3 DEFINITIONS

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

1.4 INFORMATIONAL SUBMITTALS

- A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Use CSI Form 1.5A. Include the following information in tabular form:
  - 1. Name, address, and telephone number of entity performing subcontract or supplying products.
  - 2. Number and title of related Specification Section(s) covered by subcontract.
  - 3. Drawing number and detail references, as appropriate, covered by subcontract.
- B. Key Personnel Names: Within 10 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in



attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home, office, and cellular telephone numbers and e-mail addresses. Provide names, addresses, and telephone numbers of individuals assigned as alternates in the absence of individuals assigned to Project.

1. Post copies of list in project meeting room, in temporary field office, and by each temporary telephone. Keep list current at all times.

## 1.5 GENERAL COORDINATION PROCEDURES

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections, that depend on each other for proper installation, connection, and operation.
  1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
  2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
  3. Make adequate provisions to accommodate items scheduled for later installation.
- B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
  1. Preparation of Contractor's construction schedule.
  2. Preparation of the schedule of values.
  3. Installation and removal of temporary facilities and controls.
  4. Delivery and processing of submittals.
  5. Progress meetings.
  6. Preinstallation conferences.
  7. Project closeout activities.
- D. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.

## 1.6 REQUESTS FOR INFORMATION (RFIs)

- A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.

1. Architect will return RFIs submitted to Architect by other entities controlled by Contractor with no response.
  2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
1. Project name.
  2. Project number.
  3. Date.
  4. Name of Contractor.
  5. Name of Architect.
  6. RFI number, numbered sequentially.
  7. RFI subject.
  8. Specification Section number and title and related paragraphs, as appropriate.
  9. Drawing number and detail references, as appropriate.
  10. Field dimensions and conditions, as appropriate.
  11. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
  12. Contractor's signature.
  13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
    - a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.
- C. RFI Forms: Use Form at end of Part 3, "Request for Information" or a form pre-approved by Architect.
1. Contractor shall submit RFI forms and attachments to Architect electronically via email.
    - a. RFI forms and related attachments shall be electronic files in Adobe Acrobat PDF format.
    - b. Subject Line of electronic email submission(s) to be formatted as follows:
      - 1) LCDMV – RFI No. \_\_\_\_  
– Brief description of RFI subject
- D. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow seven working days for Architect's response for each RFI. RFIs received by Architect after 1:00 p.m. will be considered as received the following working day.
1. The following Contractor-generated RFIs will be returned without action:
    - a. Requests for approval of submittals.
    - b. Requests for approval of substitutions.
    - c. Requests for approval of Contractor's means and methods.

- d. Requests for coordination information already indicated in the Contract Documents.
  - e. Requests for adjustments in the Contract Time or the Contract Sum.
  - f. Requests for interpretation of Architect's actions on submittals.
  - g. Incomplete RFIs or inaccurately prepared RFIs.
2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt of additional information.
  3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Section 012600 "Contract Modification Procedures."
    - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within three days of receipt of the RFI response.
- E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log at progress meetings.
- F. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within three days if Contractor disagrees with response.

## 1.7 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site unless otherwise indicated.
1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
  2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
  3. Minutes: Contractor shall record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within three days of the meeting.
- B. Preconstruction Conference: Schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 15 days after execution of the Agreement.
1. Conduct the conference to review responsibilities and personnel assignments.
  2. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
  3. Agenda: Discuss items of significance that could affect progress, including the following:

- a. Tentative construction schedule.
  - b. Critical work sequencing and long-lead items.
  - c. Designation of key personnel and their duties.
  - d. Lines of communications.
  - e. Procedures for processing field decisions and Change Orders.
  - f. Procedures for RFIs.
  - g. Procedures for testing and inspecting.
  - h. Procedures for processing Applications for Payment.
  - i. Distribution of the Contract Documents.
  - j. Submittal procedures.
  - k. Preparation of record documents.
  - l. Use of the premises and existing building.
  - m. Work restrictions.
  - n. Working hours.
  - o. Owner's occupancy requirements.
  - p. Responsibility for temporary facilities and controls.
  - q. Procedures for moisture and mold control.
  - r. Procedures for disruptions and shutdowns.
  - s. Parking availability.
  - t. Office, work, and storage areas.
  - u. Equipment deliveries and priorities.
  - v. First aid.
  - w. Security.
  - x. Progress cleaning.
4. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.
- C. Progress Meetings: progress meetings at monthly intervals.
- 1. Coordinate dates of meetings with preparation of payment requests.
  - 2. Attendees: In addition to representatives of Owner, Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
  - 3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
    - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
      - 1) Review schedule for next period.

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

# Request for Information

Project: \_\_\_\_\_ RFI No: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Bid No: \_\_\_\_\_  
 Contractor: \_\_\_\_\_ To: \_\_\_\_\_

**Contractor request for interpretation will be considered upon receipt of this completed RFI form.**

By submission of this form the Contractor acknowledges that they have fully read and understand their responsibilities stipulated in Supplementary General Conditions, paragraph 3.2 and attests to the fact that having carefully reviewed the Contract Documents and coordinated the Work with the appropriate trades and reviewed field conditions, that the information requested couldn't be reasonably obtained from such efforts.

**Description of Requested information:**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Specification References: \_\_\_\_\_ Drawing References: \_\_\_\_\_ Submittal References: \_\_\_\_\_

**Contractor's suggested method of resolving issue:**

Sketches and/or pages attached:  Yes  No

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Potential impact on Contract time or Contractor sum: \_\_\_\_\_

Response Date: \_\_\_\_\_ List date by which response by Architect is requested to maintain project schedule. Submit RFI in a prompt manner so as to avoid delays in Contractor's work or work of subcontractor. Allow a minimum of seven working days for Architect's response.

Signed: \_\_\_\_\_, Project Superintendent  
 Signature signifies acceptance of responsibility for accuracy and completeness of information.

**ARCHITECT/ENGINEER RESPONSE**

Notations listed below indicate the Architect's action on method proposed by the Contractor to resolve issue or remarks in response to RFI when no Contractor recommendation has been provided. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, the Contractor shall notify Architect in writing within 10 calendar days of the issuance of the RFI response.

Sketches and/or Pages Attached:  Yes  No

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

Architect/Engineer

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SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
  - 1. Startup construction schedule.
  - 2. Contractor's construction schedule.
  - 3. Construction schedule updating reports.
  - 4. Daily construction reports.
  - 5. Material location reports.
  - 6. Site condition reports.
  - 7. Special reports.
- B. Related Requirements:
  - 1. Section 013300 "Submittal Procedures" for submitting schedules and reports.
  - 2. Section 014000 "Quality Requirements" for submitting a schedule of tests and inspections.

1.3 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
  - 1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
  - 2. Predecessor Activity: An activity that precedes another activity in the network.
  - 3. Successor Activity: An activity that follows another activity in the network.

1.4 INFORMATIONAL SUBMITTALS

- A. Format for Submittals: Submit required submittals in the following format:
  - 1. Working electronic copy of schedule file, where indicated.
  - 2. PDF electronic file.



- B. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.
- C. Site Condition Reports: Submit at time of discovery of differing conditions.
- D. Special Reports: Submit at time of unusual event.

## 1.5 COORDINATION

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

## PART 2 - PRODUCTS

### 2.1 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Time Frame: Extend schedule from date established for commencement of the Work to date of final completion.
  - 1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- B. Activities: Treat each story or separate area as a separate numbered activity for each main element of the Work. Comply with the following:
  - 1. Activity Duration: Define activities so no activity is longer than 20 days, unless specifically allowed by Architect.
  - 2. Submittal Review Time: Include review and resubmittal times indicated in Section 013300 "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's construction schedule with submittal schedule.
  - 3. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.
  - 4. Punch List and Final Completion: Include not more than 15 days for completion of punch list items and final completion.
- C. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.
  - 1. Phasing: Arrange list of activities on schedule by phase.
  - 2. Work under More Than One Contract: Include a separate activity for each contract.

3. Work Restrictions: Show the effect of the following items on the schedule:
    - a. Limitations of continued occupancies.
    - b. Uninterruptible services.
    - c. Use of premises restrictions.
    - d. Seasonal variations.
  4. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:
    - a. Submittals.
    - b. Purchases.
    - c. Fabrication.
    - d. Deliveries.
    - e. Installation.
    - f. Tests and inspections.
- D. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and final completion
- E. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:
1. Unresolved issues.
  2. Unanswered Requests for Information.
  3. Rejected or unreturned submittals.
  4. Notations on returned submittals.
  5. Pending modifications affecting the Work and Contract Time.
- F. Recovery Schedule: When periodic update indicates the Work is 14 or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule. Indicate changes to working hours, working days, crew sizes, and equipment required to achieve compliance, and date by which recovery will be accomplished.
- 2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE (GANTT CHART)
- A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal, Gantt-chart-type, Contractor's construction schedule within 21 days of date established for the Notice to Proceed. Base schedule on the startup construction schedule and additional information received since the start of Project.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.
1. For construction activities that require three months or longer to complete, indicate an estimated completion percentage in 10 percent increments within time bar.

## 2.3 REPORTS

- A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:
1. List of subcontractors at Project site.
  2. List of separate contractors at Project site.
  3. Approximate count of personnel at Project site.
  4. Equipment at Project site.
  5. Material deliveries.
  6. High and low temperatures and general weather conditions, including presence of rain or snow.
  7. Accidents.
  8. Meetings and significant decisions.
  9. Unusual events (see special reports).
  10. Stoppages, delays, shortages, and losses.
  11. Emergency procedures.
  12. Orders and requests of authorities having jurisdiction.
  13. Change Orders received and implemented.
  14. Construction Change Directives received and implemented.
  15. Substantial Completions authorized.

## 2.4 SPECIAL REPORTS

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

## PART 3 - EXECUTION

### 3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

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

- B. Distribution: Distribute copies of approved schedule to Architect, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
1. Post copies in Project meeting rooms and temporary field offices.
  2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION 013200

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## SECTION 013300 - SUBMITTAL PROCEDURES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Requirements:
  - 1. Division 01 Section "Payment Procedures" for submitting Applications for Payment and the schedule of values.
  - 2. Division 01 Section "Operation and Maintenance Data" for submitting operation and maintenance manuals.
  - 3. Division 01 Section "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.

#### 1.3 DEFINITIONS

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

#### 1.4 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Digital Data Files: Electronic digital data files of the construction document sheets contained within the Contract Drawings will NOT be provided by Architect for Contractor's use in preparing submittals.

- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
  2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
  3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
  4. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
    - a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
1. Initial Review: Allow 15 calendar days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
  2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
  3. Resubmittal Review: Allow 15 calendar days for review of each resubmittal.
  4. Sequential Review: Where sequential review of submittals by Architect's consultants, Owner, or other parties is indicated, allow 21 calendar days for initial review of each submittal.
- D. Electronic Submittals: Identify and incorporate information in each electronic submittal file as follows:
1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
  2. Name file with submittal number or other unique identifier, including revision identifier.
    - a. File name shall use project identifier and Specification Section number followed by a hyphen and then a sequential number (e.g., LCDMV Submittal 075323-01). Resubmittals shall include the suffix "hyphen R" followed by a sequential number (e.g., LCDMV Submittal 075323-01-R1).
  3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Architect.
  4. Transmittal Form for Electronic Submittals: Provide locations on the form for the following information:

- a. Project name.
  - b. Date.
  - c. Name and address of Architect.
  - d. Name of Construction Manager.
  - e. Name of Contractor.
  - f. Name of firm or entity that prepared submittal.
  - g. Names of subcontractor, manufacturer, and supplier.
  - h. Category and type of submittal.
  - i. Submittal purpose and description.
  - j. Specification Section number and title.
  - k. Specification paragraph number or drawing designation and generic name for each of multiple items.
  - l. Drawing number and detail references, as appropriate.
  - m. Location(s) where product is to be installed, as appropriate.
  - n. Related physical samples submitted directly.
  - o. Indication of full or partial submittal.
  - p. Transmittal number
  - q. Submittal and transmittal distribution record.
  - r. Other necessary identification.
  - s. Remarks.
5. Metadata: Include the following information as keywords in the electronic submittal file metadata:
- a. Project name.
  - b. Number and title of appropriate Specification Section.
  - c. Manufacturer name.
  - d. Product name.
- E. Options: Identify options requiring selection by Architect.
- F. Deviations and Additional Information: On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.
1. Highlight, encircle or otherwise specifically identify deviations from the Contract Documents on submittals. In absence of such written notice the Architect's approval shall not apply.
- G. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
1. Note date and content of previous submittal.
  2. Note date and content of revision in label or title block and clearly indicate extent of revision.
  3. Resubmit submittals until they are marked "Reviewed" or "Furnish as Corrected" or similar action indicated in the Architect/Engineer review comments .



- H. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- I. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked “Reviewed” or “Furnish as Corrected” or similar action indicated in the Architect/Engineer review comments.

## PART 2 - PRODUCTS

### 2.1 SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
  - 1. Submit electronic submittals as PDF electronic files directly to Architect via email.
    - a. Architect will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.
    - b. When copies are required to be retained for operation and maintenance manuals and/or project record documents, Contractor shall print copies from the “corrected” electronic copy to be inserted into the Operation and Maintenance Manual binder.
  - 2. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
    - a. Provide a notarized statement on original paper copy certificates and certifications where indicated.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
  - 1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
  - 2. Mark each copy of each submittal to show which products and options are applicable.
  - 3. Include the following information, as applicable:
    - a. Manufacturer's catalog cuts.
    - b. Manufacturer's product specifications.
    - c. Standard color charts.
    - d. Statement of compliance with specified referenced standards.
    - e. Testing by recognized testing agency.
    - f. Application of testing agency labels and seals.

- g. Notation of coordination requirements.
      - h. Availability and delivery time information.
  - 4. For equipment, include the following in addition to the above, as applicable:
    - a. Wiring diagrams showing factory-installed wiring.
    - b. Printed performance curves.
    - c. Operational range diagrams.
    - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
  - 5. Submit Product Data before or concurrent with Samples.
  - 6. Submit Product Data in the following format:
    - a. PDF electronic file.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
  - 1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
    - a. Identification of products.
    - b. Schedules.
    - c. Compliance with specified standards.
    - d. Notation of coordination requirements.
    - e. Notation of dimensions established by field measurement.
    - f. Relationship and attachment to adjoining construction clearly indicated.
    - g. Seal and signature of professional engineer if specified.
  - 2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches, but no larger than 24 by 36 inches.
  - 3. Submit Shop Drawings in the following format:
    - a. PDF electronic file.
- D. Application for Payment and Schedule of Values: Comply with requirements specified in Division 01 Section "Payment Procedures."
- E. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Division 01 Section "Closeout Procedures."
- F. Maintenance Data: Comply with requirements specified in Division 01 Section "Operation and Maintenance Data."
- G. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.

- H. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- I. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- J. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- K. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.

### PART 3 - EXECUTION

#### 3.1 CONTRACTOR'S REVIEW

- A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
  - 1. The Contractor shall direct specific attention, in writing or on resubmittal shop drawings, product data, samples or similar submittals, to revisions other than those requested by the Architect. In absence of such written notice the Architect's approval shall not apply to such revisions.
- B. Project Closeout and Maintenance Material Submittals: See requirements in Division 01 Section "Closeout Procedures."
- C. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.
  - 1. By approving shop drawings, product data, samples and other types of submittals, the Contractor represents to the Architect that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto and has checked and coordinated the information within such submittals with other Work and of the Contract Documents.

#### 3.2 ARCHITECT'S ACTION

- A. General: Architect will not review submittals that have not been reviewed completely by the Contractor for compliance with the Contract Documents or that do not bear

Contractor's approval stamp and will return the submittal to the Contractor for resubmission.

1. If in the sole good faith opinion of the Architect, the Architect deems there is evidence that the Contractor did not review, check, correct or has not otherwise identified deviations from the Contract Documents prior to submitting the submittal to the Architect, the Architect will return the submittal to the Contractor without review to allow the Contractor to complete their review prior to resubmission to the Architect [and Construction Manager].
2. The Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by Architect's approval of submittal unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to specific deviation as a minor change in the Work or (2) a change order or construction change directive has been issued authorizing the deviation.
3. The Contractor shall not be relieved of responsibility for errors or omissions contained within submittal by the Architect's approval thereof.

B. Action Submittals: Architect will review each submittal only for general conformance with the design concept of the project and general compliance with the information given in the Contract Documents, make marks to indicate corrections or modifications required, and return submittal to the Contractor with a shop drawing review form appropriately marked to indicate action taken, as follows

1. Reviewed: Where the submittal is marked "Reviewed" (or similar action indicated in Architect's consultants review comments), the Work covered by the submittal may proceed provided it complies with requirements of the Contract Documents. Final acceptance will depend on that compliance.
  - a. Review of such submittals is not conducted for the purposes of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents.
2. Furnish as corrected: Where the submittal is marked "Furnish as corrected" (or similar action indicated in Architect's consultants review comments), the Work covered by the submittal may proceed provided it complies both with the Architect's and Architect's consultants notations and/or corrections on the submittal and the Contract Documents. Final acceptance will depend on that compliance.
  - a. Review of such submittals is not conducted for the purposes of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents.
3. Revise and resubmit: Where the submittal is marked "Revise and resubmit" (or similar action indicated in Architect's consultants review comments), do not proceed with the Work covered by the submittal, including purchasing,

fabrication, delivery or other activity for the product submitted. Revise or prepare a new submittal according to Architect's and/or Architect's consultants notations and/or corrections and resubmit to Architect for further consideration.

- a. Do not use, or allow others to use, submittals marked "revise and resubmit" at the project site or elsewhere where work is in progress.
4. Rejected: Where the submittal is marked "Rejected" (or similar action indicated in Architect's consultants review comments), do not proceed with the Work covered by the submittal. Prepare a new submittal for a product that complies with the Contract Documents and submit to Architect for further consideration.
    - a. Do not use, or allow others to use, submittals marked "Rejected" at the project site or elsewhere where work is in progress.
  5. Incomplete: Where the submittal is marked "Incomplete", do not proceed with the Work covered by the submittal. Prepare additional information requested, or required by the Contract Documents and submit to Architect for further consideration.
  6. Returned Without Action: If the submittal is primarily for record purposes, special processing, or other contractor activity or not required by the Contract Documents, the submittal may be returned marked "Returned Without Action".
  7. Returned Without Review: Items submitted and not reviewed completely by the Contractor for compliance with the Contract Documents before submitting to Architect or does not bear the Contractor's approval stamp will be returned marked "Returned Without Review" to allow the Contractor to complete their review and make marks to indicate corrections or other modifications required and return the corrected submittal to the Architect for further consideration.
- C. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
  - D. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect.
  - E. Incomplete submittals are unacceptable, will be considered nonresponsive, marked as incomplete and will be returned for resubmittal without review.
  - F. Submittals not required by the Contract Documents may be returned by the Architect without action.

END OF SECTION 013300

SECTION 014000 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspection services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
  - 1. Specific quality-assurance and quality-control requirements for individual work results are specified in their respective Specification Sections. Requirements in individual Sections may also cover production of standard products.
  - 2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and quality-control procedures that facilitate compliance with the Contract Document requirements.
  - 3. Requirements for Contractor to provide quality-assurance and quality-control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
  - 4. Specific test and inspection requirements are not specified in this Section.
- C. Related Requirements:

1.3 DEFINITIONS

- A. Experienced: When used with an entity or individual, "experienced" unless otherwise further described means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.
- B. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- C. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the

Work and completed construction comply with requirements. Contractor's quality-control services do not include contract administration activities performed by Architect.

#### 1.4 CONFLICTING REQUIREMENTS

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

#### 1.5 REPORTS AND DOCUMENTS

- A. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:
1. Name, address, telephone number, and email address of technical representative making report.
  2. Statement on condition of substrates and their acceptability for installation of product.
  3. Statement that products at Project site comply with requirements.
  4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
  5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
  6. Statement whether conditions, products, and installation will affect warranty.
  7. Other required items indicated in individual Specification Sections.

#### 1.6 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.

- B. **Manufacturer Qualifications:** A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units. As applicable, procure products from manufacturers able to meet qualification requirements, warranty requirements, and technical or factory-authorized service representative requirements.
- C. **Fabricator Qualifications:** A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. **Installer Qualifications:** A firm or individual experienced in installing, erecting, applying, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- E. **Manufacturer's Technical Representative Qualifications:** An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

#### 1.7 QUALITY CONTROL

- A. **Contractor Responsibilities:** Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities, whether specified or not, to verify and document that the Work complies with requirements.
- B. **Manufacturer's Technical Services:** Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.
- C. **Coordination:** Coordinate sequence of activities to accommodate required quality-assurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspection.

#### PART 2 - PRODUCTS (Not Used)

#### PART 3 - EXECUTION

##### 3.1 REPAIR AND PROTECTION

- A. **General:** On completion of testing, inspection, sample taking, and similar services, repair damaged construction and restore substrates and finishes.



1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Section 017300 "Execution."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000

## SECTION 014200 - REFERENCES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 DEFINITIONS

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

#### 1.3 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and

effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.

- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.
- C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
  - 1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

#### 1.4 ABBREVIATIONS AND ACRONYMS

- A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Gale's "Encyclopedia of Associations: National Organizations of the U.S." or in Columbia Books' "National Trade & Professional Associations of the United States."
- B. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is believed to be accurate as of the date of the Contract Documents.
  - 1. ICC - International Code Council; [www.iccsafe.org](http://www.iccsafe.org).
  - 2. ICC-ES - ICC Evaluation Service, LLC; [www.icc-es.org](http://www.icc-es.org).

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 014200

SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Requirements:
  - 1. Section 011000 "Summary" for work restrictions and limitations on utility interruptions.

1.3 USE CHARGES

- A. Water and Sewer Service from Existing System: Water from Owner's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.
- B. Electric Power Service from Existing System: Electric power from Owner's existing system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

PART 2 - PRODUCTS

2.1 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

PART 3 - EXECUTION

3.1 TEMPORARY FACILITIES, GENERAL

- A. Conservation: Coordinate construction and use of temporary facilities with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.
- B. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
- C. Parking: Owner will not provide parking areas for construction personnel.
- D. Project Signs: Not permitted.
- E. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with progress cleaning requirements in Section 017300 "Execution."

3.2 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.
- B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
  - 1. Comply with work restrictions specified in Section 011000 "Summary."
- C. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.

3.3 MOISTURE AND MOLD CONTROL

- A. Exposed Construction Period: Before installation of weather barriers, when materials are subject to wetting and exposure and to airborne mold spores, protect as follows:
  - 1. Protect porous materials from water damage.
  - 2. Protect stored and installed material from flowing or standing water.
  - 3. Keep porous and organic materials from coming into prolonged contact with concrete.
  - 4. Remove standing water from decks.
  - 5. Keep deck openings covered or dammed.

3.4 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.
- C. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.

END OF SECTION 015000

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SECTION 016000 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.
- B. Related Requirements:
  - 1. Section 012500 "Substitution Procedures" for requests for substitutions.
  - 2. Section 014200 "References" for applicable industry standards for products specified.

1.3 DEFINITIONS

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



1.4 ACTION SUBMITTALS

- A. Comparable Product Requests: Submit request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
- B. Product Substitution Requests: Comply with requirements in Section 012500 "Substitution Procedures" for information related to comparable product requests received Prior to Bid and after Award of Contract.
- C. Basis-of-Design Product Specification Submittal: Comply with requirements in Section 013300 "Submittal Procedures." Show compliance with requirements.

1.5 QUALITY ASSURANCE

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

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.
- B. Delivery and Handling:
  - 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
  - 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
  - 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
  - 4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.
- C. Storage:
  - 1. Store products to allow for inspection and measurement of quantity or counting of units.
  - 2. Store materials in a manner that will not endanger Project structure.
  - 3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
  - 4. Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.

5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
6. Protect stored products from damage and liquids from freezing.

## 1.7 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
  1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
  2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.
  1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
  2. See other Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time: Comply with requirements in Section 017700 "Closeout Procedures."

## PART 2 - PRODUCTS

### 2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.
  1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
  2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
  3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
  4. Where products are accompanied by the term "as selected," Architect will make selection.
  5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
- B. Product Selection Procedures:

1. Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
  2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
  3. Products:
    - a. Restricted List: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience may be considered at discretion of Architect.
  4. Manufacturers:
    - a. Restricted List: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience may be considered at discretion of Architect.
  5. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.
- C. Visual Matching Specification: Where Specifications require "match Architect's sample", provide a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.
1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Section 012500 "Substitution Procedures" for proposal of product.
- D. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's full product line that includes both standard and premium items.

## 2.2 COMPARABLE PRODUCTS

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

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

PART 3 - EXECUTION (Not Used)

END OF SECTION 016000

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## SECTION 017300 - EXECUTION

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:
  - 1. Construction layout.
  - 2. Field engineering and surveying.
  - 3. Installation of the Work.
  - 4. Cutting and patching.
  - 5. Progress cleaning.
  - 6. Starting and adjusting.
  - 7. Protection of installed construction.
- B. Related Requirements:
  - 1. Section 011000 "Summary" for limits on use of Project site.

#### 1.3 DEFINITIONS

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of other work.
- B. Patching: Fitting and repair work required to restore construction to original conditions after installation of other work.

#### 1.4 QUALITY ASSURANCE

- A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.
  - 1. Structural Elements: When cutting and patching structural elements, notify Architect of locations and details of cutting and await directions from Architect before proceeding. Shore, brace, and support structural elements during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection

2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.
  3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.
  4. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
- B. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of products and equipment.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

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

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Existing Conditions: The existence and location of construction indicated as existing are not guaranteed. Before beginning work, investigate and verify existing conditions affecting the Work.
- B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
  1. Examine roofs for suitable conditions where products and systems are to be installed.

2. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
- C. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

### 3.2 PREPARATION

- A. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- B. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a request for information to Architect according to requirements in Section 013100 "Project Management and Coordination."

### 3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect promptly.

### 3.4 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
1. Make vertical work plumb and make horizontal work level.
  2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.
- F. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.



- G. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.
- I. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- J. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

### 3.5 CUTTING AND PATCHING

- A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
  - 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Temporary Support: Provide temporary support of work to be cut.
- C. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- D. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
  - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
  - 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
  - 3. Proceed with patching after construction operations requiring cutting are complete.
- E. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as

invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.

1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
  2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.
    - a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
    - b. Restore damaged pipe covering to its original condition.
  3. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition and ensures thermal and moisture integrity of building enclosure. Patched and/or repaired finishes shall match adjacent retained finishes.
- F. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

### 3.6 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
  2. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
    - a. Use containers intended for holding waste materials of type to be stored.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
1. Remove liquid spills promptly.
  2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.

- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Section 017419 "Construction Waste Management and Disposal."
- H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

### 3.7 PROTECTION OF INSTALLED CONSTRUCTION

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

END OF SECTION 017300

## SECTION 017419 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for the following:
  - 1. Salvaging nonhazardous demolition and construction waste.
  - 2. Recycling nonhazardous demolition and construction waste.
  - 3. Disposing of nonhazardous demolition and construction waste.

#### 1.3 DEFINITIONS

- A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- B. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.
- C. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.
- D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.
- E. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.
- F. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

#### 1.4 PERFORMANCE REQUIREMENTS

- A. General: Practice efficient waste management in the use of materials in the course of the Work. Use all reasonable means to divert construction and demolition waste from landfills and incinerators. Facilitate recycling and salvage of materials.

1.5 QUALITY ASSURANCE

- A. Regulatory Requirements: Comply with hauling and disposal regulations of authorities having jurisdiction.

1.6 WASTE MANAGEMENT PLAN

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 PLAN IMPLEMENTATION

- A. General: Implement approved waste management plan. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.
  - 1. Comply with operation, termination, and removal requirements in Section 015000 "Temporary Facilities and Controls."
- B. Training: Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work.
  - 1. Distribute waste management plan to entities when they first begin work on-site. Review plan procedures and locations established for salvage, recycling, and disposal.
- C. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
  - 1. Designate and label specific areas on Project site necessary for separating materials that are to be salvaged, recycled, reused, donated, and sold.
  - 2. Comply with Section 015000 "Temporary Facilities and Controls" for controlling dust and dirt, environmental protection, and noise control.

3.2 SALVAGING DEMOLITION WASTE

- A. Salvaged Items for Reuse in the Work: Salvage items for reuse and handle as follows:
  - 1. Clean salvaged items.

2. Pack or crate items after cleaning. Identify contents of containers with label indicating elements, date of removal, quantity, and location where removed.
3. Store items in a secure area until installation.
4. Protect items from damage during transport and storage.
5. Install salvaged items to comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make items functional for use indicated.

B. Salvaged Items for Sale and Donation: Not permitted on Project site.

### 3.3 RECYCLING DEMOLITION AND CONSTRUCTION WASTE, GENERAL

A. General: Recycle paper and beverage containers used by on-site workers.

B. Recycling Incentives: Revenues, savings, rebates, tax credits, and other incentives received for recycling waste materials shall accrue to Contractor.

C. Preparation of Waste: Prepare and maintain recyclable waste materials according to recycling or reuse facility requirements. Maintain materials free of dirt, adhesives, solvents, petroleum contamination, and other substances deleterious to the recycling process.

D. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical according to approved construction waste management plan.

1. Provide appropriately marked containers or bins for controlling recyclable waste until removed from Project site. Include list of acceptable and unacceptable materials at each container and bin.
  - a. Inspect containers and bins for contamination and remove contaminated materials if found.
2. Remove recyclable waste from Owner's property and transport to recycling receiver or processor.

### 3.4 RECYCLING DEMOLITION WASTE

A. Wood Materials: Sort and stack members according to size, type, and length. Separate lumber, engineered wood products, panel products, and treated wood materials.

B. Metals: Separate metals by type.

### 3.5 RECYCLING CONSTRUCTION WASTE

A. Packaging:

1. Cardboard and Boxes: Break down packaging into flat sheets. Bundle and store in a dry location.

2. Polystyrene Packaging: Separate and bag materials.
3. Pallets: As much as possible, require deliveries using pallets to remove pallets from Project site. For pallets that remain on-site, break down pallets into component wood pieces and comply with requirements for recycling wood.
4. Crates: Break down crates into component wood pieces and comply with requirements for recycling wood.

### 3.6 DISPOSAL OF WASTE

- A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.
  1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
  2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Burning: Do not burn waste materials.
- C. Burning: Burning of waste materials is permitted only at designated areas on Owner's property, provided required permits are obtained. Provide full-time monitoring for burning materials until fires are extinguished.
- D. Disposal: Remove waste materials from Owner's property and legally dispose of them.

END OF SECTION 017419

## SECTION 017700 - CLOSEOUT PROCEDURES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
  - 1. Substantial Completion procedures.
  - 2. Final completion procedures.
  - 3. Warranties
  - 4. Final cleaning.
  - 5. Repair of the Work.
- B. Related Requirements:
  - 1. Section 017300 "Execution" for progress cleaning of Project site.
  - 2. Section 017823 "Operation and Maintenance Data" for operation and maintenance manual requirements.
  - 3. Section 017839 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.

#### 1.3 ACTION SUBMITTALS

- A. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.
- B. Contractor certified copy of Design Professional's List(s) of Incomplete Items: Final submittal at Final Completion.

#### 1.4 CLOSEOUT SUBMITTALS

- A. Certificate of Insurance: For continuing coverage.
- B. Certificate of Release: From authorities having jurisdiction.



1.5 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.
- B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
  - 1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
  - 2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, product maintenance manuals, and similar final record information.
  - 3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
- C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
  - 1. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
  - 2. Complete final cleaning requirements, including touchup painting.
  - 3. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
  - 1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
  - 2. Results of completed inspection will form the basis of requirements for final completion.

1.6 FINAL COMPLETION PROCEDURES

- A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:

1. Submit a final Application for Payment according to Section 012900 "Payment Procedures."
2. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.

B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

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

#### 1.7 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

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

### PART 2 - PRODUCTS

#### 2.1 MATERIALS

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

### PART 3 - EXECUTION

#### 3.1 FINAL CLEANING

A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:

- a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
  - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
  - c. Remove tools, construction equipment, machinery, and surplus material from Project site.
  - d. Clean exposed exterior to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
  - e. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
- B. Construction Waste Disposal: Comply with waste disposal requirements in Section 017419 "Construction Waste Management and Disposal."

### 3.2 REPAIR OF THE WORK

- A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.
- B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.

END OF SECTION 017700

SECTION 017823 - OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
  - 1. Product maintenance manuals.
- B. Related Requirements:
  - 1. Section 013300 "Submittal Procedures" for submitting copies of submittals for operation and maintenance manuals.

1.3 DEFINITIONS

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

1.4 CLOSEOUT SUBMITTALS

- A. Manual Content: Product Maintenance Manual content is specified in individual Specification Sections to be reviewed at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.
  - 1. Architect will comment on whether content of operations and maintenance submittals are acceptable.
  - 2. Where applicable, clarify and update reviewed manual content to correspond to revisions and field conditions.
- B. Format: Submit Product Maintenance manuals in the following format:
  - 1. One paper copy in three ring binder. Include a complete product maintenance directory. Enclose title pages and directories in clear plastic sleeves.

- C. Initial Manual Submittal: Submit draft copy of each manual at least 10 days prior to requesting inspection for Substantial Completion. Architect will comment on whether general scope and content of manual are acceptable.
  - 1. Correct or revise manual to comply with Architect's comments.
- D. Final Manual Submittal: Submit corrected manual in final form 15 days prior to requesting final payment.

1.5 PRODUCT MAINTENANCE MANUALS

- A. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
- B. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.
- C. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.
- D. Product Information: Include the following, as applicable:
  - 1. Product Data.
  - 2. Manufacturer's name.
- E. Maintenance Procedures: Include manufacturer's written recommendations and the following:
  - 1. Inspection procedures.
  - 2. List of cleaning agents and methods of cleaning detrimental to product.
  - 3. Repair instructions.
- F. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.
- G. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
  - 1. Include procedures to follow and required notifications for warranty claims.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 017823

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## SECTION 017839 - PROJECT RECORD DOCUMENTS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for project record documents, including the following:
  - 1. Record Drawings.
  - 2. Record Specifications.
  - 3. Record Product Data
- B. Related Requirements:
  - 1. Section 017700 "Closeout Procedures" for general closeout procedures.
  - 2. Section 017823 "Operation and Maintenance Data" for operation and maintenance manual requirements.

#### 1.3 CLOSEOUT SUBMITTALS

- A. Record Drawings: Submit one set(s) of marked-up record prints.
- B. Record Specifications: Submit one paper copy of Project's Specifications, including addenda and contract modifications.
- C. Record Product Data: Submit one paper copy of each submittal.
  - 1. Include Record Product Data as a component of the product maintenance manual.

### PART 2 - PRODUCTS

#### 2.1 RECORD DRAWINGS

- A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.



1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.
    - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
    - b. Accurately record information in an acceptable drawing technique.
    - c. Record data as soon as possible after obtaining it.
    - d. Record and check the markup before enclosing concealed installations.
    - e. Cross-reference record prints to corresponding archive photographic documentation.
  2. Content: Types of items requiring marking include, but are not limited to, the following:
    - a. Dimensional changes to Drawings.
    - b. Revisions to details shown on Drawings.
    - c. Changes made by Change Order or Construction Change Directive.
    - d. Changes made following Architect's written orders.
    - e. Details not on the original Contract Drawings.
    - f. Field records for variable and concealed conditions.
    - g. Record information on the Work that is shown only schematically.
  3. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
  4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
  5. Mark important additional information that was either shown schematically or omitted from original Drawings.
  6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Format: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
1. Record Prints: Organize record prints and newly prepared record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
  2. Identification: As follows:
    - a. Project name.
    - b. Date.
    - c. Designation "PROJECT RECORD DRAWINGS."
    - d. Name of Architect.
    - e. Name of Contractor.

## 2.2 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
  - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
  - 2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
  - 3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
  - 4. For each principal product, indicate whether record Product Data has been submitted in operation and maintenance manuals instead of submitted as record Product Data.
  - 5. Note related Change Orders, record Product Data, and record Drawings where applicable.
- B. Format: Submit record Specifications as paper copy.

## 2.3 RECORD PRODUCT DATA SUBMITTALS

- A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated to Product Data submittal.
  - 1. Give particular attention to information on concealed products and installation that cannot be readily identified and recorded later.
  - 2. Include significant changes in the product delivered to Project Site and changes in manufacturer's written instructions for installation.
  - 3. Note related Change Orders, Record Specifications, and Record Drawings where applicable.
- B. Format: Submit record Product Data as paper copy.

## PART 3 - EXECUTION

### 3.1 RECORDING AND MAINTENANCE

- A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and revisions to project record documents as they occur; do not wait until end of Project.
- B. Maintenance of Record Documents and Samples: Store record documents and Samples in the field office apart from the Contract Documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Architect's reference during normal working hours.

END OF SECTION 017839

SECTION 070150.19 - PREPARATION FOR REROOFING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:

- 1. Full tear-off of entire roof system.
- 2. Removal of flashings and counterflashings.

- B. Related Requirements:

- 1. Section 011000 "Summary" for use of premises and for phasing requirements.
- 2. Section 015000 "Temporary Facilities and Controls" for temporary construction and environmental-protection measures for reroofing preparation.

1.3 UNIT PRICES

- A. Work of this Section is affected by insulation replacement Unit Price No. 01, Section 012200.

1.4 DEFINITIONS

- A. Full Roof Tear-off: Removal of existing roofing system down to existing roof deck at sloped asphalt section and down to insulation at flat EPDM roof area.
- B. Roofing Terminology: Definitions in ASTM D1079 and glossary of NRCA's "The NRCA Roofing Manual: Membrane Roof Systems" apply to work of this Section.

1.5 QUALITY ASSURANCE

- A. Regulatory Requirements:

- 1. Comply with governing EPA notification regulations before beginning roofing removal.
- 2. Comply with hauling and disposal regulations of authorities having jurisdiction.

- B. Preliminary Roofing Conference: Before starting removal Work, conduct conference at Project site.
  - 1. Meet with Owner, Owner's insurer if applicable; roofing system manufacturer's representative; roofing Installer, including project manager, superintendent, and foreman; and installers whose work interfaces with or affects reroofing.
  - 2. Review methods and procedures related to roofing tear-off, including, but not limited to, the following:
    - a. Reroofing preparation, including roofing system manufacturer's written instructions.
    - b. Temporary protection requirements for existing roofing system components that are to remain.
    - c. Existing roof drains and roof drainage during each stage of reroofing, and roof-drain plugging and plug removal.
    - d. Construction schedule and availability of materials, Installer's personnel, equipment, and facilities needed to avoid delays.
    - e. Existing roof deck conditions requiring Architect notification.
    - f. Existing roof deck removal procedures and Owner notifications.
    - g. Condition and acceptance of existing roof deck and base flashing substrate for reuse.
    - h. Structural loading limitations of roof deck during reroofing.
    - i. Base flashings, special roofing details, drainage, penetrations, equipment curbs, and condition of other construction that affect reroofing.
    - j. HVAC shutdown and sealing of air intakes.
    - k. Governing regulations and requirements for insurance and certificates if applicable.
    - l. Existing conditions that may require notification of Architect before proceeding.

1.6 FIELD CONDITIONS

- A. Existing Roofing System:
  - 1. Sloped perimeter of roof: Asphalt Shingle Roofing System.
  - 2. Flat center roof area: Aggregate Ballasted EPDM Roofing System.
- B. Owner will occupy portions of building immediately below reroofing area.
  - 1. Conduct reroofing so Owner's operations are not disrupted.
  - 2. Provide Owner with not less than 72 hours' written notice of activities that may affect Owner's operations.
  - 3. Coordinate work activities daily with Owner so Owner has adequate advance notice to place protective dust and water-leakage covers over sensitive equipment and furnishings, shut down HVAC and fire-alarm or -detection equipment if needed, and evacuate occupants from below work area.
  - 4. Before working over structurally impaired areas of deck, notify Owner to evacuate occupants from below affected area.
    - a. Verify that occupants below work area have been evacuated before proceeding with work over impaired deck area.

- C. Protect building to be reroofed, adjacent buildings, walkways, site improvements, exterior plantings, and landscaping from damage or soiling from reroofing operations.
- D. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities.
- E. Conditions existing at time of inspection for bidding will be maintained by Owner as far as practical.
  - 1. Construction Drawings and Project Manual for existing roofing system are provided for Contractor's convenience and information, but they are not a warranty of existing conditions. They are intended to supplement rather than serve in lieu of Contractor's own investigations. Contractor is responsible for conclusions derived from existing documents.
- F. Limit construction loads on roof to 25 pounds per square foot (PSF) for for uniformly distributed loads.
- G. Weather Limitations: Proceed with reroofing preparation only when existing and forecasted weather conditions permit Work to proceed without water entering existing roofing system or building.
  - 1. Remove only as much roofing in one day as can be made watertight in the same day.
- H. Hazardous Materials: It is not expected that hazardous materials, such as asbestos-containing materials, will be encountered in the Work.
  - 1. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Architect and Owner.

## PART 2 - PRODUCTS

### 2.1 TEMPORARY ROOFING MATERIALS

- A. Design and selection of materials for temporary roofing are Contractor's responsibilities.

### 2.2 INFILL AND REPLACEMENT MATERIALS

- A. Use infill materials matching existing roofing system materials unless otherwise indicated.

### 2.3 AUXILIARY REROOFING MATERIALS

- A. General: Use auxiliary reroofing preparation materials recommended by roofing system manufacturer for intended use and compatible with components of existing and new roofing system.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Shut off rooftop utilities and service piping before beginning the Work.
- B. Test existing roof drains to verify that they are not blocked or restricted.
- C. Coordinate with Owner to shut down air-intake equipment in the vicinity of the Work.
  - 1. Cover air-intake louvers before proceeding with reroofing work that could affect indoor air quality or activate smoke detectors in the ductwork.
- D. During removal operations, have sufficient and suitable materials on-site to facilitate rapid installation of temporary protection in the event of unexpected rain.
- E. Maintain roof drains in functioning condition to ensure roof drainage at end of each workday.
  - 1. Prevent debris from entering or blocking roof drains and conductors.
    - a. Use roof-drain plugs specifically designed for this purpose.
    - b. Remove roof-drain plugs at end of each workday, when no work is taking place, or when rain is forecast.
  - 2. If roof drains are temporarily blocked or unserviceable due to roofing system removal or partial installation of new roofing system, provide alternative drainage method to remove water and eliminate ponding.

3.2 ROOF TEAR-OFF

- A. Notify Owner each day of extent of roof tear-off proposed for that day.
- B. Remove aggregate ballast from roofing.
- C. Full Roof Tear-off: Remove existing roofing and other roofing system components down to the existing roof deck at sloped area and down to insulation and flat areas of roof.
  - 1. Existing Asphalt Shingle Sloping Roof Areas:
    - a. Remove asphalt shingles, metal valley flashings, gutter aprons, underlayment, ice and water shield down to existing decking.
    - b. Remove fasteners from decking.
  - 2. Existing EPDM Membrane Flat Roof Areas:
    - a. Remove EPDM membrane down to insulation. Survey existing insulation to verify it will retain a R-20 value.

### 3.3 DECK PREPARATION

- A. Inspect deck after tear-off of roofing system.
- B. If broken or loose fasteners that secure deck panels to one another or to structure are observed, or if deck appears or feels inadequately attached, immediately notify Architect. Do not proceed with installation until directed by Architect.
- C. If deck surface is unsuitable for receiving new roofing or if structural integrity of deck is suspect, immediately notify Architect. Do not proceed with installation until directed by Architect.

### 3.4 INFILL MATERIALS INSTALLATION

- A. Immediately after roof tear-off, and inspection and repair, if needed, of deck, fill in tear-off areas to match existing roofing system construction.
- B. Install new roofing patch over roof infill area. If new roofing is installed the same day tear-off is made, roofing patch is not required.

### 3.5 BASE FLASHING REMOVAL

- A. Remove existing base flashings. Clean substrates of contaminants, such as asphalt, sheet materials, dirt, and debris.
- B. Do not damage metal counterflashings that are to remain.
  - 1. Replace metal counterflashings damaged during removal with counterflashings of same metal, weight or thickness, and finish as existing.

### 3.6 FASTENER PULL-OUT TESTING

- A. Perform fastener pull-out tests according to SPRI FX-1, and submit test report to roofing manufacturer before installing new roofing system.
  - 1. Obtain roofing manufacturer's approval to proceed with specified fastening pattern. Roofing manufacturer may furnish revised fastening pattern commensurate with pull-out test results

### 3.7 DISPOSAL

- A. Collect demolished materials and place in containers. Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site.
  - 1. Storage or sale of demolished items or materials on-site is not permitted.
- B. Transport and legally dispose of demolished materials off Owner's property.



END OF SECTION 070150.19

SECTION 073113 - ASPHALT SHINGLES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
  - 1. Asphalt shingles.
  - 2. Underlayment.
  - 3. Metal flashing and trim.
  - 4. Roof accesories

1.3 DEFINITION

- A. Roofing Terminology: See ASTM D1079 and glossary of NRCA's "The NRCA Roofing and Waterproofing Manual" for definitions of terms related to roofing work in this Section.

1.4 PREINSTALLATION MEETINGS

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

1.5 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples: For each type of asphalt shingle indicated.

1.6 INFORMATIONAL SUBMITTALS

- A. Sample Warranty: For manufacturer's warranty.

1.7 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Asphalt Shingles: 200 sq. ft. (18.6 sq. m) of each type, in unbroken bundles.

1.8 QUALITY ASSURANCE

- A. Installer Qualifications: An authorized representative who is trained and approved by manufacturer.

1.9 DELIVERY, STORAGE, AND HANDLING

- A. Store roofing materials in a dry, well-ventilated location protected from weather, sunlight, and moisture according to manufacturer's written instructions.
- B. Store underlayment rolls on end on pallets or other raised surfaces. Do not double stack rolls.
- C. Protect unused roofing materials from weather, sunlight, and moisture when left overnight or when roofing work is not in progress.
- D. Handle, store, and place roofing materials in a manner to prevent damage to roof deck or structural supporting members.

1.10 FIELD CONDITIONS

- A. Environmental Limitations: Install self-adhering sheet underlayment within the range of ambient and substrate temperatures recommended in writing by manufacturer.

1.11 WARRANTY

- A. Provide to the owner a GAF Weather Stopper System Plus Ltd Warranty covering:
  1. Roofs installed by a Certified Contractor or Certified GAF Master Elite Contractor only.
  2. Manufacturing defects: 100% coverage for materials and labor for 40 years from date of Substantial Completion with the first 20 years non-prorated.
  3. Warranted against algae discoloration for 10 years

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Exterior Fire-Test Exposure: Provide asphalt shingles and related roofing materials identical to those of assemblies tested for Class A fire resistance according to ASTM E108 or UL 790 by Underwriters Laboratories or another testing and inspecting agency acceptable to authorities having jurisdiction. Identify products with appropriate markings of applicable testing agency.

## 2.2 GLASS-FIBER-REINFORCED ASPHALT SHINGLES

- A. Laminated-Strip Asphalt Shingles: ASTM D3462/D3462M, laminated, multi-ply overlay construction, glass-fiber reinforced, mineral-granule surfaced, and self-sealing.
1. **Basis-of-Design Product:** Requests for manufacturer substitutions prior to bidding will be reviewed and responded to in conformance with division 1 requirements. Subject to compliance with requirements, provide **GAF “Slateline Lifetime Designer Shingles”** or comparable product pre-approved during bidding.
    - a. Atlas EPS; a Division of Atlas Roofing Corporation.
    - b. GAF.
    - c. IKO Industries Inc.
    - d. Owens Corning.
    - e. PABCO Roofing Products.
    - f. Tamko Building Products, Inc.
  2. Strip Size: Manufacturer's standard.
  3. Algae Resistance: Granules resist algae discoloration.
  4. Color and Blends: **GAF’s Weathered Slate.**
- B. Hip and Ridge Shingles: Manufacturer's standard units to match asphalt shingles.

## 2.3 UNDERLAYMENT MATERIALS

- A. Felt: ASTM D226/D226M, asphalt-saturated organic felts, nonperforated.
1. Type: Type II.
- B. Self-Adhering Sheet Underlayment, Granular Surfaced (Ice and Water Shield): ASTM D1970/D1970M, minimum of 55-mil- (1.4-mm-) thick sheet; glass-fiber-mat-reinforced, SBS-modified asphalt; mineral-granule surfaced; with release backing; cold applied.
1. **Manufacturers:** Requests for manufacturer substitutions prior to bidding will be reviewed and responded to in conformance with Division 1 requirements. Subject to compliance with requirements, provide products by one of the following manufacturers or manufacturer pre-approved during bidding:
    - a. Atlas EPS; a Division of Atlas Roofing Corporation.
    - b. Carlisle WIP Products; a brand of Carlisle Construction Materials.
    - c. CertainTeed Corporation.
    - d. GAF.
    - e. Henry Company.
    - f. Owens Corning.

## 2.4 ACCESSORIES

- A. Asphalt Roofing Cement: ASTM D4586, Type II, asbestos free.

- B. Roofing Nails: ASTM F1667; aluminum, stainless-steel, copper, or hot-dip galvanized-steel wire shingle nails, minimum **0.120-inch- (3-mm-)** diameter, sharp-pointed, with a minimum **3/8-inch- (9.5-mm-)** diameter flat head and of sufficient length to penetrate **3/4 inch (19 mm)** into solid wood decking or extend at least **1/8 inch (3 mm)** through OSB or plywood sheathing.
  - 1. Shank: Barbed.
  - 2. Where nails are in contact with metal flashing, use nails made from same metal as flashing.
- C. Felt-Underlayment Nails: Aluminum, stainless-steel, or hot-dip galvanized-steel wire with low-profile capped heads or disc caps, **1-inch (25-mm)** minimum diameter.
- D. Exhaust Fan Vents: Galvanized Steel, Mill Finish. Match existing size and capacity.
- E. Attic Exhaust Vents: Galvanized Steel, Mill Finish. Match existing size and capacity.

## 2.5 METAL FLASHING AND TRIM

- A. Fabricate sheet metal flashing and trim to comply with recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to design, dimensions, metal, and other characteristics of the item.
  - 1. Valley Flashings, 0.028 inch thick Galvanized Steel: Fabricate in lengths not exceeding **10 feet (3 m)** with **1-inch- (25-mm-)** high, inverted-V profile at center of valley and equal flange widths of **10 inches (250 mm)**.
  - 2. Drip Edges (Gutter Apron), Prefinished – Match Color and Material to Existing (For Galvanized Steel 0.022 inch thick; For Aluminum 0.032 inch thick): Fabricate in lengths not exceeding **10 feet (3 m)** with **2-inch (50-mm)** roof-deck flange and **1-1/2-inch (38-mm)** fascia flange with **3/8-inch (9.5-mm)** drip at lower edge.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
  - 1. Examine roof sheathing to verify that sheathing joints are supported by framing and blocking or metal clips and that installation is within flatness tolerances.
  - 2. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and completely anchored; and that provisions have been made for flashings and penetrations through asphalt shingles.
- B. Prepare written report, endorsed by Installer, listing conditions detrimental to performance of the Work.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 UNDERLAYMENT INSTALLATION

- A. General: Comply with underlayment manufacturer's written installation instructions applicable to products and applications indicated unless more stringent requirements apply.
- B. Single-Layer Felt Underlayment: Install on roof deck parallel with and starting at the eaves. Lap sides a minimum of **2 inches (50 mm)** over underlying course. Lap ends a minimum of **4 inches (100 mm)**. Stagger end laps between succeeding courses at least **72 inches (1830 mm)**. Fasten with felt-underlayment nails.
1. Install felt underlayment on roof deck not covered by self-adhering sheet underlayment. Lap sides of felt over self-adhering sheet underlayment not less than **3 inches (75 mm)** in direction that sheds water. Lap ends of felt not less than **6 inches (150 mm)** over self-adhering sheet underlayment.
  2. Install fasteners at no more than **36 inches (914 mm)** o.c.
- C. Self-Adhering Sheet Underlayment (Ice and Water Shield): Install, wrinkle free, on roof deck. Install in strict accordance with manufacturer written installation instructions. Comply with low-temperature installation restrictions of underlayment manufacturer if applicable. Install lapped in direction that sheds water. Lap sides not less than **3-1/2 inches (89 mm)**. Lap ends not less than **6 inches (150 mm)** staggered **24 inches (600 mm)** between courses. Roll laps with roller. Cover underlayment within seven days.
1. Eaves: Extend from edges of eaves **36 inches (914 mm)** beyond interior face of exterior wall.
  2. Rakes: Extend from edges of rake **36 inches (914 mm)** beyond interior face of exterior wall.
  3. Valleys: Extend from lowest to highest point **18 inches (450 mm)** on each side.
  4. Hips: Extend **18 inches (450 mm)** on each side.
  5. Ridges: Extend **36 inches (914 mm)** on each side.

### 3.3 METAL FLASHING INSTALLATION

- A. General: Install metal flashings and other sheet metal to comply with requirements in Section 076200 "Sheet Metal Flashing and Trim."
1. Install metal flashings according to recommendations in ARMA's "Residential Asphalt Roofing Manual" and NRCA's "NRCA Guidelines for Asphalt Shingle Roof Systems."
- B. Open-Valley Flashings: Install centered in valleys, lapping ends at least **8 inches (200 mm)** in direction to shed water. Fasten upper end of each length to roof deck beneath overlap.
1. Secure hemmed flange edges into metal cleats spaced **12 inches (300 mm)** apart and fastened to roof deck.
  2. Adhere **9-inch- (225-mm-)** wide strip of self-adhering sheet to metal flanges and to self-adhering sheet underlayment.

- C. Rake Drip Edges: Install rake drip-edge flashings over underlayment and fasten to roof deck.
- D. Eave Drip Edges: Install eave drip-edge flashings below underlayment and fasten to roof sheathing.
- E. Pipe Flashings: Form flashing around pipe penetrations and asphalt shingles. Fasten and seal to asphalt shingles as recommended by manufacturer.

### 3.4 ASPHALT-SHINGLE INSTALLATION

- A. General: Install asphalt shingles according to manufacturer's written instructions, recommendations in ARMA's "Residential Asphalt Roofing Manual," and recommendations in NRCA's "NRCA Guidelines for Asphalt Shingle Roof Systems."
- B. Install starter strip along lowest roof edge, consisting of an asphalt-shingle strip with self-sealing strip face up at roof edge.
  - 1. Extend asphalt shingles **3/4 inch (19 mm)** over fasciae at eaves and rakes.
  - 2. Install starter strip along rake edge.
- C. Install first and remaining courses of asphalt shingles stair-stepping diagonally across roof deck with manufacturer's recommended offset pattern at succeeding courses, maintaining uniform exposure.
- D. Fasten asphalt-shingle strips with a minimum of five roofing nails located according to manufacturer's written instructions.
  - 1. When ambient temperature during installation is below **50 deg F (10 deg C)**, seal asphalt shingles with asphalt roofing cement spots.
- E. Open Valleys: Cut and fit asphalt shingles at open valleys, trimming upper concealed corners of shingle strips. Maintain uniform width of exposed open valley from highest to lowest point.
  - 1. Set valley edge of asphalt shingles in a **3-inch- (75-mm-)** wide bed of asphalt roofing cement.
  - 2. Do not nail asphalt shingles to metal open-valley flashings.
- F. Hip and Ridge Shingles: Maintain same exposure of cap shingles as roofing shingle exposure. Lap cap shingles at ridges to shed water away from direction of prevailing winds. Fasten with roofing nails of sufficient length to penetrate sheathing.
  - 1. Fasten ridge cap asphalt shingles to cover ridge vent without obstructing airflow.

END OF SECTION 073113

SECTION 075323 - ETHYLENE-PROPYLENE-DIENE-MONOMER (EPDM) ROOFING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
  - 1. Adhered ethylene-propylene-diene-terpolymer (EPDM) roofing system.
  - 2. Cover board.

1.3 DEFINITIONS

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

1.4 PREINSTALLATION MEETINGS

- A. Preliminary Roofing Conference: Before starting roof deck construction, conduct conference at Project site.
  - 1. Meet with Owner, roofing system manufacturer's representative, and others whose work interfaces with or affects roofing, including installers of roof accessories and roof-mounted equipment.
  - 2. Review methods and procedures related to roofing installation, including manufacturer's written instructions.
  - 3. Review and finalize construction schedule, and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
  - 4. Review deck substrate requirements for conditions and finishes, including flatness and fastening.
  - 5. Review structural loading limitations of roof deck during and after roofing.
  - 6. Review base flashings, special roofing details, roof drainage, roof penetrations, equipment curbs, and condition of other construction that affects roofing system.
  - 7. Review governing regulations and requirements for insurance and certificates if applicable.
  - 8. Review temporary protection requirements for roofing system during and after installation.
  - 9. Review roof observation and repair procedures after roofing installation.



1.5 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: Include roof plans, sections, details, and attachments to other work, including the following:
  - 1. Base flashings and membrane terminations.
  - 2. Roof plan showing orientation of roof deck and orientation of roof membrane and fastening spacings and patterns for mechanically fastened roofing system.
  - 3. Insulation fastening patterns for corner, perimeter, and field-of-roof locations.

1.6 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer and manufacturer.
- B. Manufacturer Certificates: Signed by roof membrane manufacturer, certifying that roofing system complies with requirements specified in "Performance Requirements" Article.

1.7 CLOSEOUT SUBMITTALS

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

1.8 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A qualified manufacturer that is listed in FM Approvals' RoofNav for roofing system identical to that used for this Project.
  - 1. Qualified Manufacturer shall have a minimum 5 years of experience manufacturing roof system components identical to those specified for this project.
- B. Installer Qualifications: A qualified firm that is approved, authorized, or licensed by roofing system manufacturer to install manufacturer's product and that is eligible to receive manufacturer's special warranty.
  - 1. Qualified Installer shall have a minimum 5 years of experience installing roof systems comparable to the system specified for this project.
    - a. Qualified Installer shall provide references, including project name, location, owner and owner's contact information (current phone number) if requested for verification by the Architect and/or Owner.

1.9 DELIVERY, STORAGE, AND HANDLING

- A. Deliver roofing materials to Project site in original containers with seals unbroken and labeled with manufacturer's name, product brand name and type, date of manufacture,

approval or listing agency markings, and directions for storing and mixing with other components.

- B. Store liquid materials in their original undamaged containers in a clean, dry, protected location and within the temperature range required by roofing system manufacturer. Protect stored liquid material from direct sunlight.
  - 1. Discard and legally dispose of liquid material that cannot be applied within its stated shelf life.
- C. Handle and store roofing materials, and place equipment in a manner to avoid permanent deflection of deck.

1.10 FIELD CONDITIONS

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit roofing system to be installed according to manufacturer's written instructions and warranty requirements.
  - 1. The Contractor is responsible for maintaining a weathertight condition at all times during the duration of this project. The Contractor shall be responsible for any damages to the building and the building contents if they do not maintain a weathertight condition during the duration of this project.

1.11 WARRANTY

- A. Special Full System Warranty (NO DOLLAR LIMIT): Manufacturer agrees to repair or replace components of roofing system that fail in materials or workmanship within specified warranty period.
  - 1. Special full system warranty includes roof membrane, base flashings, roof insulation, fasteners, substrate board, and other components of roofing system.
    - a. The Warranty shall include a 90mph peak gust wind speed warranty even if a warranty supplement is required.
    - b. The Warranty shall not require the Owner's signature.
    - c. The Warranty shall be fully transferable.
    - d. The Warranty shall be issued directly from the roof system manufacturer and fully paid for by the roofing contractor.
    - e. The Warranty shall not charge the Owner a "proration" of materials or services during the entire warranty period, but shall repair or replace the roofing system at "actual" costs.
  - 2. Warranty Period: 20 years from Date of Substantial Completion.
- B. Special Project Warranty: Installer shall issue a certified MRCA Roofing Contractor Materials and Workmanship Warranty, covering Work of this Section, including all components of roofing system such as membrane roofing, base flashing, roof

insulation, fasteners, substrate boards, vapor retarders, metal flashings, and other components for the roofing system, for the following warranty period:

1. Warranty Period: Two years from Date of Substantial Completion.

## PART 2 - PRODUCTS

### 2.1 PERFORMANCE REQUIREMENTS

- A. General Performance: Installed roofing system and base flashings shall withstand specified uplift pressures, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Roofing and flashings shall remain watertight.
  1. Accelerated Weathering: Roof membrane shall withstand 2000 hours of exposure when tested according to ASTM G152, ASTM G154, or ASTM G155.
  2. Impact Resistance: Roof membrane shall resist impact damage when tested according to ASTM D3746, ASTM D4272, or the Resistance to Foot Traffic Test in FM Approvals 4470.
- B. Material Compatibility: Roofing materials shall be compatible with one another and adjacent materials under conditions of service and application required, as demonstrated by roof membrane manufacturer based on testing and field experience.
- C. FM Approvals' RoofNav Listing: Roof membrane, base flashings, and component materials shall comply with requirements in FM Approvals 4450 or FM Approvals 4470 as part of a roofing system, and shall be listed in FM Approvals' RoofNav for Class 1 or noncombustible construction, as applicable. Identify materials with FM Approvals Certification markings.
- D. Exterior Fire-Test Exposure: ASTM E108 or UL 790, Class A; for application and roof slopes indicated; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.

### 2.2 EPDM ROOFING

- A. EPDM Sheet: ASTM D4637/D4637M, Type I, nonreinforced, uniform, flexible EPDM sheet.
  1. Basis-of-Design Product: Subject to compliance with requirements, provide Firestone Building Products; Low Slope Fire Retardant RubberGard EPDM Membrane or a comparable product by one of the following:
    - a. Carlisle SynTec Incorporated.
    - b. Johns Manville; a Berkshire Hathaway company.
    - c. Versico Roofing Systems.
  2. Thickness: 60 mils (1.5 mm), nominal.

3. Exposed Face Color: Black.

## 2.3 AUXILIARY ROOFING MATERIALS

- A. General: Auxiliary materials recommended by roofing system manufacturer for intended use and compatible with other roofing components.
  1. Liquid-type auxiliary materials shall comply with VOC limits of authorities having jurisdiction.
- B. Sheet Flashing: 60-mil- (1.5-mm-) thick EPDM, partially cured or cured, according to application.
- C. Bonding Adhesive: Manufacturer's standard.
- D. Seaming Material: Manufacturer's standard, synthetic-rubber polymer primer and 3-inch- (75-mm-) wide minimum, butyl splice tape with release film.
- E. Lap Sealant: Manufacturer's standard, single-component sealant, colored to match membrane roofing.
- F. Water Cutoff Mastic: Manufacturer's standard butyl mastic sealant.
- G. Metal Termination Bars: Manufacturer's standard, predrilled stainless steel or aluminum bars, approximately 1 by 1/8 inch (25 by 3 mm) thick; with anchors.
- H. Metal Battens: Manufacturer's standard, aluminum-zinc-alloy-coated or zinc-coated steel sheet, approximately 1 inch wide by 0.05 inch thick (25 mm wide by 1.3 mm thick), prepunched.
- I. Fasteners: Factory-coated steel fasteners and metal or plastic plates complying with corrosion-resistance provisions in FM Approvals 4470, designed for fastening components to substrate, and acceptable to roofing system manufacturer.
- J. Miscellaneous Accessories: Provide pourable sealers, preformed cone and vent sheet flashings, molded pipe boot flashings, preformed inside and outside corner sheet flashings, reinforced EPDM securement strips, T-joint covers, in-seam sealants, termination reglets, cover strips, and other accessories.

## 2.4 INSULATION ACCESSORIES

- A. Cover Board: ASTM C1177/C1177M, glass-mat, water-resistant gypsum board or ASTM C1278/C1278M, fiber-reinforced gypsum board.
  1. DensDeck Prime Roof Board (Basis-of-Design)
  2. Thickness: Type X, 1/2 inch.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements and other conditions affecting performance of the Work.
  - 1. Verify that roof openings and penetrations are in place, curbs are set and braced, and roof-drain bodies are securely clamped in place.
  - 2. Verify that wood blocking, curbs, and nailers are securely anchored to roof deck at penetrations and terminations and that nailers match thicknesses of insulation.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

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

### 3.3 INSTALLATION OF ROOFING, GENERAL

- A. Install roofing system according to roofing system manufacturer's written instructions.
- B. Complete terminations and base flashings and provide temporary seals to prevent water from entering completed sections of roofing system at end of workday or when rain is forecast. Remove and discard temporary seals before beginning work on adjoining roofing.
- C. Install roof membrane and auxiliary materials to tie in to existing roofing to maintain weathertightness of transition.

### 3.4 INSTALLATION OF COVER BOARDS

- A. Install cover boards over insulation with long joints in continuous straight lines with end joints staggered between rows. Offset joints of insulation below a minimum of 6 inches (150 mm) in each direction.
  - 1. Trim cover board neatly to fit around penetrations and projections, and to fit tight to intersecting sloping roof decks.
  - 2. At internal roof drains, conform to slope of drain sump.
    - a. Trim cover board so that water flow is unrestricted.
  - 3. Cut and fit cover board tight to nailers, projections, and penetrations.

4. Adhere cover board to substrate using adhesive according to SPRI's Directory of Roof Assemblies listed roof assembly requirements for specified Wind Uplift Load Capacity and FM Global Property Loss Prevention Data Sheet 1-29, as follows:
  - a. Set cover board in ribbons of bead-applied insulation adhesive, firmly pressing and maintaining insulation in place.

### 3.5 INSTALLATION OF ADHERED ROOF MEMBRANE

- A. Adhere roof membrane over area to receive roofing according to roofing system manufacturer's written instructions.
- B. Start installation of roofing in presence of roofing system manufacturer's technical personnel.
- C. Accurately align roof membrane and maintain uniform side and end laps of minimum dimensions required by manufacturer. Stagger end laps.
- D. Bonding Adhesive: Apply to substrate and underside of roof membrane at rate required by manufacturer and allow to partially dry before installing roof membrane. Do not apply to splice area of roof membrane.
- E. In addition to adhering, mechanically fasten roof membrane securely at terminations, penetrations, and perimeters.
- F. Apply roof membrane with side laps shingled with slope of roof deck where possible.
- G. Adhesive Seam Installation: Clean both faces of splice areas, apply splicing cement.
  1. Firmly roll side and end laps of overlapping roof membrane to ensure a watertight seam installation.
  2. Apply lap sealant and seal exposed edges of roofing terminations.
- H. Tape Seam Installation: Clean and prime both faces of splice areas, apply splice tape.
  1. Firmly roll side and end laps of overlapping roof membrane to ensure a watertight seam installation.
  2. Apply lap sealant and seal exposed edges of roofing terminations.
- I. Repair tears, voids, and lapped seams in roof membrane that do not comply with requirements.
- J. Spread sealant or mastic bed over deck-drain flange at roof drains, and securely seal roof membrane in place with clamping ring.

### 3.6 INSTALLATION OF BASE FLASHING

- A. Install sheet flashings and preformed flashing accessories, and adhere to substrates according to roofing system manufacturer's written instructions.

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

3.7 FIELD QUALITY CONTROL

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

3.8 PROTECTING AND CLEANING

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

END OF SECTION 075323

**KEYNOTE LEGEND**

073113.A	ASPHALT SHINGLE SYSTEM
073113.B	ASPHALT HIP/RIDGE SHINGLE
073113.C	30# FELT UNDERLAYMENT
073113.D	ICE AND WATER SHIELD UNDERLAYMENT - INSTALL 3'-0" BEYOND INSULATED LINE
075323.A	60MIL FULLY ADHERED EPDM ROOF SYSTEM W/ 20YR FULL SYSTEM ROOF WARRANTY
075323.B	EPDM ROOFING SEAM PRIMER
075323.C	6" WIDE PRESSURE-SENSITIVE REINFORCED EPDM MEMBRANE STRIP
075323.D	FASTENER & SEAM FASTENING PLATE, MAX. 12" O.C.
075323.E	BONDING ADHESIVE
075323.F	COVER BOARD - 1/2" TYPE 'X' GLASS MAT REINFORCED GYPSUM ROOF BOARD, ADHERED
076200.A	0.028" THICK GALVANIZED STEEL VALLEY FLASHING
076200.B	PREFINISHED GUTTER APRON - MATCH EXISTING MATERIAL AND COLOR (THICKNESS OF MATERIAL TO BE 0.032" ALUMINUM OR 0.022" GALVANIZED STEEL)
077200.A	NEW ATTIC EXHAUST VENT: GALVANIZED STEEL, MILL FINISH - MATCH EXISTING SIZE AND CAPACITY
077200.B	NEW EXHAUST FAN VENT: GALVANIZED STEEL, MILL FINISH - MATCH EXISTING SIZE AND CAPACITY

**GENERAL NOTES**

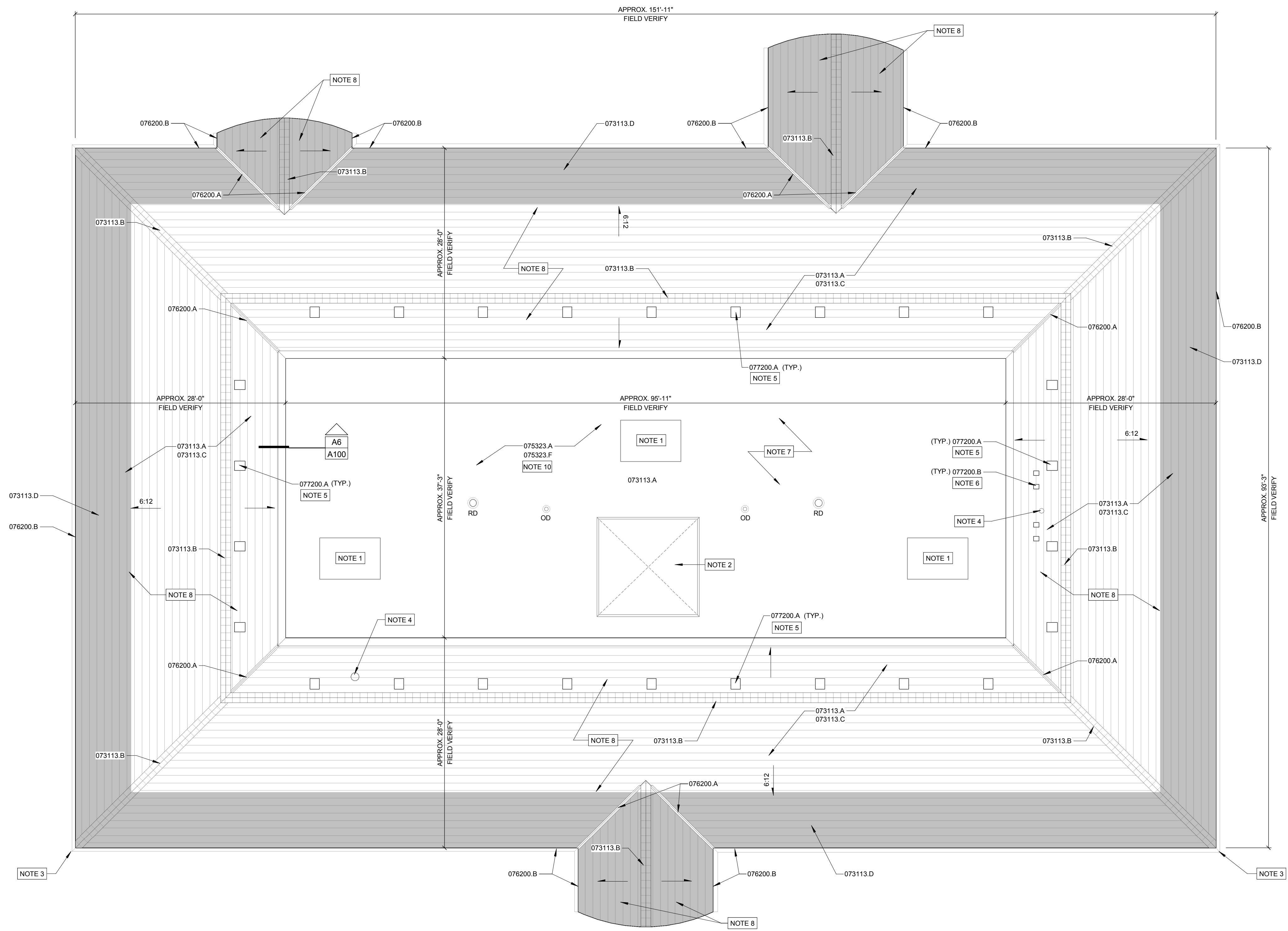
- NOTES APPLY TO ALL TRADES AND DRAWINGS
- WHERE REMOVAL OF ITEMS LEAVES A HOLE OR DAMAGED SURFACE THAT WILL BE EXPOSED IN FINISHED WORK, PATCH AND REPAIR DAMAGE TO MATCH ADJACENT FINISHED SURFACE.
- COORDINATE WORK OF ALL OTHER TRADES WITH YOUR TRADE PRIOR TO STARTING CONSTRUCTION.
- FIELD VERIFY EXISTING CONDITIONS AND DIMENSIONS PRIOR TO COMMENCEMENT OF ANY NEW CONSTRUCTION. NOTIFY ARCHITECT IMMEDIATELY OF ANY DISCREPANCIES.
- GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE COORDINATION OF THE WORK OF ALL TRADES.
- CONSULT ARCHITECT FOR ANY AND ALL LOCATIONS WHERE UNFORSEEN OR UNUSUAL STRUCTURAL CONDITIONS EXIST.
- DO NOT SCALE DIMENSIONS FROM THESE DRAWINGS. VERIFY ALL DIMENSIONS AND REPORT ANY DISCREPANCIES TO THE ARCHITECT IMMEDIATELY.
- PROVIDE PROTECTION TO ENSURE SAFE PASSAGE OF PEOPLE AROUND WORK-AREAS AND TO AND FROM OCCUPIED PORTIONS OF BUILDING.
- CONTRACTOR IS TO INSPECT ALL EXISTING ROOF GUTTER JOINTS FOR LEAKS AND REPAIR ANY LEAKS AS NEEDED. SPECIFIC LOCATIONS OF CORNER JOINTS IDENTIFIED TO BE REPLACED ARE NOTED ON PLAN. MATCH REPLACEMENT PIECES TO EXISTING.

**SHEET A100 SHEET SPECIFIC NOTES**

- EXISTING AIR HANDLING UNIT TO REMAIN. INTEGRATE NEW ROOFING ASSEMBLY INTO EXISTING AHU CURB. EXISTING SKYLIGHT TO REMAIN. INTEGRATE NEW ROOF ASSEMBLY INTO CURB.
- REPLACE EXISTING GUTTER CORNER PIECE DUE TO LEAK. INSPECT ALL EXISTING GUTTERS AND REPAIR LEAKS AT JOINT AS NEEDED.
- EXISTING STACK VENT TO REMAIN
- REPLACE ROOF ATTIC VENT ON ALL SIDES. TOTAL OF 26 VENTS. MATCH EXISTING.
- REPLACE ALL 4 EXHAUST VENTS ON EAST SIDE. MATCH EXISTING.
- REMOVE EXISTING BALLASTED EPDM ROOF SYSTEM DOWN TO EXISTING INSULATION AND PREPARE AS REQUIRED TO RECEIVE NEW FULLY ADHERED EPDM ROOF SYSTEM. INSPECT EXISTING INSULATION FOR DAMAGE FROM LEAKAGE. REPAIR/REPLACE INSULATION AS NEEDED TO MAINTAIN R-20 VALUE.
- REMOVE EXISTING ASPHALT SHINGLE ROOFING SYSTEM DOWN TO EXISTING AVAILABLE SUBSTRATE (TYPICAL). EXTEND EPDM MEMBRANE UNDER FIRST 3 COURSES OF ASPHALT SHINGLES
- SEE ALTERNATE NO. 01: DEDUCT FOR LOOSELY LAID, BALLASTED EPDM ROOFING SYSTEM WITHOUT ROOF BOARD

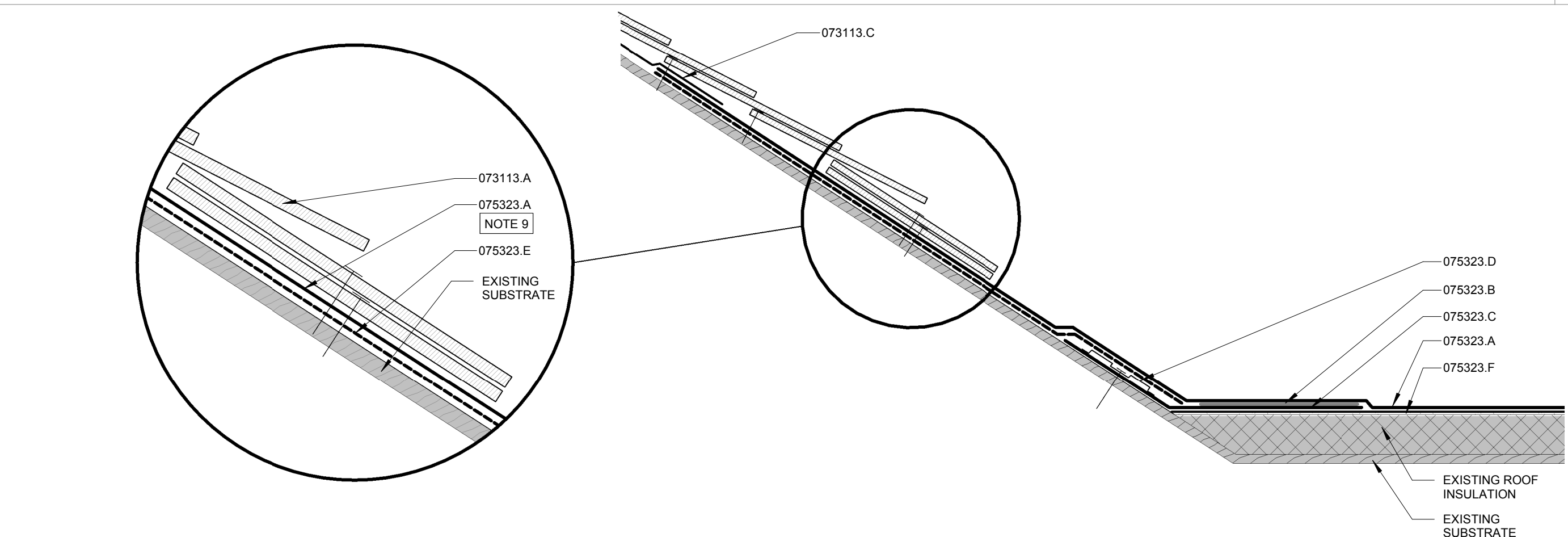
**ROOF LEGEND**

- INDICATES DIRECTION OF ROOF SLOPE
- INDICATES LOCATION OF EXISTING ROOF DRAIN TO REMAIN
- INDICATES LOCATION OF EXISTING OVERFLOW DRAIN TO REMAIN
- INDICATES EXTENT OF ASPHALT ROOF SHINGLE SYSTEM (073113.A)
- INDICATES LOCATION OF ICE AND WATER SHIELD UNDERLAYMENT (073113.D)



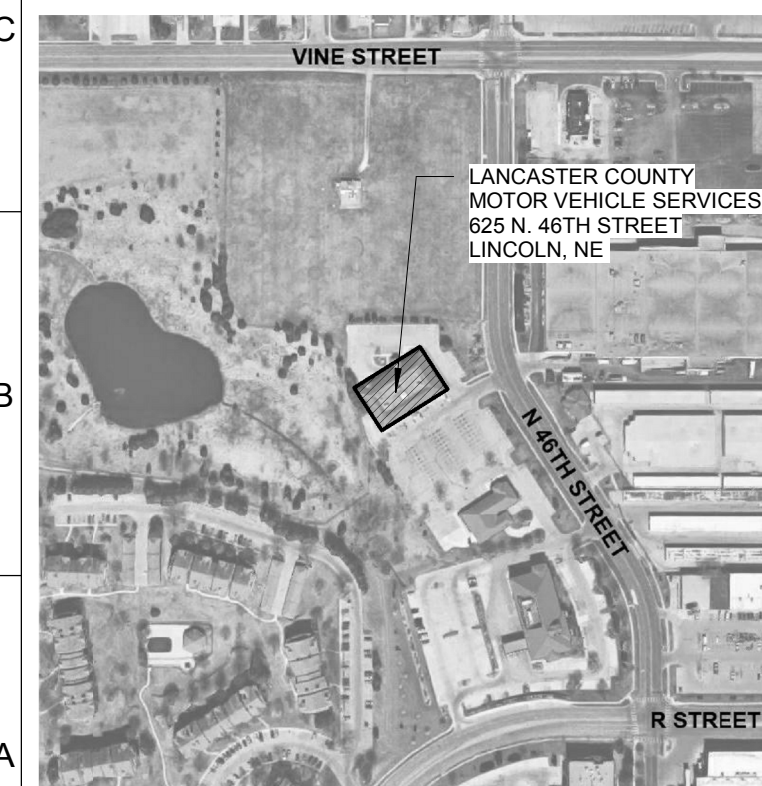
**D1 ROOF PLAN**

SCALE: 1/8" = 1'-0"



**A6 SECTION DETAIL**

SCALE: 1/2" = 1'-0" ROOF TRANSITION FROM FLAT TO SLOPED



VICINITY MAP

**REVISION SCHEDULE:**




PROJECT CONSULTANTS

**LANCASTER COUNTY DMV  
ROOF REPLACEMENT  
46TH & R STREET**

**SINCLAIR hille architects**  
 700 O St. Lincoln, NE 68508  
 T: 402.476.7331 F: 402.476.8341

**Roof Plan, Section Detail, and Vicinity Map**

SHA PROJECT NO. 19015

**A100**



# INSTRUCTIONS TO BIDDERS

## LANCASTER COUNTY, NEBRASKA

### PURCHASING DIVISION

#### E-Bid

#### 1. **BIDDING PROCEDURE**

- 1.1 Sealed bid, (formal and informal), subject to Instructions and General Conditions and any special conditions set forth herein, will be received in the office of the Purchasing Division, 440 So. 8<sup>th</sup> St., Lincoln, NE 68508, until the bid closing date and time indicated for furnishing Lancaster County, hereinafter referred to as "County", the materials, supplies, equipment or services shown in the electronic bid request.
- 1.2 Bidders shall use the electronic bid system for submitting bids and must complete all required fields. If you do not care to bid, please respond to the bid request and note your reason.
- 1.3 Identify the item you will furnish by brand or manufacturer's name and catalog numbers. Also furnish specifications and descriptive literature if not bidding the specific manufacturer or model as listed in the specifications.
- 1.4 Any person submitting a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.5 Bids received after the time and date established for receiving bids will be rejected.
- 1.6 The Bidders and public are invited, but not required, to attend the formal opening of bids. At the opening, prices will be displayed electronically and/or read aloud to the public. The pricing is also available for immediate viewing on-line. No decisions related to an award of a contract or purchase order will be made at the opening.

#### 2. **BID SECURITY**

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or Bidder's bond, may be required to be submitted with this bid document, as indicated on the bid.
  - 2.1.1 Bid security, if required, shall be in the amount specified on the bid. The bid security must be scanned and attached to the "Response Attachments" section of your response or it can be faxed to the Purchasing office at 402-441-6513. The original bid security should then be sent or delivered to the office of the Purchasing Division, 440 S. 8<sup>th</sup> St., Ste. 200, Lincoln, NE 68508 within three (3) days of bid closing.
  - 2.1.2 If bid security is not received in the Purchasing Division as stated above, the vendor may be determined to be non-responsive.
- 2.2 If alternate bids are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful Bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful Bidder(s) as follows:
  - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the County.
  - 2.4.2 For all other contracts: upon approval by the County of the executed contract and bonds.
- 2.5 County shall have the right to retain the bid security of Bidders to whom an award is being considered until either:
  - 2.5.1 A contract has been executed and bonds have been furnished.
  - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
  - 2.5.3 All bids have been rejected.
- 2.6 Bid security will be forfeited to the County as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this bidding document:
  - 2.6.1 If the Bidder fails or refuses to enter into a contract on forms provided by the County, and/or if the Bidder fails to provide sufficient bonds or insurance within the time period as established in this bidding document.

#### 3. **BIDDER'S REPRESENTATION**

- 3.1 Each Bidder by electronic signature and submitting a bid, represents that the Bidder has read and understands the bidding documents, the bid attributes, the bid attachments, and the bid has been submitted in accordance therewith.
- 3.2 Each Bidder for services further represents that the Bidder has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

#### 4. **INDEPENDENT PRICE DETERMINATION**

- 4.1 By submitting this bid, the Bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder prior to bid opening directly or indirectly to any other Bidder or to any competitor; no attempt has been made, or will be made, by the Bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

**5. CLARIFICATION OF SPECIFICATION DOCUMENTS**

- 5.1 Bidders shall promptly notify the Purchasing Agent or designee of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents.
- 5.2 Bidders desiring clarification or interpretation of the bidding documents for formal bids shall make a written request which must reach the Purchasing Agent or designee at least five (5) calendar days prior to the date and time for receipt of formal bids.
- 5.3 Changes made to the bidding documents will be issued electronically. All vendors registered for that bid will be notified of the addendum. Subsequent Bidders will only receive the bid with the addendum included.
- 5.4 Oral interpretations or changes to the bidding documents made in any manner other than written form, will not be binding on the County; and Bidders shall not rely upon such interpretations or changes.

**6. ADDENDA**

- 6.1 Addenda are instruments issued by the County prior to the date for receipt of bids which modify or interpret the bidding document by addition, deletion, clarification or correction.
- 6.2 Addenda notification will be made available to all registered vendors immediately via e-mail for inspection on-line.
- 6.3 No formal bid addendums will be issued later than forty-eight (48) hours prior to the date and time for receipt of formal bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.

**7. ANTI-LOBBYING PROVISION**

- 7.1 During the period between the advertised date and the contract award, Bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the County Board or County staff except in the course of County-sponsored inquiries, briefings, interviews, or presentations, unless requested by the County.

**8. BRAND NAMES**

- 8.1 Wherever in the specifications or bid that brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 8.2 It is the Bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the County that said item is equal to, or better than, the product specified.
- 8.3 Bids for alternate items shall be stated in the appropriate space on the E-Bid form. Bidders MUST attach to its bid documents in the Vendor Attachment Section of the E-Bid, a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation.
- 8.4 The Bidder must indicate any variances and explain by item number from the bidding document no matter how slight.
- 8.5 If variations are not stated in the bid, it will be assumed that the item being bid fully complies with the County's bidding documents.

**9. DEMONSTRATIONS/SAMPLES**

- 9.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the County.
- 9.2 Such demonstration can be at the County delivery location or a surrounding community.
- 9.3 If items are small and mailable, and the Bidder is proposing an alternate product, the Bidder shall supply a sample of the exact item. Samples will be returned at Bidder's expense after receipt by the County of acceptable goods. The Bidder must indicate how samples are to be returned.

**10. DELIVERY (Non-Construction)**

- 10.1 Each Bidder shall state on the bid the date upon which it can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 10.2 The County reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the bid.
- 10.3 All bids shall be based upon **inside** delivery of the equipment or merchandise F.O.B. to the County at the location specified by the County, with all transportation charges paid.
- 10.4 At the time of delivery, a designated Lancaster County employee will sign the invoice/packing slip. The signature will only indicate that the order has been received and the items actually delivered agree with the delivery invoice. This signature does not indicate all items meet specifications, were received in good condition and/or that there is not possible hidden damage or shortages.

**11. WARRANTIES, GUARANTEES AND MAINTENANCE**

- 11.1 Copies of the following documents, if requested, shall accompany the bid proposal for all items being bid:
  - 11.1.1 Manufacturer's warranties and/or guarantees.
  - 11.1.2 Bidder's maintenance policies and associated costs.
- 11.2 As a minimum requirement of the County, the Bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the County. Replacement parts of defective components shall be shipped at no cost to the County. Shipping costs for defective parts required to be returned to the Bidder shall be paid by the Bidder.

**12. ACCEPTANCE OF MATERIAL**

- 12.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 12.2 Material delivered under this bid shall remain the property of the Bidder until:
  - 12.2.1 A physical inspection and actual usage of the material is made and found to be acceptable to the County; and
  - 12.2.2 Material is determined to be in full compliance with the bidding documents and accepted bid.
- 12.3 In the event the delivered material is found to be defective or does not conform to the bidding documents and accepted bid, the County reserves the right to cancel the order upon written notice to the Bidder and return materials to the Bidder at Bidder's expense.
- 12.4 Awarded Bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the Lancaster County, Nebraska, as required by the bidding documents or purchase orders.
- 12.5 Awarded Bidder's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

**13. BID EVALUATION AND AWARD**

- 13.1 The electronic signature shall be considered an offer on the part of the Bidder. Such offer shall be deemed accepted upon issuance by the County of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 13.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each Bidder so agrees in submitting the bid.
- 13.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 13.4 The bid will be awarded to the lowest responsive, responsible Bidder whose bid will be most advantageous to the County, and as the County deems will best serve the requirements and interests of the County.
- 13.5 The County reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, with or without alternates, by groups, or "lump sum"; to waive irregularities and technicalities in bids; such as shall best serve the requirements and interests of the County.
- 13.6 In order to determine if the Bidder has the experience, qualification, resources and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit additional information as deemed necessary by the County. Failure to provide the information requested to make this determination may be grounds for a declaration of non-responsive with respect to the Bidder.
- 13.7 The County reserves the right to reject irregular bids that contain unauthorized additions, conditions, alternate bids, or irregularities that make the bid incomplete, indefinite or ambiguous.
- 13.8 Any governmental agency may piggyback on any contract entered into from this bid.

**14. INDEMNIFICATION**

- 14.1 The Bidder shall indemnify and hold harmless, to the fullest extent allowed by law, the County, its agents, officers, employees and representatives from and against all claims, demands, suits, actions, payments, liability, judgements and expenses (including court-ordered attorney's fees), arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, civil rights liability, or injury to or destruction of tangible property, including the loss of use resulting therefrom, and that are caused in whole or in part by the Bidder, its employees, agents, any subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable. This section will not require the Bidder to indemnify or hold harmless the County for any losses, claims, damages and expenses arising out of or resulting from the sole negligence of the County, its agents, employees, or representatives.
- 14.2 In any and all claims against the County or any of its members, officers or employees by an employee of the Bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 14.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the Bidder or any subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts.

**15. TERMS OF PAYMENT**

- 15.1 Unless stated otherwise, the County will begin processing payment within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

**16. LAWS**

- 16.1 The laws of the State of Nebraska shall govern the rights, obligations, and remedies of the parties under this bid and any contract reached as a result of this process.
- 16.2 Bidder agrees to abide by all applicable local, state and federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 16.3 The Bidder agrees to hold the County harmless from any claims resulting from the Bidder's unlawful disclosure or use of private or confidential information.

**17. EQUIPMENT TAX ASSESSMENT**

- 17.1 Any bid for public improvement shall comply with Nebraska Revised Statutes 77-1323 and 77-1324. Indicating; every person, partnership, limited liability company, association or corporation furnishing labor or material in the repair, alteration, improvement, erection, or construction of any public improvement shall sign a certified statement which will accompany the contract. The certified statement shall state, stating that all equipment to be used on the project, except that acquired since the assessment date, has been assessed for taxation for the current year, giving the county where assessed.

**18. AFFIRMATIVE ACTION**

- 18.1 Each Bidder agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status.
- 18.2 The successful Bidder will be required to comply with the provisions of the County's Affirmative Action Policy.
- 18.3 The Equal Opportunity Officer will determine compliance or non-compliance with the County's Affirmative Action Policy upon a complete and substantial review of successful Bidder's equal opportunity policies, procedures and practices.
- 18.4 The County provides equal opportunity for all Bidders and encourages minority businesses, women's businesses and locally owned business enterprises to participate in our bidding process.

**19. INSURANCE**

- 19.1 All Bidders shall take special notice of the insurance provisions required for all County contracts (see *Insurance Clause for All County Contracts*).

**20. EXECUTION OF CONTRACT**

- 20.1 Depending on the type of service provided, one of the following methods will be employed. The method applicable to this contract will be checked below:
  - a. **PURCHASE ORDER**, unless otherwise noted.
    - 1. This contract shall consist of a Lancaster County Purchase Order.
    - 2. A copy of the Bidder's bid response (or referenced bid number) attached and that the same, in all particulars, becomes the contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents.
  - b. **CONTRACT**, unless otherwise noted.
    - 1. County will furnish of the Contract to the successful Bidder who shall prepare attachments as required. Insurance as evidenced by a Certificate of Insurance (as required), surety bonds properly executed (as required), and Contract signed and dated.
    - 2. The prepared documents shall be returned to the Purchasing Office within 10 days (unless otherwise noted).
    - 3. The County will sign and date the Contract and submit the Contract to the County Board of Commissioners for approval and signature.
    - 4. Upon approval and signature, the County will return one copy to the successful Bidder.

**21. TAXES AND TAX EXEMPTION CERTIFICATE**

- 21.1 The County is generally exempt from any taxes imposed by the State or Federal Government. A Tax Exemption Certificate will be provided as applicable.

**22. E-VERIFY**

- 22.1 In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section. For information on the E-Verify Program, go to [www.uscis.gov/everify](http://www.uscis.gov/everify).

**INSURANCE CLAUSE FOR ALL CITY OF LINCOLN, LANCASTER COUNTY  
AND PUBLIC BUILDING COMMISSION CONTRACTS**

Insurance coverage on this Contract will be required for the entities selected below

City of Lincoln     Lancaster County     Public Building Commission

Vendors must provide coverage & documents related to the items with a check mark in Sections 1 – 1.9.

This includes proof of coverage and waivers as required below.

All Vendors must comply with Sections 2-8.

THE REQUIREMENTS HEREIN APPLY TO CONTRACTS TO BE ISSUED BY THE CITY OF LINCOLN,  
LANCASTER COUNTY, AND THE LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION.  
FOR PURPOSES OF CERTIFICATES, ENDORSEMENTS AND OTHER PROOF REQUIRED HEREIN, ONLY  
INCLUDE THE ENTITY ISSUING THE CONTRACT.

FAILURE OF THE APPROPRIATE ENTITY (CITY, COUNTY, OR PUBLIC BUILDING COMMISSION) TO  
OBJECT TO THE FORM OF THE CERTIFICATE OR ENDORSEMENT OR TO DEMAND SUCH PROOF AS  
IS REQUIRED HEREIN SHALL NOT CONSTITUTE A WAIVER OF ANY OF THE INSURANCE  
REQUIREMENTS SET FORTH BELOW.

**Insurance; Coverage Information**

The Contractor shall, prior to beginning work, provide proof of insurance coverage in a form satisfactory to the City/County/PBC, which shall not withhold approval unreasonably. The coverages and minimum levels required by this Contract are set forth below and shall be in effect for all times that work is being done pursuant to this Contract. No work on the Project or pursuant to this Contract shall begin until all insurance obligations herein are met to the satisfaction of the City/County/PBC, which shall not unreasonably withhold approval. Self-insurance shall not be permitted unless consent is given by the City/County/PBC prior to execution of the Contract and may require submission of financial information for analysis. Deductible levels shall be provided in writing from the Contractor's insurer and will be no more than \$25,000 per occurrence or as may be approved by the City or County as appropriate. Said insurance shall be written on an **OCCURRENCE** basis, and shall be **PRIMARY, with any insurance coverage maintained by the City/County/PBC being secondary or excess.**

**Certificates**

The Contractor shall provide certificates of insurance and such other proof, such as endorsements, as may be acceptable to the City or County (as appropriate) evidencing compliance with these requirements. The Contractor shall provide a Certificate of Insurance demonstrating the coverage required herein and the necessary endorsements or other proof and waivers described herein and below before being permitted to begin the work or project pursuant to this Contract.

1. **Commercial General Liability**

The Contractor shall provide proof of Commercial General Liability Insurance with a minimum limit of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate. These minimum limits can be met by primary and umbrella liability policies. Coverage shall include: Premises-Operations, Products/ Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury. Such coverage shall be endorsed for the general aggregate to be on a **PER PROJECT** basis, and the Contractor shall provide an additional insured endorsement acceptable to the City/County/PBC. The required insurance must include coverage for all projects and operations of Contractor or similar language that meets the approval of the City/County/PBC, which approval shall not be unreasonably withheld.

1.1 **Additional Insured (Requires an Endorsement Form)**

All Contractors shall provide an Additional Insured Endorsement form or other proof showing the City/County/PBC as additional insured for commercial general liability, auto liability and such other coverages as may be required by the City/County/PBC. The form or other proof shall be as is acceptable to the City/County Attorney.

1.2 **Automobile Liability**

The Contractor shall provide proof of Automobile Liability coverage, which shall include: Owned, Hired and Non-Owned. Bodily Injury and Property Damage Combined Single Limit shall be at least \$1,000,000 Per Accident.

1.3 **Garage Keepers / Garage Liability**

The Contractor shall provide garage insurance, if required. Coverage shall include Garage Liability and Garage Keepers on a Direct Primary Basis, including Auto Physical Damage, with limits of not less than \$1,000,000 each accident Bodily Injury and Property Damage combined liability and Actual Cash Value auto physical damage. Coverage symbol(s) 30 and 21 shall be provided, where applicable.

1.4 **Workers' Compensation; Employers' Liability**

The Contractor shall provide proof of workers' compensation insurance of not less than minimum statutory requirements under the laws of the State of Nebraska and any other applicable State. Employers' Liability coverage with limits of not less than \$500,000 each accident or injury shall be included. The Contractor shall provide the City/County/PBC with an endorsement for waiver of subrogation or other proof of such waiver as may be acceptable to the City or County. The Contractor shall also be responsible for ensuring that all subcontractors have workers' compensation insurance for their employees before and during the time any work is done pursuant to this Contract.

**1.5 Builder's Risk Insurance**

The Contractor shall purchase and maintain builder's risk property insurance for all sites upon which construction is occurring as provided by Contract and all storage sites where equipment, materials, and supplies of any kind purchased pursuant to the Contract are being held or stored unless the Contractor receives notice that the City/County/PBC has obtained a builder's risk policy for itself. Except to the extent recoverable by Contractor from another subcontractor, deductibles shall be the responsibility of the Contractor. This coverage is required whenever the work under contract involves construction or repair of a building structure or bridge.

**1.5.1 Waiver of Builder's Risk Insurance Carrier's Subrogation Rights**

The Contractor and its subcontractor(s) waive all rights of action and subrogation that the insurance company providing the builder's risk policy may have against each of them and/or the City/County/PBC, Architect, and the officers, agents and employees of any of them, for all claims, damages, injuries and losses, to the extent covered by such property insurance. Such waiver of subrogation shall be effective for such persons even though such persons would otherwise have a duty of indemnification or contribution, contractual or otherwise, and even though such persons did not pay the insurance premium directly or indirectly, and whether or not such persons had an insurable interest in any property damaged. The Contractor or subcontractor shall provide proof of such waiver.

**1.6 Pollution Liability**

Contractors shall provide proof of pollution liability insurance arising out of all operations of the Contractors and subcontractors, due to discharge, dispersal, release, or escape of contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water with bodily injury and property damage limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate for:

- 1) Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death;
- 2) Property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed;
- 3) Defense including loss adjustment costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages;
- 4) Definition of pollution conditions shall include asbestos, lead, and mold so that these risks are covered if caused by Contractor/successful candidate's work or operations.
- 5) Coverage is required on an occurrence form.

**1.7 Errors and Omissions; Professional Liability**

Errors and Omissions or Professional Liability insurance, as may be required, covering damages arising out of negligent acts, errors, or omissions committed by Contractor in the performance of this Contract, with a liability limit of not less than \$1,000,000 each claim. Contractor shall maintain this policy for a minimum of two (2) years after completion of the work or shall arrange for a two year extended discovery (tail) provision if the policy is not renewed. The intent of this policy is to provide coverage for claims arising out of the performance of professional Services under this contract and caused by any error, omission, breach or negligent act, including infringement of intellectual property (except patent and trade secret) of the Contractor. This coverage is required whenever the Contractor or service provider is required to be certified, licensed or registered by a regulatory entity and/or where the provider's judgment in planning and design could result in economic loss to City/County/PBC.

**1.8 Railroad Contractual Liability Insurance**

If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or railroad crossing, the Contractor must provide proof acceptable to the City or County that any exception for such work in the Contractor's commercial general liability policy has been removed or deleted.

**1.8.1 Railroad Protective Liability**

If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing or otherwise required by the Special Provisions or applicable requirements of an affected railroad, the Contractor shall provide Railroad Protective Liability Insurance naming the affected railroad/s as insured with minimum limits for bodily injury and property damage of \$2,000,000 per occurrence, \$6,000,000 aggregate, or such other limits as required in the Special Provisions or by the affected railroad. The original of the policy shall be furnished to the railroad and a certified copy of the same furnished to the City/County/PBC Purchasing Department prior to any related construction or entry upon railroad premises by the Contractor or for work related to the Contract.

**1.9 Cyber Insurance**

The Contractor shall maintain network risk and cyber liability coverage (including coverage for unauthorized access, failure of security, breach of privacy perils, as well as notification costs and regulatory defense) in an amount of not less than \$1,000,000. Such insurance shall be maintained in force at all times during the term of the Contract and for a period of two years thereafter for services completed during the term of the Contract.



2. **Cancellation Notice**

All Contractors shall include an endorsement to provide for at least thirty (30) days' firm written notice in the event of cancellation during the term of the Contract and during the period of any required continuing coverages. The Contractor shall provide, prior to expiration of the policies, certificates and endorsement forms evidencing renewal insurance coverages. The parties agree that the failure of City/County/PBC to object to the form of a certificate and/or additional insured endorsement or endorsement forms provided shall not constitute a waiver of this requirement.

3. **Risk of Loss**

Except to the extent covered by the builder's risk insurance, the Contractor shall have the sole responsibility for the proper storage and protection of, and assumes all risk of loss of, any subcontractor's Work and tools, materials, equipment, supplies, facilities, offices and other property at or off the Project site. The Contractor shall be solely responsible for ensuring each subcontractor shall take every reasonable precaution in the protection of all structures, streets, sidewalks, materials and work of other subcontractors. Contractor shall protect its Work from damage by the elements or by other trades working in the area.

4. **Umbrella or Excess Liability**

The Contractor may use an Umbrella, Excess Liability, or similar coverage to supplement the primary insurance stated above in order to meet or exceed the minimum coverage levels required by this Contract.

5. **Minimum Scope of Insurance**

All Liability Insurance policies shall be written on an "Occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted otherwise.

6. **Indemnification**

To the fullest extent permitted by law the Contractor shall indemnify, defend, and hold harmless the Owner, its elected officials, officers, employees, agents, consultants, and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible or intangible property, including the Work itself, but only to the extent caused by the negligent, wrongful, or intentional acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss

or expense is caused in part by the negligence of a party indemnified hereunder. In the event the claim, damage, loss or expense is caused in part by the negligence of a party indemnified hereunder, the indemnification by the Contractor shall be prorated based on the extent of the liability of the party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce obligations of indemnity which would otherwise exist as to a party or person described in this Section. Nothing herein shall be construed to be a waiver of sovereign immunity by the Owner.

7. **Reservation of Rights**

The City/County/PBC reserves the right to require a higher limit of insurance or additional coverages when the City/County/PBC determines that a higher limit or additional coverage is required to protect the City/County/PBC or the interests of the public. Such changes in limits or coverages shall be eligible for a change order or amendment to the Contract.

8. **Sovereign Immunity**

Nothing contained in this clause or other clauses of this Contract shall be construed to waive the Sovereign Immunity of the City/County/PBC.

9. **Further Contact**

For further information or questions concerning coverage or acceptable forms, Contractors may contact the Purchasing Division or the department that issued the bid or the request for proposal.

For general questions regarding Insurance Requirements, please contact Risk Management for the City or County.

smart # 10070200  
7-26-10/law/tb



**CITY OF LINCOLN  
EXECUTIVE ORDER**

NO. 083319

WHEREAS, there is concern over the inappropriate competitive advantages in the public bidding process for local publicly funded construction and delivery service contracts resulting from the misclassification of individuals performing construction labor services as "independent contractors" rather than "employees"; such "independent contractors" are commonly referred to as "1099 workers" due to the IRS form they receive rather than a W-4 which an employee receives;

WHEREAS, this misclassification of such individuals as "independent contractors" rather than as "employees" eliminates any obligation to pay these individuals legally required minimum or overtime wages, to provide legally required workers' compensation insurance, to make unemployment insurance payments, to pay legally required employment and payroll taxes, and to provide any other health, pension, or benefit such individuals would typically receive if properly classified as employees;

WHEREAS, this misclassification of individuals performing construction labor services for the contractor as "independent contractors" rather than "employees" is a violation of federal and state law, but is difficult to enforce once public construction or delivery service contracts have been bid, awarded, and entered into;

WHEREAS, the use of public funds to compensate contractors who unlawfully avoid their obligation to pay legally required minimum or overtime wages, to provide legally required workers' compensation insurance, to make unemployment insurance payments, to pay legally required employment and payroll taxes, and to provide any other health, pension, or benefit is not in the public interest; and

WHEREAS, the Employee Classification Act, Neb. Rev. Stat. §§ 48-2901 to 48-2912 (effective July 15, 2010) provides that any contract entered into between a political subdivision and a contractor shall require that each contractor who performs construction or delivery service pursuant to the contract submit to the political subdivision an affidavit attesting that (1) each individual performing services for such contractor is properly classified under the Employee Classification Act, (2) such contractor has completed a federal I-9 immigration form and has such form on file for each employee performing services, (3) such contractor has complied with Neb. Rev. Stat. § 4-114 requirements that the contractor register and use a federal immigration employment verification system to determine the work eligibility status of new employees physically performing services in the State of Nebraska, (4) such contractor has no reasonable basis to believe that any individual performing services for such contractor is an undocumented worker, and (5) as of the time of the contract, such contractor is not barred from contracting with the state or any political subdivision pursuant to § 48-2912 of the Employee Classification Act.

NOW, THEREFORE, BY VIRTUE OF THE AUTHORITY VESTED IN ME by the Charter of the City of Lincoln, I hereby establish the following policy as to the bid and award of contracts to contractors for construction and delivery services with the City of Lincoln:

The Purchasing Agent shall immediately include in the City of Lincoln's notice to bidders for construction contracts that all contractors submitting bids in response to the notice shall affirmatively certify to the Purchasing Agent that all individuals hired to perform construction or delivery labor services for the contractor under the contract shall be properly classified as employees and not as independent contractors if the individual does not meet the requirements of an independent contractor under federal and state law (including the requirements of the State of Nebraska Employee Classification Act), and that the contractor will comply with all legal obligations with respect to these employees (including, but not limited to, minimum and overtime pay, workers' compensation, unemployment compensation, and payment of federal and state payroll taxes). The

notice to bidders shall further provide that contractors may use affidavits required pursuant to the Employee Classification Act for this purpose, but that a failure to make the affirmative certification to the Purchasing Agent shall render the bidder ineligible for award of the contract.

The Purchasing Agent shall immediately include the following provisions in contracts for construction or delivery services:

(1) Contractor agrees that each individual performing services for the contractor shall be properly classified as an employee and not as an independent contractor if the individual does not meet the requirements of an independent contractor under the State of Nebraska's Employee Classification Act and that contractor shall comply with all legal obligations with respect to the employee (including, but not limited to, minimum and overtime pay, workers' compensation, unemployment compensation, and payment of federal and state payroll taxes).

(2) Contractor understands and agrees that failure to classify each individual hired to perform services under the contract as an employee rather than as an independent contractor if the individual does not meet the requirements of an independent contractor under the State of Nebraska's Employee Classification Act and/or failure to comply with legal obligations with respect to the employee (including, but not limited to, minimum and overtime pay, workers' compensation, unemployment compensation, and payment of federal and state payroll taxes) shall be considered a breach of the contract and is a grounds for rescission of the contract by the City.

(3) Contractor additionally agrees to include the following provisions in each subcontract entered into with a subcontractor as part of the contractor's contract with the City:

(a) Subcontractor agrees that each individual performing services for the subcontractor shall be properly classified as an employee and not as an independent contractor if the individual does not meet the requirements of an independent contractor under the State of Nebraska's Employee Classification Act and that subcontractor shall comply with all legal obligations with respect to the employee (including, but not limited to, minimum and overtime pay,

workers' compensation, unemployment compensation, and payment of federal and state payroll taxes).

(b) Subcontractor understands and agrees that subcontractor's failure to properly classify individuals hired to perform services under the subcontract as employees and not as independent contractors if the individual does not meet the requirements of an independent contractor under the State of Nebraska's Employee Classification Act and/or failure to comply with legal obligations with respect to the employee (including, but not limited to, minimum and overtime pay, workers' compensation, unemployment compensation, and payment of federal and state payroll taxes) shall be considered a breach of the contract and is a grounds for rescission of the subcontract by the contractor.

(4) Contractor agrees that if subcontractor fails to or is suspected of failing to properly classify each individual hired pursuant to the subcontract as an employee and not as an independent contractor if the individual does not meet the requirements of an independent contractor under the State of Nebraska's Employee Classification Act and/or fails to comply with legal obligations with respect to the subcontractor's employee, the contractor shall take appropriate corrective action including, but not limited to, reporting the suspected violation of the State of Nebraska Employee Classification Act to the Nebraska Department of Labor or rescission of the subcontract by the contractor. Written notification of the corrective action shall be submitted to the City of Lincoln Purchasing Department. Contractor understands and agrees that contractor's failure to take appropriate corrective action shall be considered a breach of the contractor's contract with the City of Lincoln and is a grounds for rescission of the contract by the City.

(5) The City of Lincoln shall notify the Nebraska Department of Labor of any contractor or subcontractor it has determined is in breach of contract due to the terms of this order.

(6) Any contractor or subcontractor who shall have been determined by the Nebraska Department of Labor to have knowingly provided a false affidavit to the City of Lincoln

under the State of Nebraska's Employee Classification Act shall be referred to the Purchasing Agent of the City who shall determine whether to declare such contractor or subcontractor an irresponsible bidder who shall be disqualified from receiving any business from the municipality for a stated period of time, in accordance with Lincoln Municipal Code § 2.18.030(n)(1) or (2).

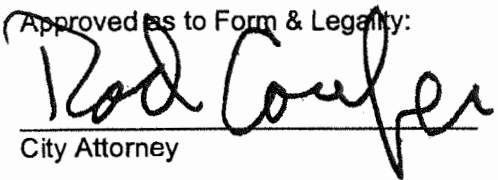
(7) This policy does not prohibit a contractor or subcontractor from hiring individuals to perform construction labor services as independent contractors, provided that the contractor's or subcontractor's use of such individuals as an independent contractor complies with the criteria found in subdivision 5 of Neb. Rev. Stat. § 48-604 and is otherwise valid under federal and state law and is not intended to circumvent lawful obligations under federal and state law or city contractual requirements.

The City Clerk is directed to send a copy of this Executive Order to Vince Mejer, City Purchasing Agent, for his record.

Dated this 28 day of July, 2010.

  
Chris Beutler, Mayor of Lincoln

Approved as to Form & Legality:

  
City Attorney

**Advertise 2 times**  
**Friday, April 12, 2019**  
**Friday, April 19, 2019**

**City of Lincoln/Lancaster County**  
**Purchasing Division**  
**NOTICE TO BIDDERS**

Sealed bids will be received by the Purchasing Agent of the City of Lincoln/Lancaster County, Nebraska BY ELECTRONIC BID PROCESS until: **12:00 pm, Friday, April 26, 2019** for providing the following:

**Lancaster County DMV**  
**Roof Replacement (46<sup>th</sup> & R Streets)**  
**Bid No. 19-114**

*A Pre-bid meeting will be held on Thursday, April 18, 2019 at 2:30 p.m., located at 46<sup>th</sup> & R Streets, Department of Motor Vehicles, Lincoln, NE. Meet outside on South side of building. All interested bidders are encouraged to attend.*

Bidders must be registered on the City/County's E-Bid site in order to respond to the above Bid. To register go to: [lincoln.ne.gov](http://lincoln.ne.gov) (type: e-bid - in search box, then click "Supplier Registration").

Questions concerning this bid process may be directed to City/County Purchasing at (402) 441-8103 or [purchasing@lincoln.ne.gov](mailto:purchasing@lincoln.ne.gov).