

# Interstate Roof Systems Consultants, Inc.

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*Visual Evaluations*

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*Storm Damage Assessment*

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*Quality Compliance Inspection*

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*Infrared Moisture Surveys*

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*Due Diligence Reviews*

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*Specifications*

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## 2023 Roof Replacement Specification

***Prepared for:***  
Jefferson County

***Project:***  
Jefferson County Courthouse  
311 S Center Ave.  
Jefferson, WI 53549

IRSC 7502.PMSQ23  
Roof Areas H, J, J-1, K

***Prepared by:***  
Greg Gardner  
Sr. Project Manager

Alex Young  
Assistant Project Manager

INTERSTATE ROOF SYSTEMS  
CONSULTANTS, INC.  
16680 W. Cleveland Ave  
New Berlin, WI 53151  
Phone: 262-336-8270

***Date:***  
June 2023



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## Section 00100

### INVITATION TO BID

INTERSTATE ROOF SYSTEMS CONSULTANTS, INC.  
16680 W. Cleveland Ave.  
New Berlin, WI 53151  
Phone 262-336-8270

PROJECT: Jefferson County Courthouse  
LOCATION: 311 S Center Ave, Jefferson  
WI 53549  
IRSC PROJECT # 7502.PMSQ23  
INVITATION DATE: June 9, 2023

You are invited to bid on a Single Ply Roofing Replacement Contract. The property, an existing multiple-story multiple-level occupied government building, has approximately 22,800 square feet of roof field involved in this project. Bids shall be on a Lump Sum basis: Unit and Time/Material pricing shall be required for the repair of latent defects.

The work shall proceed in the summer of 2023. Approximately 11,800 square feet The Base Bid work shall be completed on/or before October 1<sup>st</sup>, 2023 and the remainder by October 20<sup>th</sup>.

**Bids shall be received until 9:00 AM CT on Friday July 7<sup>th</sup>, 2023 by the following party:**

Mr. Ben Wehmeier  
County Administrator  
1425 S Wisconsin Drive  
Jefferson, WI 53549  
[BenjaminW@jeffersoncountywi.gov](mailto:BenjaminW@jeffersoncountywi.gov)

Bids received after this time shall not be accepted. Please email a copy of your bid to Ben Wehmeier in addition to submitting a hard copy prior to the bid closing time either at the bid opening location or mailed to Ben Wehmeier prior. Bids shall be opened publicly at the Jefferson County Highway Department Building located at 1425 S Wisconsin Drive, Jefferson WI 53549 in the Highway Committee Conference Room after the designated Bid closing time. Faxed bids will not be accepted.

Bidding Documents may be examined during normal business hours (Monday – Friday, 8:00AM – 5:00PM) at address of the consultant. Electronic copies will be available to pre-qualified bidders prior to the pre-bid meeting. Only Pre-qualified bidders may receive documents.

**To examine the roof, a mandatory accompanied site visit will be conducted at 11:00 AM CT Friday, June 23, 2023.** No other time will be allotted for site visits.

The Owner reserves the right to waive informalities in the bidding and to reject any or all Bids.

As the Owner's Representative:

INTERSTATE ROOF SYSTEMS CONSULTANTS, INC.

Greg Gardner,  
Sr. Project Manager

Alex Young  
Assistant Project Manager

END OF SECTION

## Section 00200

### **INSTRUCTIONS TO BIDDERS**

INTERSTATE ROOF SYSTEMS CONSULTANTS, INC.  
16680 W. Cleveland Ave.  
New Berlin, WI 53151  
Phone 262-336-8270

PROJECT: Jefferson County Courthouse  
LOCATION: 311 S Center Ave, Jefferson  
WI 53549  
IRSC PROJECT # 7502.PMSQ23  
INVITATION DATE: June 9, 2023

To be considered, Bids must be made in accord with these Instructions to Bidders:

#### **DOCUMENTS**

Prequalified bidders may obtain Sketches, Details, and Project Manuals from the Consultant as stipulated in the Invitation to Bid. No partial sets will be issued; the Consultant will issue no sets to sub-bidders.

#### **EXAMINATION**

Bidders shall carefully examine the Documents and the project site to obtain firsthand knowledge of existing conditions. Contractors shall not be given extra payments for conditions which can be determined by examining the site and documents.

#### **QUESTIONS**

Questions about the Sketches, Details, and Project Manual are to be submitted in writing to the Consultant. Replies will be issued to all prime bidders of record as Addenda to the Drawings or Project Manual and will become part of the Contract. The Consultant will not be responsible for oral clarification. Questions received less than 5 business days prior to the Bid opening cannot be answered.

To obtain approval to propose unspecified products, bidders shall submit written requests at least 5 business days before the Bid opening date and hour. Requests received after this time will not be considered. Requests shall clearly describe the product for which approval is sought, including all data necessary to demonstrate acceptability. If the product is acceptable, the Consultant will approve it in an Addendum issued to all prime bidders of record.

#### **BASIS OF THE BID**

The bidder shall submit a Lump Sum on the Base Bid area in order to bid on any Alternates or Additives. Unit Price and Time/Materials bids shall be included. Bids not complying will be rejected.

#### **PREPARATION OF BIDS**

Bids shall be made on unaltered Bid Forms furnished by the Consultant or on unaltered photocopies of the Bid Form. Fill in all blank spaces, sign, date, and submit two copies. Bids shall be signed and the name printed below the signature. Where the bidder is a corporation, the legal name of the Corporation must be signed, the State of incorporation listed, and the signature of an Officer authorized to bind the corporation to a contract must be affixed.

#### **BONDS**

The Owner shall require bonds covering faithful performance of the Contract and payment of all obligations arising thereunder. Bid Security in the amount of 10% shall be included in the bid. Payment and Performance Bonds shall be furnished in such a manner as the Owner may prescribe and with a surety company acceptable to the Owner. Where required, the Owner will pay for the bonds. The bidder shall deliver bonds to the Owner not later than the date of execution of the Contract. Failing or neglecting to deliver bonds, as specified, shall be considered as abandonment of the Contract. See Conditions of the Contract and as may be supplemented.

## **SUBCONTRACTORS**

Names of principal subcontractors shall be listed and attached to the Bid. There shall be only one subcontractor named for each classification listed.

## **APPROVED APPLICATOR STATUS**

A bidder shall submit a manufacturer's affidavit for each roof system upon which he bids. Such verification shall accompany his Bid and shall attest that the bidder has qualified and is currently approved to apply the specified roofing for which that manufacturer may issue the required guarantee.

## **SUBMITTAL**

Enclose the completed Bid Form and required attachments in one opaque, sealed envelope. Clearly mark the envelope with: (1) the caption "SEALED BID ENCLOSED", (2) the project name and IRSC project number, and (3) the name of the bidder. Submit in accordance with the Invitation to Bid.

## **MODIFICATION AND WITHDRAWAL**

Bids may not be modified after submittal. Bidders may withdraw Bids anytime before the Bid opening, but may not resubmit them. No Bid may be withdrawn or modified after the Bid opening except where the award of contract has been delayed for 45 or more calendar days.

## **DISQUALIFICATION**

The Owner reserves the right to disqualify Bids, before or after opening, upon evidence of collusion with intent to defraud or of other illegal practices upon the part of the bidder.

## **GOVERNING LAWS OR REGULATIONS**

The Contractor must ascertain and comply with all ordinances, codes, and laws which are applicable at the project site and which govern business practices and construction.

## **OPENING AND AWARD**

Bids shall be opened as announced in the Invitation to Bid. The Contract shall be awarded on the basis of the lowest responsible Bid from the bidder of whose qualifications the Owner approves. Included in Bid selection shall be consideration of: Lump Sum Base Bids; Bids on Alternates and Additives contained in the original Project Manual; Bids on Alternates and Additives in approved Addenda; Unit Prices; Time/Material Repair Bids.

## **EXECUTION OF THE CONTRACT**

The Owner reserves the right to accept any Bid, and to reject any and all Bids, or to negotiate Contract Terms with various bidders, when such is deemed by the Owner in his best interests.

Notwithstanding any delay in the preparation and execution of the formal Contract Agreement, each bidder shall be prepared, upon notice of Bid acceptance, to commence work as stipulated in the Owner-Contractor Agreement.

The accepted bidder shall assist and cooperate with the Owner in preparing the formal Contract Agreement, and within 5 business days following its presentation, shall execute same and return it to the Owner.

## **COMMENCEMENT DATE**

The commencement date of the project will be stipulated in the OWNER-CONTRACTOR AGREEMENT.

END OF SECTION

00200-2

## Section 00300

### INFORMATION AVAILABLE TO BIDDERS

INTERSTATE ROOF SYSTEMS CONSULTANTS, INC.  
16680 W. Cleveland Ave.  
New Berlin, WI 53151  
Phone 262-336-8270

PROJECT: Jefferson County Courthouse  
LOCATION: 311 S Center Ave, Jefferson  
WI 53549  
IRSC PROJECT # 7502.PMSQ23  
INVITATION DATE: June 6, 2023

Sampling for Asbestos Containing Roofing Materials (ACRM):

Attached are results of laboratory analyses of samples of roofing felts in place at this Project.

They confirm the presence of asbestos mineral fibers in roofing felt samples.

The bidders shall base their bids on removal and disposal of roofing debris in a manner which satisfies the requirements of the Contract Documents.

### CORE INFORMATION

#### **Area H (5.25" Core at test area)**

Metal Deck  
Tapered Asphaltic Perlite  
BUR W/ Gravel  
1.0" Fiberglass Board  
Thermoplastic Membrane  
EPDM  
#2 Stone Ballast

#### **Area J**

Both Metal & Concrete Deck  
Tapered Asphaltic Perlite  
1.0" Fesco  
Modified Base w Cap Sheets  
2.0 Fiberglass  
Thermoplastic Membrane  
EPDM #2 Stone Ballast

#### **Area K**

Concrete Deck  
Tapered EPS  
Thermoplastic Membrane  
1.0" Fiberboard  
EPDM Membrane  
#2 Stone Ballast

### DESIGN INTENT

#### **BASE BID 1: Area H**

Vacuum off existing #2 stone ballast in accordance with the specification. Remove existing roof systems and associated flashings down to the metal decking. Mechanically attach two-way tapered polyisocyanurate insulation and adhere in low-rise foam a 0.5-inch HD coverboard at an average R-value of R-30. Install 60mil fully adhered EPDM roof system.

#### **BASE BID 2: Area J & J-1**

Vacuum off existing #2 stone ballast in accordance with the specification. Remove existing roof systems and associated flashings down to both the metal and concrete deck. Mechanically attach two-way tapered polyisocyanurate insulation and adhere in low rise foam a 0.5-inch HD coverboard at an average R-value of R-30 in areas of metal. Adhere in low-rise foam two-way tapered polyisocyanurate insulation and adhere in low rise foam a 0.5-inch HD coverboard at an average R-value of R-30. Install 60mil fully adhered EPDM roof system.



**BASE BID 3: Area K**

Vacuum off existing #2 stone ballast in accordance with the specification. Remove existing roof systems and associated flashings down to the existing concrete decking. Adhere in low-rise foam two-way tapered polyisocyanurate insulation and adhere in low rise foam a 0.5-inch HD coverboard at an average R-value of R-30. Install 60mil fully adhered EPDM roof system.

**ADDITIVE 1: Area H, J, J-1, K**

In areas of concrete deck, prime and prep the deck and install air and vapor barrier.

**ADDITIVE 2: Area H**

Furnish and install new Bilco roof hatch.

**ADDITIVE 3: Areas H, J, J-1, K**

Install interior protection 4' along all perimeters and parapet walls and all major penetrations within Roof Areas H, J, J-1, K.

**ALTERNATE 1: Areas H, J, K**

Install 60mil Ballasted EPDM roof system in lieu of 60mil fully adhered roof system.

**MICRO ANALYTICAL, INC.**

11521 West North Avenue  
Milwaukee, WI 53226  
(414) 771-0855

**BULK ASBESTOS ANALYTICAL REPORT**  
Utilizing PLM and Dispersion Stain Technique

Customer: IRSC, Inc.  
16680 W. Cleveland Ave Suite A  
New Berlin, WI 53151

Report #: 218115  
Received: 02-Jun-23  
Analyzed: 05-Jun-2023

Job ID: 7502.PMSQ23

Sample ID	% Asbestos	Non-Asbestos Fibrous Components	Non-Fibrous Components	Color	Texture
Area H	5% Chrysotile	2% Cellulose	93%	Black	Resinous
Area J	3% Chrysotile	10% Cellulose	87%	Black	Resinous

Analyzed By: Aaron Engelman

Test method: EPA/600/R-93/116 and EPA - Appendix E to Subpart E of 40 CFR Part 763. Quantitation is done by Calibrated Visual Estimation which has an accepted Relative Percent Difference of 35. This report may not be used to claim product endorsement by NVLAP or any agency of the U.S. Government. This test report relates only to the items tested and shall not be reproduced except in full, without the written approval of MICRO ANALYTICAL, INC.

NVLAP Lab Code 101247-0

Page 1 of 1

END OF SECTION

00300-3

**Section 00410**

**BID FORM**

**BID TO:**

Mr. Ben Wehmeier  
County Administrator  
1425 S Wisconsin Drive  
Jefferson, WI 53549  
[BenjaminW@jeffersoncountywi.gov](mailto:BenjaminW@jeffersoncountywi.gov)

**BID FOR:**

PROJECT: Jefferson County Courthouse  
LOCATION: 311 S Center Ave, Jefferson, WI 53549

**PROJECT:**

IRSC PROJECT # 7502.PMSQ23  
BID DUE: July 7<sup>th</sup>, 2023

**BID FROM:**

Legal Name of Company: \_\_\_\_\_

Full Street Address: \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Federal Tax ID No.: \_\_\_\_\_

The Undersigned:

1. Acknowledges receipt of:
  - A. Project Manual for the referenced Project.
  - B. Drawings numbered RS-1, Sheet 124A, Sheet 124B and Details numbered D-01 through D-13.
  - C. Addendum #\_\_\_\_, dated \_\_\_\_\_, initials of contractor \_\_\_\_\_  
Addendum #\_\_\_\_, dated \_\_\_\_\_, initials of contractor \_\_\_\_\_  
Addendum #\_\_\_\_, dated \_\_\_\_\_, initials of contractor \_\_\_\_\_  
Addendum #\_\_\_\_, dated \_\_\_\_\_, initials of contractor \_\_\_\_\_
2. Attests to examination of the site and the Bidding Documents and to familiarity with all work stipulated in the Bidding Documents.
3. Agrees:
  - A. To hold this Bid open for 45 days after the Bid due date.
  - B. To commence and complete the Work in accord with the dates stipulated in the Contract Agreement.
  - C. To enter into and execute a Contract, if awarded on the basis of the Bid, and to furnish all bonds and insurances required in the Bidding Documents.
  - D. To accomplish the Work in accord with the Contract Documents.
  - E. To agree to Bid security disposition.

Section 00410

**BID FORM - (Continued)**

**BID TO:**

Mr. Ben Wehmeier  
County Administrator  
1425 S Wisconsin Drive  
Jefferson, WI 53549  
[BenjaminW@jeffersoncountywi.gov](mailto:BenjaminW@jeffersoncountywi.gov)

**BID FOR:**

PROJECT: Jefferson County Courthouse  
LOCATION: 311 S Center Ave, Jefferson, WI 53549

**PROJECT:**

IRSC PROJECT # 7502.PMSQ23  
BID DUE: July 7<sup>th</sup>, 2023

**BID FROM:**

Legal Name of Company: \_\_\_\_\_

The Undersigned will construct the referenced Project and submits the following prices and guarantee:

**BASE BID 1: Area H**

Vacuum off existing #2 stone ballast in accordance with the specification. Remove existing roof systems and associated flashings down to the metal decking. Mechanically attach two-way tapered polyisocyanurate insulation and adhere in low-rise foam a 0.5-inch HD coverboard at an average R-value of R-30. Install 60mil fully adhered EPDM roof system.

Labor: \$ \_\_\_\_\_

Material: \$ \_\_\_\_\_

\_\_\_\_\_ square feet @ \$ \_\_\_\_\_ per square foot = Total Bid: \$ \_\_\_\_\_

**BASE BID 2: Area J & J-1**

Vacuum off existing #2 stone ballast in accordance with the specification. Remove existing roof systems and associated flashings down to both the metal and concrete deck. Mechanically attach two-way tapered polyisocyanurate insulation and adhere in low rise foam a 0.5-inch HD coverboard at an average R-value of R-30 in areas of metal. Adhere in low-rise foam two-way tapered polyisocyanurate insulation and adhere in low rise foam a 0.5-inch HD coverboard at an average R-value of R-30. Install 60mil fully adhered EPDM roof system.

Labor: \$ \_\_\_\_\_

Material: \$ \_\_\_\_\_

\_\_\_\_\_ square feet @ \$ \_\_\_\_\_ per square foot = Total Bid: \$ \_\_\_\_\_

**BASE BID 3: Area K**

Vacuum off existing #2 stone ballast in accordance with the specification. Remove existing roof systems and associated flashings down to the existing concrete decking. Adhere in low-rise foam two-way tapered polyisocyanurate insulation and adhere in low rise foam a 0.5-inch HD coverboard at an average R-value of R-30. Install 60mil fully adhered EPDM roof system.

Labor: \$ \_\_\_\_\_

Material: \$ \_\_\_\_\_

\_\_\_\_\_ square feet @ \$ \_\_\_\_\_ per square foot = Total Bid: \$ \_\_\_\_\_

Section 00410

**BID FORM - (Continued)**

**BID TO:**

Mr. Ben Wehmeier  
County Administrator  
1425 S Wisconsin Drive  
Jefferson, WI 53549  
[BenjaminW@jeffersoncountywi.gov](mailto:BenjaminW@jeffersoncountywi.gov)

**BID FOR:**

PROJECT: Jefferson County Courthouse  
LOCATION: 311 S Center Ave, Jefferson, WI 53549

**PROJECT:**

IRSC PROJECT # 7502.PMSQ23  
BID DUE: July 7<sup>th</sup>, 2023

**Material Components breakdown:**

Insulation: \$ \_\_\_\_\_  
Adhesive/Fasteners: \$ \_\_\_\_\_  
EPDM: \$ \_\_\_\_\_  
Sheet Metal: \$ \_\_\_\_\_

**Materials secured/in stock**

Yes/No  
Yes/No  
Yes/No  
Yes/No

**ADDITIVE 1: Area H, J, J-1, K**

In areas of concrete deck, prime and prep the deck and install air and vapor barrier.

Labor: \$ \_\_\_\_\_

Material: \$ \_\_\_\_\_

\_\_\_\_\_ square feet @ \$ \_\_\_\_\_ per square foot = Total Bid: \$ \_\_\_\_\_

**ADDITIVE 2: Area H**

Furnish and install new Bilco roof hatch to match existing dimensions.

Total Bid: \$ \_\_\_\_\_

**ADDITIVE 3: Areas H, J, J-1, K**

Install interior protection 4' along all perimeters and parapet walls and all major penetrations within Roof Areas H, J, J-1, K.

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

**ALTERNATE 1: Areas H, J, J-1, K**

Install 60mil Ballasted EPDM roof system in lieu of 60mil fully adhered roof system. Area J-1 to remain fully adhered.

Area H Total Bid: \$ \_\_\_\_\_

Area J, J-1 Total Bid: \$ \_\_\_\_\_

Area K Total Bid: \$ \_\_\_\_\_

**Material Components breakdown:**

Insulation: \$ \_\_\_\_\_  
Adhesive/Ballast: \$ \_\_\_\_\_  
EPDM: \$ \_\_\_\_\_  
Sheet Metal: \$ \_\_\_\_\_

**Materials secured/in stock**

Yes/No  
Yes/No  
Yes/No  
Yes/No

**Section 00410**

**BID FORM - (Continued)**

**BID TO:**

Mr. Ben Wehmeier  
County Administrator  
1425 S Wisconsin Drive  
Jefferson, WI 53549  
[BenjaminW@jeffersoncountywi.gov](mailto:BenjaminW@jeffersoncountywi.gov)

**BID FOR:**

PROJECT: Jefferson County Courthouse  
LOCATION: 311 S Center Ave, Jefferson, WI 53549

**PROJECT:**

IRSC PROJECT # 7502.PMSQ23  
BID DUE: July 7<sup>th</sup>, 2023

**UNIT PRICES/ALLOWANCES:**

Repair of metal deck, per square foot	\$ _____
Replacement of metal deck, per square foot	\$ _____
Repair of concrete deck, per square foot	\$ _____
Replacement of concrete deck, per square foot	\$ _____
Repair of wood blocking and nailer, per linear foot	\$ _____
Replacement of wood blocking and nailer, per linear foot	\$ _____
Provide crickets and saddles, per square foot	\$ _____

**TIME AND MATERIALS:**

Repair of conditions not described	Material cost plus profit and overhead	_____ %
	Per man-hour	\$ _____
Providing and connecting roof drains	Material cost plus profit and overhead	_____ %
	Per man-hour	\$ _____

**ROOF GUARANTEE:**

Manufacturer's guarantee, 20 years  
Contractor's warranty, 2 years

**ATTACHMENTS:**

Subcontractor's Listing  
Stipulations Regarding Schedule  
Manufacturer's Affidavits  
Bid Security

**Section 00410**

**BID FORM - (Continued)**

**BID TO:**

Mr. Ben Wehmeier  
County Administrator  
1425 S Wisconsin Drive  
Jefferson, WI 53549  
[BenjaminW@jeffersoncountywi.gov](mailto:BenjaminW@jeffersoncountywi.gov)

**BID FOR:**

PROJECT: Jefferson County Courthouse  
LOCATION: 311 S Center Ave, Jefferson, WI 53549

**PROJECT:**

IRSC PROJECT # 7502.PMSQ23  
BID DUE: July 7<sup>th</sup>, 2023

*Authorized signature* in affirmation of the statements and Bid prices on the BID FORM:

\_\_\_\_\_  
Legal Name of Company

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name of Signer

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Title of Signer

\_\_\_\_\_  
Date and State of Incorporation (if incorporated)

\_\_\_\_\_  
Date

Federal Tax ID Number: \_\_\_\_\_

END OF SECTION

**SUBCONTRACTOR LISTING**

In accordance with the Instructions to Bidders, we submit the following:

<u>Subcontractor's Name</u>	<u>Category of Work</u>
_____	Roofing
_____	General Labor
_____	Plumbing
_____	Sheet Metal
_____	Mechanical
_____	Electrical
_____	Masonry
_____	Asbestos Abatement
_____	Stone Ballast Removal

CONTRACTOR: \_\_\_\_\_

BY: \_\_\_\_\_

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

END OF SECTION



**STIPULATIONS REGARDING  
SCHEDULE OF BID WORK**

NOTE TO BIDDERS:

The Owner stipulates that no overtime and that only non-premium rate Saturday work shall be included in this Bid. Affirm your response to this stipulation below.

TO THE OWNER:

The bids we have submitted are calculated on the basis of working:

- Five, 8-hour days, Monday through Friday only.
- Five, 8-hour days, including Saturdays when necessary because of weather.
- Four, 10-hour week days.
- Four 10-hour days including Saturdays when necessary because of weather.
- Five weekdays with as many hours as possible.
- Five days weekly including Saturdays when necessary because of weather and as many hours as possible.
- Six days weekly and as many hours as possible.
- \_\_\_\_\_

We have scheduled and stipulate the following in our Bid:

- a. Saturday work:  None  Weather make-up only  Occasional  Regular
- b. Sunday work:  None  \_\_\_\_\_
- c. Holidays off: (list dates) \_\_\_\_\_
- d. Special events: (list dates) \_\_\_\_\_
- e. \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

BY: \_\_\_\_\_

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

**ESTIMATED WORKDAYS TO COMPLETE:**

BASE BID 1: \_\_\_\_\_ ALTERNATE 1 (AREA H): \_\_\_\_\_

BASE BID 2: \_\_\_\_\_ ALTERNATE 1 (AREA J): \_\_\_\_\_

BASE BID 3: \_\_\_\_\_ ALTERNATE 1 (AREA K): \_\_\_\_\_

END OF SECTION

**ROOF SYSTEM MANUFACTURER'S AFFIDAVIT  
OF APPLICATOR APPROVAL**

**TO OWNER:**

Project Name:

**FROM:**

Manufacturer:

**RE:**

Contractor:

\_\_\_\_\_  
(Legal Name of Company)

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

\_\_\_\_\_  
(Title)

This is to attest that as of this date the referenced roofing contractor is approved or qualified to install our guaranteeable no dollar limit/no penal sum 20-year EPDM roofing systems.

-----  
Manufacturer's  
Representative:

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

\_\_\_\_\_  
(Date)

Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

Phone:

\_\_\_\_\_

END OF SECTION

## SECTION 00 60 00 - PROJECT FORMS

### PART 1 - GENERAL

#### 1.1 FORM OF AGREEMENT AND GENERAL CONDITIONS

- A. The Agreement Form Between the County and Contractors is not bound in this Project Manual.
- B. The Agreement Form may be obtained from the Construction Manager, Maas Brothers Construction Company, upon request.
- C. The following form of Owner/Contractor Agreement and form of the General Conditions shall be used for Project:
  - 1. The General Conditions are included in the Project Manual following this Section.
  - 2. The Supplementary Conditions for Project are separately prepared and included in the Project Manual.

#### 1.2 ADMINISTRATIVE FORMS

- A. Administrative Forms: Additional administrative forms are specified in Division 01 General Requirements.
- B. Copies of AIA standard forms may be obtained from the American Institute of Architects; [www.aiacontractdocs.org](http://www.aiacontractdocs.org); (800) 942-7732.
- C. Preconstruction Forms:
  - 1. Form of Performance Bond and Labor and Material Bond: AIA Document A312-2010 "Performance Bond and Payment Bond."
  - 2. Form of Certificate of Insurance: AIA Document G715-2017 "Supplemental Attachment for ACORD Certificate of Insurance 25."
- D. Information and Modification Forms:
  - 1. Change Order Form: AIA Document G701-2017 "Change Order."
  - 2. Form of Change Directive: AIA Document G714-2017 "Construction Change Directive."
- E. Payment Forms:
  - 1. Schedule of Values Form: AIA Document G703-1992 "Continuation Sheet."
  - 2. Payment Application: AIA Document G702-1992/703-1992 "Application and Certificate for Payment and Continuation Sheet."
  - 3. Form of Contractor's Affidavit: AIA Document G706-1994 "Contractor's Affidavit of Payment of Debts and Claims."
  - 4. Form of Affidavit of Release of Liens: AIA Document G706A-1994 "Contractor's Affidavit of Payment of Release of Liens."
  - 5. Form of Consent of Surety: AIA Document G707-1994 "Consent of Surety to Final Payment."

### PART 2 - PRODUCTS (Not Used)

### PART 3 - EXECUTION (Not Used)

END OF SECTION

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# DRAFT AIA® Document A401™ – 2017

## Standard Form of Agreement Between Contractor and Subcontractor

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

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

« »  
« »  
« »  
« »

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

« »« »  
« »  
« »  
« »

The Contractor has made a contract for construction (hereinafter, the Prime Contract) dated: « March 8, 2022 »

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

« Jefferson County »« »  
« 311 South Center Avenue »  
« Jefferson, WI 53549 »  
« »

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

« Jefferson County – Courthouse/Sheriff’s Building Renovation and Additions »  
« 311 South Center Ave, Jefferson, WI 53549 »  
« »

The Prime Contract provides for the furnishing of labor, materials, equipment and services in connection with the construction of the Project. A copy of the Prime Contract, consisting of the Agreement Between Owner and Contractor (from which compensation amounts may be deleted) and the other Contract Documents enumerated therein, has been made available to the Subcontractor.

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

«Interstate Roof System Consultants, »« Inc. »  
« 16680 W. Cleveland Ave. Suite A »  
« New Berlin, WI 53151 »

**ADDITIONS AND DELETIONS:**  
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

AIA Document A201™-2017, General Conditions of the Contract for Construction, is adopted in this document by reference.



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The Contractor and the Subcontractor agree as follows.

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### ARTICLE 1 THE SUBCONTRACT DOCUMENTS

§ 1.1 The Subcontract Documents consist of (1) this Agreement; (2) the Prime Contract, consisting of the Agreement between the Owner and Contractor and the other Contract Documents enumerated therein; (3) Modifications to the Prime Contract, whether issued before or after the execution of this Agreement, in accordance with the provisions of Article 5; (4) other documents listed in Article 15 of this Agreement; and (5) Modifications to this Subcontract issued after execution of this Agreement, in accordance with the provisions of Article 5. These form the Subcontract, and are as fully a part of the Subcontract as if attached to this Agreement or repeated herein.

§ 1.2 The Subcontract Documents form the Subcontract for Construction. The Subcontract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Subcontract Documents, other than Modifications to the Prime Contract or Modifications to this Subcontract issued subsequent to the execution of this Agreement, appears in Article 15.

§ 1.3 The Subcontract may be amended or modified only by a Modification to this Subcontract. A Modification to this Subcontract is a written amendment to this Agreement signed by both parties, or as otherwise described in, and in accordance with the provisions of, Article 5.

§ 1.4 The Subcontract Documents shall not be construed to create a contractual relationship of any kind (1) between the Architect and the Subcontractor, (2) between the Owner and the Subcontractor, or (3) between any persons or entities other than the Contractor and Subcontractor.

§ 1.5 The Contractor shall make the Subcontract Documents available to the Subcontractor prior to execution of this Agreement, and thereafter, upon request. The Contractor may charge the Subcontractor for the reasonable cost to reproduce the Subcontract Documents provided to the Subcontractor. The Subcontractor, by signing this Agreement, acknowledges that it has independently assured itself that the Prime Contract has been made available to it and

confirms that it has had the opportunity to examine all documents comprising the Prime Contract. The Contractor, in its sole discretion, may withhold any portion of the Prime Contract which contains proprietary and/or pricing information.

## **ARTICLE 2 MUTUAL RIGHTS AND RESPONSIBILITIES**

The Subcontractor shall assume toward the Contractor all obligations and responsibilities that the Contractor, under the Prime Contract, assumes toward the Owner with respect to the Work, unless more stringent requirement in the performance of the Work is provided in this Agreement, in which case this Agreement shall control. The Contractor shall have the benefit of all rights, remedies, and redress against the Subcontractor that the Owner, under the Prime Contract, has against the Contractor insofar as applicable to this Subcontract. Where a provision of such documents is inconsistent with a provision of this Agreement, this Agreement shall govern.

## **ARTICLE 3 CONTRACTOR**

### **§ 3.1 General**

**§ 3.1.1** The Contractor is the person or entity identified as such in this Agreement and is referred to throughout the Subcontract Documents as if singular in number. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all Project matters requiring the Contractor's approval or authorization. The term "Contractor" means the Contractor or the Contractor's authorized representative.

**§ 3.1.2** The Contractor shall render decisions in a timely manner and in accordance with the Contractor's construction schedule.

### **§ 3.2 Services Provided by the Contractor**

**§ 3.2.1** The Contractor shall cooperate with the Subcontractor, subject to Section 4.2, in scheduling and performing the Contractor's Work to avoid conflicts or interference in the Subcontractor's Work and shall review, and expedite written responses to, submittals made by the Subcontractor in accordance with Section 4.2. and Article 5. The Contractor shall provide the Subcontractor with copies of the Contractor's construction schedule and schedule of submittals. The Contractor shall promptly notify the Subcontractor of subsequent changes in the construction and submittal schedules. The Subcontractor shall perform the Work in accordance with such schedules and revisions thereto.

**§ 3.2.2** The Contractor shall provide suitable areas for storage of the Subcontractor's materials and equipment during the course of the Work.

### **§ 3.3 Communications**

**§ 3.3.1** The Contractor shall make available to the Subcontractor information received from the Owner that affects the performance of this Subcontract and that becomes available to the Contractor subsequent to execution of this Subcontract.

**§ 3.3.2** The Contractor shall not give instructions or orders directly to the Subcontractor's employees or to the Subcontractor's Sub-subcontractors or suppliers unless such persons are authorized representatives of the Subcontractor.

**§ 3.3.3** If hazardous materials or substances are being used on the site by the Contractor, a subcontractor, or anyone directly or indirectly employed by them (other than the Subcontractor), and they are a type of hazardous material or substance of which an employer is required by law to notify its employees, the Contractor shall, prior to delivery to the Project site or exposure of the Subcontractor's employees to such material or substance, give notice of the chemical composition thereof to the Subcontractor in sufficient detail and time to permit the Subcontractor's compliance with such laws.

**§ 3.3.4** The Contractor shall promptly notify the Subcontractor of any fault or defect in the Work under this Subcontract or nonconformity with the Subcontract Documents.

### **§ 3.4 Claims by the Contractor**

**§ 3.4.1** Liquidated damages, or any other delay damages for which Contractor is liable to the Owner, if provided for in this Agreement or the Prime Contract, shall be assessed against the Subcontractor to the extent attributable or caused by the Subcontractor or any person or entity for whose acts the Subcontractor may be liable.



### **§ 3.5 Contractor's Remedies**

**§ 3.5.1** If the Subcontractor defaults or neglects to carry out the Work in accordance with this Agreement and fails within three (3) days after receipt of written notice from the Contractor to commence and continue correction of such default or neglect with diligence and promptness, the Contractor may, by appropriate Modification, and without prejudice to other remedies the Contractor may have, make good such deficiencies and/or terminate this Subcontract for cause and finish the Work by such means as the Contractor sees fit. The Contractor may deduct the reasonable cost of curing the default, or completing the Work, and any other damages caused thereby, from the payments then or thereafter due the Subcontractor. If the cost to cure the default, complete the Work and/or offset other damages caused thereby exceeds the unpaid balance, then the Subcontractor shall immediately pay the difference to the Contractor.

**§ 3.5.2** If reasonable grounds exist indicating the Subcontractor will be in breach of the Subcontract and the Subcontractor fails to give the Contractor evidence satisfactory to the Contractor that the Subcontractor will be able to perform and/or otherwise fulfill its obligations under the Subcontract within three (3) days' notice of the Contractor's demand for such assurances, failure to deliver such assurance shall constitute a default entitling the Contractor to the remedies set forth in this Subcontract.

## **ARTICLE 4 SUBCONTRACTOR**

### **§ 4.1 General**

The Subcontractor is the person or entity identified as such in this Agreement and is referred to throughout the Subcontract Documents as if singular in number. The Subcontractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Subcontractor shall designate in writing a representative who shall have express authority to act on the Subcontractor's behalf with respect to the Project. The term "Subcontractor" means the Subcontractor or the Subcontractor's authorized representative.

### **§ 4.2 Execution and Progress of the Work**

**§ 4.2.1** For all Work the Subcontractor intends to subcontract, the Subcontractor shall enter into written agreements with Sub-subcontractors performing portions of the Work. Any written agreement between the Subcontractor and the Sub-subcontractor shall require that; (i) the Sub-subcontractor be bound to the Subcontractor to the same extent the Subcontractor is bound to the Contractor under this Agreement with respect to the work performed by the Sub-subcontractor under the subcontract (e.g. requirements of the Prime Contract and this Agreement with respect to the work of the Sub-subcontractor are incorporated into the subcontract between the Subcontractor and the Sub-subcontractor), (ii) Sub-subcontractor and Subcontractor assume toward the other all obligations and responsibilities that the Contractor and Subcontractor assume toward each other and, Sub-subcontractor and Subcontractor have the benefit of all rights, remedies and redress each against the other that the Contractor and Subcontractor have by virtue of the provisions of this Agreement.

**§ 4.2.2** The Subcontractor shall supervise and direct the Subcontractor's Work to avoid conflict, delay in, or interference with the Work of the Contractor, other subcontractors, the Owner, or Separate Contractors. The Subcontractor is responsible for the acts, omissions and performance of any portion of the Work by any sub-subcontractor, material supplier, laborer or other consultant of the Subcontractor of any tier ("Sub-subcontractor").

### **§ 4.2.3 Submittals**

**§ 4.2.3.1** The Subcontractor shall submit Shop Drawings, Product Data, Samples, and similar submittals required by the Subcontract Documents or otherwise as requested by the Contractor with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Contractor or other subcontractors.

**§ 4.2.3.2** By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Subcontractor represents to the Contractor that the Subcontractor has (1) reviewed and approved them; (2) determined and verified materials, field measurements, and field construction criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Subcontract Documents.

**§ 4.2.4** The Subcontractor shall furnish to the Contractor periodic progress reports on the Work of this Subcontract as required by the Contractor, including information on the status of materials and equipment that may be in the course of preparation, manufacture, or transit.

§ 4.2.5 The Subcontractor agrees that the Contractor and the Architect each have the authority to reject Work of the Subcontractor that does not conform to the Prime Contract or the Subcontract Documents. The Architect's decisions on matters relating to aesthetic effect shall be final and binding on the Subcontractor if consistent with the intent expressed in the Prime Contract.

§ 4.2.6 The Subcontractor shall pay for all materials, equipment, and labor used in connection with the performance of this Subcontract, and shall furnish satisfactory evidence, when requested by the Contractor, to verify compliance with the above requirements, including, but not limited to, lien waivers.

§ 4.2.7 The Subcontractor shall take necessary precautions to properly protect the work of the Contractor, Separate Contractors, and other subcontractors from damage caused by operations under this Subcontract.

§ 4.2.8 The Subcontractor shall cooperate with the Contractor, other subcontractors, the Owner, and Separate Contractors whose work might affect the Subcontractor's Work and shall promptly notify the Contractor of any such interference. The Subcontractor shall participate in the preparation of coordinated drawings in areas of congestion, if required by the Contractor or Prime Contract, specifically noting and advising the Contractor of potential conflicts between the Work of the Subcontractor and that of the Contractor, other subcontractors, the Owner, or Separate Contractors.

§ 4.2.9 By executing this Agreement, the Subcontractor represents and warrants that it has made a thorough examination of the Project Site, it is aware of the physical conditions of the Project Site as well as local available labor, weather, transportation, utilities, and storage conditions, and it has located and allowed for all conditions, including concealed or subsurface conditions that may be encountered in the performance of the Work. The Subcontractor further represents and warrants that it has not relied upon any representations made or implied by the Contractor regarding conditions at or affecting the Project Site. The Subcontractor has taken all such conditions into account in arriving at the Subcontract Price. No additional compensation or extension of time shall be allowed because of physical, subsurface, concealed, abnormal, unknown, unforeseen or other conditions at or affecting the Project Site.

#### § 4.3 Permits, Fees, Notices, and Compliance with Laws

§ 4.3.1 The Subcontractor shall give notices and comply with applicable laws, statutes, ordinances, codes, rules and regulations, permits and lawful orders of public authorities bearing on performance of the Work of this Subcontract. The Subcontractor shall secure and pay for permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Subcontractor's Work. The Subcontractor represents and warrants that it holds all licenses and approvals required to perform the Work, including municipal and state licenses and contractor registration.

§ 4.3.2 The Subcontractor shall comply with all codes, permits, rules, regulations, laws and ordinances, including those relating to safety, taxes, social security, unemployment compensation, workers' compensation and the environment, applicable to the Work or the Project ("Laws" or "laws").

#### § 4.4 Safety Precautions and Procedures

§ 4.4.1 The Subcontractor shall take appropriate safety precautions with respect to performance of this Subcontract. The Subcontractor shall comply with safety measures initiated by the Contractor and the Owner and comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, for the safety of persons and property, in accordance with the requirements of the Prime Contract. The Subcontractor shall notify the Contractor within one (1) day of an injury to an employee or agent of the Subcontractor or property damage which occurred at the site. The Subcontractor shall remedy any damages to the Work or damages to other property caused by or arising from the Work.

§ 4.4.2 If hazardous materials or substances are being used on the site by the Subcontractor, the Subcontractor's Sub-subcontractors, or anyone directly or indirectly employed by them, and they are a type of hazardous material or substance of which an employer is required by law to notify its employees, the Subcontractor shall, prior to delivery to the Project site or exposure of the Contractor, other subcontractors, and other employers on the site to such material or substance, give notice of the chemical composition thereof to the Contractor in sufficient detail and time to permit compliance with the laws by the Contractor, other subcontractors, and other employers on the site.

§ 4.4.3 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a hazardous material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Subcontractor, the Subcontractor shall, upon recognizing the condition, immediately stop Work in the affected area and promptly report the condition to the Contractor in writing. When the material or substance has been rendered harmless, the Subcontractor's Work in the affected area shall resume upon written agreement of the Contractor and Subcontractor. The Subcontract Time shall be extended appropriately, and the Subcontract Sum shall be increased in the amount of the Subcontractor's reasonable additional costs of demobilization, delay, and remobilization, which adjustments shall be accomplished as provided in Article 5 of this Agreement.

§ 4.4.4 The Subcontractor shall reimburse the Contractor for the cost and expense the Contractor incurs (1) for remediation of a hazardous material or substance brought to the site and negligently handled by the Subcontractor or (2) where the Subcontractor fails to perform its obligations under Section 4.4.3, except to the extent that the cost and expense are due to the Contractor's fault or negligence.

§ 4.4.5 The Subcontractor shall be solely responsible for the protection, safety, and occupational health of its and its subcontractor's employees, including, but not limited to, maintaining safety equipment, implementing safe work practices, completed required reports and records, inspecting work areas and employee safety equipment, providing necessary personal protective equipment, and instructing its and its subcontractor's employees on all safety and health standards applicable to its work.

§ 4.4.6 The Subcontractor shall provide a properly trained "competent person" as defined by the Occupational Safety & Health Administration (OSHA), whose responsibilities shall be the prevention of accidents. Such competent person shall be the Subcontractor's superintendents or foreman unless the Subcontractor notified the Contractor otherwise, and that person shall be on the Project Site during the performance of the Subcontract Work as required by OSHA regulations.

§ 4.4.7 Training on equipment or related to specific work tasks of the Subcontractor's employees, as required by OSHA, must be documented and made available upon request.

§ 4.4.8 The Subcontractor's responsibilities and indemnifications obligations to the Contractor apply without exception to all claims arising out of or in connection with the Subcontractor's responsibilities under this Article, regardless of whether the Contractor assisted or advised the Subcontractor in fulfilling such responsibilities. The Contractor reserves the right to stop any part of the Work which the Contractor deems unsafe until corrective measures have been taken. Corrective measures initiated by the Contractor do not absolve the Subcontractor of responsibility and costs incurred.

#### § 4.5 Cleaning Up

§ 4.5.1 The Subcontractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations performed under this Subcontract. The Subcontractor shall not be held responsible for conditions caused by other contractors or subcontractors. The Subcontractor shall be responsible for the containment and legal disposal of debris resulting from the Subcontract Work from the Worksite as necessary or as directed by the Contractor. In the event the Subcontractor utilizes dumpsters supplied to the Worksite by the Contractor, the Contractor may charge the Subcontractor for the Subcontractor's proportionate share of the dumpster use.

§ 4.5.2 If the Subcontractor fails to clean up as provided in the Subcontract Documents, the Contractor may, after forty-eight (48) hours' notice to the Subcontractor, charge the Subcontractor for the Subcontractor's appropriate share of cleanup costs.

#### § 4.6 Warranty

§ 4.6.1 The Subcontractor warrants to the Owner, Architect, and Contractor that materials and equipment furnished under this Subcontract will be of good quality and new unless the Subcontract Documents require or permit otherwise. The Subcontractor further warrants that the Work will conform to the requirements of the Subcontract Documents and will be free from defects, except for those inherent in the quality of the Work the Subcontract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Subcontractor will guarantee the Work for longer of the warranty time period prescribed in the Prime Contract or one (1) year after final completion of the Project and acceptance of all work by the Owner.

The Subcontractor shall repair and/or replace, at the Contractor's sole option, any defective Work and any damages caused thereby promptly upon notice from the Contractor. Said warranty period will be extended for one (1) year from the date of any repair or replacement of the Work within the warranty period. The Subcontractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Subcontractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If required by the Architect and Contractor, the Subcontractor shall provide satisfactory evidence as to the kind and quality of materials and equipment furnished or to be furnished.

§ 4.6.2 All material, equipment, or other special warranties required by the Subcontract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with the Subcontract Documents.

#### § 4.7 Indemnification

§ 4.7.1 To the fullest extent permitted by law, the Subcontractor shall defend, indemnify and hold harmless the Owner, Contractor, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Subcontractor's Work under this Subcontract (collectively, a "Claim") but only to the extent caused by the Subcontractor's breach of a term or condition of the Subcontract Documents or by the negligent acts or omissions of the Subcontractor, the Subcontractor's Sub-subcontractors, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 4.7.

§ 4.7.2 In claims against any person or entity indemnified under this Section 4.7 by an employee of the Subcontractor, the Subcontractor's Sub-subcontractors, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 4.7.1 shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Subcontractor, or the Subcontractor's Sub-subcontractors under workers' compensation acts, disability benefit acts, or other employee benefit acts.

§ 4.7.3 The Contractor, in its sole discretion, reserves the right to retain, at the Subcontractor's cost and expense, its own attorney to defend it, the Owner, and/or other indemnified parties under the Prime Contractor or this Agreement, against a claim covered by Section 4.7. The Contractor's reservation of such election to defend itself with attorneys of its choice shall not limit the Subcontractor's obligations under Section 4.7.

#### § 4.8 Remedies for Nonpayment

If the Contractor does not pay the Subcontractor through no fault of the Subcontractor, within seven days from the time payment should be made as provided in this Agreement, the Subcontractor may, without prejudice to any other available remedies, upon seven additional days' notice to the Contractor, stop the Work of this Subcontract until payment of the amount owing has been received. The Subcontract Sum shall, by appropriate Modification, be increased by the amount of the Subcontractor's reasonable and direct costs of demobilization, delay, and remobilization if permitted under Section 5.4.

#### § 4.9 Professional Services Provided by Subcontractor

§ 4.9.1 The Subcontractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Subcontract Documents or unless the Subcontractor is required to provide such services in order to carry out the Subcontractor's responsibilities for its own construction means, methods, techniques, sequences, and procedures. The Subcontractor shall not be required to provide professional services in violation of applicable law.

§ 4.9.2 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Subcontractor by the Subcontract Documents, the Contractor will provide all performance and design criteria that such services must satisfy to the extent the Contractor has received such performance and design criteria from the Owner and Architect under the terms of the Prime Contract.

§ 4.9.3 If professional design services or certifications by a design professional are required because of means, methods, techniques, sequences, or procedures required by the Contractor and related to the Work of the Subcontractor, the Contractor will provide all performance and design criteria that such services must satisfy.

§ 4.9.4 The Subcontractor shall be entitled to rely upon the adequacy, accuracy, and completeness of the performance and design criteria received from the Contractor under this Section 4.9.

§ 4.9.5 The Subcontractor shall cause the professional services performed under this Section 4.9 to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop drawings and other submittals related to the Work designed by such design professional shall bear the professional's written approval when submitted to the Contractor. The Contractor shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals, provided the Contractor has provided to the Subcontractor all performance and design criteria required by this Section 4.9.

## ARTICLE 5 CHANGES IN THE WORK

§ 5.1 The Owner may make changes in the Work by issuing Modifications to the Prime Contract. Upon receipt of a Modification to the Prime Contract issued subsequent to the execution of this Agreement, the Contractor shall promptly notify the Subcontractor of such Modification. Unless otherwise directed by the Contractor, the Subcontractor shall not thereafter order materials or perform Work that would be inconsistent with the changes made by the Modification to the Prime Contract.

§ 5.2 The Subcontractor may be ordered in writing by the Contractor, without invalidating this Subcontract, to make changes in the Work within the general scope of this Subcontract consisting of additions, deletions, or other revisions, including those required by Modifications to the Prime Contract issued subsequent to the execution of this Agreement, with the Subcontract Sum and the Subcontract Time adjusted accordingly. The Subcontractor, prior to the commencement of such changed or revised Work, shall submit promptly to the Contractor written copies of a Claim for adjustment to the Subcontract Sum and Subcontract Time for such revised Work in a manner consistent with requirements of the Subcontract Documents. The Subcontractor agrees that the rates it may charge the Contractor shall be similarly limited in accordance with any limitations contained in the Prime Contract on the material or labor rates, overhead and profit that the Contractor may charge the Owner for work performed under a change order or change directive. The Contractor reserves the right to audit the Subcontractor's accounting, cost and all other records relating to the performance and cost of the Work.

§ 5.3 The Subcontractor shall make all Claims promptly to the Contractor for additional cost within seven (7) days of the event giving rise to the claim. Any untimely claim shall be deemed a waiver of that claim. A claim, however, which will affect or become part of a Claim which the Contractor is required to make under the Prime Contract within a specified time period or in a specified manner shall be made in sufficient time to permit the Contractor to satisfy the requirements of the Prime Contract. Such Claims shall be received by the Contractor not less than two working days preceding the time by which the Contractor's Claim must be made. Failure of the Subcontractor to make such a timely Claim shall bind the Subcontractor to the same consequences as those to which the Contractor is bound.

§ 5.4 Notwithstanding anything to the contrary in the Subcontract Documents, the Subcontractor shall not be entitled to damages or increased costs ("Damages") resulting from any delay, suspension, disruption, scheduling, rescheduling or coordination of the Work under the Subcontract or any other work under the Prime Contract (the "Delay"), however caused, unless such Delay was (i) not caused by the Subcontractor and (ii) the Contractor receives Damages for the Delay from the Owner. In such circumstances, however, the Subcontractor shall only be entitled to receive that portion of its Damages for a Delay that the Contractor receives from the Owner. The Contractor is under no obligation to prosecute or otherwise assert or bring a claim against the Owner for a Delay on behalf of the Subcontractor or otherwise.

§ 5.5 If there is a dispute regarding the performance or scope of the Work, or the entitlement to or the amount of any directed or requested change, or any other claim, the Subcontractor shall nevertheless diligently proceed with the performance of the Work, including that portion that may be in dispute, as directed by the Contractor.

## ARTICLE 6 CLAIMS AND DISPUTES

### § 6.1 Mediation

§ 6.1.1 Claims, disputes, or other matters in controversy arising out of or related to this Subcontract, except those waived as provided for in Sections 6.4 and 11.3.2, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 6.1.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to this Subcontract and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 6.1.2, the parties may nonetheless proceed to the selection of the arbitrators(s) and agree upon a schedule for later proceedings.

§ 6.1.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

### § 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Section 6.1, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box.)*

Arbitration pursuant to Section 6.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: *(Specify)*

If the Contractor and Subcontractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

### § 6.3 Arbitration

§ 6.3.1 If the Contractor and Subcontractor have selected arbitration as the method of binding dispute resolution in Section 6.2, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. The arbitration should be conducted in the place where the Project is located unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Subcontract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 6.3.2 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred under the Prime Contract or by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 6.3.3 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 6.3.4 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

#### § 6.3.5 Consolidation or Joinder

§ 6.3.5.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 6.3.5.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim, dispute, or other matter in question not described in the written consent.

§ 6.3.5.3 The Contractor and Subcontractor grant to any person or entity made a party to an arbitration conducted under this Section 6.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Contractor and Subcontractor under this Agreement.

#### § 6.4 Waiver of Claims for Consequential Damages

The Subcontractor waives claims against the Contractor for consequential damages arising out of or relating to this Subcontract, including without limitation, any consequential damages due to either party's termination in accordance with Article 7. Nothing contained herein shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of this Agreement.

### ARTICLE 7 TERMINATION, SUSPENSION OR ASSIGNMENT OF THE SUBCONTRACT

#### § 7.1 Termination by the Subcontractor

The Subcontractor may terminate the Subcontract for (1) nonpayment of undisputed amounts due under this Subcontract for 60 days or longer for which the Contractor has received payment, or (2) a material breach by the Contractor. In the event of such termination by the Subcontractor for any reason which is not the fault of the Subcontractor, the Subcontractor's Sub-subcontractors, or their agents or employees or other persons or entities performing portions of the Work under contract with the Subcontractor, the Subcontractor shall be entitled to recover from the Contractor payment for Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, but no other damages, including consequential damages or overhead and profit on work not executed and costs incurred by reason of such termination.

#### § 7.2 Termination by the Contractor

##### § 7.2.1 Termination for Cause

If the Subcontractor repeatedly fails or neglects to carry out the Work in accordance with the Subcontract Documents or otherwise to perform in accordance with this Subcontract and fails within a three-day period after receipt of notice to commence and continue correction of such default or neglect with diligence and promptness, the Contractor may, without prejudice to any other remedy the Contractor may have, terminate the Subcontract and finish the Subcontractor's Work by whatever method the Contractor may deem expedient. If the unpaid balance of the Subcontract Sum exceeds the expense of finishing the Subcontractor's Work and other damages incurred by the Contractor and not expressly waived, such excess shall be paid to the Subcontractor. If such expense and damages exceed the unpaid balance of the Subcontract Sum, the Subcontractor shall pay the difference to the Contractor. Upon determination by a court of competent jurisdiction or by an arbitrator that termination of this Agreement was wrongful, then such termination will be deemed converted to a termination for convenience.

##### § 7.2.2 Termination for Convenience

§ 7.2.2.1 The Contractor may terminate the Subcontract without cause and for its convenience upon seven (7) days written notice to the Subcontractor. If the Owner terminates the Prime Contract or the Subcontract for the Owner's convenience, the Contractor shall promptly deliver notice to the Subcontractor.

§ 7.2.2.2 In case of such termination for the Owner's or Contractor's convenience, the Subcontractor shall be entitled to receive payment for Work properly executed and proven loss with respect to materials, equipment, tools

and construction equipment and machinery, but no other damages, including overhead, profit, and consequential damages.

§ 7.2.2.3 Upon receipt of notice of termination, the Subcontractor shall

- .1 cease operations as directed by the Contractor in the notice;
- .2 take actions necessary, or that the Contractor may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing Sub-subcontracts and purchase orders and enter into no further Sub-subcontracts and purchase orders.

§ 7.2.2.4 Termination of this Subcontract by the Contractor shall not relieve the Subcontractor from its obligations in connection with the Work performed prior to the termination nor will such termination abrogate any obligations of the Subcontractor under, or rights or remedies afforded to the Contractor by this Subcontract or the Subcontract Documents included without limitation, the Subcontractor's insurance and indemnity obligations.

### § 7.3 Suspension by the Contractor for Convenience

§ 7.3.1 The Contractor may, without cause, order the Subcontractor in writing to suspend, delay, or interrupt the Work of this Subcontract in whole or in part for such period of time as the Contractor may determine. In the event of suspension ordered by the Contractor, the Subcontractor shall be entitled to an equitable adjustment of the Subcontract Time and, if permitted under Section 5.4, the Subcontract Sum.

§ 7.3.2 The Subcontract Time and Subcontract Sum shall be adjusted for increases in accordance with Section 5.4 for cost and time caused by suspension, delay or interruption as described in Section 7.3.1. No adjustment shall be made to the extent that

- .1 performance is, was or would have been so suspended, delayed, or interrupted by another cause for which the Subcontractor is responsible; or
- .2 an equitable adjustment is made or denied under another provision of this Subcontract.

### § 7.4 Assignment of the Subcontract

§ 7.4.1 The Contractor may assign the Subcontract, in whole or in part. Further, in the event the Owner terminates the Prime Contract for cause, this Subcontract may be assigned the Owner if permitted by the Prime Contract and provided the Owner accepts the assignment by notifying the Contractor and Subcontractor.

§ 7.4.2 Without the Contractor's written consent, the Subcontractor shall not assign the Subcontract or Work of this Subcontract, subcontract the whole of this Subcontract, or subcontract portions of this Subcontract.

## ARTICLE 8 THE WORK OF THIS SUBCONTRACT

§ 8.1 The Subcontractor shall execute the following portion of the Work described in the Subcontract Documents, including all labor, materials, equipment, services and other items required to complete such portion of the Work, except to the extent specifically indicated in the Subcontract Documents to be the responsibility of others. *(Insert a precise description of the Work of this Subcontract, referring where appropriate to numbers of Drawings, sections of Specifications and pages of Addenda, Modifications, and accepted alternates.)*

§ 8.2 The Subcontractor shall perform the Work in accordance with the Subcontract Documents, the details of which are of the essence. The Subcontractor hereby assumes the entire responsibility and liability for all Work until completion and final acceptance of the Work by the Owner. In the event of any loss, damage or destruction thereof from any cause, the Subcontractor shall be liable thereof, and shall repair, rebuild and make good said loss, damage or destruction at the Subcontractor's cost.

§ 8.3 If the Subcontractor is performing design/build services, the Subcontractor shall coordinate its drawings and other instruments of service with those of the Project Architect and other appropriate or applicable design professionals and shall advise the architects or design professionals and the Contractor of any potential conflict. The Subcontractor grants to the Contractor a license to use and reproduce the Subcontractor's design/build documents for purposes of completing, constructing, using, maintaining and operating the Project. The Contractor has the authority to grant or assign similar licenses to the Owner, the architects and/or design professionals. The



Subcontractor's design/build document shall comply with any requirements of the Project Architect and/or other design professionals and with all applicable Laws.

## ARTICLE 9 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 9.1 The date of commencement of the Subcontractor's Work, shall be:

*(Check one of the following boxes.)*

- [  ] The date of this Agreement.
- [  ] A date set forth in a notice to proceed issued by the Contractor.
- [  ] Established as follows:  
*(Insert a date or a means to determine the date of commencement of the Subcontractor's Work.)*
- [  ]

If a date of commencement of the Subcontractor's Work is not selected, then the date of commencement shall be the date of this Agreement.

### § 9.2 Subcontract Time

§ 9.2.1 The Subcontract Time is the period of time, including authorized adjustments, allotted in the Subcontract Documents for Substantial Completion of the Work described in the Subcontract Documents. The Subcontract Time shall be measured from the date of commencement of the Subcontractor's Work.

§ 9.2.2 Subject to adjustments of the Subcontract Time as provided in the Subcontract Documents, the Subcontractor shall achieve substantial completion of the Subcontractor's Work:

*(Check one of the following boxes and complete the necessary information.)*

- [  ] Not later than [  ] ( [  ] ) calendar days from the date of commencement of the Subcontractor's Work.
- [  ] By the following date: [  ]

§ 9.2.3 Subject to adjustments of the Subcontract Time as provided in the Subcontract Documents, if portions of the Subcontractor's Work are to be completed prior to substantial completion of the Subcontractor's Work, then the Subcontractor shall achieve earlier substantial completion of such portions by the following dates.

*(List all portions of the Subcontractor's Work required to achieve substantial completion of the Subcontractor's Portion of the Work.)*

**Portion of Work**

**Substantial Completion**

§ 9.2.4 If the Subcontractor fails to achieve substantial completion as provided in this Section 9.2, liquidated damages, if any, shall be assessed as set forth in Section 3.4.

§ 9.3 With respect to the obligations of both the Contractor and the Subcontractor, time is of the essence of this Subcontract. The Subcontractor shall, at its own cost and expense, increase its labor or otherwise accelerate performance if directed by the Contractor or otherwise required to maintain the scheduled progress of the Work or to achieve Project milestones/completion dates. Any Work necessary to be performed after regular working hours, on Sundays or Legal Holidays, for which the Subcontractor is responsible shall be performed without additional expense to the Contractor or Owner.

§ 9.4 No extension of time will be valid without the Contractor's written consent..

**ARTICLE 10 SUBCONTRACT SUM**

§ 10.1 The Contractor shall pay the Subcontractor the Subcontract Sum in current funds for the Subcontractor’s performance of the Subcontract. The Subcontract Sum shall be « » (\$ « » ), subject to additions and deductions as provided in the Subcontract Documents.

**§ 10.2 Alternates**

§ 10.2.1 Alternates, if any, included in the Subcontract Sum:

Item	Price

§ 10.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Contractor following execution of this Agreement. Upon acceptance, the Contractor shall issue a Modification to this Subcontract: *(Insert below each alternate and the conditions that must be met for the Contractor to accept the alternate.)*

Item	Price	Conditions for Acceptance

§ 10.3 Unit prices, if any:

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

Item	Units and Limitations	Price Per Unit (\$0.00)

§ 10.4 Allowances, if any, included in the Subcontract Sum:

*(Identify allowance and state exclusions, if any, from the allowance price.)*

Item	Price

**ARTICLE 11 PAYMENTS**

**§ 11.1 Progress Payments**

§ 11.1.1 Based upon Applications for Payment submitted to the Contractor by the Subcontractor, corresponding to Applications for Payment submitted by the Contractor to the Architect, and Certificates for Payment issued by the Architect, the Contractor shall make progress payments on account of the Subcontract Sum to the Subcontractor as provided below and elsewhere in the Subcontract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« »

§ 11.1.3 Provided an Application for Payment is received by the Contractor not later than the twenty-fifth « 25<sup>th</sup> » day of a month, the Contractor shall include the Subcontractor’s Work covered by that application in the next Application for Payment which the Contractor is entitled to submit to the Architect. The Contractor may delay payment to the Subcontractor until the Contractor receives payment from the Owner for the Work for which the Subcontractor seeks payment. The Contractor shall pay the Subcontractor each progress payment no later than seven calendar days after the Contractor receives payment from the Owner for that portion of the Subcontract Work for which payment is sought. The Subcontractor shall not be entitled to any interest for any delay of payment resulting from failure of the Owner to timely pay the Contractor for that portion of the Subcontract Work for which payment is sought.

§ 11.1.4 If the Subcontractor’s Application for Payment is received by the Contractor after the application date fixed above, the Subcontractor’s Work covered by it shall be included by the Contractor in the next Application for Payment submitted to the Architect.

§ 11.1.5 The Subcontractor shall submit to the Contractor a schedule of values prior to submitting the Subcontractor’s first Application for Payment. Each subsequent Application for Payment shall be based upon the

most recent schedule of values submitted by the Subcontractor in accordance with the Subcontract Documents. The schedule of values shall allocate the entire Subcontract Sum among the various portions of the Subcontractor's Work and be prepared in such form and supported by such data to substantiate its accuracy as the Contractor may require, and unless objected to by the Contractor, shall be used as a basis for reviewing the Subcontractor's Applications for Payment.

§ 11.1.6 Applications for Payment submitted by the Subcontractor shall indicate the percentage of completion of each portion of the Subcontractor's Work as of the end of the period covered by the Application for Payment. In addition, notwithstanding anything in the Subcontract Documents to the contrary, in exchange for payment, the Subcontractor shall provide (i) all documents requested by the Owner or the Contractor with respect to such payments; (ii) releases and lien waivers from the Subcontractor and its Sub-Subcontractors for all Work through the date of the payment request; and (iii) a sworn statement identifying all Sub-subcontractors, the contract amounts and balances under the subcontracts with each and which Sub-subcontractors are to be paid from the funds being requested in the application for payment, and any other documents requested by the Contractor to substantiate the sworn statement.

§ 11.1.6.1 Notwithstanding anything in the Subcontract Documents to the contrary, the Contractor may withhold any payment in whole or in part because of (i) the Subcontractor's failure to comply with a term or condition of the Subcontract Documents; (ii) defective, incomplete or untimely Work; (iii) withholding of payments from the Contractor by the Owner due to an act, omission or breach of the Subcontractor; (iv) third party claims, including, but not limited to, threatened or actual lien or bond claims by a Sub-subcontractor; (v) discrepancies in Subcontractor's sworn statements; or (vi) the Subcontractor's failure upon demand to provide the Contractor with evidence satisfactory to the Contractor of the Subcontractor's compliance with its payment obligations under the Subcontract Documents. The Contractor shall have the right to use any withheld money to cure the reason for the withholding and any damages caused thereby.

§ 11.1.6.2 Notwithstanding anything in the Subcontract Documents to the contrary, the Subcontractor shall have the obligation to promptly pay its Sub-subcontractors and, with respect to lower tier Sub-subcontractors, to ensure that such Sub-subcontractors are paid. Should a lien be placed on the Project by a Sub-subcontractor of any tier, then the Subcontractor shall, at the Subcontractor's cost and expense, discharge the lien of record within seven (7) days of the Contractor's demand.

§ 11.1.7 Subject to the provisions of the Subcontract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

- .1 That portion of the Subcontract Sum properly allocable to completed Work;
- .2 That portion of the Subcontract Sum properly allocable to materials and equipment delivered and suitably stored at the site by the Subcontractor for subsequent incorporation in the Subcontractor's Work or, if approved by the Contractor, suitably stored off the site at a location agreed upon in writing; and
- .3 The amount, if any, for changes in the Work that are not in dispute and have been properly authorized by the Contractor, to the same extent provided in the Prime Contract, pending a final determination by the Contractor of the cost of changes in the Subcontractor's Work, even though the Subcontract Sum has not yet been adjusted.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of previous payments made by the Contractor;
- .2 The amount, if any, for Work that remains uncorrected and for which the Contractor has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017 for a cause that is the fault of the Subcontractor;
- .3 For Work performed or defects discovered since the last payment application, any amount for which the Contractor may withhold payment in whole or in part, as provided in Article 9 of AIA Document A201-2017, for a cause that is the fault of the Subcontractor; and
- .4 Retainage withheld pursuant to Section 11.1.8 of this Agreement.

### § 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to substantial completion of the Subcontractor's Work, the Contractor may withhold the following amounts as retainage from the payment otherwise due:  
*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

« 5% »

§ 11.1.8.1.1 The following items are not subject to retainage:  
*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*

« »

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:  
*(If the retainage established in Section 11.1.8.1 is to be modified prior to substantial completion of the entire Work, including modifications for substantial completion of portions of the Subcontractor's Work as provided in Section 9.2.3, insert provisions for such modification.)*

« »

§ 11.1.9 Upon the partial or entire disapproval by the Contractor of the Subcontractor's Application for Payment, the Contractor shall provide notice to the Subcontractor. If the Subcontractor disputes the Contractor's decision regarding a Subcontractor's Application for Payment in whole or in part, the Subcontractor may submit a Claim in accordance with Article 6. If the basis for the disapproval has been remedied, the Subcontractor shall be paid the amounts withheld. The Subcontractor shall timely proceed with the Work pending resolution of the reason for or amount of the withholding and the Contractor shall continue to perform its obligations under the Subcontract.

§ 11.1.10 Provided the Contractor has fulfilled its payment obligations under the Subcontract Documents, the Subcontractor shall defend and indemnify the Contractor and Owner from all loss, liability, damage, or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any of the Subcontractor's subcontractors, suppliers, or vendors of any tier. Upon receipt of notice of such lien claim or other claim for payment, the Contractor shall notify the Subcontractor. If approved by the applicable court, when required, the Subcontractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 11.1.11 No partial or final payment to the Subcontractor shall constitute approval or acceptance of the Work. The Subcontractor's receipt of payments from the Contractor shall not be a condition precedent to the Subcontractor's payment to its subcontractors and material suppliers. The Subcontractor is responsible to the Contractor for the acts or omissions of the Subcontractor's subcontractors and suppliers of any tier.

§ 11.1.12 With respect to any portion of the Subcontract Sum, the Contractor has the right, but no obligation, to issue joint checks to the Subcontractor and any supplier or subcontractor of the Subcontractor or make payment directly to a supplier or subcontractor of the Subcontractor. Any such payments shall be deducted from the Subcontract Sum. The Subcontractor shall pay the Contractor those portions of the Contractor payments under this section that are more than the Subcontract Sum. The Contractor has the right to make direct contact with a Sub-subcontractor or any other person or entity regarding claims/demands of that Sub-subcontractor or other person or entity.

### § 11.2 Substantial Completion

When the Subcontractor's Work or a designated portion thereof is substantially complete and in accordance with the requirements of the Prime Contract, the Contractor shall, upon application by the Subcontractor, make prompt Application for Payment for such Work. Within 30 days following issuance by the Architect of the Certificate for Payment covering such substantially completed Work, the Contractor shall, to the full extent allowed in the Prime Contract, make payment to the Subcontractor, deducting any portion of the funds for the Subcontractor's Work withheld in accordance with the certificate to cover costs of items to be completed or corrected by the Subcontractor. Such payment to the Subcontractor shall be the entire unpaid balance of the Subcontract Sum if a full release of retainage is allowed under the Prime Contract for the Subcontractor's Work prior to the completion of the entire Project. If the Prime Contract does not allow for a full release of retainage, then such payment shall be an amount which, when added to previous payments to the Subcontractor, will reduce the retainage on the Subcontractor's

substantially completed Work to the same percentage of retainage as that on the Contractor's Work covered by the certificate.

**§ 11.3 Final Payment**

**§ 11.3.1** Final payment, constituting the entire unpaid balance of the Subcontract Sum, shall be made by the Contractor to the Subcontractor when the Subcontractor's Work is fully performed in accordance with the requirements of the Subcontract Documents, the Architect has issued a Certificate for Payment covering the Subcontractor's completed Work and the Contractor has received final payment for such Work from the Owner. If, for any cause which is not the fault of the Subcontractor, the Contractor does not pay the Subcontractor within seven days after receipt of payment from the Owner, final payment to the Subcontractor shall be made upon demand. Notwithstanding the foregoing, if retainage is withheld by the Owner from the Contractor for any portion of the Work, the final payment to the Subcontractor shall be reduced by the amount of the retainage allocable to the Subcontractor's portion of the Work, which amount shall not be due until three (3) working days after the Contractor's receipt of such retainage from the Owner.

*(Insert provisions for earlier final payment to the Subcontractor, if applicable.)*

« »

**§ 11.3.2** In exchange for final payment, the Subcontractor shall submit evidence satisfactory to the Contractor that all payrolls, bills for materials and equipment, and all known indebtedness connected with the Subcontractor's Work have been satisfied, including, but not limited to, final lien waivers. Acceptance of final payment by the Subcontractor shall constitute a waiver of claims by the Subcontractor, except those previously made in writing and identified by the Subcontractor as unsettled at the time of final Application for Payment.

**§ 11.4 Interest**

Payments due and unpaid under this Subcontract shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

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

« » % « »

**ARTICLE 12 INSURANCE AND BONDS**

**§ 12.1 Subcontractor's Required Insurance Coverage**

**§ 12.1.1** The Subcontractor shall purchase and maintain the following types and limits of insurance, from a company or companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, as will protect the Subcontractor from claims that may arise out of, or result from, the Subcontractor's operations and completed operations under the Subcontract. If the Prime Contract requires larger limits or additional coverages, the Contractor reserves the right to require the Subcontractor to comply, at the Subcontractor's expense, with such larger limits. *(Specify each type of insurance, such as commercial general liability, automobile, worker's compensation, employers' liability, professional liability, and pollution, required to be carried by the Subcontractor, the limits of coverage for each type of insurance, and any other pertinent requirements.)*

Type of Insurance	Limits	Other Pertinent Requirements
Commercial General Liability	· \$1,000,000 Per Occurrence · \$2,000,000 Annual or General Aggregate · \$2,000,000 Products/Completed Operations Aggregate	· "Per Project" Aggregate Endorsement · Waiver of Subrogation · Maintained on an Occurrence Basis
Automobile Insurance	\$1,000,000 Per Occurrence	· Coverage Applies to "Any Auto" or to "Owned/Non-Owned/Hired Autos" · Waiver of Subrogation · Maintained on an Occurrence Basis

Workers Compensation & Employers Liability	Statutory Limits	<ul style="list-style-type: none"> <li>·Waiver of Subrogation</li> <li>·Stop Gap Coverage (if working in Monopolistic states)</li> <li>·Broad Form All States Endorsement (if working outside Wisconsin)</li> <li>·Maintained on an Occurrence Basis</li> </ul>
Excess/Umbrella Liability	\$5,000,000 Per Occurrence and Aggregate	<ul style="list-style-type: none"> <li>·Maintained two (2) years after final completion of the Project</li> <li>·Follow Form terms and conditions to the underlying policies: (1) Commercial General Liability (2) Business Auto (3) Employers Liability</li> <li>·Maintained on an Occurrence Basis</li> </ul>
Professional Liability (if Subcontractor is performing professional services)	\$1,000,000 Per Occurrence and Aggregate	Includes contractual liability retroactive to the earlier date of the Subcontract or the Commencement of Work Shall provide “errors and omissions” coverage covering negligent acts, errors and omissions in Subcontractors and its Subcontractors’ professional obligations under this Subcontract

§ 12.1.2 Coverages, written on an occurrence basis, shall be maintained without interruption from the date of commencement of the Subcontractor’s Work until the date of final payment and termination of any coverage required to be maintained after final payment to the Subcontractor, and, with respect to the Subcontractor’s completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Prime Contract.

§ 12.1.3 If professional services are required under Section 4.9, the Subcontractor shall provide the professional liability insurance coverage required under this Section 12.1 for the following period after completion of the Work:

« Two (2) years »

§ 12.1.4 **Certificates of Insurance.** The Subcontractor shall provide certificates of insurance acceptable to the Contractor evidencing compliance with the requirements in this Article 12 at the following times: (1) prior to commencement of the Subcontractor’s Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Contractor’s written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the time required in this Article 12. The certificates shall show the Contractor and the Owner as additional insureds on the Subcontractor’s Commercial General Liability and any excess or umbrella liability policy. Failure of the Contractor to demand such certificates or other evidence of the Subcontractor’s full compliance with required insurance coverages and limits, or failure of the Contractor to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of the Subcontractor’s obligation to maintain insurance required by this Agreement.

§ 12.1.5 **Deductibles and Self-Insured Retentions.** The Subcontractor shall disclose to the Contractor any deductible or self-insured retentions applicable to any insurance required to be provided by the Subcontractor.

**§ 12.1.6 Additional Insured Obligations.** To the fullest extent permitted by law, the Subcontractor shall cause its commercial general liability coverage to include: (1) the Contractor, the Owner, the Architect, and the Architect’s consultants as additional insureds for claims caused in whole or in part by the Subcontractor’s negligent acts or omissions during the Subcontractor’s operations; and (2) the Contractor and Owner as additional insureds for claims caused in whole or in part by the Subcontractor’s negligent acts or omissions for which loss occurs during the Subcontractor’s completed operations. The additional insured coverage shall be primary and non-contributory to any of the Contractor’s and Owner’s general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect’s consultants, CG 20 32 07 04.

**§ 12.1.7 Notice of Cancellation or Change in Coverage.** Within thirty (30) days of the date the Subcontractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Subcontract Documents, the Subcontractor shall provide notice to the Contractor of such impending or actual cancellation or expiration. Upon receipt of notice from the Subcontractor, the Contractor shall, unless the lapse in coverage arises from an act or omission of the Contractor, have the right to suspend the Work in accordance with this Agreement until the lapse in coverage has been cured by the procurement of replacement coverage by the Subcontractor. The furnishing of notice by the Subcontractor shall not relieve the Subcontractor of any contractual obligation to provide any required coverage.

**§ 12.2 Subcontractor’s Required Performance Bond and Payment Bond**

**§ 12.2.1** The Subcontractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:  
(Specify type and penal sum of bonds.)

Type	Penal Sum
Payment Bond	If selected at the Contractor’s option, the Subcontractor will be required to provide a Payment Bond for 100% of the Subcontract Sum. Should the Subcontract Sum change during the project, the bonded amount will change to reflect the Subcontract Sum.
Performance Bond	If selected at the Contractor’s option, the Subcontractor will be required to provide a Performance Bond for 100% of the Subcontract Sum. Should the Subcontract Sum change during the project, the bonded amount will change to reflect the Subcontract Sum.

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

**§ 12.2.2** Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations under this Agreement, the Subcontractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

**§ 12.3 Contractor’s Insurance and Bond Obligations**

**§ 12.3.1** The Contractor shall promptly, upon request of the Subcontractor, furnish a copy or permit a copy to be made of any bond covering payment of obligations arising under the Subcontract.

**§ 12.4 Property Insurance**

**§ 12.4.1** When requested in writing, the Contractor shall provide the Subcontractor with copies of the property and equipment policies in effect for the Project, to the extent copies of the policies are available to the Contractor.

**§ 12.5 Waivers of Subrogation**

The Contractor and Subcontractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other, and (2) the Owner, the Architect, the Architect’s consultants, and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and

employees for damages caused by fire or other causes of loss to the extent those losses are covered by property insurance provided under the Prime Contract or other property insurance applicable to the Work or to property at or adjacent to the Project site, except such rights as they may have to proceeds of such insurance held by the Owner as a fiduciary. The Subcontractor shall require similar written waivers in favor of the individuals and entities enumerated herein from the Subcontractor's Sub-subcontractors, agents, and employees. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 12.5 shall not prohibit this waiver of subrogation, which shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the property damaged. This waiver of subrogation is only applicable to the amount covered by insurance. Any deductibles or non-insurable costs are not subject to a waiver of subrogation and is open for litigation or arbitration to determine who should pay that portion not covered by insurance.

#### **ARTICLE 13 TEMPORARY FACILITIES, SERVICES, EQUIPMENT AND WORKING CONDITIONS**

**§ 13.1** The Contractor shall furnish and make the Contractor's temporary facilities and services available to the Subcontractor at no cost, except as noted below:

« »

**§ 13.2** The Contractor's equipment will be available to the Subcontractor only at the Contractor's discretion and on mutually satisfactory terms, except as noted below:

« In the event the Subcontractor or Sub-subcontractor, by rental, loan or otherwise, makes use of any of the Owner's or Contractor's equipment, scaffolding, or other appliances, Subcontractor shall be deemed to agree, by signing this Subcontract, that, prior to such use, it will ensure that the persons using such items are properly trained and, if necessary, licensed to use such items and that it (i) accepts such items in their "as is" conditions; and (ii) will use such items at the sole risk of the person using such items. Subcontractor shall defend, hold harmless and indemnify the Contractor and its officers, directors, employees, insurers, agents, successors and assigns from and against all claims, fines, penalties, damages, losses and expenses, including attorneys' fees, of every nature and of every kind arising from or incidental to Subcontractor's or its Sub-subcontractors' use thereof, regardless of the cause of the claim, fine, penalty, damage or loss. »

**§ 13.3** Specific working conditions as noted below:

*(Insert any specific arrangements or requirements concerning working conditions and labor matters applicable to the Subcontractor's Work.)*

« The Subcontractor agrees that any OSHA or other governmental agency fines, fees or assessments imposed on the Contractor due to negligence or code violations of the Subcontractor or its subcontractors shall be reimbursed by the Subcontractor to the Contractor in full. »

#### **ARTICLE 14 MISCELLANEOUS PROVISIONS**

**§ 14.1** Where reference is made in this Subcontract to a provision of another Subcontract Document, the reference refers to that provision as amended or supplemented by other provisions of the Subcontract Documents.

**§ 14.2** The Contractor's representative:

*(Name, address, email address and other information)*

« »

« »

« »

« »

« »

« »

**§ 14.3** The Subcontractor's representative:

*(Name, address, email address and other information)*

« »



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#### § 14.4 Notice

§ 14.4.1 Except as otherwise provided in Section 14.4.2, where the Subcontract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic notice is set forth in Section 14.4.3.

§ 14.4.2 Notice of Claims shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 14.4.3 Notice in electronic format, pursuant to Section 14.4.1, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

*(If other than in accordance with AIA Document E203™–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

<< >>

§ 14.5 Neither the Contractor's nor the Subcontractor's representative shall be changed without ten days' prior notice to the other party.

§ 14.6 The invalidity of any provision of the Subcontract Documents shall not invalidate the Subcontract or its remaining provisions. If it is determined that any provision of the Subcontract violates any law or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case, the Subcontract shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Subcontract.

§ 14.7 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 14.7.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 14.8 The Contractor and/or Owner shall be permitted to occupy and/or use any portion of the Work that has been either partially or fully completed by the Subcontractor before final inspection or final acceptance thereof by the Owner and the Contractor. Such use and/or occupation shall not relieve the Subcontractor of its responsibility under the Subcontract Documents for that portion of the Work nor of its obligation to make good, at its own expense, any defect in materials and/or workmanship of the Work.

§ 14.9 The Subcontractor shall pay all attorney fees and costs the Contractor may incur in (i) enforcing any term or condition of this Agreement in connection with any demand or action commenced by or involving any creditor of the Subcontractor, including any sub-subcontractor or material supplier that contributed labor or materials for the Work (ii) enforcing any term or condition of this Agreement in connection with the defense or settlement of any claim or demand of the Subcontractor or its subcontractor or arising from the Subcontractor's breach of the Subcontract or, (iii) in connection with the successful defense or settlement of any claim or demand of the

Subcontractor.

§ 14.10 This Agreement shall be binding upon and inure to the benefit of both parties and their respective heirs, successors and assigns. This Agreement represents the full and final agreement of the parties and supersedes all prior written and oral communications between the parties. The terms of this Agreement are to be interpreted and applied to the fullest extent permitted by law. The partial or complete invalidity of one or more provisions or portion of this Agreement shall not affect the validity or continuing force and effect of any other provision or portion thereof. The failure of the Contractor, in any one or more instances, to insist upon the performances of any of the terms, covenants or conditions of this Agreement, or to exercise any right granted herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right.

§ 14.11 In no event shall the Contractor be liable to the Subcontractor for, and the Subcontractor waives claims for, any consequential or incidental damages, including but not limited to, lost profits on Work not executed, lost profits/opportunity costs and inefficiencies in the performance of the Work, arising from, relating to or incidental to the performance, coordination, or suspension of the Work or the Subcontract, including a breach or the termination thereof, or the Project.

#### ARTICLE 15 ENUMERATION OF SUBCONTRACT DOCUMENTS

§ 15.1 This Agreement is comprised of the following documents:

- .1 AIA Document A401™–2017, Standard Form Agreement Between Contractor and Subcontractor, as modified by the parties;
- .2 Prime Agreement between the Owner and Contractor, including all exhibits thereto;
- .3 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if not included in the Prime Agreement, dated as indicated below:  
*(Insert the date of the E203–2013 incorporated into this Agreement.)*

« »

- .4 Other Exhibits incorporated into this Agreement:  
*(Clearly identify any other exhibits incorporated into this Agreement.)*

« Exhibit A – Subcontract Agreement – Insurance Requirements  
Exhibit B – Safety & Health Orientation »

- .5 Other documents:  
*(List other documents, if any, forming part of the Agreement.)*

« »

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

\_\_\_\_\_  
**CONTRACTOR** *(Signature)*

« »« »

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
**SUBCONTRACTOR** *(Signature)*

« »« »

\_\_\_\_\_  
*(Printed name and title)*

## Subcontractor Agreement – Insurance Requirements

### Exhibit A Insurance Requirements

Subcontractors must comply with the following minimum insurance limits, coverages and requirements as shown below or, if higher, the requirements set forth by the Owner.

Limits	
<b>Commercial General Liability</b>	<ul style="list-style-type: none"> <li>• Coverage Limits of :               <ul style="list-style-type: none"> <li>\$ 1,000,000 Per Occurrence</li> <li>\$ 2,000,000 Annual or General Aggregate</li> <li>\$ 2,000,000 Products/ Completed Operations Aggregate</li> </ul> </li> </ul>
<b>Business Auto</b>	<ul style="list-style-type: none"> <li>• Liability Coverage Limits:               <ul style="list-style-type: none"> <li>\$ 1,000,000 Combined Single Limit</li> </ul> </li> </ul>
<b>Umbrella</b>	<ul style="list-style-type: none"> <li>• Coverage Limits of \$ 5,000,000</li> </ul>
<b>Workers Compensation &amp; Employers Liability</b>	<ul style="list-style-type: none"> <li>• Employer Liability Limits:               <ul style="list-style-type: none"> <li>\$ 100,000 Bodily Injury by Accident/Each Accident</li> <li>\$ 500,000 Bodily Injury by Disease/Policy Limit</li> <li>\$ 100,000 Bodily Injury by Disease/Each Employee</li> </ul> </li> </ul>
<b>Professional Liability</b> <i>*If providing professional services</i>	<ul style="list-style-type: none"> <li>• Coverage Limits of:               <ul style="list-style-type: none"> <li>\$1,000,000 Per Occurrence</li> <li>\$1,000,000 General Aggregate</li> </ul> </li> </ul>

Coverage	
<b>Commercial General Liability</b>	<ul style="list-style-type: none"> <li>• Maas Brothers, Owner, and any other person or entity required under the Prime Contract named Additional Insured – including Ongoing &amp; Completed Operations (CG 2010 07 04 and CG 2037 07 04 or equivalent)</li> <li>• Primary &amp; Non-contributory wording with respects to Additional Insured status</li> <li>• “Per Project” Aggregate Endorsement</li> <li>• Waiver of Subrogation</li> </ul>
<b>Business Auto</b>	<ul style="list-style-type: none"> <li>• Coverage Applies to “Any Auto” or to “Owned/Non-Owned/Hired Autos”</li> <li>• Waiver of Subrogation</li> </ul>
<b>Workers Compensation &amp; Employers Liability</b>	<ul style="list-style-type: none"> <li>• Waiver of Subrogation</li> <li>• Stop Gap Coverage (if working in Monopolistic states)</li> <li>• Broad Form All States Endorsement (if working outside of Wisconsin)</li> </ul>
<b>Professional Liability</b>	<ul style="list-style-type: none"> <li>• Required when performing professional services as determined by Owner and Contractor</li> <li>• Maintained for a period of two (2) years after Substantial Completion</li> <li>• Errors &amp; Omissions Coverage</li> </ul>
<b>Umbrella</b>	<ul style="list-style-type: none"> <li>• Follow Form terms and conditions to the underlying policies:               <ol style="list-style-type: none"> <li>1. Commercial General Liability</li> <li>2. Business Auto</li> <li>3. Employers Liability</li> </ol> </li> </ul>
<b>Carrier Best Rating</b>	<ul style="list-style-type: none"> <li>• Best Rating of not less than “A”</li> </ul>
<b>Notice of Cancellation</b>	<ul style="list-style-type: none"> <li>• 30 Day Notice of Cancellation, Non-Renewal or Material Change except for non-payment of premium (10 Days)</li> </ul>

Certificates of Insurance, or copies of policies if required by Contractor, shall be furnished to the Contractor before performance of any work and/or release of any funds from Contractor in connection with the work. If additional limits or coverage’s are required by the agreement between Owner and Contractor, Subcontractor will obtain such coverage at no additional cost.

This form provides a basis for the safety requirements on Maas Brothers Construction Co., Inc. jobsites. This information should not be considered all-inclusive, and along with these requirements, all governing safety codes and project policies must be followed. All personnel onsite need to cooperate to ensure everyone goes home in a safe and healthy manner.

- **Overall Safety Responsibility:** All unsafe acts, conditions, or behaviors must be immediately reported first to the individuals involved and then to the Maas Brothers superintendent
- **Competent Person:** Each contractor must designate a Competent Person (as defined by OSHA) that must be onsite when its employees are working.
- **Training:** Equipment or hazard-specific training must be documented and made available upon request, per OSHA requirements
- **Hazard Elimination:** If you create a hazard, it is your responsibility to safeguard that hazard. If you take down, remove, or bypass another contractor's safety control measures, it is your responsibility to protect yourself and/or others at that time.
- **Hazardous Areas:** Must be properly barricaded and maintained, by the contractor creating the hazard, to restrict access by others not involved in the work.
- **Site Access/Work Hours:** General work hours and personnel sign-in requirements will be on a per-project basis. Coordinate after work hours with the Maas Brothers superintendent. At no time shall there be solo work onsite.
- **Parking Restrictions:** Parking is allowed in designated areas only. Parking may change as the job progresses.
- **Emergency Procedures:** The Maas Brothers field office is the emergency meeting area unless designated otherwise. Employees are reminded to "keep stairs and pathways clean" for emergency egress. Storm shelters will be designated by the Maas Brothers superintendent.
- **Incident Reporting:** Any incident, near hit, or property damage must be reported to the Maas Brothers superintendent, regardless of its perceived severity.
- **Maas Brothers Tools/Equipment:** No equipment, tools, or supplies owned by Maas Brothers are to be used without authorization of the Maas Brothers superintendent
- **Security:** Site security will be developed on a per-project basis. Security of tools, equipment, and supplies will be the responsibility of each contractor.
- **Deliveries/Storage:** Must be kept clean, orderly and coordinated with the Maas Brothers superintendent.
- **Flammable and Combustible Material:** Must be stored in proper containers and in designated areas, not throughout the building.
- **Safety Data Sheets (SDS):** The contractor providing materials to the jobsite is responsible for providing SDS upon request.
- **Personal Conduct:** Sexual or other forms of harassment, horseplay, intimidation, violence, and/or threats will not be tolerated. This includes towards the general public and to those working on site.
- **Drugs and Alcohol:** Will not be tolerated. No one under the influence of any amounts of alcohol or illegal drugs is allowed on site.
- **Excavations:** Excavations are to be protected based on soil type per OSHA requirements. Inspections must be completed as necessary by the responsible contractor.
- **Fall Protection:** All work requiring fall protection must comply with by OSHA regulations. A *Roof Access Permit* is to be completed by the contractor performing work requiring fall protection, except for work on scaffold, scissor lifts, or aerial lifts.
- **Floor Holes:** The contractor creating floor holes  $\geq 2"$  are responsible for covering, securing and labeling the hole.
- **Aerial & Scissor Lifts:** A full personal fall arrest system must be utilized at all times while in boom lifts and available for use in scissor lifts.
- **Forklifts (PIT) & Other Heavy Equipment:** All personnel must have appropriate training. ***Seat belts must be worn at all times.***
- **Head Protection:** Hard hats shall be worn 100% of the time.
- **Eye Protection:** ANSI Z87.1 eyewear with side shield must be worn 100% of the time. Dark eyewear shall not be worn when working indoors.
- **Hearing Protection:** Hearing protection must be used when sound levels are at or above 85 dBA.
- **Hi-Visibility Apparel:** Hi-Visibility apparel must be worn during period of high vehicle traffic – up to the discretion of the Maas Brothers superintendent. Appropriate apparel includes safety green or orange tops or any apparel where reflective tape is present.
- **Work Shirts:** T-shirt with a minimum 4-inch sleeve shall be worn
- **Work Pants:** All workers must wear long pants that are in good condition. Shorts or cut-offs will not be allowed.
- **Work Shoes:** Sturdy work shoes should be worn at all times. Tennis shoes are not allowed.

- **Confined Space:** Each contractor must evaluate their work area to determine if it meets the definition of a confined space. Permits are required where deemed necessary. Personnel must be trained in confined space entry per OSHA requirements.
- **Cranes:** Contractors requiring crane use for their work must complete a *Crane Lift Plan* prior to performing any lifts onsite. Proper crane setup, load weight, crane capacity, rigging, signaling, and swing area must be reviewed.
- **Airborne Contaminants/Respiratory Protection:** Each contractor is responsible for determining appropriate controls of airborne contaminants they may produce or appropriate respiratory protection for their employees where necessary per OSHA regulations. Airborne contaminants must not affect other contractors working in vicinity.
- **Entertainment Devices:** Media or personal entertainment devices are prohibited. If you have a personal cell phone or camera on site, it may be subject to search. Radio use will be subject to the Maas Brothers superintendent discretion.
- **Tobacco Products:** Absolutely no tobacco products in existing buildings or once interior finishes have started. Use of tobacco, including smokeless or vaping is up to owner or the Maas Brothers superintendent discretion.
- **Housekeeping:** Clean as you go. This includes food scraps, soda bottles or cans, and food packages, etc.
- **Dumpster Use:** Only those contractors designated may use Maas Brothers dumpsters. Unauthorized personnel using jobsite dumpsters will reimburse Maas Brothers.
- **Electrical Sources:** Electrical rooms and panels are to be accessed by qualified and authorized electricians only. Live work must be approved by Maas Brothers superintendent. NFPA 70E must be followed.
- **Scaffolding:** Must be set up according to OSHA regulations. Rolling scaffolding must have the casters locked when in use.
- **Electrical Equipment:** Electric power extension cords and tools must be inspected and marked with appropriate assured grounding code. (Jan.-Mar. =White; Apr.-June = Green; July-Sept. =Red; Oct.- Dec. =Orange) Assured grounding is to be used in combination with GFCI protection.
- **Ladders:** Must be set up and used per OSHA regulations: secured from displacement and extend 3-ft. past the landing point if being used to access an upper level, items shall not be carried by hand up access ladder, do not stand or sit on top 2 steps, step ladders must be used in open position.
- **Fire Extinguishers and a "Fire Watch":** Fire Watch person, where required, and fire extinguisher shall be supplied by the contractor performing "hot work" activities. Do not take building fire extinguishers for hot work use.
- **"Hot Work" Permits:** A hot work permit may be issued by the Maas Brothers superintendent as required by the task and/or project.
- **Safety Meetings:** Must be conducted at least weekly and made available for review by the Maas Brothers superintendent upon request.
- **Media Correspondence:** All media contacts, interviews or other communications must be channeled through the Maas Brothers superintendent.
- **Repeat Violations:** Will not be tolerated and are subject to disciplinary actions up to and including immediate removal from the project.

**I have read, understand, and agree to comply with the safety and health orientation on the above items. I also understand that this list is not all-inclusive and agree to follow all governing safety codes and project policies to ensure safety on this jobsite.**

Company Name (Print): \_\_\_\_\_

Employee Name (Print): \_\_\_\_\_

Employee Signature: \_\_\_\_\_

Emergency Contact Name: \_\_\_\_\_

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

Maas Brothers Representative: \_\_\_\_\_ Date: \_\_\_\_\_

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## SECTION 007300 - SUPPLEMENTARY CONDITIONS

The General Conditions of the Contract for Construction, AIA Document 201, 2017, Articles 1 through 15 inclusive, is part of the contract between the subcontractors and Maas Brothers Construction Co., Inc. and is included by reference as if bound in these Specifications. Copies of this document may be made available upon request.

The following Supplementary Conditions modify or add to the General Conditions. Where any part of the General Conditions is modified by these articles, the unaltered provisions of that part shall remain in full effect.

In the event of any conflict of meaning between the Supplementary Conditions and the said General Conditions of the Contract for Construction, provisions of the Supplementary Conditions shall control.

### ARTICLE 1 GENERAL PROVISIONS

Subarticle 1.2 **Correlation and Intent of the Contract Documents**, add the following subparagraphs:

1.2.4 The General Conditions, Supplementary General Conditions, Special Conditions and the General Requirements along with other Division 0 and 1 Sections shall apply to all sections of the Specifications. Section of Division 1 – General Requirements govern the execution of the work of all sections of the specifications.

1.2.5 In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities:

1. The Agreement
2. Addenda, with those of later date having precedence over those of earlier date
3. The Supplementary Conditions
4. The General Conditions of the Contract for Construction
5. The General Requirements of Division 0 and 1
6. The Specifications
7. The Drawings

1.2.5.1 In the case of an inconsistency between Drawings and Specifications or within either document not clarified by Addenda, the better quality or greater quantity of Work shall be provided by the Subcontractor or vendor in accordance with Maas Brothers Construction Co., Inc.'s interpretation.

1.2.5.2 In the case work or materials are specified and/or shown on drawings to be done or provided by more than one Contractor, each such Contractor shall be deemed to have figured the item with Maas Brothers Construction Co., Inc. determining who shall provide work and who shall submit a credit for work.

1.2.5.3 Each Contractor must provide all work and materials which any sections or part of the plans, drawings, specifications and conditions require it to provide regardless of whether or not such requirement is faithfully repeated in other parts or sections thereof to which the provision might be appropriate.

### ARTICLE 3 CONTRACTOR

Subarticle 3.1.1, add the following subparagraph:

3.1.1.1 Where the word Contractor occurs in this article, each contractor, subcontractor or material supplier shall be considered a contractor and shall meet the same obligations.

3.1.1.2 Where word Contractor occurs in sections of specifications, same shall mean Contractor, subcontractor or material supplier for that particular section.

Subarticle **Labor and Materials**, add the following subparagraph:

3.4.4 Each Contractor must supply its own supervision and other staff to properly execute the work under its Contract as necessary.

3.4.5 Contractors and subcontractors employed upon work shall be required to conform to the local and state labor laws and various acts amendatory and supplementary thereto and to other laws, ordinance and legal requirements applicable thereto.

3.4.6 Employee of the Subcontractor whose work is unsatisfactory to the Owner, Architect, or Maas Brothers Construction Co., Inc. or who is considered to be careless, disrespectful, incompetent, unskilled or otherwise objectionable, shall be dismissed from the work immediately upon notice from Maas Brothers Construction Co., Inc. Superintendents and/or Foreman will not be removed from this project unless approved in writing by Maas Brothers Construction Co., Inc.

## **ARTICLE 7 CHANGES IN THE WORK**

Subarticle 7.2 **Change Orders**, add the following subparagraphs:

7.2.2 Any change order request from a Subcontractor or Vendor for a project change of any kind, initiated by the Owner, Architect, Contractor, or another Subcontractor or Vendor must be submitted no later than five (5) working days after the notification of such change. A Subcontractor or Vendor failing to meet this time constraint will waive any rights for a later claim.

7.2.4 Change Orders will be based on actual costs, including materials and trucking directly attributable to the change plus any tax and delivery, cost of labor directly attributable to the change (Base pay plus employee fringes, payroll taxes, and insurance only), cost of equipment and tools directly attributable to the change, and cost of subcontracts directly attributable to the change, plus a maximum of ten percent (10%) for overhead and profit on directly provided labor, material and equipment and sub-contracts. Overhead and profit, as stated above, shall include all general administrative expenses, project management, engineering, general supervision, and other labor, materials, and equipment not directly related to the change. When the value of a change order exceeds \$30,000, a declining scale will be used to negotiate the allowable combined overhead and profit. When the value of deductive change order exceeds \$30,000 a reasonable allowance for overhead and profit will be negotiated and included as part of the change order. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net change to the contract sum.

## **ARTICLE 8 TIME**

Subarticle 8.2 **Progress and Completion**, add the following subparagraphs:

8.2.4 General Sequence of Construction Operations: The sequence of operations or the place of commencement shall be determined by Maas Brothers Construction Co., Inc. as deemed to best serve the needs and convenience of the Owner or as necessity of occasion requires. The progress schedule is not intended to limit the progress of any one or more Contracts but rather establishes a general guide for all Contractors, based upon priorities established by the Owner so as to promote insofar as possible the best harmony between Owner's priorities and construction schedules.

8.2.5 Contractors agree that said work shall be prosecuted regularly, diligently and uninterruptedly at such rate of progress as will ensure the completion of the project by the dates listed. It is expressly understood and agreed by and between Contractors and Owner, that time for completion of work described herein is reasonable time for completion of same.

## **ARTICLE 9 PAYMENTS AND COMPLETION**

Subarticle 9.6.2, add the following subparagraphs:



9.6.2.1 Lien waiver, corresponding to requested amount, must be submitted with each request for payment.

9.6.2.2 Lien waivers from Sub-subcontractors and materials suppliers are required to be submitted monthly to Maas Brothers Construction Co., Inc.9.6.2.3 Amounts to be retained will be as follows: 5% will be retained until substantial completion.

## **ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY**

Subarticle 10.2.3, add the following subparagraphs:

10.2.3.1 Subcontractors shall take care to prevent damage to their staged materials and work in place that may be impacted by weather or onsite operations. Where a Subcontractor's operations may impact work in place by others, the Subcontractor shall provide temporary protections as necessary for the prevention of damage.

Subarticle 10.2.5, add the following subparagraphs:

10.2.5.1 Where a Subcontractor's operations damage staged materials or work in place, repair, and any associated costs, shall be the responsibility of the Subcontractor causing damage. If responsibility cannot be determined, the cost of repair or replacement shall be prorated among the Subcontractors present on the project site at the time the damage occurred.

Subarticle 10.3 **Hazardous Materials and Substances**, add the following paragraphs:

10.3.7 In the event the Subcontractor encounters any material on the site reasonably believed to be hazardous, the Subcontractor shall immediately report the condition to Maas Brothers.

10.3.8 As stated in the outline of the OSHA Standard, a copy of the Subcontractor's Hazard Communication Program must be located on site prior to starting work. The filing of this program is required whenever workers are physically working on the project. The Safety Data Sheets will be required on any and all materials purchased and used on the project.

## **ARTICLE 11 INSURANCE AND BONDS**

Subarticle 11.1 **Contractors Liability Insurance**, see sample Maas Brothers Construction Co., Inc. AIA A401-2017 Subcontract Agreement for specific insurance amounts. Add the following paragraphs:

11.1.1.1 The Architect/Engineer, Maas Brothers Construction Co., Inc. and Owner assume no responsibility in the event that limits such as above are not adequate.

END OF SECTION

## **Section 00700**

### **GENERAL CONDITIONS**

This Contract is also governed by the provisions of the "Standard General Conditions of the Construction Contract" prepared by the Engineers Joint Contract Documents Committee (EJCDC), Document No. C-700 (2013 Edition). Where reference is made to the "General Conditions" or "Conditions of the Contract", the document specified herein is the object of such reference.

A copy of EJCDC No. C-700 (2013 Edition) is provided herein for your reference.

## Section 01001

### GENERAL REQUIREMENTS

#### **PART 1 GENERAL**

##### **1.01 SUMMARY OF WORK**

- A. Work covered by Contract:
  - 1. Provide labor, materials, equipment and tools:
    - a. Furnish and install a new roofing system.
    - b. Perform duties related to roof construction including, but not necessarily limited to sheet metal, plumbing, mechanical, electrical, masonry, carpentry, and painting work.
  - 2. Coordinate sheet metal, plumbing, mechanical, electrical, masonry, carpentry, and painting work by others.
- B. Owner furnished products:
  - 1. None.

##### **1.02 MEASUREMENT AND PAYMENT**

- A. Lump Sum Bid.
- B. Unit Prices:
  - 1. Fixed and inclusive of costs, overhead, and profit.
  - 2. Quantity not fixed.
  - 3. Unit basis:
    - a. Dollars per square foot at roof plane.
    - b. Dollars per linear foot.
    - c. Dollars per item.
- C. Time and Materials Price:
  - 1. Repair of conditions not described:
    - a. Amount per man-hour for labor.
    - b. Percent over cost for material furnished.
  - 2. Provide and connecting of roof drains:
    - a. Amount per man-hour for labor.
    - b. Percent over cost for material furnished.
- D. Application for payment: As provided in the AGREEMENT and CONDITIONS OF THE CONTRACT, as supplemented.
- E. Change Order procedure:
  - 1. As provided in the CONDITIONS OF THE CONTRACT.
  - 2. Consultant will initiate Work Change Directive or Bulletin form at Owner's request.
  - 3. Consultant will initiate Change Order at Owner's request.
  - 4. Changes in the Contract:
    - a. Written
    - b. Executed by Owner.
- F. Liquidated Damages:

CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in the agreement, plus any extensions thereof allowed in accordance with the Conditions of the Contract. The parties also recognize the delays, expense and difficulties involved in proving in a legal or

arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER **\$500.00** for each day that expires after the time specified in agreement for Substantial Completion until Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER **\$500.00** for each day that expires after the time specified in agreement for completion and readiness for final payment until the Work is completed and ready for final payment.

### **1.03 ADDITIVES**

- A. Follow requirements in Section(s)
  - 1. 07581, ADDITIVE 1
  - 2. 07582, ADDITIVE 2
  - 3. 07583, ADDITIVE 3

### **1.04 ALTERNATES**

- A. Follow requirements in Section(s)
  - 1. 07591 ALTERNATE 1
  - 2. 07592 ALTERNATE 2

### **1.05 SUBSTITUTIONS AND PRODUCT OPTIONS**

- A. Follow requirements:
  - 1. INSTRUCTIONS TO BIDDERS, Article entitled BASIS OF THE BID.
  - 2. CONDITIONS OF THE CONTRACT and as supplemented.
  - 3. Section 07 53 23, Article 2.11.

### **1.06 COORDINATION**

- A. Contractor shall have lead responsibility for coordination of construction activities which affect the Work including:
  - 1. Communicating directly with others working on site for the Owner.
  - 2. Scheduling and performing the Work in concert with others working on site for the Owner.
  - 3. Notifying the Owner where effective coordination with others working on site for the Owner is insufficient to provide the Work as agreed.
- B. Coordination of the Work:
  - 1. Perform Work in accord with agreed schedules.
  - 2. Interruption of the Owner's operations will not be acceptable except where agreed in advance.
- C. Mechanical and electrical coordination:
  - 1. Perform Work in accord with agreed schedules.
  - 2. Interruption of utility service will not be acceptable except where agreed in advance.
  - 3. Provide reasonable advance notice of shut downs and rooftop unit movement.
  - 4. Provide disconnections, reconnections and attachment of rooftop units and utility lines.
  - 5. Provide start-up services, as units require.
  - 6. Provide lifting, removal, movement, and replacement of mechanical units
  - 7. Arrange Work with other work on site by Owner.
  - 8. Mechanical disconnections, adjustments, and connections.
  - 9. Electrical disconnections, adjustments, and connections.
- D. Plumbing repairs and connections:
  - 1. Perform Work in accord with agreed schedules.
  - 2. Interruption of utility service will not be acceptable except where agreed in advance.

3. Provide reasonable advance notice of shut downs and rooftop unit movement.
  4. Provide disconnections, reconnections and attachment of rooftop units and utility lines.
- E. Testing:
1. Perform testing in accord with agreed schedules.
  2. Provide written documentation of the test results.

#### **1.07 REGULATORY REQUIREMENTS**

- A. Provide Work in compliance with codes, regulations, and statutes governing construction at the Project location.
- B. Follow CONDITIONS OF THE CONTRACT and as supplemented.

#### **1.08 REFERENCE STANDARDS**

- A. The edition of a Standard current at the Bid Due Date shall be the applicable reference Standard for this Contract.
- B. American National Standards Association, ANSI.
- C. American Plywood Association, APA, Design/Construction Guide to Nonresidential Roof Systems.
- D. American Society for Testing and Materials, ASTM, Annual Book of ASTM Standards.
- E. Asphalt Roofing Manufacturers Association, ARMA.
- F. Factory Mutual System, FM, Current Loss Prevention Data and Approval Guide.
- G. National Institute of Standards and Technology, NIST.
- H. National Roofing Contractors Association, NRCA, NRCA Roofing and Waterproofing Manual and NRCA Technical Bulletins.
- I. Portland Cement Association, PCA.
- J. Single Ply Roofing Institute, SPRI.
- K. Sheet Metal and Air Conditioning Contractors National Association, SMACNA, Architectural Sheet Metal Manual.
- L. Steel Deck Institute, SDI.
- M. Steel Structures Painting Council, SSPC, Visual Standard No. 1-89 and Surface Preparation Specification No. 3, SP-3.
- N. Underwriters Laboratories, Inc., UL, Building Materials Directory.
- O. Western Wood Products Association, WWPA, Western Lumber Products Use Manual.

#### **1.09 PROJECT MEETINGS**

- A. Preconstruction conference:
1. Convened by Consultant, Owner and Contractor.
  2. Schedule: Upon or before material unloading.
  3. Participants:
    - a. Contractor's Project Manager.
    - b. Contractor's Field Superintendent.

- c. Contractor's Crew Foreman.
  - d. Owner's Representative.
  - e. Consultant.
- B. Progress meetings:
- 1. Convened by Consultant and Contractor.
  - 2. Schedule: As requested by Consultant and Owner, or Contractor, and upon Contractor's Notice of Substantial Completion.
  - 3. Participants:
    - a. Contractor's Project Manager.
    - b. Owner's Representative.
    - c. Consultant.

#### **1.10 SUBMITTALS**

- A. Construction Progress and Cost Value Chart:
- 1. Follow format furnished in the Project Manual.
  - 2. Submit as specified in the AGREEMENT and CONDITIONS OF THE CONTRACT and as supplemented.
- B. Manufacturer's data, samples, inspection forms, and details:
- 1. Submit 1 copy of the designated product specifications, samples, color charts, and manufacturers' details to Consultant for review at least 5 business days before construction commences.
  - 2. Submittals required: Article 1.05 of Section 07 53 23.
  - 3. Submit inspection forms from inspections performed during construction and for final inspection to the Consultant no later than one day after inspection.
- C. Pre-construction Shop Drawings:
- 1. Submit 1 copy to Consultant for review at least 5 business days before construction commences.
  - 2. Submittals required: Article 1.05 of Section 07 53 23.
- D. Shop drawings for Work proposed during construction: Submit to Consultant for review within 2 business days of Owner's request.
- E. Closeout documents: As provided in the AGREEMENT and CONDITIONS OF THE CONTRACT.

#### **1.11 QUALITY CONTROL**

- A. Contractor and subcontractors: Continuous and successful business under current company name and in current practiced trade for the 5 years previous to Contract award.
- B. Contractor's personnel:
- 1. Provide Work using personnel skilled in their trades.
  - 2. Provide electrical, mechanical, and plumbing work by qualified individuals licensed in their practiced trade.
- C. Contractor's execution: Provide Work in accord with the Contract Documents and where a procedure may not be specified in the Contract Documents, provide in accord with the components manufacturers' specifications as submitted to and approved by the Consultant.
- D. Contractor to review all interior tenant spaces and be fully aware of those tenants' where dropped ceilings **do not** exist.

## **1.12 CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS**

- A. Mobilization and Set-up:
  - 1. Owner will designate adequate space for hoisting, loading, and unloading of materials.
  - 2. Owner will designate parking space for the Contractor's personnel and equipment.
- B. Temporary Utilities: Owner will provide water from existing outlets and Contractor shall provide electricity for construction purposes.
- C. Protection:
  - 1. Personal safety:
    - a. Exercise due care to prevent debris and material from falling from the roof to the ground and through the deck and through ceilings.
    - b. Coordinate and provide the closing, distribution of personal safety equipment, erection and maintenance of barricades, and the restricting of access to areas in and around the building in order that Work shall present no danger to the health, well-being, and safety of person and persons.
  - 2. Property protection:
    - a. Provide in accord with CONDITIONS OF THE CONTRACT and as supplemented.
    - b. Provide necessary equipment, temporary enclosures, devices, and coverings to prevent damage to property including, but not limited to, walls; structures; equipment; product; windows and skylights; walkways; driveways; landscaping, areas scheduled for, but not immediately subject to, the Work; areas adjacent to, but not part of, the Work.
    - c. Provide coverings to protect walls in staging and tear-off areas.
    - d. Provide procedures to prevent the ignition or delayed ignition of materials and debris.
    - e. Provide daily coordination and covering of tenant products where work is being performed each day.
    - f. Smoking is not allowed on roofs at anytime.
    - g. A minimum of two, 10-pound ABC fire extinguishers shall be available and on the roof during roof construction.
    - h. All hot work should be controlled using hot work permit as specified in NFPA 51B and in fire codes. How work should be managed using permit system with appropriate precautions, including but not limited to, control of combustibles within 35-ft of the work and provisions of a fire watch.
    - i. Provide a minimum two-hour fire watch after use of open flame torches.
  - 3. Security:
    - a. Provide protection against theft of materials and equipment, which are part of the Work.
    - b. Provide security to prevent the use of ladders and equipment during and between work periods.
- D. Sanitary Facilities: Contractor shall provide and Owner will designate location.
- E. Construction Debris:
  - 1. Clean site continually.
  - 2. Owner will have the right to salvage any abandoned equipment and scrap materials.
  - 3. Remove debris from site daily.
  - 4. Securely cover debris boxes during non-work periods.
- F. Building Access: Contractor's forces shall not enter into Owner's facilities unless specific provisions are arranged.

## **1.13 MATERIALS AND EQUIPMENT**

- A. Delivery of manufacturers' products:
  - 1. Original, sealed containers and wrappers.
  - 2. Original, intact manufacturers' labels listing brand, weight, and references.

- B. Delivery of bulk materials:
  - 1. Identified by manufacturers' or suppliers' manifests or bills of lading containing the manufacturers' specifications issued.
  - 2. Verification of certification shall be presented upon delivery to the Resident Project Representative.
- C. Delivery of shop fabricated goods: Exempt from requirements of Paragraphs A and B of this Article.
- D. Storage of materials:
  - 1. Ground storage will not be acceptable unless approved in advance by the Owner and the Consultant.
  - 2. Storage inside the structure will not be acceptable unless approved in advance by the Owner and the Consultant.
  - 3. Rooftop storage and ground storage will not be acceptable unless:
    - a. Weight shall be distributed in accord with the capacity of the structural deck.
    - b. Materials manufacturers' storage specifications shall be met and approved by the Resident Project Representative.
    - c. Materials shall be stored on pallets a minimum of 4 inches above the surface.
    - d. Materials shall be completely covered with secured and waterproof tarpaulins.
    - e. Manufacturers' preshrunk plastic wrappers and polyethylene tarps will not be acceptable as storage covering.
    - f. Rolled goods shall be stored on ends except where specified otherwise by the manufacturer.
    - g. Rolled goods shall not be used as weights for tarps.
- E. Handling: Prevent damage in handling and storage.

#### **1.14 CONTRACT CLOSEOUT**

- A. Final Cleaning:
  - 1. Comply with Article 1.12, Paragraph E, this Section.
  - 2. Restore property damaged during the Work to its original condition at no cost to the Owner.
  - 3. Remove equipment, debris and materials from the site.
- B. Closeout submittals:
  - 1. Comply with AGREEMENT and CONDITIONS OF THE CONTRACT.
  - 2. Final Waiver of Lien.
  - 3. Final billing.
  - 4. Guarantee agreement and Contractor warranty agreements.

#### **1.15 SPECIFICATION TECHNIQUES**

- A. Format:
  - 1. These specifications are written in imperative and streamlined form and are directed to the Contractor unless specifically noted otherwise.
  - 2. The words "shall be" shall be inferred where a colon (:) is used within phrases or sentences.
- B. Reference: Where an Article is cited for reference and no Section is included in that reference, the Section shall be the Base Bid Section of Division 7.
- C. Definitions:
  - 1. The word "furnish" shall mean to purchase, supply, and deliver to the Work's site, elevation, and location those goods and services which are part of the Work.
  - 2. The word "install" shall mean to place and integrate into position for designed use.
  - 3. The word "provide" shall mean furnish and install.

END OF SECTION



**Section 07 53 23**  
**Ethylene-propylene-Diene-Monomer Roofing**  
**BASE BID**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Inspection of site:
  - 1. Building name: Jefferson County Courthouse
  - 2. Roof areas: H, J, J-1, K
- B. Demolition of existing roofing.
- C. Deck inspection and repair.
- D. Single ply roofing.
- E. Sheet metal work.
- F. Mechanical equipment movement and electrical connections.
- G. Plumbing installation and repair.

**1.02 RELATED SECTIONS**

- A. Section 01001 – GENERAL REQUIREMENTS
- B. Section 07581 – ADDITIVE 1.
- C. Section 07582 – ADDITIVE 2.
- D. Section 07583 – ADDITIVE 3.
- E. Section 07591 – ALTERNATE 1.
- F. Section 07592 – ALTERNATE 2.

**1.03 REFERENCES**

- A. ASTM C-1013-94, Specification for Faced Rigid Cellular Polyisocyanurate Roof Insulation.
- B. ASTM C-1289-14, Specification for Faced Rigid Cellular Polyisocyanurate Thermal Insulation Board.
- C. ASTM D-4637-87, Specification for Vulcanized Rubber Sheet Used in Single Ply Roofing (EPDM).
- D. ASTM D-4811-90, Specification for Non-Vulcanized Rubber Sheet Used as Roof Flashing.
- E. FM – Roof Assembly Classifications.
- F. Federal Specification HH-I-1972/2 Class 1 Insulation Board, Thermal, Faced, Polyisocyanurate.
- G. SMACNA, Architectural Sheet Metal Manual.

- H. SSPC, Steel Deck Surface Preparation.
- I. U.L. – Fire Hazard Classifications.
- J. Western Wood Products Association, WWPA, Western Lumber Products Use Manual.

#### **1.04 ROOF SYSTEM DESCRIPTION**

- A. Single Ply Roofing System:
  - 1. Insulated.
  - 2. Single ply.
- B. U.L. Class A System.
- C. F.M. Wind Up-lift resistance: Meets or exceeds 1-60 rated and approved insulation and fastening system. In accord with FM1-28, FM 1-29, and FM1-49.

#### **1.05 SUBMITTALS**

- A. As provided in Section 01001, Article 1.10.
- B. Samples of Product data:
  - 1. Membranes.
  - 2. Insulation.
  - 3. Accessories
- C. Product sample, 4 pounds of ballast.
- D. Manufacturer's detail drawings.
- F. Manufacturer's installation instructions.
- G. Manufacturer's inspection forms from inspections performed during construction and for final inspection.
- H. Shop drawings.
- I. Material Safety Data Sheets (MSDS) for all materials used on site.
- J. Dimensioned shop drawings shall include:
  - 1. Outline of roof with roof size and elevations shown.
  - 2. Profile details of flashing methods for penetrations.
  - 3. Technical acceptance from manufacturer.
- K. Documents certifying qualified and approved asbestos abatement personnel.
- L. Manifest documents certifying authorized disposal of asbestos materials.
- M. Submit the Manifest Documents issued by the landfill to the Owner as a closeout Document.

#### **1.06 QUALITY ASSURANCE**

- A. As provided in CONDITIONS OF THE CONTRACT and as supplemented.

#### **1.07 REGULATORY REQUIREMENTS**

- A. As designated in Section 01001, Article 1.07.

## **1.08 PRE-CONSTRUCTION CONFERENCE**

- A. As designated in Section 01001, Article 1.09.

## **1.09 PRODUCT DELIVERY, STORAGE, AND HANDLING**

- A. As designated in Section 01001, Article 1.13.
- B. Coordinate delivery with Consultant and Owner.
- C. Prevent wrappers and packaging materials from inclusion in the roof system.
- D. All flammable materials shall be store in a cool, dry area away from sparks and open flames. Follow precautions outlined on containers or supplied by material manufacturer/supplier.
- E. All materials which are determined to be damaged by the Owner's Representative or Sarnafil are to be removed from the job site and replaced at no cost to the Owner.
- F. Material containers, mixing, and dilution: Prohibited

## **1.10 ENVIRONMENTAL REQUIREMENTS**

- A. Work shall not proceed during inclement weather.
- B. Work shall not commence on a day when precipitation is imminent or probable.
- C. All work shall be scheduled and executed without exposing the interior building areas to the effects of inclement weather. The existing building and its contents shall be protected against all risks.
- D. Work shall not proceed over damp or frozen substrates.
- E. Cold weather application procedures shall be employed when sustained ambient temperature is less than 40 degrees Fahrenheit.
  - 1. Plans for area enclosures shall be submitted in advance for approval by the Consultant.
  - 2. Adhesives are to be stored per manufacturer's specification.
  - 3. Adhesive manufacturer's specification for application shall be maintained for work to proceed.
- F. All clean scrap roof membrane shall be recycled. The applicator shall bag and store all clean membrane trimming. These bags shall be delivered to the closest Sika-Sarnafil facility or retrieved by the local Sika-Sarnafil technician during interim or final roof inspections.

## **1.11 SEQUENCING AND SCHEDULING**

- A. As designated in Section 01001, Article 1.06.
- B. Roof traffic and damage:
  - 1. Sequence Work to avoid traffic over completed Work.
  - 2. Regular storage of materials and equipment on completed Work shall not be acceptable.
  - 3. Immediately repair roof damage due to traffic.
  - 4. Construct runways over existing roofing and where traffic is unavoidable over completed Work:
    - a. Sweep pathway.
    - b. Loose lay cushion layer of agreed compressive insulation.
    - c. Provide 5/8 inch plywood runways and secure against wind uplift.
    - d. Provide continuous 2 inch by 12 inch planks as tracks for heavier, motorized equipment.

- e. Cover completed Work with heavy visqueen to protect membrane.
- C. Utility piping and mechanical elevation adjustments: Perform in order for roofing to proceed unimpeded.
- D. Roof membrane construction:
  - 1. Phased installation of the final roofing membrane shall not be acceptable.
  - 2. Complete membrane seams the same day that two contiguous membrane sheets are installed.
- E. Flashing construction:
  - 1. Drain flashings shall be complete on the same day as sump materials installed.
  - 2. Permanent flashing shall proceed concurrently with roof membrane construction.
- F. Plumbing alterations: Modification of and addition of drain fixtures shall be complete before the roofing portion of the Work commences.

### 1.12 GUARANTEE AND WARRANTIES

- A. As provided in the CONDITIONS OF THE CONTRACT and as supplemented.
- B. The Contractor shall provide the Owner with the roofing material manufacturer's **20-year system** guarantee against defects in materials and workmanship. A specimen of this guarantee shall be presented to the Owner and Consultant at Contract execution. The completed and approved guarantee agreement shall be delivered to the Owner before final payment will be made. The guarantee shall provide for repair and replacement of defective Work at **no cost** to the Owner. Additionally, the Contractor shall warrant for a period of **two years** from the date of Substantial Completion all portions of the Work not within the scope of the manufacturer's guarantee. Contractor's warranty repairs and replacements shall be performed promptly upon notice by the Owner and at **no cost** to the Owner.
- C. The Contractor shall warrant all Work performed under this Contract for a period of 2-years from the date of Substantial Completion. The Contractor shall accept responsibility for the correction of defects in materials and workmanship and shall repair leaks promptly upon notice by the Owner or his Representative and at **no cost** to the Owner. The Contractor shall reimburse the Owner for repairs performed by others should the Contractor not remedy leaks within five working days after written notice of said defects by the Owner.
- D. The Owner shall within 48 hours notify both the manufacturer and the applicators of any leaks as they occur, during the timeframe when both the contractor's and the manufacturer's warranties are in effect.

## **PART 2 PRODUCTS**

### **2.01 SHEET MATERIALS**

- A. Select materials in this Article and Article 2.03, which are available through or approved by a single manufacturer.
- B. Roofing Membrane, Ethylene Propylene Diene Monomer, EPDM:
  - 1. .060 mil Pre-Kleened Sure-Seal FR EPDM Membrane by Carlisle Syntec, Inc.
- C. Roofing Flashing Membrane:
  - 1. Ethylene Propylene Diene Monomer, EPDM by Carlisle Syntec, Inc.
- D. Roof Pads and Walkways: Pre-molded pads by the roof membrane system manufacturer selected in Article 2.01.
- E. Slip Sheet materials as approved by the roof membrane system manufacturer selected in Article 2.01.

### **2.02 LAP SPLICING SYSTEM**

- A. Seam tape by membrane manufacturer.
  - 1. 6" SecurTAPE – Field Applied
  - 2. 3" Factory Applied Tape (FAT)

### **2.03 ROOF INSULATION**

- A. InsulBase
  - 1. Material: Polyisocyanurate.
  - 2. Dimensions: 1.5 inches thick by 48 inches wide by 96 inches long.
  - 3. Characteristics:
    - a. LTTR-Value at rate of 5.7 per inch
    - b. Maximum C-Value = 20psi (1/R value)
    - c. Facer: Fiber reinforced paper.
  - 4. Manufacturer: Carlisle Syntec, Inc.
- B. InsulBase Tapered
  - 1. Material: Polyisocyanurate
  - 2. Dimensions: 48 inches wide by 48 inches long
  - 3. Characteristics:
    - a. LTTR-Value at a rate of 5.7 per inch
    - b. Compressive strength: 20PSI
    - c. Facer: Fiber reinforced paper
  - 4. Manufacturer: Carlisle Syntec, Inc.
  - 5. Slope: 1/4-inch per foot.
- C. SecureShield HD Plus Polyiso
  - 1. Material: High density Polyisocyanurate
  - 2. Dimensions: 1/2" thick by 48 inches wide by 48 inches long.
  - 3. Characteristics:
    - a. LTTR-Value = 2.5 per inch
    - b. Compressive Strength: 80-100 psi
    - c. Facer: Coated glass fiber-mat
  - 4. Manufacturer: Carlisle SynTec Systems.

### **2.04 SURFACING**

- A. None specified as of Project Manual publication date.

## 2.05 WOOD PRODUCTS

- A. Nailers and blocking: Construction Grade Pine.
- B. Pipe blocks:
  - 1. Material: Rubber.
  - 2. Nominal dimensions: For clamped pipes: 4 inches thick by 4 inches high by 12 inches long minimum.
- C. Plywood:
  - 1. APA Structural I, rated sheathing.
  - 2. Span rating: 32/16.
  - 3. Performance Standard: 1-83.
  - 4. Exposure 1, "CDX".
  - 5. Thickness: 1/2-inch.

## 2.06 FASTENERS

- A. Nail systems:
  - 1. Galvanized roofing nail: 12 gauge, 3/8 inch head.
  - 2. Roofing nail: 12 gauge, 1 inch head.
  - 3. Simplex cap nail: Annular grooved, 1 inch diameter cap.
  - 4. Capped ES-Nail, 1 inch cap.
  - 5. Twin-Loc nail approved by roof system manufacturer.
  - 6. Olylok by OMG Roofing Products.
  - 7. Not allowed: Pneumatically driven fasteners.
- B. Screw, screw/plate, anchor systems:
  - 1. Roof system manufacturer's proprietary or approved fastening system.
  - 2. Sure-Seal System by Carlisle Syntec Systems.
  - 3. Hextra with Climaseal coating and metal plate by ITW Buildex.
  - 4. Hextra with Climaseal coating and plastic plate by ITW Buildex.
  - 5. Polymer GypTec Systems with 3" Galvalume plates by ITW Buildex.
  - 6. Standard Tekes with Gray Spex coating by ITW Buildex.
  - 7. Maxiseal HWH Tekes/1 (CL) with encapsulated EPDM washers.
  - 8. Wafer head Tekes/3 (CL) by ITW Buildex.
  - 9. Flat head Tekes/4 (CL) by ITW Buildex.
  - 10. Maxi-Set Tapcon series with White UltraShield coating by ITW Buildex.
  - 11. Dynabolt Sleeve Anchor Ramset/Red Head by ITW Buildex.
  - 12. Multiset II Drop-in Anchors Ramset/Red Head by ITW Buildex.
  - 13. Stud Anchor Ramset/Red Head by ITW Buildex.
  - 14. Masonry Zamac Nailins with Zinc Anchor by Rawl.
  - 15. Masonry Nylon Nailins by Rawl.
- C. Sheet metal nailing and/or anchoring applications shall be in accordance with SMACNA and Factory Mutual recommendations.
  - 1. In each and every case where nailing and/or anchoring systems are being incorporated into the specified roof assembly, fasteners shall be of the same composition as material being fastened to prevent galvanic corrosion between dissimilar metal types.
  - 2. The selection and use of miscellaneous fasteners not specified under this Section shall be in strict compliance with local codes, regulations, and statutes governing construction at the Project location.
- D. Miscellaneous fasteners and anchors:
  - a. All fasteners, anchors, nails, straps, bars, etc. shall be post-galvanized steel, aluminum, or stainless steel or polymer bar.

- b. Mixing metal types and method of contract shall be assembled in such a manner as to avoid galvanic corrosion.
- c. Fasteners for attachment of metal to masonry shall be expansion-type fasteners with stainless steel pins.
- d. All concrete fasteners and anchors shall have a minimum embedment of 1 ¼-inch (32mm) and shall be approved for such use by the fastener manufacturer.

## **2.07 SEALANTS, BACKERS, BONDING SYSTEMS, SOLVENTS**

- A. Products shall not contain asbestos.
- B. Backer rod, closed cell, non-gassing polyethylene:
  - 1. Ethafoam.
  - 2. Sonofoam Soft Backer Rod.
- C. Metal joints and masonry joints:
  - 1. Chem-Calk 900 by Bostik.
  - 2. Sonolastic NP-1 by Sonneborn.
- D. Metal-to-concrete or metal-to-masonry joints:
  - 1. Dymonic by Tremco
- E. Horizontal masonry and coping joints:
  - 1. Dymonic by Tremco
- F. Sealant pan fillers,
  - 1. Sure-Seal Pourable Sealer by Carlisle Syntec, Inc.
  - 2. Select Pourable Sealer available through or approved by the roof membrane system manufacturer selected in Article 2.01.
  - 3. Non shrink grout.
- G. Bonding Adhesives by Carlisle Syntec, Inc.
  - 1. 90-8-30A Bonding Adhesive for membrane and flashing application.
  - 2. Flexible – FAST Adhesive for insulation.
  - 3. Cav-Grip Low-VOC Adhesive/Primer.
- H. Splice Adhesives: HP-250 Primer
- I. Splice Wash: Weathered Membrane Cleaner
- J. Lap Sealant: Sure-Seal Lap Sealant
- K. Primer: Asphaltic primer, ASTM D-41.

## **2.08 DECKING**

- A. Repair of metal deck:
  - 1. Rust inhibitive alkyd primers:
    - a. Rustoleum #1573 Speedy Dry or #7669 Rust Inhibitive.
    - b. Sherwin Williams #B-50-N2 KEM Kromic or #E41-N1 Kromic.
    - c. PPG #97-608 Fast Dry or #6-208/212 Rust Inhibitive.
    - d. Moore #M-05 Rapid Dry or #M-06 Alkyd.
  - 2. Repair plates: 22 gauge galvanized steel.
- B. Repair of concrete deck:
  - 1. Portland cement.
  - 2. Latex activated concrete.
  - 3. Pac-It Grout by W.R. Meadows.

- C. Replacement of metal deck:
  - 1. Deck sections to match existing.
  - 2. Finish: Primed.

## 2.09 SHEET METAL

- A. SMACNA recommendations form minimal specifications where not exceeded in this Article.
- B. Galvanized steel:
  - 1. Sealant pans, hoods for pans and pipe chases:
    - a. Gauge: 24.
    - b. Minimum pan depth: 4-inches.
    - c. Fabricate in accord with Sealant Pan Detail
  - 2. Coping with continuous cleats for outside face:
    - a. Coping gauge: 24
    - b. Cleat gauge: 22
    - c. Full cover plate: 6 inches long by coping girth by same gauge as coping.
    - d. Finish: Match existing.
    - e. Design: Tapered toward roof.
    - f. Corners: Prefabricated and mitered.
    - g. End caps with wall flanges.
  - 3. Rail curb caps with closed ends:
    - a. Gauge: 22.
    - b. Solder corner joints.
  - 4. Counterflashing:
    - a. Design: Surface-mounted with caulk cup and 1 inch by 3/16 inch flat stiffening bar.
    - b. Gauge: 24.
    - c. Height: 6 inches.
    - d. Fastener: Article 2.06, B.
    - e. Finish: Submit color samples.
  - 5. Counterflashing:
    - a. Design: Skirt type.
    - b. Gauge: 24.
    - c. Height: 4 inches.
    - d. Fastener: Article 2.06, B.
    - e. Finish: Submit color samples.
  - 6. Flashing closure:
    - a. Gauge: 24.
    - b. Design: "L" shape and skirt.
    - c. Finish: Submit color samples.
- C. Aluminum:
  - 1. Termination bar:
    - a. Size: 3/32 inch by 1-1/4 inches by 120 inches.
    - b. Holes: Slotted and 6 inches on center.
    - c. Profile: Top edge caulk cup.

## 2.10 ACCESSORIES

- A. Crickets:
  - 1. Material: Polyisocyanurate.
  - 2. 3:1 Ratio Length to Width respectively.
- B. Saddles:
  - 1. Material: Polyisocyanurate.
  - 2. 3:1 Ratio Length to Width respectively.
- C. Pipe stanchions by Miro Industries:



1. Model 02: Pipes less than 3 inches in diameter.
  2. Model 24R: Pipes 3 inches to 7 inches in diameter.
  3. Model 48R: Pipes greater than 7 inches in diameter.
- D. Pipe clamps:
1. Double flanged.
  2. Galvanized steel.
  3. 0.5 inch larger than pipe diameter.
- F. Pre-molded inside/outside corner flashings by Carlisle Syntec, Inc.
- G. Pre-molded T-Joint covers by Carlisle Syntec, Inc.
- H. Pre-molded small pipe flashings by Carlisle Syntec, Inc.
- I. Pre-molded large pipe flashings by Carlisle Syntec, Inc.
- J. Pre-molded universal pipe flashings by Carlisle Syntec, Inc.
- K. Roof drains:
1. Cast iron products.
  2. Bowls to match existing diameter and outlet.
  3. Bowls: Model: Zurn.
  4. Submit product information.
- L. Roof access systems: Aluminum Roof Hatch Model by the Bilco Co., 800-366-6530.
- M. Temporary materials:
1. Water cut-offs:
    - a. Water block sealant.
    - b. Roof membrane as provided in Article 2.01, this Section.
- N. Roof drains:
1. Cast iron products.
  2. Bowls to match existing diameter and outlet.
  3. Connecting pipe Match existing.
  4. Submit product information.
- O. Portal systems:
1. Neoprene Retrofit Pipe Seals by Portals Plus, Inc,: Models #RF-13, RF-36, and HPRF and adapter rings.
  2. Portal base by Portals Plus, Inc.: EPDM #LPNI.
  3. Portal cap(s) by Portals Plus, Inc.: Models #C-126, C-212, C-412, and C-481.

## 2.11 EQUIVALENTS

- A. Products of this Section may be bid on an equivalent basis and substitutions may be approved:
1. Comply with CONDITIONS OF THE CONTRACT and as supplemented.
  2. Comply with INSTRUCTIONS TO BIDDERS, Article entitled BASIS OF THE BID.
  3. Comply with Section 01001, Article 1.10.
  4. As approved in advance and in writing by the Owner and the Consultant.
- B. Equivalent and substitute products may be considered and may be approved after the bidding period and before or after Contract award.

## **PART 3 EXECUTION**

### **3.01 PRE-CONSTRUCTION SITE INSPECTION**

- A. Examine site to determine satisfactory conditions for work.
- B. Write Consultant to notify of defects and conditions, which may adversely influence performance or completion of Work.
- C. Absence of written notice will constitute the Contractor's acceptance of site.
- D. Verify:
  - 1. Deck support, attachment, and integrity.
  - 2. Deck weight limits before loading materials.
  - 3. Existence and locations of above ground utility lines, underground utilities, water and gas lines, fire sprinkler systems, pavement heating devices, above and below deck conduit and tubing, ceiling suspension systems, and lawn sprinkling systems.
  - 4. Dry and acceptable surfaces to receive the Work.
  - 5. Undamaged, properly installed and sloped, and acceptable deck to receive the Work.
  - 6. Metal deck flutes as dry, free of snow and ice, and clean.
  - 7. Curbs, pipes, sleeves, ducts, vents, nailers, and blocking as secure and acceptable.
  - 8. Metal deck side lap fasteners as in place and acceptable.

### **3.02 PROTECTION**

- A. Comply with Section 01001, Article 1.12, Paragraph C.
- B. Demolish only roofing which shall be replaced by the completed membrane assembly before the stop of work on that day.
- C. Provide tie-ins and water cut-offs to prevent moisture from entering into and under the Work.

### **3.03 DEMOLITION**

- A. Remove loose gravel and debris from roof surface.
- B. Remove asbestos-containing materials in accord with Article 1.07.
- C. Remove roofing materials to the deck.
- D. Remove flashings, detail and edge materials.
- E. Ballast Removal
  - 1. Stone ballast to be removed no sooner than 2 days prior to roofing work commencing.
  - 2. An area of existing stone ballast measuring 10' X10', to be left in place around all drains until the day of roof replacement for the area in which the drain is located.
  - 3. Existing stone ballast to remain in place at all roof edges, in a row no less than 24" wide. Perimeter ballast to remain until day of roof replacement within said area of roof.
  - 4. Temporary ballast.
    - a. Temporary ballast shall be placed throughout the roof system the same day in which ballast stone is removed.
    - b. Temporary ballast shall be of sufficient weight so that existing membrane does not blow, billow, rip, or tear.
    - c. Temporary ballast shall be of sufficient weight so that existing insulation does not billow, move, or shift under membrane.
  - 5. Contractor is responsible for all membrane damage that may occur during or after removal of stone ballast.

6. Roofing contractor shall have its own personnel onsite during time of stone removal. Personnel shall be capable of identifying and repairing any rips or tears that may occur during the ballast removal process. Repairs from damage occurred shall be made to a properly cleaned area and made with pressure sensitive membrane flashing. Repairs caulk repairs to damaged membrane will be unacceptable.
- F. Abandoned elements:
1. As identified:
    - a. On Roof Sketch.
    - b. On roof, marked "X".
    - c. By obvious disuse.
  2. Demolish:
    - a. Mechanical equipment.
    - b. Pipes and supports.
    - c. Boxes.
    - d. Curbs.
  3. Remove from site.
  4. Install deck over openings and repair holes in deck: Article 3.04.
- G. Incidental damage to property:
1. Comply with CONDITIONS OF THE CONTRACT, and as supplemented.
  2. At no cost to the Owner, immediately restore and repair any interrupted system and condition whose existence was:
    - a. Verifiable and unconcealed.
    - b. Verifiable and concealed.
    - c. Unverifiable and unconcealed.
  3. In accord with the Time and Material Bid, immediately restore and repair any interrupted system and condition whose existence was unknown, unverifiable, and concealed.
  4. At no cost to the Owner, replace and repair any elements specified for reuse and damaged during removal.
- H. Debris: Follow Section 01001, Article 1.12.

### **3.04 DECK REPAIR**

- A. Regulation:
1. Comply with:
    - a. Section 01001, Article 1.12, C.
    - b. Article 2.08, this Section.
    - c. Specifications of material manufacturer.
  2. Where indicated by Quality Compliance Observer.
- B. Metal decking:
1. Provide side lap fasteners: Time and Material pricing.
    - b. On spans of less than six feet: One fastener, mid-span.
    - c. On spans of six feet or more: Fasteners on 24 inch centers.
    - d. Provide per requirements of FM datasheet 1-29.
  2. Evaluation for rust removal:
    - a. Reference, SSPC Visual Standard No. 1-89.
    - b. Deck sections rusted beyond Grade C shall be removed.
    - c. Deck sections shall be cleaned in accord with SSPC SP#3 and shall achieve an ISO ST 3 surface grade to be acceptable for coating.
  3. Surface rust removal procedures: Unit price work.
    - b. Remove rust by scraping and wire brushing.
    - c. Clean surface.
    - d. Apply rust inhibitive metal primer.
  4. Evaluation for patching:
    - a. Isolated, cut-out, uncorroded hole or short gash.

- b. Maximum dimension, 12 inches.
  - c. Remove deck section having multiple holes, holes caused by corrosion, a hole over 12 inches in any dimension, or a cut which penetrates two or more adjacent top flanges.
5. Hole patching:
- a. As a portion of the Base Bid.
  - b. Provide patch with 3 inch overlap on contiguous flanges.
  - c. Provide patch with full overlap on adjacent flanges.
  - d. Fasten corners.
  - e. Fasten sides 3 inches on center.
  - f. Patch shall be flat with top flanges.
6. Section replacement:
- a. Unit price work.
  - b. Replace entire sections only.
  - c. Install ends over structural steel members.
  - d. Install sections to cover minimum 3 spans.
  - e. Provide minimum 2 inch end laps.
  - f. Provide side lap fasteners on 24 inch centers.
  - g. Fasten ends to structural steel members on 6 inch centers.
  - h. Fasten ribs to structural steel members on 6 inch centers.
  - i. Provide per requirements of FM datasheet 1-29.
- C. Concrete decking:
- 1. Provide smooth, uniform, and sound surface.
    - a. Unit price work.
    - b. Repair in accord with recommendations of the Portland Cement Association.

### 3.05 PREPARATION AND CONDITIONS

- A. Provide Work on suitable substrate and conditions:
- 1. Free of debris and residue.
  - 2. Smooth.
  - 3. Uniform.
  - 4. Dry.
  - 5. Structurally sound.
  - 6. Flutes of metal deck free of gravel and moisture, snow, and ice.
- B. Provide coordination of related work:
- 1. Section 01001, Article 1.01, Paragraph A., 2.
  - 2. Section 01001, Article 1.06.
  - 3. Article 1.11, this Section.
- C. Wall base and penetration sealing:
- 1. Materials: Article 2.07.
  - 2. Seal holes, openings, cracks, and joints to prevent material from penetrating into the building.
- D. Wood nailers and blocking:
- 1. Inspect nailers at walls, edges, joints, skylights, hatches, vents, curbs, and boxes:
    - a. Repair as agreed by Quality Compliance Observer.
    - b. Enhance fastening as agreed by Quality Compliance Observer.
    - c. Remove rotted and deteriorated material.
    - d. Provide replacement for demolished materials: Article 2.05, A.
    - e. Perform on Unit Price basis.
  - 2. Provide nailers to achieve elevations and transitions:
    - a. Material: Article 2.05, A.
    - b. In accord with specified construction.
    - c. As a portion of the Base Bid Work.

3. Inspect blocking and elevations of joints, skylights, hatches, vents, curbs, and boxes.
    - a. Repair where indicated by Quality Compliance Observer.
    - b. Enhance fastening.
    - c. Remove rotted and deteriorated material.
    - d. Provide replacement for demolished materials: Article 2.05, A.
    - e. Perform on Unit Price basis.
  4. Provide blocking to achieve flashing elevations:
    - a. Minimum 8 inches above finished roof surface.
    - b. In accord with Article 2.05, A.
    - c. As a portion of the Base Bid Work.
- E. Detail disconnections and attachments:
1. Ductwork, vent hoods, mechanical elements, and other rooftop fixtures that are disconnected, moved, or altered during construction shall be installed and fastened in a manner commensurate with original attachment.
  2. Nails shall be unacceptable as exposed fasteners.
  3. Exposed fasteners shall have EPDM washers.
- F. Drains:
1. Existing drains:
    - a. Inspect and ensure functioning.
    - b. Lower drain bowl mounting where bowl flanges are not level with deck elevation.
  2. Absence of written notice from Contractor to Consultant will constitute Contractor's verification that no drain is clogged and that no drain and no accessory is broken or malfunctioning.
  3. Absence of written notice from Contractor to Consultant will constitute Contractor's verification that no drain is leaking prior to commencement of work. Contractor shall repair at no addition cost to the Owner, leaks that occur during and as a result of the work.
  4. Replace, as a portion of the Base Bid:
    - a. All screws, bolts, and clamps.
    - b. All existing non-cast iron strainers with cast iron strainers.
    - c. All broken or damaged cast iron strainers.
    - d. Follow Article 2.10, N.
  5. Other drain repairs:
    - a. On a Time and Material basis.
    - b. Follow Article 2.10, N.
  6. Protection:
    - a. Block drains to prevent debris and materials from entry.
    - b. Clear blocking before the stop of work each day.

### **3.06 TEMPORARY WORK**

- A. Temporary roofing: Unacceptable.
- B. Temporary flashing:
1. Only as agreed with Owner.
  2. Materials: Article 2.10.
  3. Remove before permanent flashing installation.
  4. Clean surface after removal.
- C. Temporary tie-ins and water cut-offs:
1. Protection: Article 3.02.
  2. Materials: Article 2.10.
  3. Line of tie-in to existing roofing: Provide smooth and clean surface.
  4. Width of tie-in: 12 inches on new roof and 12 inches on old roof.
  5. Void between new and existing roofing: Fill in with loose laid insulation.

### 3.07 REJECTED WORK

- A. Promptly remove from this site and do not incorporate in the Work:
  - 1. Work rejected by the Owner through the Consultant.
  - 2. Stored materials damaged or exposed to moisture.
  - 3. Installed underlying materials damaged or exposed to moisture.

### 3.08 INSULATION – PROCEDURES

- A. Install boards butted to each other and adjacent materials.
  - 1. Gaps in excess of 1/8 inch not acceptable.
  - 2. Fill voids and gaps with insulation trimmed to fit.
- B. Install with no joints cantilevered.
- C. Install with ends bearing on top flanges or full bearing on underlying insulation.
- D. Install with full bearing on underlying materials.
- E. Install insulation fasteners:
  - 1. Driven perpendicular to deck.
  - 2. Penetrating 3/4" inches through deck.
  - 3. Engaging top flanges of metal deck.
  - 4. Clean the pre-drilling debris from insulation surface.
  - 5. With only approved fastener/plate combinations.
- F. Install mechanical fasteners using tools designed or approved by the fastener manufacturer for roof insulation screw installation.
- G. Walk-in adhered insulation.
- H. Score and cut insulation to conform to substrate variations.

### 3.09 INSULATION - BOTTOM LAYER

- A. Material: Article 2.03, A.
- B. Adhere insulation to the deck. (In areas of concrete deck)
  - 1. Adhesive: Article 2.07, G, 2.
  - 2. Adhesive bead spacing
    - a. In roof field: 6.0" O.C.
    - b. Along the perimeter 4.0"
    - c. Within the corners 4.0"
- C. Line of longitudinal joints perpendicular to deck material longitudinal joints.
- D. Layout with lateral joints staggered.
- E. Stagger joints 6 inches in both directions from underlying tapered insulation joints.
- F. Install ends with at least 1-3/4 inches bearing on top flanges of deck.
- G. Mechanically attach to deck (In areas of metal deck)
  - 1. Wind uplift base rating: Article 1.04.
  - 2. Fastener system: Article 2.06, B., 1, 2.
  - 3. Fastener quantity for each board:
    - a. In roof field: 8.
    - b. Within the perimeter: 12

- c. Within roof corner: 16
- 4. Fastener pattern on each board: See FM Loss Prevention Data Sheet 1-28.
- 5. Partial boards shall be fastened at a rate commensurate with full boards and shall not have less than 4 fasteners per piece unless less than 6 square feet, in which case 3 fasteners per piece shall be acceptable.

### **3.10 INSULATION, TAPERED – MIDDLE LAYER**

- A. Material: Article 2.03, B.
- B. Layout in accord with approved shop drawings.
- C. Adhesive: Article 2.07, G, 2.
- D. Apply adhesive to the manufacturer's application specifications.

### **3.11 INSULATION, COVER BOARD – TOP LAYER**

- A. Material: Article 2.03, C.
- B. Top of cover board insulation shall match top of surrounding insulation.
- C. Adhesive: Article 2.07, G, 2.
- D. Apply adhesive to the manufacturer's application specifications.

### **3.12 MEMBRANE ROOFING**

- A. Manufacturer's information:
  - 1. Use manufacturer's general application specifications as a guide where provisions are not specified, or are not more stringent in this Section.
  - 2. Seek modification where guarantor will not issue required agreement without changes in the Work.
- B. Procedures:
  - 1. Sheet attachment: Fully adhered.
  - 2. Position membrane over acceptable substrate.
  - 3. Allow membrane to relax a minimum of 30 minutes prior to installation.
  - 4. Install membrane so that all sheets are shingled to avoid bucking of water.
  - 5. Complete membrane seams the same day that two contiguous membrane sheets are installed.
  - 6. Install adjoining sheets overlapping edges to provide required minimum splice width.
  - 7. Clean dust, dirt, and excess dusting agent from the membrane.
  - 8. Remove wrinkles from sheet prior to securing membrane.
  - 9. Repair wrinkles, voids and other anomalies immediately.
  - 10. Clean seams and remove residues per system manufacturer's specification.
  - 11. Seam sealant per system manufacturer's specification.
  - 12. Remove temporary tie-in and water cut-off material before proceeding with contiguous work.
  - 13. Demolish all materials incorporated into portions constructed with phased or temporarily capped membrane assemblies.
  - 14. Complete seams with seam tape per system manufacturer's specification.
  - 15. Secure the membrane to the perimeter and curbs per manufacturer's specification.
  - 16. Install patch on membrane seams where elevation of membrane changes.
  - 17. Install T-Joint cover patch on all T-Joints.
- C. Membrane installation around penetrations, projections, and perimeter walls:

1. Membrane attachment around base of penetrations, projections and walls shall be accomplished in accord with the manufacturer's instructions.
    - a. Fasteners shall clamp membrane tight.
  2. Overlap flashing sheets per manufacturer's recommendations.
- D. Install single-ply membrane:
1. End laps and side laps per manufacturer's specification.
  2. Sheet attachment:
    - a. Fully adhered.
    - b. Fold membrane sheet back so that half of the underside of the sheet is exposed.
    - c. Apply bonding adhesive to the membrane and the substrate to achieve continuous and uniform coating of both surfaces.
    - d. Bond the membrane to the substrate.
    - e. Broom the membrane to ensure maximum contact.
    - f. Repeat the bonding procedure for the other half of the membrane.

### 3.13 MEMBRANE FLASHINGS

- A. Materials: Article 2.01
- B. Adhesive: Article 2.07, G, 1.
- C. Installation procedures:
1. Follow manufacturer's application instructions where not exceeded in this Article.
  2. Flashings shall be mechanically attached with fasteners concealed.
  3. Flashings shall extend to or above existing flashing elevations.
  4. Flashings shall be fully adhered.
  5. Use manufacturer's coated metal where required by manufacturer.
  6. Clean all vents, pipes, conduits, tubes and stacks to bare metal.
  7. Where asphalt contamination exists at perimeter walls and/or projection curbing, short walls and/or curbing with 1/2-inch CDX plywood attached with approved fasteners or approved alternate.
- D. Flashing application:
1. Install flashing sheet concurrently with roof membrane as job progresses.
  2. Install flashing sheet such that material is properly shingled beginning at lower elevations.
  3. Flashing sheets shall be adhered to compatible dry, smooth, and solvent-resistant surfaces.
    - a. Adhesive shall be applied in smooth, even coatings with no gaps, gobs, or similar inconsistencies.
    - b. Only an area that can be completely covered in the same days' operations shall be flashed.
  4. Over the properly installed/prepared substrate surface, apply bonding adhesive at a rate according to the manufacturer requirements.
    - a. Allow first layer of adhesive to dry completely prior to installing the membrane.
  5. Position flashing membrane and apply a 100% continuous coat of bonding adhesive to the exposed bottom side of the flashing membrane.
    - a. Allow the adhesive to dry to a point of being tacky, but not stringy to the touch. Do not allow adhesive to "dry out" completely.
  6. When sufficiently dry, carefully maneuver the glued portion of the flashing membrane onto the glued substrate surface, avoiding any wrinkles or air pockets. Hand roll firmly into place.
  9. The finished application shall exhibit no wrinkles, fishmouths, voids, loose laps, etc.
- E. Elevation on walls and vertical details: Minimum 8 inches above finished roof surface.
- F. Terminations:



1. Walls where coping scheduled:
  - a. Extend across nailer and down outside vertical face of nailer.
  - b. Fasten along outside nailer face, 12 inches on center.
2. Surfaces where compression bar scheduled: Extend up to and along scheduled fixation line.
3. Surfaces where counterflashing scheduled:
  - a. Extend up to 1/4 inch below scheduled detail fixation line.
  - b. Fasten membrane in a line 1 inch below termination edge and on 12 inch centers.
4. Edge details:
  - a. Adhere to flange.
  - b. Extend to outside break.
5. Box penetrations:
  - a. Extend to top outside edge of nailer.
  - b. Fasten in line 1 inch below termination edge and on 12 inch centers.
6. Mechanical equipment support curbs, control joints, roof dividers:
  - a. Install one piece up side, across top, and down far side where caps removed.
  - b. Extend to top edges on both joint sides.
  - c. Fasten in line 1 inch below termination edge and on 12-inch centers.
7. Expansion joint:
  - a. Extend to top edges on both joint sides.
  - b. Fasten in line 1 inch below termination edge and on 12-inch centers.

### 3.14 DRAINAGE

- A. Drains:
  1. Inspection and repair: Article 3.05, F.
  2. Sequence and schedule: Article 1.11.
  3. Construct 96-inch wide sump area at drains:
    - a. Tapered insulation system shall arrive at its minimum thickness around the perimeters of drain sump areas.
    - b. Mechanically attach (In areas of metal deck) Fully adhere (in areas of concrete deck) to deck in sump area.
    - c. Install membrane system.
    - d. Install membrane to bowl sealant.
    - e. Install clamping ring over membrane.
    - f. Minimum hole in the membrane to be the size of discharge pipe.
    - g. Membrane to extend past clamping ring a minimum of 1.0 inch
    - h. Follow Drain Flashing Detail.
- B. Accessories:
  1. Saddles:
    - a. Locate: Where designated on Roof Sketch as a portion of Base Bid.
    - b. Locate: Where designated by Owner on a Time and Materials basis.
    - c. Materials: Article 2.10, C.
    - d. Adhesive: Article 2.07, G, 2.
    - e. Width: 3:1 length to width ratio saddle width at the midpoint between drains.
    - f. Placement: Between layers of flat insulation.
    - g. Follow insulation installation procedures: Article 3.08.
  2. Crickets:
    - a. Locate: Where designated on Roof Sketch as a portion of Base Bid.
    - b. Locate: Along upslope side of curbed boxes and rail curb as a portion of the Base Bid.
    - c. Locate: Where designated by Owner on a Time and Materials basis.
    - d. Material: Article 2.10, C.
    - e. Adhesive: Article 2.07, G, 2.
    - f. Proportion of width to length: One foot out for every 3 feet long.
    - g. Follow insulation installation procedure: Article 3.08.

### 3.15 UTILITY AND SUPPORT PENETRATIONS

- A. Verify conditions and at pipe, cable, and utility penetrations:
  - 1. Vertical penetrations:
    - a. Provide adjustments for minimal acceptable clearance above finished roof surface: 8 inches.
    - b. Coordinate service interruption and reconnection: Article 3.05, B.
  - 2. Horizontal penetrations:
    - a. Provide rerouting where less than 8 inches above finished roof and where flashing penetrated.
    - b. Provide rain visor and seal penetration.
    - c. Provide rigid flashing sleeve on flexible cables and electrical connections.
  
- B. Provide hooded sealant pans on single pipes, rods, tubes, and supports:
  - 1. Material: Article 2.09.
  - 2. Seal penetrations at membrane with sealant: Article 2.07, G, 1.
  - 3. Adhere membrane over flanges and to roof surface.
  - 4. Fill pan with grout and sealant: Article 2.07, F
  - 5. Install sheet metal hood and drawband.
  - 6. Caulk.
  - 7. Follow Sealant Pan Detail.
  
- C. Single pipes, rods, tubes and supports:
  - 1. Provide pre-molded boot flashing where possible.
  - 2. Field fabricate flashing on single penetrations where pre-molded boots are not used.
  
- D. Provide retrofit boots for uninterrupted penetrations by single pipes and supports:
  - 1. Portal system: Article 2.10.
  - 2. Seal penetration at membrane with sealant.
  - 3. Fasten and seal side seam.
  - 4. Adhere membrane over flanges and to roof surface.
  - 5. Install drawband and caulk.
  - 6. Follow Retrofit Boot Detail.
  
- E. Provide portal enclosures for single pipes and supports terminated above roof surface and elements disconnected during construction:
  - 1. Portal system: Article 2.10, O.
  - 2. Seal penetrations at membrane with sealant.
  - 3. Embed and seal base cavity flanges with adhesive: Article 2.07, G, 1.
  - 4. Adhere membrane over flange and to roof surface.
  - 5. Install caps, cap seal to base, drawbands, and caulk.
  - 6. Follow Pipe Portal Detail.

### 3.16 CURBED BOX PENETRATIONS

- A. Inspect existing attachment and elevations.
- B. Provide base attachment in accord with local code.
- C. Remove units or fixtures to provide access for installation of blocking, flashings and counterflashing.
- D. Mechanically attach curb-wall insulation.
- E. Flashings: Article 3.13.
- F. Counterflashing skirts: Fastened 12 inches on center behind cap flashing.

- G. Split corners: Where cap flashings are split, repair with a sealed underlying metal corner splice.
- H. Follow Curbed Box Flashing Detail.

### 3.17 SOIL STACKS

- A. Extend stacks to a minimum height of 8 inches above membrane system:
  - 1. Where cast iron: Use tapered cast iron extension pipe.
  - 2. Where PVC: Seal a coupling to existing and seal an extension piece to the coupling.
- B. Install premolded flashing.
- C. Field wrap stacks.

### 3.18 CONTROL JOINTS

- A. Where designated on Roof Sketch.
- B. Inspect existing attachment and elevations of joints:
  - 1. Deck attachment on 24 inch centers.
  - 2. Blocking: Article 3.05, D.
  - 3. Flashings: Article 3.13.
  - 4. Caps:
    - a. Material: Article 2.09, B, 2.
    - b. Fastener: Article 2.06, B.
      - 1. EPDM gasketed fastener
    - c. Fastening: 24 inches on center along both sides.
    - d. Lap caulk: Article 2.07.

### 3.19 SHEET METAL ACCESSORIES

- A. Coping:
  - 1. Locate where indicated on Roof Sketch.
  - 2. Locate where existing.
  - 3. Demolish existing coping.
  - 4. Adhere and seal water-stop membrane 3 inches over flashing termination, across nailer and extending down outside edge 1 inch below exposed nailer.
  - 5. Install continuous fascia cleat fastened 4 inches on center.
  - 6. Install flashing: Article 3.13, F, 1.
  - 7. Install new coping: Article 2.09, B, 2.
  - 8. Provide separate end cap piece with wall flange.
  - 9. Fasten:
    - a. Screw with epdm washer: Article 2.06, B.
    - b. Spacing: 24 inches on center along inside face.
    - c. Not approved: Exposed nails and top fastening.
  - 10. Caulk in laps and over joints.
  - 11. Follow Coping Detail.
- B. Surface mounted counterflashing:
  - 1. Locate: Where designated on Roof Sketch.
  - 2. Flashings: Article 3.13, F, 3.
  - 3. Material: Article 2.09, B, 4.
  - 4. Install: Immediately above and without contact to flashings.
  - 5. Anchor: 6 inches on center.
  - 6. Caulk: Article 2.07.
  - 7. Follow Surface Mounted Counterflashing Detail.

- C. End closures for flashings:
  - 1. Provide where flashing end is exposed to weather.
  - 2. Install top edge under counterflashing.
  - 3. Fasten at 12 inches on center, minimum of 2 fasteners per flange.
  - 4. Install sealant along edges of metal.
  - 5. Terminate with drip edge 1 inch above roof surface.
  - 6. Follow Flashing Termination Enclosure Detail.

### **3.20 ROOF ACCESSORIES**

- A. Non-wooden blocks and stanchions under pipes:
  - 1. Support pipes on padded roof stanchions at turns and on straight runs:
    - a. Electrical conduit, 5 feet on center.
    - b. Iron pipe, 10 feet on center.
  - 2. Bond walk pad to smooth roof surface.
  - 3. Set blocks in place.
  - 4. Install pipe mounting hardware: Article 2.10, D.
  - 5. Install stanchions: Article 2.10, C.
  - 6. Install clamp: Article 2.10, C.
- B. Gas line: Provide 2 inches between gas line traps and finished roof system.
- C. Duct supports:
  - 1. Provide roof pads under duct supports.
  - 2. Provide wood blocks, minimum 2 inches thick by 12 inches wide by 12 inches long.

### **3.21 CLEANING**

- A. Follow Article 3.03, this Section.
- B. Follow Section 01001, Article 1.12 and Article 1.14.
- C. Follow CONDITIONS OF THE CONTRACT and as supplemented.

### **3.22 FIELD QUALITY COMPLIANCE**

- A. Field inspection and testing will be performed in accord with CONDITIONS OF THE CONTRACT and as supplemented.
- B. Correct identified defects and irregularities and all Work not in compliance with the Contract.

### **3.23 MANUFACTURER'S FIELD SERVICES**A. Provide manufacturer's field services.

- B. Request progress inspections by manufacturer's representative where required under guarantee provisions.

END OF SECTION

## **Section 07581**

### **ADDITIVE 1**

#### **PART 1 GENERAL**

##### **1.01 SUMMARY**

- A. Where awarded in the AGREEMENT, the Work of this Section shall be performed in accord with the Contract Documents and shall extend the Contract Time by 2 calendar days.
- B. Location of Additive Work: Roof Areas H, J, J-1, K
- C. Description of Additive Work: In areas of concrete deck, prime and prep the deck and install air and vapor barrier.
- D. Work of this Section shall conform to the Articles of Section 07 53 23 except where exclusion is specified.

#### **PART 2 PRODUCTS**

##### **2.01 MATERIALS**

- A. Provide as specified in Section 07 53 23
- B. Carlisle VaporAir Seal TR
- C. Carlisle VaporAir Seal MD
- D. Carlisle CavGrip Adhesive Primer

#### **PART 3 EXECUTION**

##### **3.01 INSTALLATION**

- A. Perform Work:
  - 1. As specified in Section 07 53 23 Articles 3.01 through 3.23.
  - 2. Where designated on Roof Sketch.
  - 3. In areas where metal deck, install Carlisle VaporAir Seal MD directly to the metal deck avoiding fish mouths and blisters.
  - 4. In areas where concrete deck exists, prime existing concrete deck and install Carlisle VaporAir Seal TR avoiding fish mouths and blisters.

END OF SECTION

## **Section 07582**

### **ADDITIVE 2**

#### **PART 1 GENERAL**

##### **1.01 SUMMARY**

- A. Where awarded in the AGREEMENT, the Work of this Section shall be performed in accord with the Contract Documents and shall not extend the Contract Time.
- B. Location of Additive Work: Roof Areas H.
- C. Description of Additive Work: Furnish and install new Bilco roof hatch to match existing dimensions.
- D. Work of this Section shall conform to the Articles of Section 07 53 23 except where exclusion is specified.

#### **PART 2 PRODUCTS**

##### **2.01 MATERIALS**

- A. Provide as specified in Section 07 53 23.

#### **PART 3 EXECUTION**

##### **3.01 INSTALLATION**

- A. Perform Work:
  - 1. As specified in Section 07 53 23, Articles 3.01 through 3.23.
  - 2. Where designated on Roof Sketch.

END OF SECTION

## **Section 07583**

### **ADDITIVE 3**

#### **PART 1 GENERAL**

##### **1.01 SUMMARY**

- A. Where awarded in the AGREEMENT, the Work of this Section shall be performed in accord with the Contract Documents and shall extend the Contract Time by 3 calendar days.
- B. Location of Additive Work: Roof Areas H, J, J-1, K.
- C. Description of Additive Work: Install interior protection 4' along all perimeters and parapet walls and all major penetrations within Roof Areas H, J, J-1, K.
- D. Work of this Section shall conform to the Articles of Section 07 53 23 except where exclusion is specified.

#### **PART 2 PRODUCTS**

##### **2.01 MATERIALS**

- A. Provide as specified in Section 07 53 23.
- B. Material in compliance with IBC (International Building Code's) EC 043 - 2020

#### **PART 3 EXECUTION**

##### **3.01 INSTALLATION**

- A. Perform Work:
  - 1. As specified in Section 07 53 23, Articles 3.01 through 3.22.
  - 2. Where designated on Roof Sketch.

END OF SECTION

## **Section 07591**

### **ALTERNATE 1**

#### **PART 1 GENERAL**

##### **1.01 SUMMARY**

- A. Where awarded in the AGREEMENT, the Work of this Section shall be performed in accord with the Contract Documents.
- B. Where awarded in the AGREEMENT, the Contract Time for the performance of the Work of this Section shall be the same as Section 07 53 23.
- C. Provide Work as specified in Section 07 53 23 except where modified in this Section and where manufacturer designates proprietary or more stringent provisions in order to meet his guarantee requisites.
- D. Location of Alternate Work: Roof Areas H, J, K
- E. System Description: Install 60mil Ballasted EPDM roof system.
- F. Work of this Alternate: Guaranteed and warranted as Section 07 53 23

#### **PART 2 PRODUCTS**

##### **2.01 ALTERATIONS IN SECTION 07 53 23**

- A. Article 2.04 SURFACING:
  - 1. Delete "A. None specified as of Project Manual publication date."
  - 2. Substitute "B. Ballast: 3/4" to 1-1/2" round river washed gravel."

#### **PART 3 EXECUTION**

##### **3.01 INSTALLATION REQUIREMENTS**

- A. As specified in Section 07 53 23 except where manufacturer's provisions are proprietary and more stringent.

END OF SECTION



**Section 07592**

**ALTERNATE 2**

**PART 1 GENERAL**

**1.01 NONE APPROVED AS OF PROJECT MANUAL PUBLICATION DATE**

## LIST OF DETAILS

### NOTE:

1. The Sketches and Details included in the Contract depict only the concept of the Work.
2. No scale is provided; none shall be inferred or assumed. Component proportions are not necessarily as depicted.
3. Notes on the Sketches and Details are supplemental to the specifications and are a portion of the Work.
4. Structural and connecting conditions may differ from those depicted. Contractor shall verify field conditions.

RS-1	Roof Sketch
D-01	Roof Drain Detail
D-02	Non-Removable Curb Detail
D-03	Removable Curb Detail
D-04	Plumbing Vent Pre-Manufactured Boot Detail
D-05	Plumbing Vent Field Wrap Detail
D-06	Pressure Sensitive Pourable Sealer Detail
D-07	Pipe Support Detail
D-08	Skylight Detail
D-09	Hatch Detail
D-10	Parapet Wall With Metal Coping Detail
D-11	Flashing Termination Detail
D-12	Coping Wall Termination
D-13	Existing Coping Stone Detail

# LEGEND

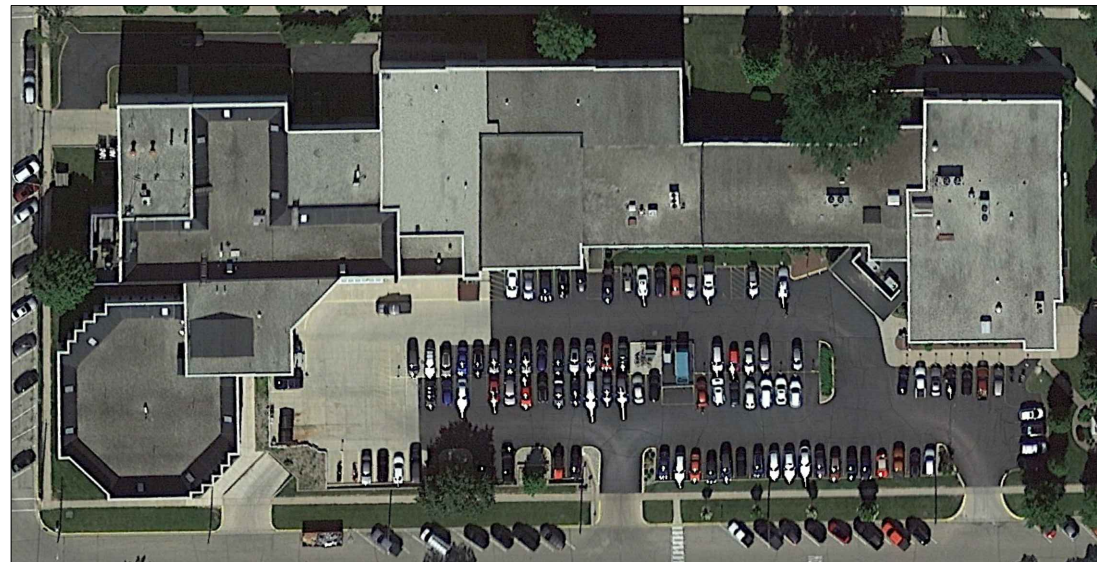
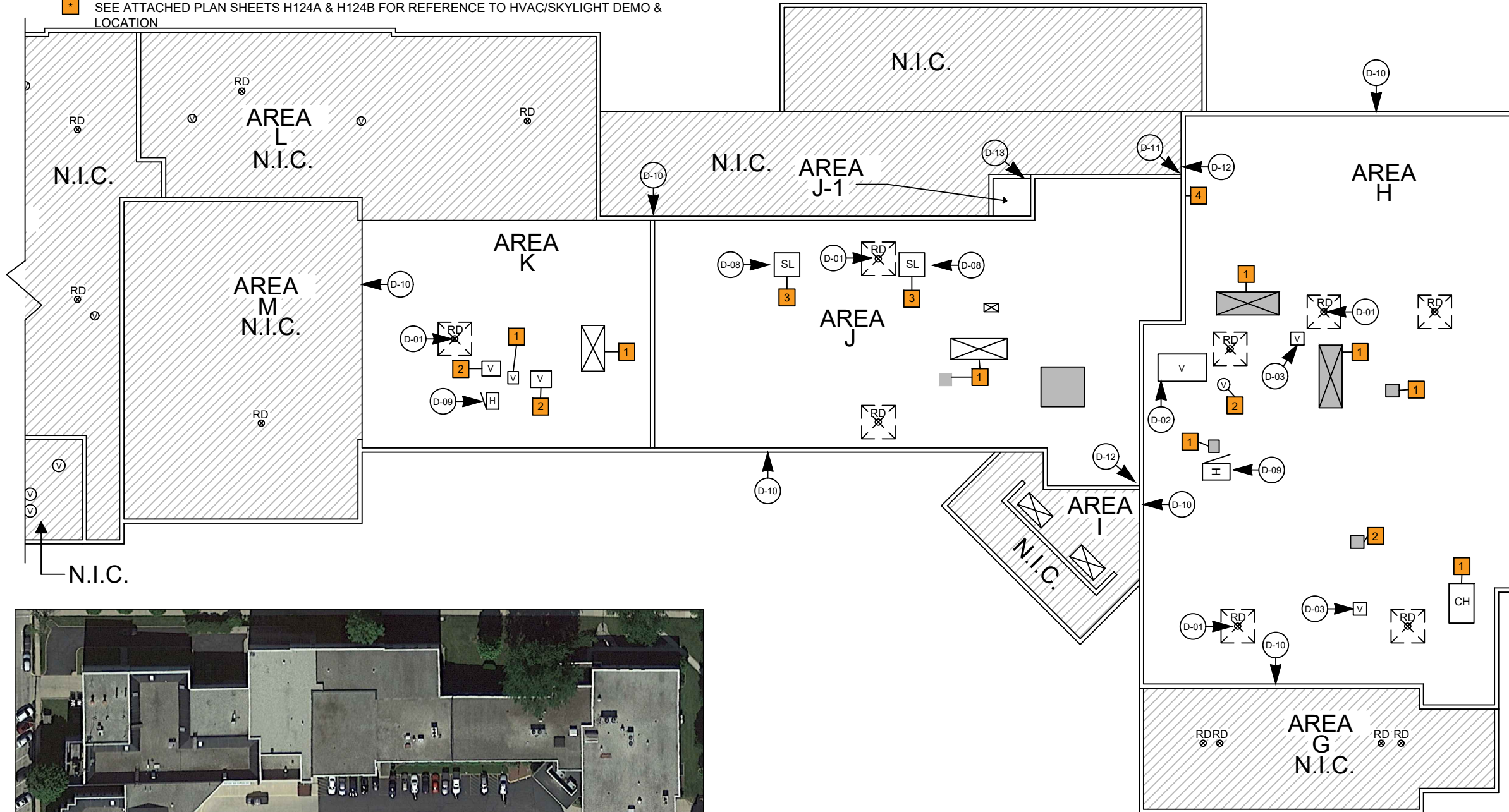
- PENETRATIONS:**
- ABANDONED
  - ANTENNA
  - CHIMNEY
  - DUCT
  - FLUE
  - HATCH
  - LADDER
  - PIPE CHASE
  - PIPE PORTAL
  - ROOF TOP UNIT
  - RTU ON RAILS
  - SAT. DISH
  - SKYLIGHT
  - SMOKE HATCH
  - SOIL STACK
  - VENT
  - ROOF PENETRATION
  - WALKWAY
- DRAINAGE:**
- DRAIN
  - OVERFLOW
  - DRAIN SUMP
  - DOWN SPOUT
  - SCUPPER
  - OVERFLOW SCUPPER
  - COLLECTOR BOX
  - WALL DRAIN
- LINE WORK:**
- EXP. JOINT
  - MECH. SCREEN
  - ROOF DIVIDER
  - WALL EXP.
- NOTES:**
- ANOMALY
  - TEST LOCATION
  - SLOPE
  - PHOTO NUM.
  - DETAIL NUM.

## CONSTRUCTION NOTES

1. REMOVE EXISTING PENETRATIONS AND INFILL OPENING
2. REMOVE EXISTING EQUIPMENT AND REUSE OPENING
3. CUT OPEN DECK FOR SKYLIGHT OPENINGS
4. DEMO EXISTING FLAGPOLE LIGHT
5. SALVAGE EXISTING ROOF TOP WATER ACCESS
6. INSTALL NEW 1/2" CDX PLYWOOD & FULLY ADHERE WALL FLASHING ALONG ALL PARPET WALLS
7. 8 x 8 DRAIN SUMPS AT ALL DRAIN LOCATIONS
- \* SEE ATTACHED PLAN SHEETS H124A & H124B FOR REFERENCE TO HVAC/SKYLIGHT DEMO & LOCATION

## GENERAL ROOF NOTES:

1. CONTRACTOR TO VERIFY ALL ROOF DIMENSIONS, NUMBER, AND SIZE OF PENETRATIONS.
2. ALL EXISTING ROOF TOP EQUIPMENT, MECHANICAL UNITS, AND OTHER PENETRATIONS TO BE RAISED TO ACHIEVE A MIN. OF 8" FLASHING HEIGHT UNLESS OTHERWISE NOTED.
3. CONTRACTOR TO LOCATE AND IDENTIFY ALL CONDUIT AND EQUIPMENT BELOW ROOF DECK BEFORE ANY CUTTING AND OR DRILLING.
4. CURB / PENETRATIONS 24" OR GREATER ARE TO RECEIVE SADDLES ON THE UP SLOPE SIDE TO HELP FACILITATE DRAINAGE.



AERIAL IMAGE

N.T.S.



**Interstate Roof Systems Consultants, Inc.**  
 Wisconsin<sup>(INC)</sup>, Illinois, & Colorado  
 www.irscinc.com

ISSUED DATES:	DESCRIPTION	DATE	DRAFTER
7502.PMSQ23 RP	7502.PMSQ23 RP	06/08/23	LJW
7408.V23 RP	7408.V23 RP	04/26/23	LJW
7408.V23 FD	7408.V23 FD	04/12/23	TRR

**PROJECT INFO:**  
**MAAS BROTHERS**  
 JEFFERSON COUNTY COURTHOUSE  
 311 S. CENTER AVENUE  
 JEFFERSON WI 53549

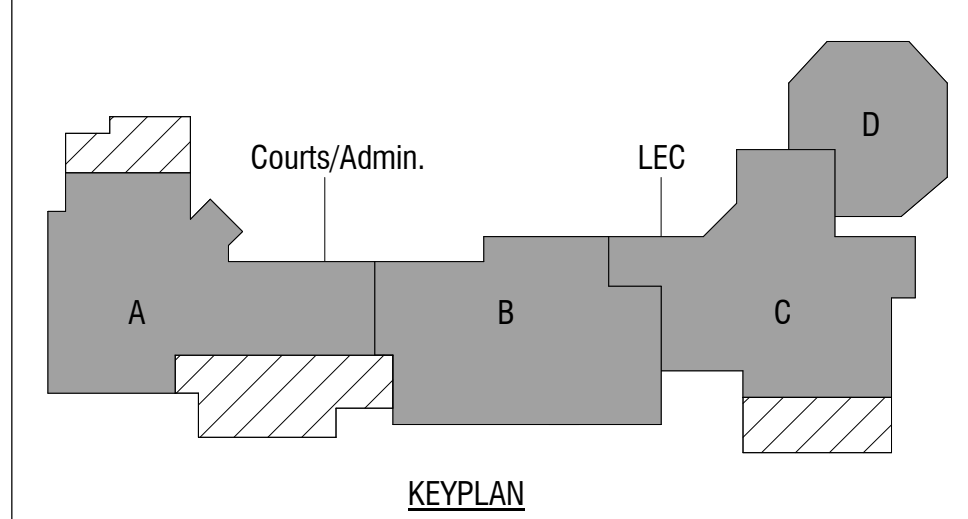
IRSC #:  
 7502.PMSQ23

TITLE:  
**ROOF PLAN**

SCALE:  
 N.T.S.

SHEET #:  
 RP-1

KEYED NOTES

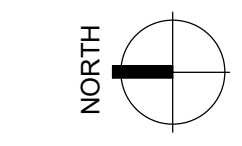


Jefferson County  
Courthouse and Sheriff's Building  
Renovation & Additions  
311 S Center Ave  
Jefferson, WI 53549

2020.01.00

DATE	ISSUANCE/REVISIONS
07/22/2022	BID DOCUMENTS
08/14/2022	ADDENDUM #01
08/08/2022	PERMIT SET
08/18/2022	CONSTRUCTION DOCUMENTS
10/28/2022	CONSTRUCTION BULLETIN #05
12/29/2022	CONSTRUCTION BULLETIN #10

NEW WORK KEY	
(Solid line)	EXISTING
(Dashed line)	NEW / REVISED
(Light gray fill)	EXISTING EQUIPMENT
(Dark gray fill)	NEW / REVISED EQUIPMENT

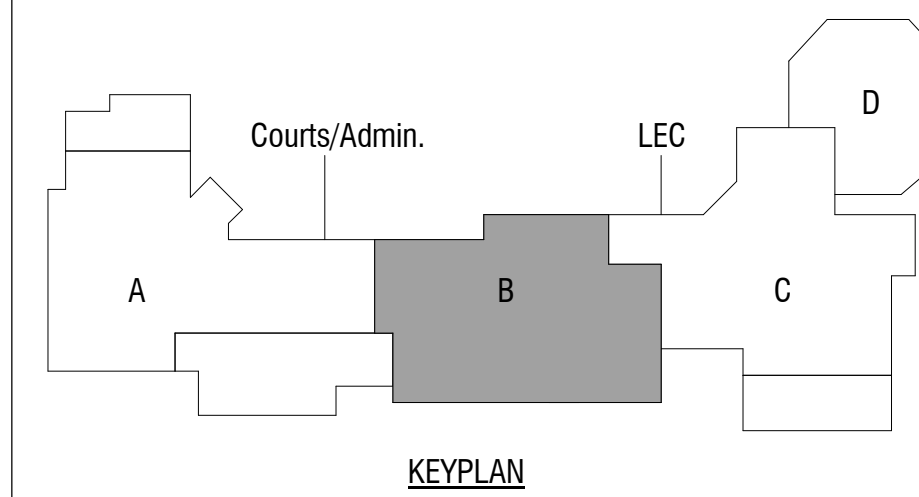


**1** ROOF LEVEL HVAC PLAN - AREA A  
1/8" = 1'-0"

**ROOF LEVEL HVAC  
PLAN - AREA A**

**H124A**

12/15/2022 1:34:22 PM



**Jefferson County  
Courthouse and Sheriff's Building  
Renovation & Additions**  
311 S Center Ave  
Jefferson, WI 53549

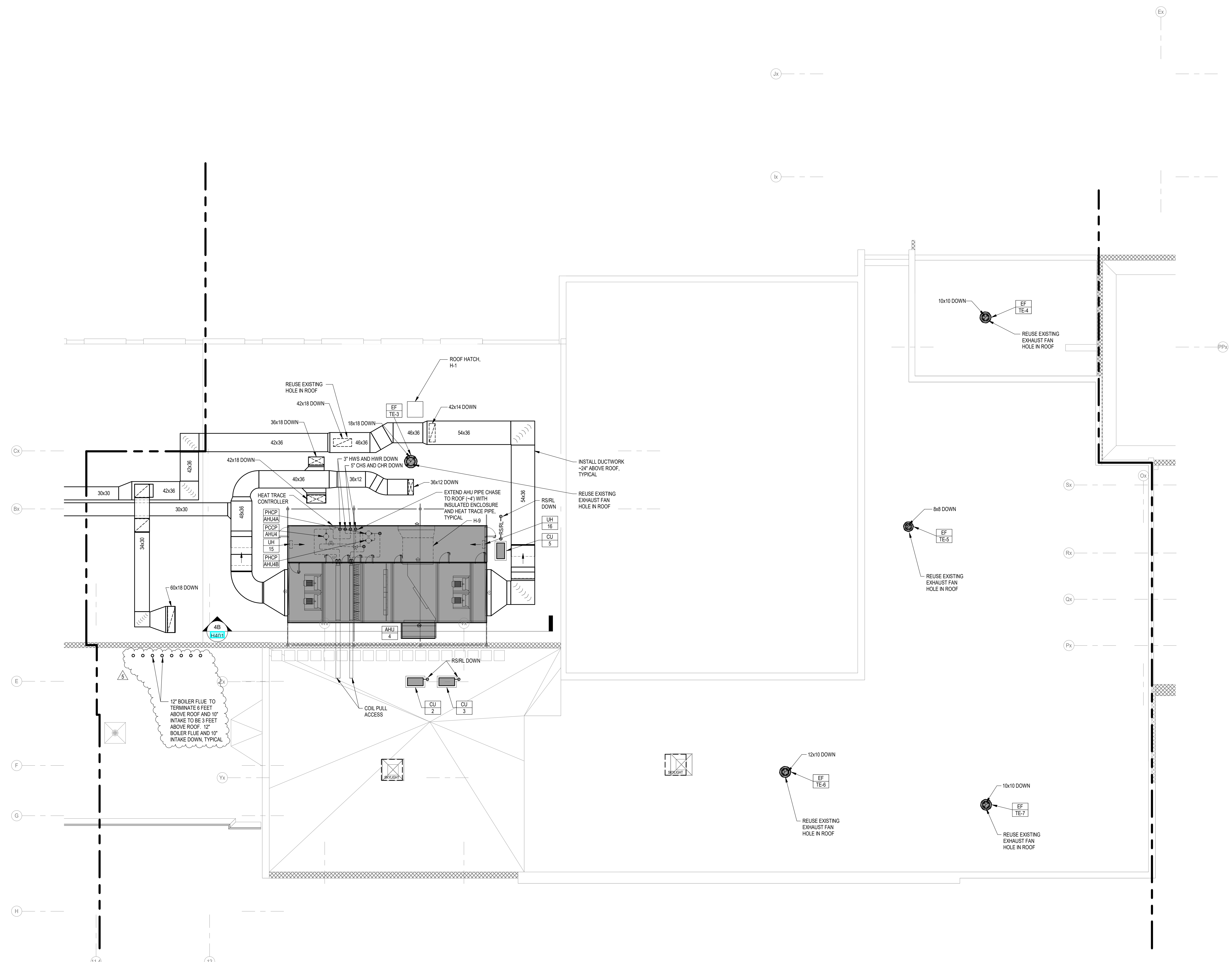
2020.01.00

DATE	ISSUANCE/REVISIONS	BY
07/22/2022	BID DOCUMENTS	
08/14/2022	ADDENDUM #01	A
08/08/2022	PERMIT SET	
08/16/2022	CONSTRUCTION DOCUMENTS	
09/12/2022	CONSTRUCTION BULLETIN #02	2
10/28/2022	CONSTRUCTION BULLETIN #05	5


## ROOF LEVEL HVAC PLAN - AREA B

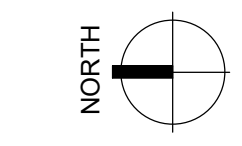
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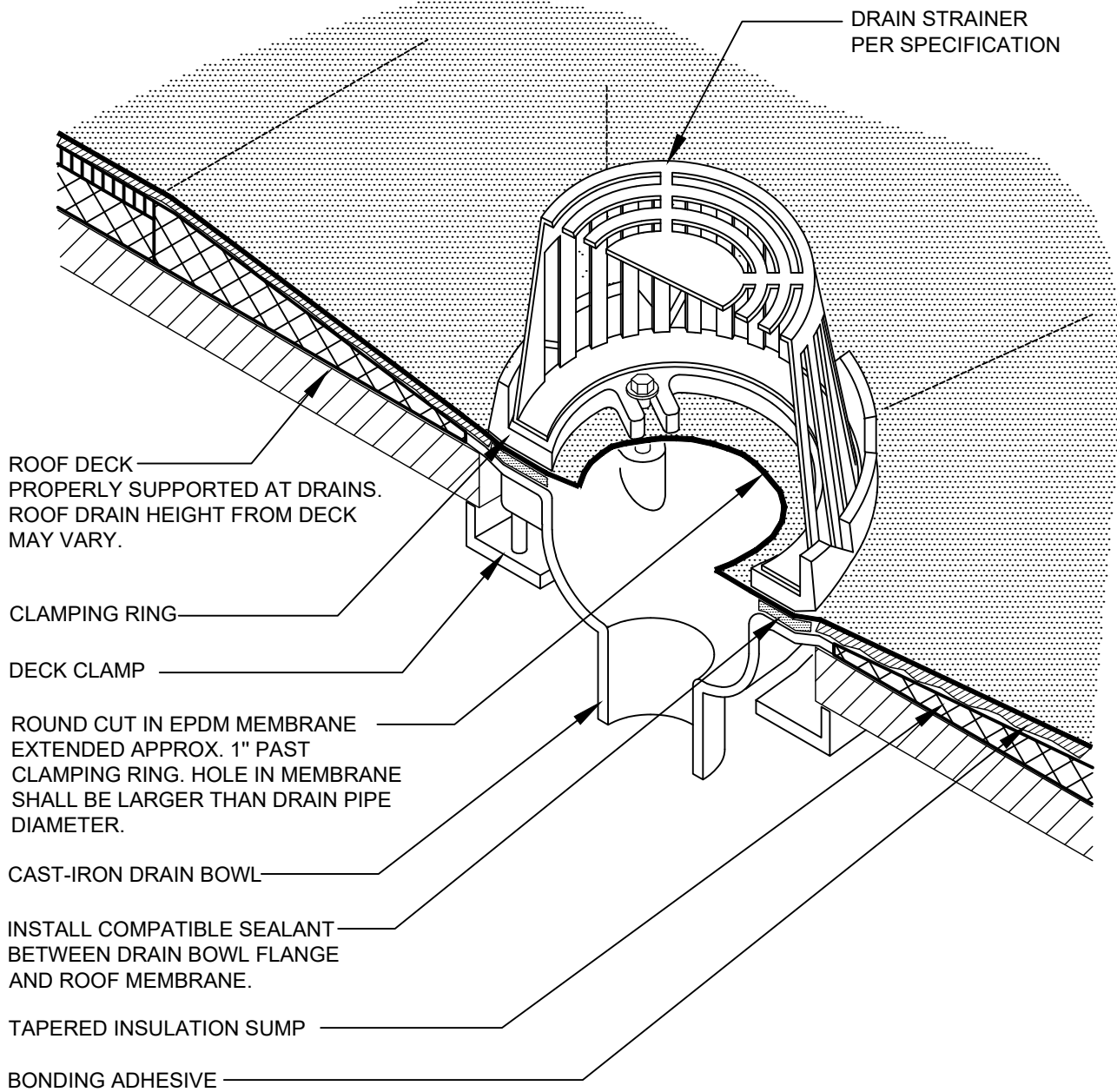
**KEYED NOTES**  
H-9  
MECHANICAL CONTRACTOR TO  
INSTALL 78x24 RELIEF AIR DUCT  
FROM TOP RELIEF AIR DAMPER  
SECTION TO TOP RELIEF LOUVER  
SECTION. THE REMAINING BOTTOM  
2/3 OF RELIEF DAMPER AND RELIEF  
LOUVER SECTIONS ARE NOT TO BE  
DUCTED.



**NEW WORK KEY**

- EXISTING
- NEW / REVISED
- EXISTING EQUIPMENT
- NEW / REVISED EQUIPMENT





PROJECT: JEFFERSON COUNTY COURTHOUSE  
JEFFERSON, WI

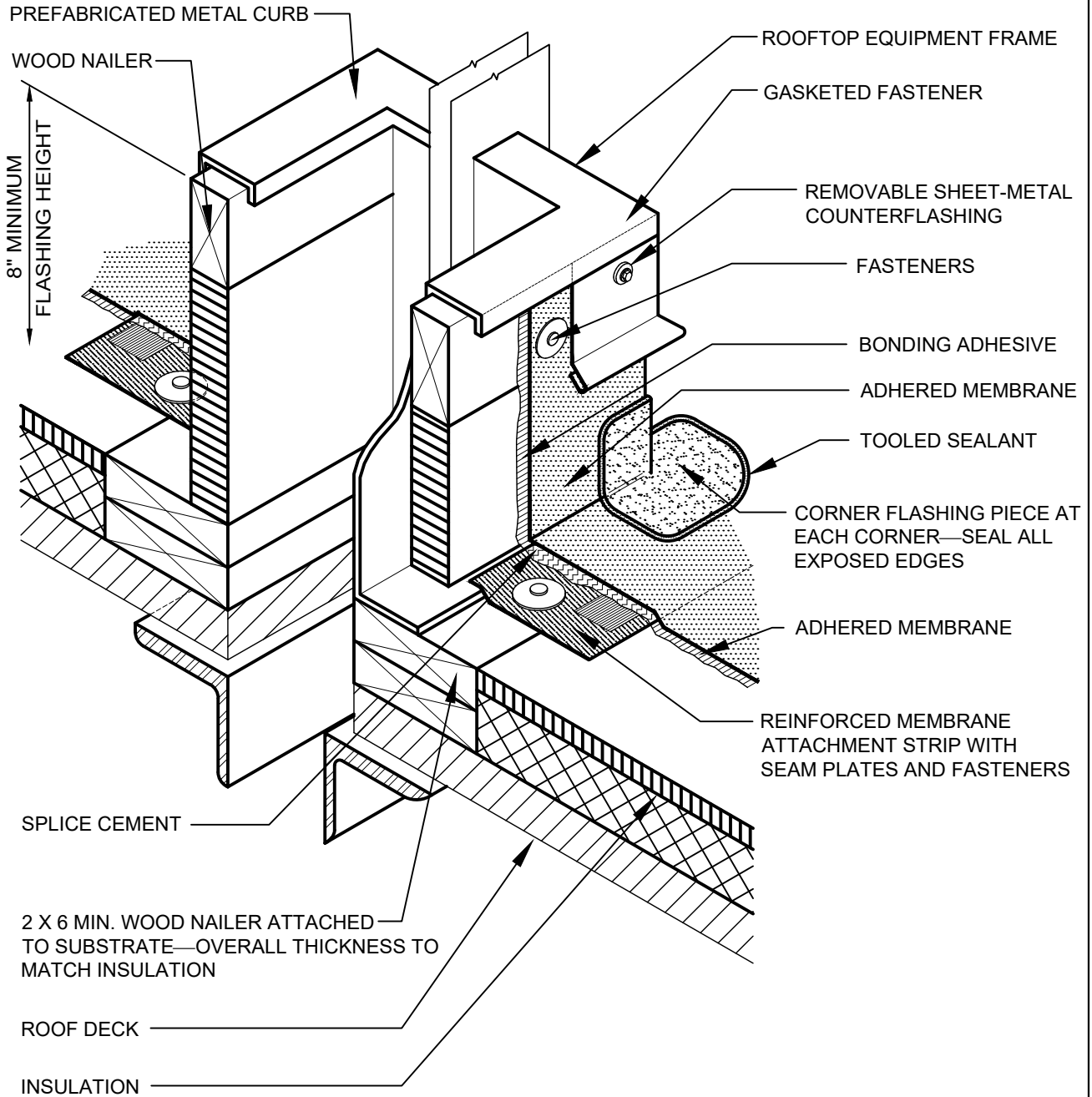
TITLE: ROOF DRAIN DETAIL  
(ADHERED SYSTEM)

PROJECT NO:  
7502.PMSQ23

DATE:  
06/2023

SCALE:  
N.T.S.

DRAWING:  
D-01



PROJECT: JEFFERSON COUNTY COURTHOUSE  
JEFFERSON, WI

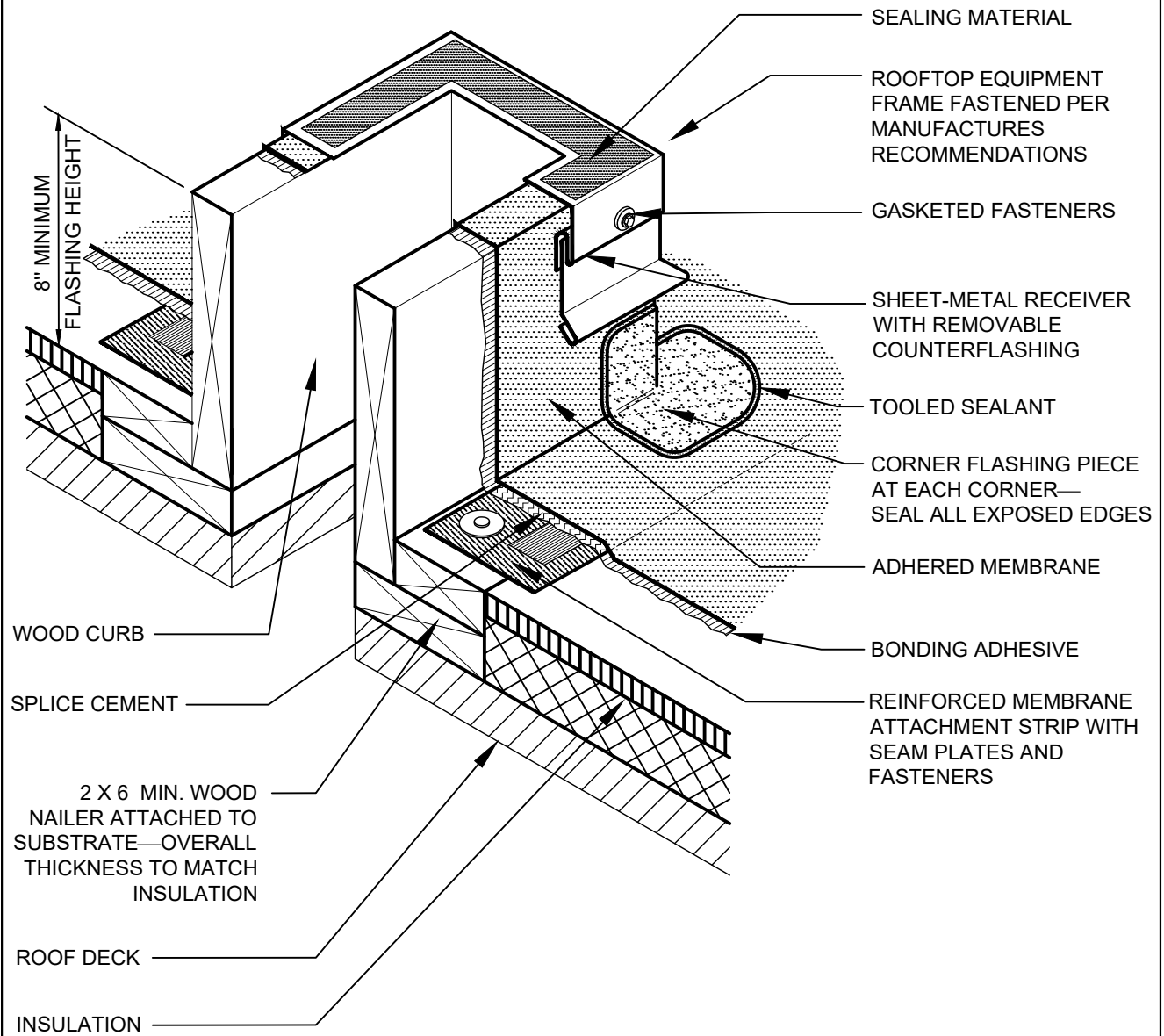
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CURB DETAIL

PROJECT NO:  
7502.PMSQ23

DATE:  
06/2023

SCALE:  
N.T.S.

DRAWING:  
D-02



PROJECT: JEFFERSON COUNTY COURTHOUSE  
JEFFERSON, WI

TITLE: REMOVABLE CURB DETAIL

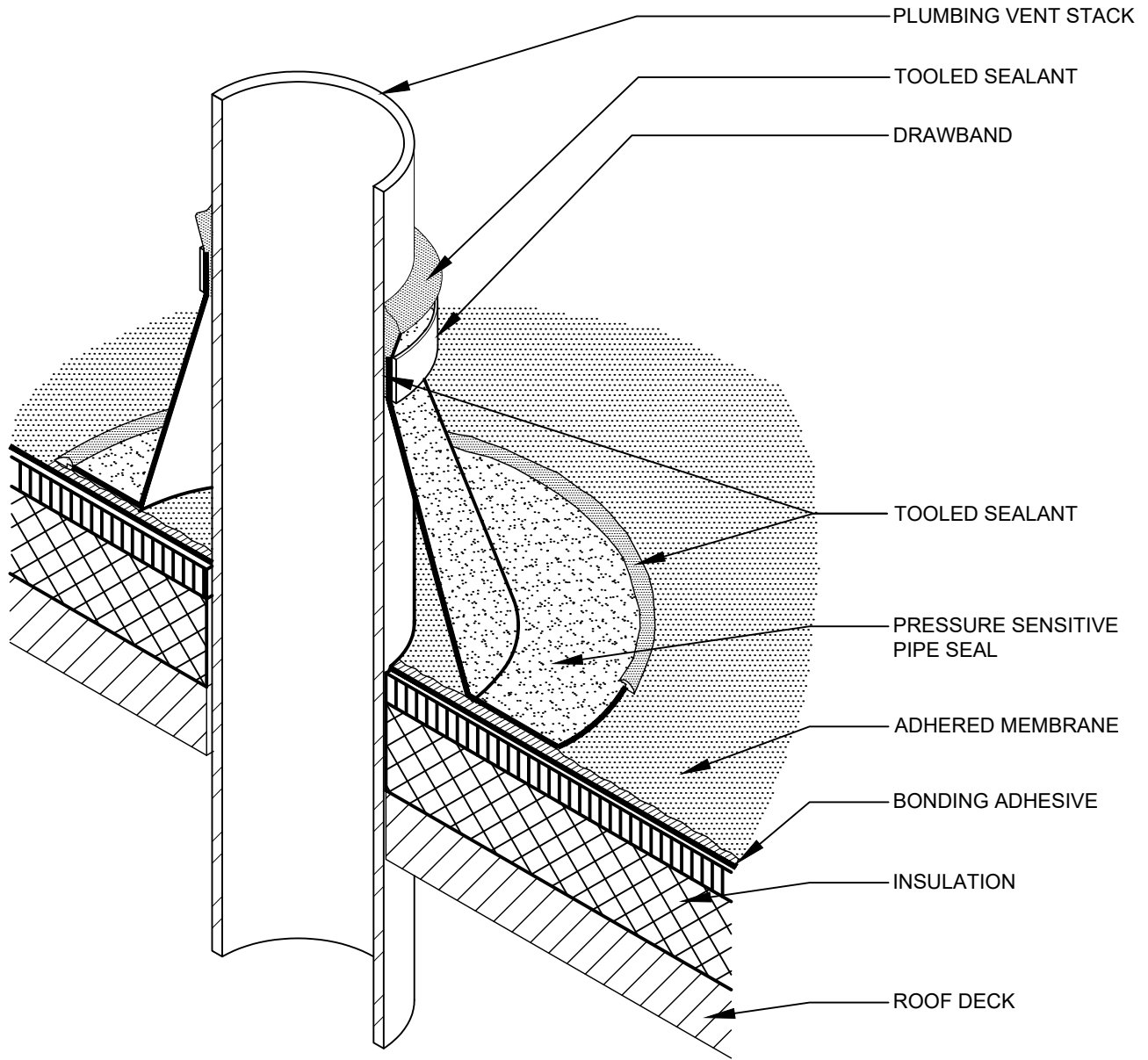
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7502.PMSQ23

DATE:  
06/2023

SCALE:  
N.T.S.

DRAWING:  
D-03





PROJECT: JEFFERSON COUNTY COURTHOUSE  
JEFFERSON, WI

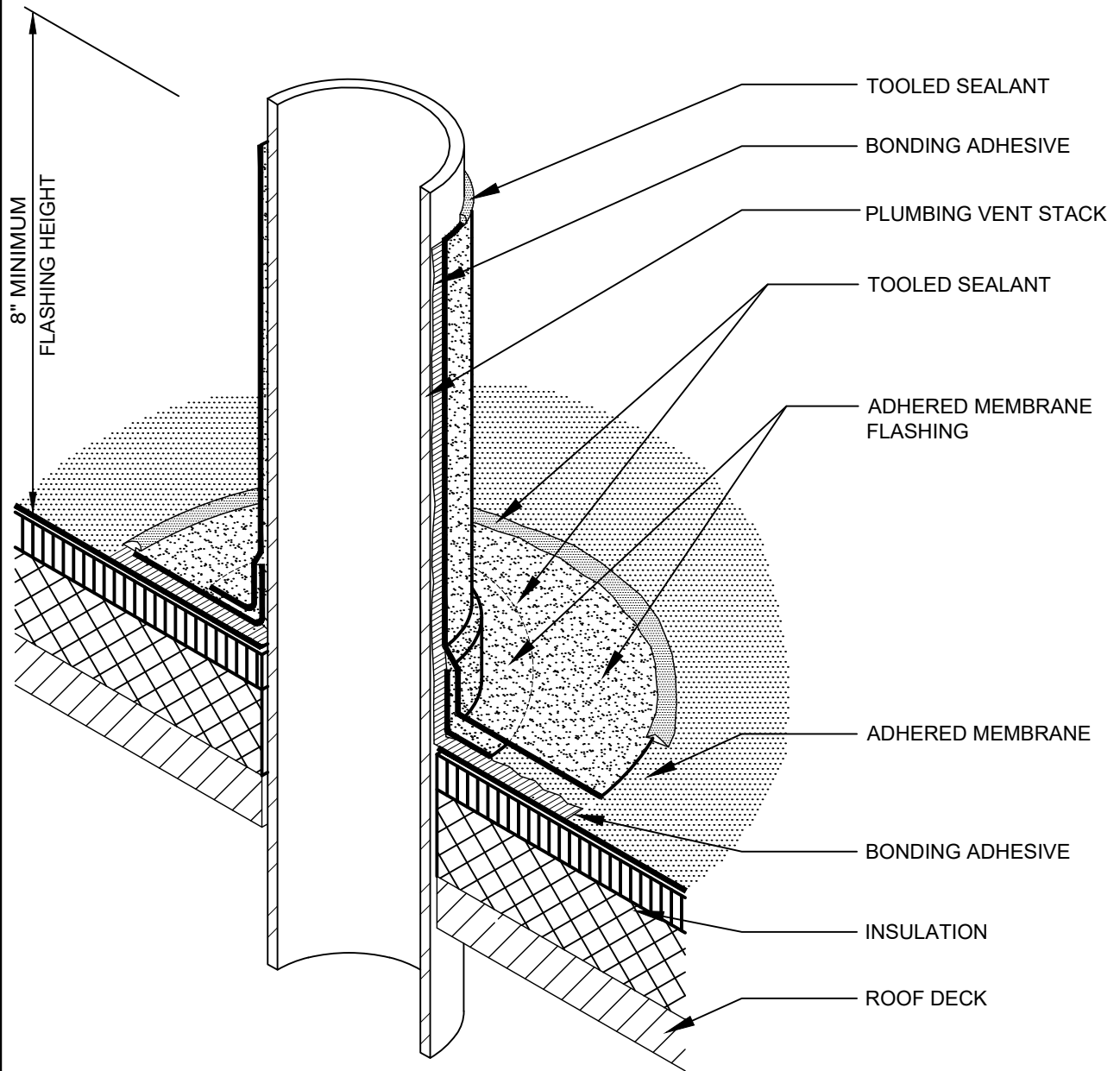
TITLE: PLUMBING VENT  
PREMANUFACTURED BOOT DETAIL

PROJECT NO:  
7502.PMSQ23

DATE:  
06/2023

SCALE:  
N.T.S.

DRAWING:  
D-04



PROJECT: JEFFERSON COUNTY COURTHOUSE  
JEFFERSON, WI

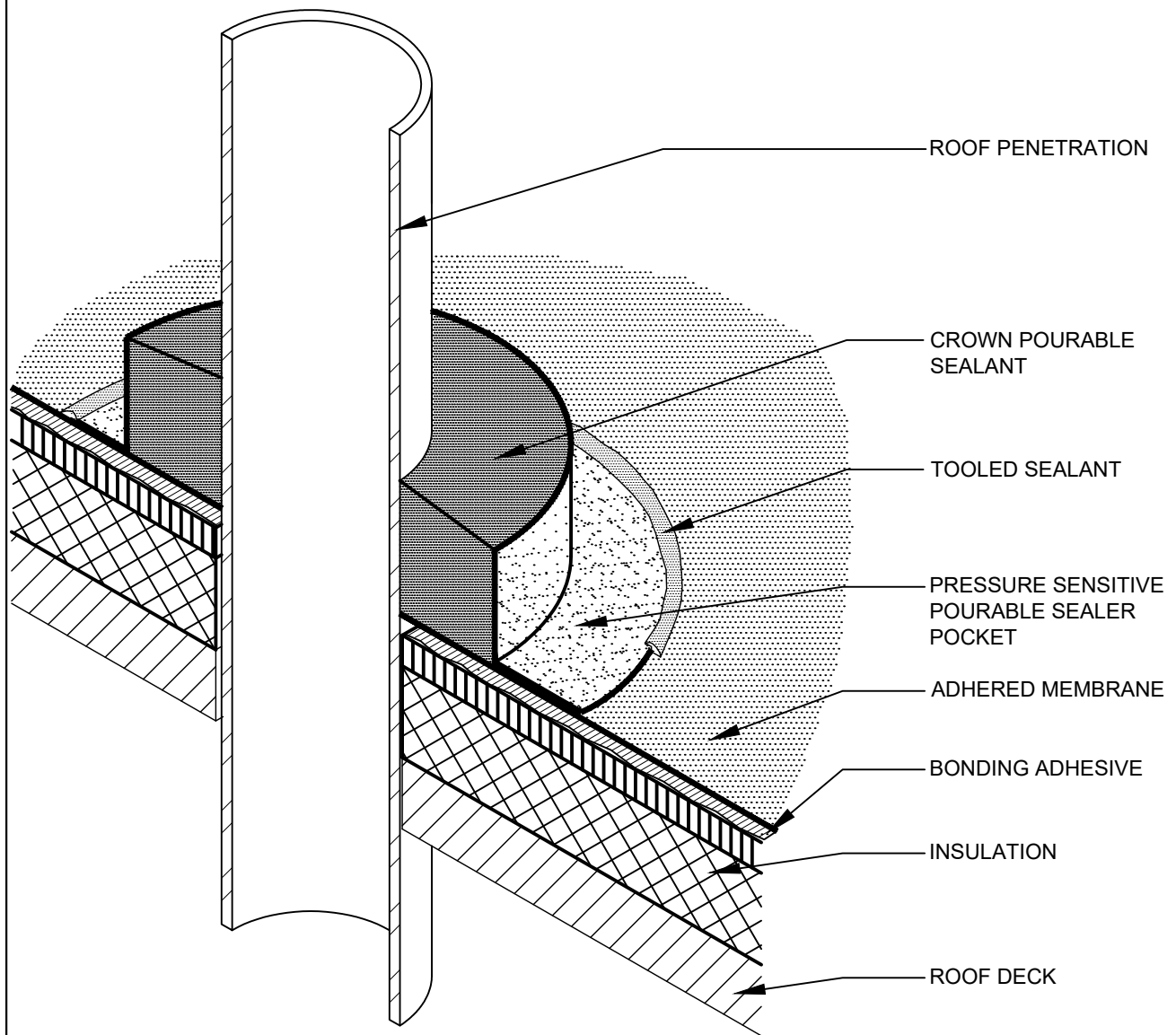
TITLE: PLUMBING VENT  
FIELD WRAP DETAIL

PROJECT NO:  
7502.PMSQ23

DATE:  
06/2023

SCALE:  
N.T.S.

DRAWING:  
D-05



PROJECT: JEFFERSON COUNTY COURTHOUSE  
JEFFERSON, WI

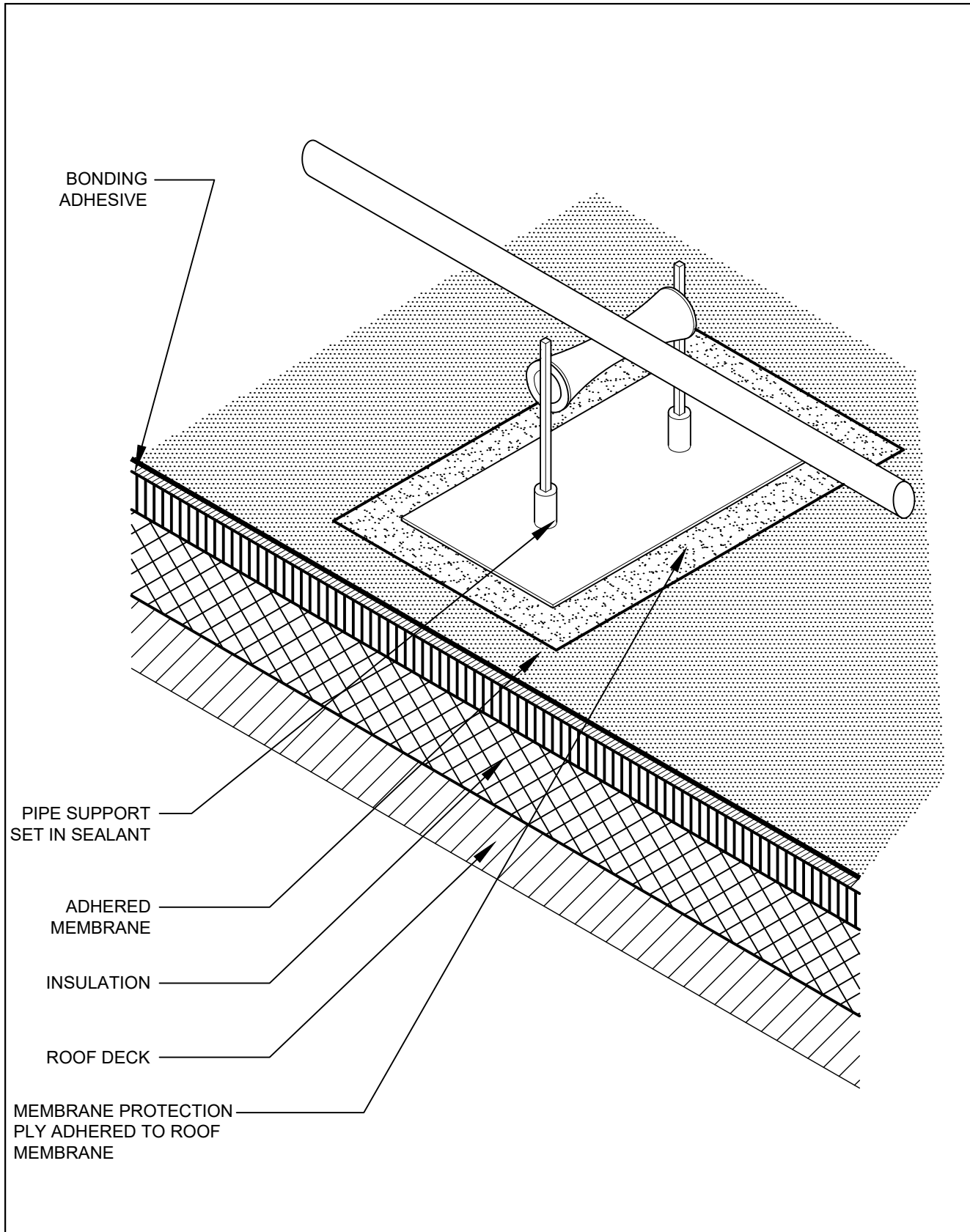
TITLE: PRESSURE SENSITIVE  
POURABLE SEALER DETAIL


PROJECT NO:  
7502.PMSQ23

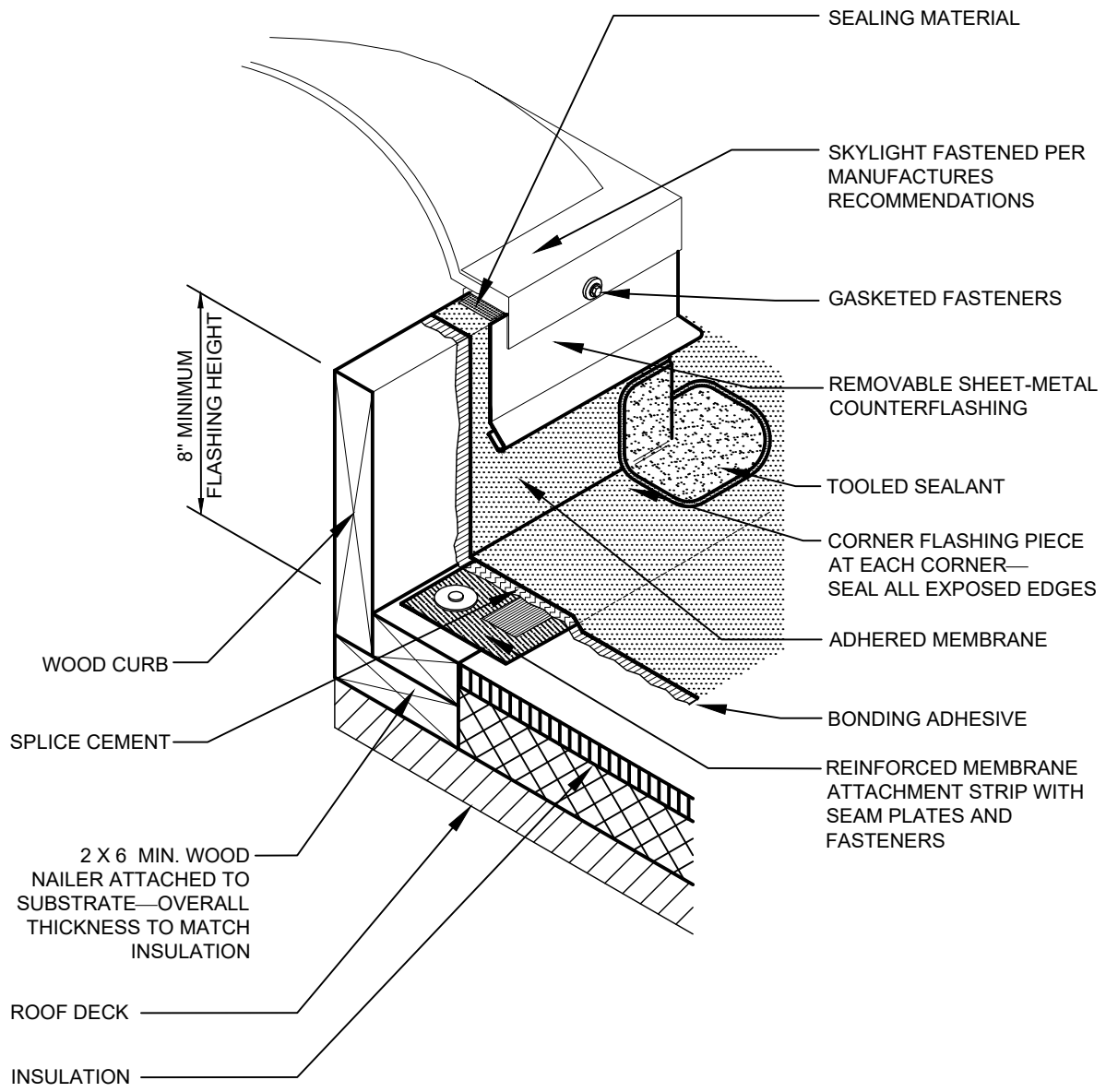
DATE:  
06/2023

SCALE:  
N.T.S.

DRAWING:  
D-06



	PROJECT: JEFFERSON COUNTY COURTHOUSE JEFFERSON, WI		TITLE: PIPE SUPPORT DETAIL	
	PROJECT NO: 7502.PMSQ23	DATE: 06/2023	SCALE: N.T.S.	DRAWING: D-07



PROJECT: JEFFERSON COUNTY COURTHOUSE  
JEFFERSON, WI

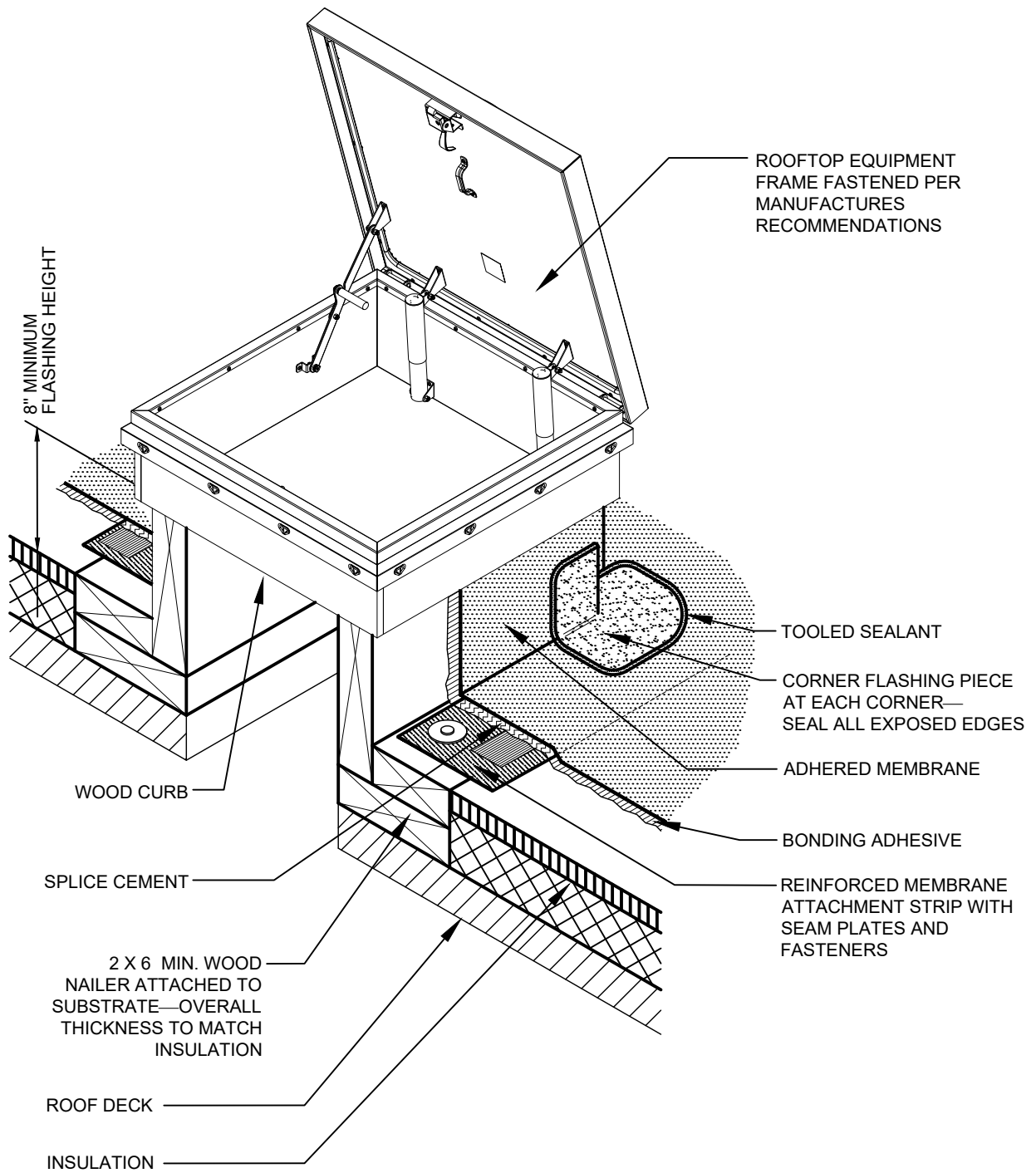
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PROJECT NO:  
7502.PMSQ23

DATE:  
06/2023

SCALE:  
N.T.S.

DRAWING:  
D-08



PROJECT: JEFFERSON COUNTY COURTHOUSE  
JEFFERSON, WI

TITLE: HATCH DETAIL

PROJECT NO:  
7502.PMSQ23

DATE:  
06/2023

SCALE:  
N.T.S.

DRAWING:  
D-09

FASTENERS

ADHERED MEMBRANE  
EXTENDED 1" BELOW  
NAILER AND SECURED

SLOPE

SHEET-METAL COPING

GASKETED FASTENER

WOOD NAILER ATTACHED  
TO SUBSTRATE

BONDING ADHESIVE

ADHERED MEMBRANE

8" MINIMUM  
FLASHING HEIGHT

SPLICE CEMENT

REINFORCED MEMBRANE  
ATTACHMENT STRIP WITH  
SEAM PLATES AND  
FASTENERS

INSULATION

ROOF DECK



PROJECT: JEFFERSON COUNTY COURTHOUSE  
JEFFERSON, WI

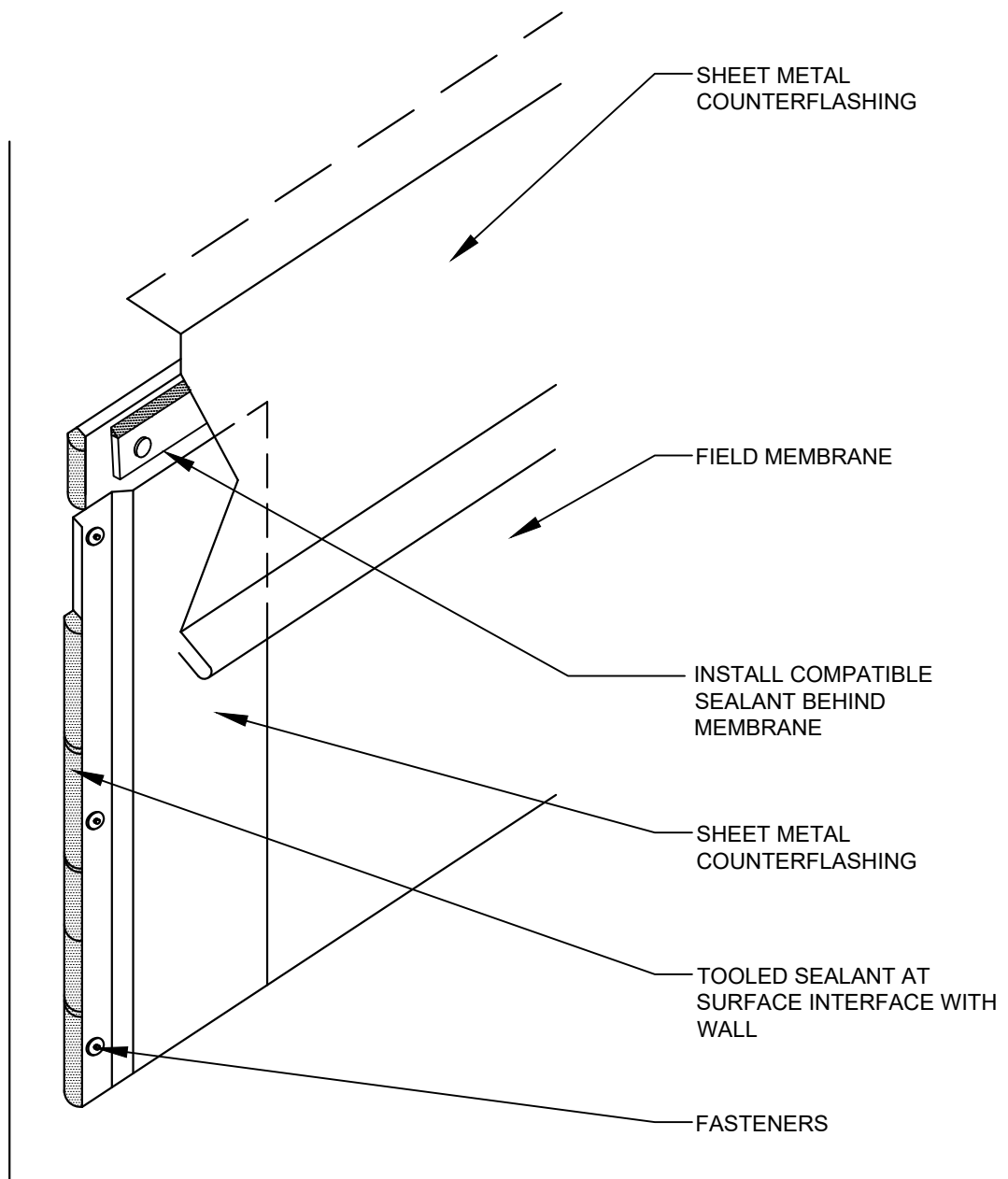
TITLE: PARAPET WALL WITH  
METAL COPING DETAIL

PROJECT NO:  
7502.PMSQ23

DATE:  
06/2023

SCALE:  
N.T.S.

DRAWING:  
D-10



PROJECT: JEFFERSON COUNTY COURTHOUSE  
JEFFERSON, WI

TITLE: FLASHING TERMINATION DETAIL

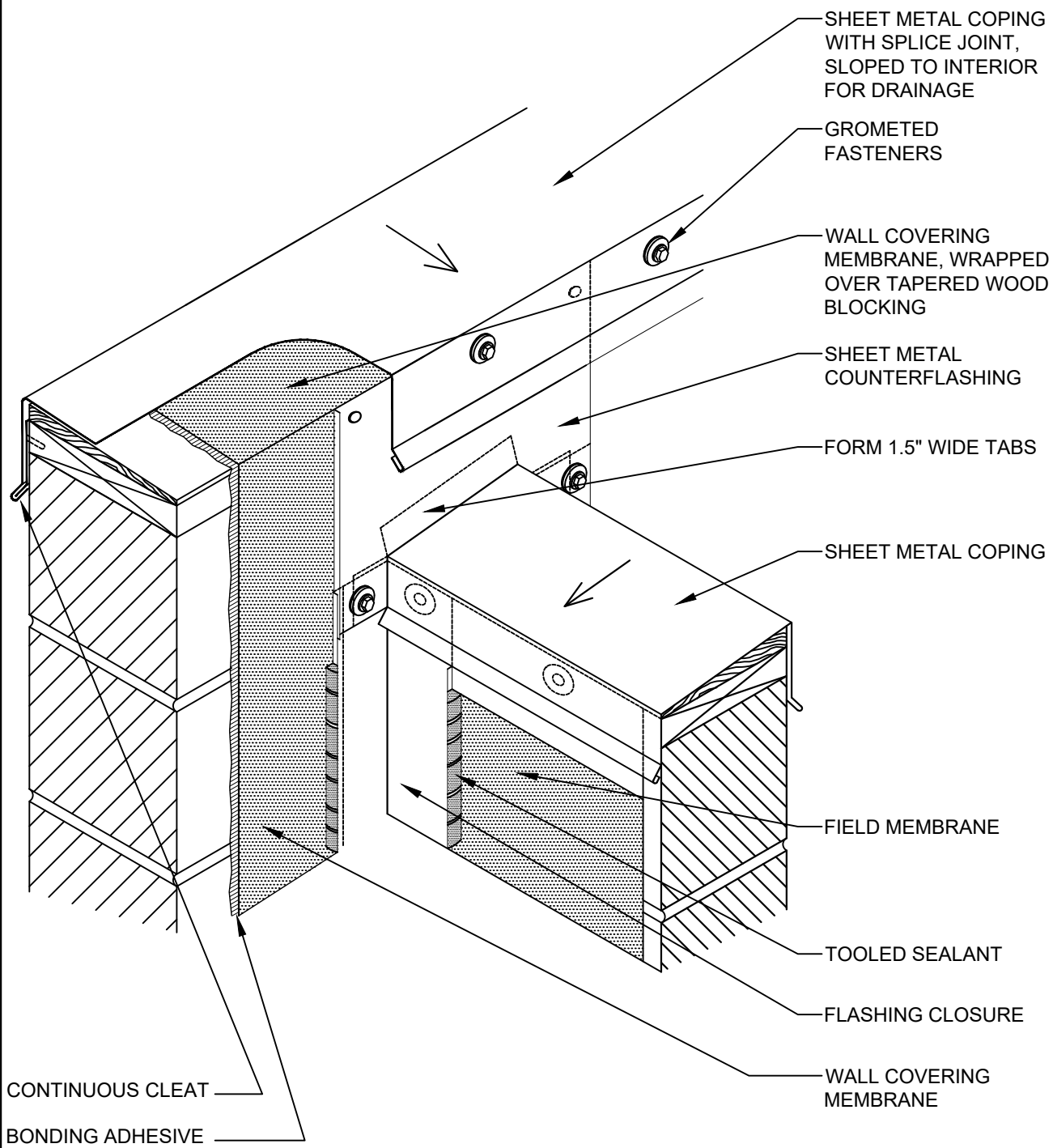
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DATE:  
06/2023

SCALE:  
N.T.S.

DRAWING:  
D-11





PROJECT: JEFFERSON COUNTY COURTHOUSE  
JEFFERSON, WI

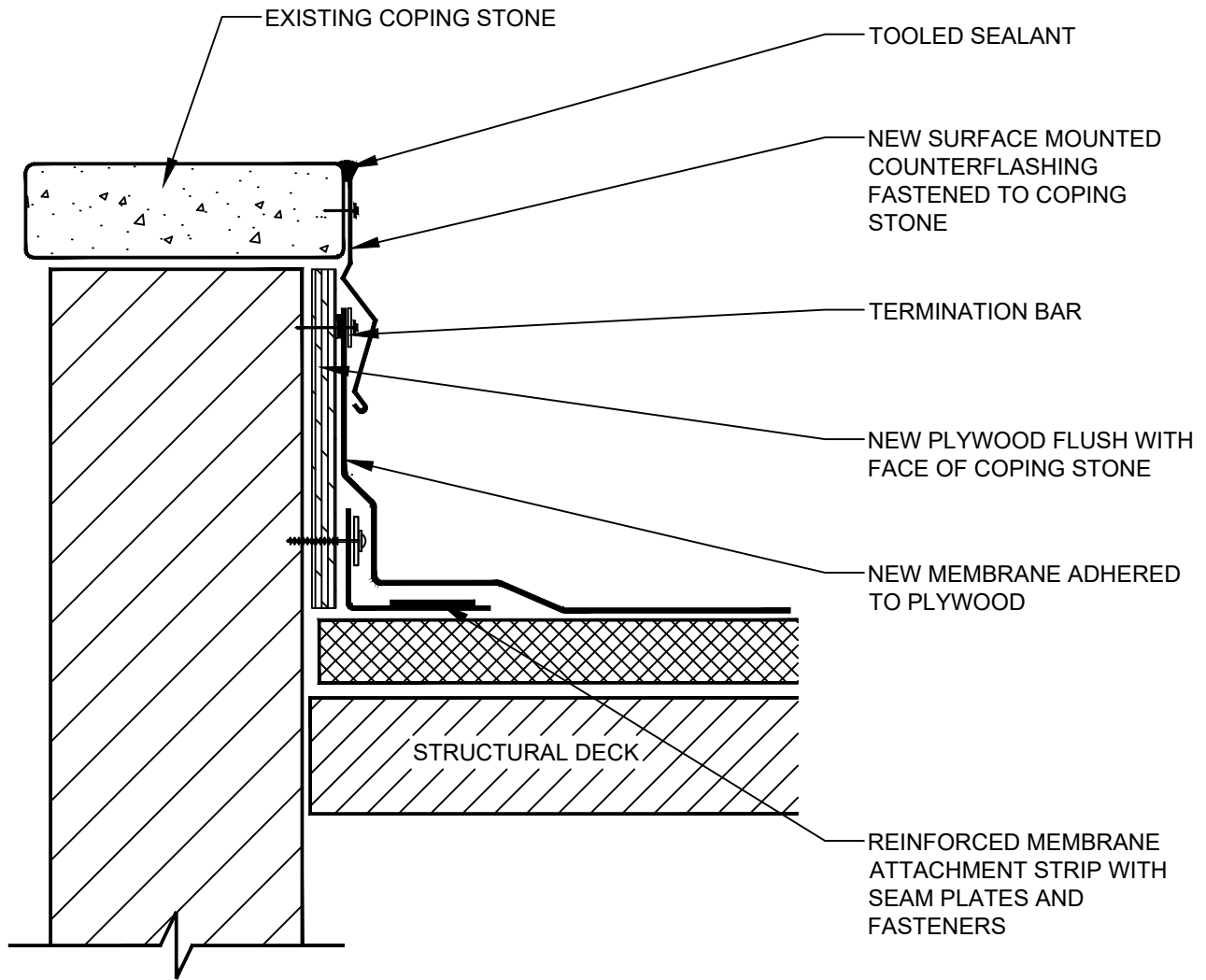
TITLE: COPING WALL  
TERMINATION DETAIL

PROJECT NO:  
7502.PMSQ23

DATE:  
06/2023

SCALE:  
N.T.S.

DRAWING:  
D-12



PROJECT: JEFFERSON COUNTY COURTHOUSE  
JEFFERSON, WI

TITLE: EXISTING COPING STONE DETAIL

PROJECT NO:  
7502.PMSQ23

DATE:  
06/2023

SCALE:  
N.T.S.

DRAWING:  
D-13