



**PROJECT MANUAL**

**FOR**

**HARMON RECREATION CENTER**  
**(RE-ROOFING)**  
1611 Belfast Street  
Mobile, Alabama 36605

**Project # PR-057-23**

**August 11, 2025**

**City of Mobile**  
**Architectural Engineering Department**  
205 Government Plaza  
P.O. Box 1827  
Mobile, Alabama 36633-1827

**In Association With**  
**Roof Asset Management, Inc.**

**Bid Date: September 3, 2025**

**Set Number: \_\_\_\_\_**

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**SECTION 00200**  
**INSTRUCTIONS TO BIDDERS**

**PART 1 GENERAL**

- A. This section includes the INSTRUCTIONS TO BIDDERS, AIA Document A701-1997 to be utilized with the Owner's most recent modifications and which shall be used in conjunction with the entire Bid Documents and Section 00300 SUPPLEMENTARY INSTRUCTIONS TO BIDDERS for this project.



SECTION 00100  
INVITATION TO BID

You are invited to submit a sealed bid for construction of the following facility:

PROJECT NAME: Harmon Recreation Center (Re-roofing)  
PROJECT LOCATION: 1611 Belfast Street, Mobile, Alabama 36605  
PROJECT NUMBER: PR-057-23

1 BID DATE:

- A. Sealed Bids will be received and clocked in until 2:15 PM local time, Wednesday, the 3rd day of September 2025. Bidders shall insert sealed Bids into a receptacle, marked "City of Mobile Bids", located in the elevator lobby outside the office of the City Clerk Office, 9th Floor South Tower, Government Plaza, 205 Government Street, Mobile, Alabama 36602.
- B. All Bids not clocked in at the City Clerk's Office prior to the time specified, or Bids received after the specified time, will be automatically rejected and returned immediately, unopened.
- C. Bids will be publicly opened and read at 2:30 PM local time, in the Atrium Lobby of Government Plaza.

2 SPECIFICATIONS AND DRAWINGS:

- A. Specifications and Drawings are on file and may be examined and obtained from the following location: <https://www.cityofmobile.org/bids/>
- B. Bidders shall use complete sets of Bid Documents in preparing their bid. Neither the Owner nor Architect/Engineer assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.
- C. **Addenda will be issued via e-mail to all Pre-Bid Conference attendees.**
- D. **This is a tax exempt project and shall be certified by the requirements of the Alabama Department of Revenue. Bidders shall NOT include sales and use taxes with their bid amounts. Bidders shall complete the Sales Tax Form C-3A and include it as an attachment to their Bid Form (see Section 00400).**
- E. Product Substitutions must be pre-approved before the bid (see Section 01400 for requirements).

3 BID SURETY: Required on Bids \$10,000.00 or more

- A. A Cashier's Check drawn on a bank registered to do business in the State of Alabama and which is a member of the Federal Deposit Insurance Corporation, or a Bid Bond payable to Owner, City of Mobile, in the amount of 5% of the Base Bid, but in no event more than \$10,000.00 is required to accompany Bid.
- B. Bid Bond must be issued by a Surety licensed to do business in the State of Alabama. Bidder shall require the attorney in fact who executes the required bonds on behalf of the surety to affix to the bond a certified and current copy of the power of attorney.

- C. No Bid may be modified, withdrawn, or canceled for a period of sixty (60) days after the time designated above for receipt of bids.
- D. The City of Mobile will have sixty (60) days from the bid opening date to award contract.

4 SURETY QUALIFICATIONS:

- A. A Surety authorized to do business in the State of Alabama must issue Bonds.
- B. If the Base Bid is \$50,000 or more, the Surety must have a minimum rating of A/Class VI as reported by the latest issue of Best Key Rating Guide Property-Casualty published by Alfred M. Best Company, Inc.

5 IRREGULARITIES AND REJECTION:

- A. The City of Mobile reserves the right to waive irregularities in the Bid and in Bidding, and to reject any or all Bids.

6 BIDDER QUALIFICATIONS:

- A. Bids for Work costing \$50,000 or more must be licensed pursuant to current Alabama law and of classifications compliant with the State of Alabama Licensing Board for General Contractors. Note that if the contract amount is \$10,000 or greater, both a Performance Bond and a Labor and Material Payment Bond shall be required. **Before Bidding, Contractor shall verify their license classification of their General Contractors license with the State of Alabama Licensing Board for General Contractors to verify classification is acceptable to perform 51% of the Scope of Work.**
- B. In case of a joint venture of two or more Contractors, the amount for the bid shall be within the maximum bid limitations as set by the State of Alabama Licensing Board for General Contractors of at least one of the partners to the joint venture.

7 NON-RESIDENT CONTRACTORS:

- A. Except for contracts funded in whole or part with funds received from a federal agency, preference shall be given to resident Contractors on the same basis as the nonresident Contractor's state awards contracts to Alabama Contractors bidding in similar circumstances.
- B. Nonresident Bidders shall, prior to submitting a bid, be registered with the Alabama Secretary of State and the Alabama Department of Revenue. Provide the Secretary of State Business "Entity ID Number" on the Bid Form in the space provided.

8 PRE-BID CONFERENCE:

- A. A mandatory Pre-Bid Conference shall be held on August 19, 2025, **at the Harmon Recreation Center, 1611 Belfast Street, Mobile, Alabama 36605**, at 10:00 AM local time. The conference will include a walkthrough of the site location. Bidders are required to participate in the Pre-Bid Conference, visit the site prior to submitting a Bid and include all costs associated with the project in their Bids.
- B. Minutes of this conference will be made as an Addendum for the project.

9 BID SUBMITTAL:

- A. Bids must be submitted on copies of the Bid Forms furnished in the bidding documents.

- B. Bid, with Bid Security, Sales Tax Form C-3A, City of Mobile Subcontracting and Major Supplier Plan and other supporting data specified, shall be contained in a sealed, opaque envelope, approximately 9x12 inches or larger and be marked on the outside with the words "**SEALED BID FOR HARMON RECREATION CENTER (RE-ROOFING) - PROJECT NUMBER: PR-057-23**".
- C. The Bid envelope shall be clearly addressed to the Owner as indicated on the Bid Form and include the bid date, the name, address and State License number and classification of the Bidder issued by the State of Alabama Licensing Board for General Contractors.
- D. All Bids of \$50,000 or more must include the bidder's State of Alabama General Contractor's License information written on the outside of the bid envelope. Any bid submitted without such license information may be rejected and returned to the bidder unopened.
- E. In addition, in large letters on both front and back of envelope, write the following: **DO NOT OPEN UNTIL TWO-THIRTY PM, SEPTEMBER 3, 2025.**
- F. For a bid to be valid it shall be delivered at designated location prior to time and date for receipt of Bids indicated in INVITATION TO BID, or prior to any extension thereof issued to Bidders. After that time no Bid will be received or withdrawn.
- G. When sent by mail, preferably delivery, express service, or registered mail, the sealed Bid, marked as indicated above, shall be enclosed in another envelope for mailing such that the exterior mailing container or envelope may be opened without revealing the contents of the Bid. It is the Contractors responsibility to assure delivery of the bid to the City Clerk's Office prior the time and date established.

10 EQUAL OPPORTUNITY:

- A. The City of Mobile, Alabama is an Equal Opportunity Employer and requires that all Contractors comply with the Equal Employment Opportunity laws and the provisions of the Bid Documents in this regard.
- B. The City of Mobile also encourages and supports the utilization of Minority Business Enterprises on these and all other publicly solicited Bids, and shall be in compliance with the City of Mobile's Minority Utilization Plan as adopted by the City Council.
- C. Contractor shall provide an appropriately completed copy of the "City of Mobile Subcontracting and Major Supplier Plan" in the envelope with their Bid Form. Form shall document DBE Subcontractors participating in the project and, should the total % of DBE participation not meet the 15% minimum, all efforts to obtain DBE Subcontractors shall be documented on or attached to the DBE Form when submitted. During construction, contractors are required to submit a "DBE Utilization Report" with every Pay Application.
- D. Contractors should contact the City of Mobile, Supplier Diversity Manager for assistance with DBE Subcontractor information and any questions regarding the DBE Compliance Forms. Contact Archnique Kidd at 251-208-7967.
- E. A Directory of DBE Vendors can be found at the following location:  
<https://workwith.cityofmobile.org/>

11 ADDITIONAL BIDDING PROCEDURES:

- A. Refer to the complete information in the Bid Documents prior to submitting a bid. Additional Bidding Procedure information is contained therein, particularly in the specification Section 00200 "Instructions to Bidders - AIA Document A701" and in the specification Section 00300 "Supplementary Instructions to Bidders".

12 STATE OF ALABAMA IMMIGRATION ACT

"The State of Alabama, under the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Alabama Code Section 31-13-1, et. Seq., requires:

- A. That the Contractor shall be enrolled in the E-Verify Program, shall participate in that Program during the performance of the contract, and shall verify the immigration status of every employee who is required to be verified, according to the applicable federal rules and regulations; and
- B. That it will attach to the contract the company's documentation of enrollment in E-Verify.
- C. The subcontractor must also enroll in the E-Verify Program prior to performing any work on the contract and shall attach to its sworn affidavit documentation establishing that the subcontractor is enrolled in the E-Verify Program.

13 PUBLIC CONTRACTS WITH ENTITIES ENGAGING IN CERTAIN BOYCOTT ACTIVITIES

- A. By signing this contract, Contractor further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

END OF SECTION 00100

# DRAFT AIA® Document A701™ – 2018

## Instructions to Bidders

for the following Project:

(Name, location, and detailed description)

«Harmon Recreation Center – Re-Roofing »  
«1611 Belfast Street »  
«Mobile, AL 36605 »  
«Project Number: PR-057-23 »

### THE OWNER:

(Name, legal status, address, and other information)

«City of Mobile »« »  
«PO Box 1827 »  
«Mobile, Alabama 36633-1827 »  
« »

### THE ENGINEER:

(Name, legal status, address, and other information)

«RAM (Roof Asset Management, Inc.)»  
«4950 Woodfield Drive »  
«Millbrook, AL 36054 »

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### 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.

FEDERAL, STATE, AND LOCAL LAWS MAY IMPOSE REQUIREMENTS ON PUBLIC PROCUREMENT CONTRACTS. CONSULT LOCAL AUTHORITIES OR AN ATTORNEY TO VERIFY REQUIREMENTS APPLICABLE TO THIS PROCUREMENT BEFORE COMPLETING THIS FORM.

It is intended that AIA Document G612™-2017, Owner's Instructions to the Architect, Parts A and B will be completed prior to using this document.

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## ARTICLE 1 DEFINITIONS

§ 1.1 Bidding Documents include the Bidding Requirements and the Proposed Contract Documents. The Bidding Requirements consist of the advertisement or invitation to bid, Instructions to Bidders, supplementary instructions to bidders, the bid form, and any other bidding forms. The Proposed Contract Documents consist of the unexecuted form of Agreement between the Owner and Contractor and that Agreement's Exhibits, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda, and all other documents enumerated in Article 8 of these Instructions.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, or in other Proposed Contract Documents apply to the Bidding Documents.

§ 1.3 Addenda are written or graphic instruments issued by the Architect, which, by additions, deletions, clarifications, or corrections, modify or interpret the Bidding Documents.

§ 1.4 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

§ 1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents, to which Work may be added or deleted by sums stated in Alternate Bids.

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from, or that does not change, the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

§ 1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, as described in the Bidding Documents.

§ 1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents. A Bidder must be licensed by the State Licensing Board for General Contractors if the amount for the Contract exceeds the amount established by said Board.

§ 1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment, or labor for a portion of the Work. A Sub-bidder performing Work must be licensed by the State Licensing Board for General Contractors if the Sub-bidders' contract amount exceeds that established by said Board.

1.10 A non-resident Bidder or Sub-bidder is one who

- a. Is neither organized nor existing under the laws of the State of Alabama
- b. nor maintains its principal place of business in the State of Alabama.

A non-resident contractor who has maintained a permanent branch office within the State of Alabama for at least five (5) continuous years shall not thereafter be deemed to be a non-resident contractor so long as such contractor continues to maintain a branch office within Alabama.

## ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 By submitting a Bid, the Bidder represents that:

- .1 the Bidder has read and understands the Bidding Documents;
- .2 the Bidder understands how the Bidding Documents relate to other portions of the Project, if any, being bid concurrently or presently under construction;
- .3 the Bid complies with the Bidding Documents;
- .4 the Bidder has visited the site, become familiar with local conditions under which the Work is to be performed, and has correlated the Bidder's observations with the requirements of the Proposed Contract Documents;
- .5 the Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception; and
- .6 the Bidder has read and understands the provisions for liquidated damages, if any, set forth in the form of Agreement between the Owner and Contractor.

§ 2.2 The Bidder is licensed by the State Licensing Board for General Contractors and the amount Bid does not exceed the Bid Limit stipulated in the Bidder's License and by the City of Mobile.

§ 2.3 Each and every Contractor belonging to or comprising a part of any entity that is bidding as a joint venture or association involving two or more contractors is licensed by the State Licensing Board for General Contractors and that the amount Bid does not exceed the Bid limit stipulated in at least one of their licenses.

§ 2.4 Any non-resident Bidder is authorized by the Secretary of State of Alabama and is registered with Alabama Department of Revenue to transact business in Alabama.

§ 2.5 Joint Ventures or Associations of Contractors, whether the same are Bidders or Subcontractors of Bidders, will remain in existence until all insurance and warranty requirements for the Project have been fulfilled.

### **ARTICLE 3 BIDDING DOCUMENTS**

#### **§ 3.1 Distribution**

§ 3.1.1 Bidders shall obtain complete Bidding Documents, as indicated below, from the issuing office designated in the advertisement or invitation to bid, for the deposit sum, if any, stated therein.

§ 3.1.2 Any required deposit shall be refunded to Bidders who submit a bona fide Bid and return the paper Bidding Documents in good condition within ten days after receipt of Bids. The cost to replace missing or damaged paper documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the paper Bidding Documents, and the Bidder's deposit will be refunded.

§ 3.1.3 Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the advertisement or invitation to bid, or in supplementary instructions to bidders.

§ 3.1.4 Bidders shall use complete Bidding Documents in preparing Bids. Neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete Bidding Documents.

§ 3.1.5 The Bidding Documents will be available for the sole purpose of obtaining Bids on the Work. No license or grant of use is conferred by distribution of the Bidding Documents.

#### **§ 3.2 Modification or Interpretation of Bidding Documents**

§ 3.2.1 The Bidder shall carefully study the Bidding Documents, shall examine the site and local conditions, and shall notify the Architect of errors, inconsistencies, or ambiguities discovered and request clarification or interpretation pursuant to Section 3.2.2.

§ 3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be submitted by the Bidder in writing and shall be received by the Architect at least five (5) calendar days prior to the date for receipt of Bids.

§ 3.2.3 Modifications and interpretations of the Bidding Documents shall be made by Addendum. Modifications and interpretations of the Bidding Documents made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.2.4 The Contract Drawings and Specifications are intended to cooperate and agree, but should conflicts or difference be found to exist between the requirements within either and clarification has not been obtained in accordance with the above procedure prior to Bidding, then the most costly and/or restrictive interpretation by the decision of the Architectural Engineering Department Director will be final.

#### **§ 3.3 Substitutions**

§ 3.3.1 The materials, products, and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution.

##### **§ 3.3.2 Substitution Process**

§ 3.3.2.1 Written requests for substitutions shall be received by the Architect at least fifteen (15) calendar days prior to the date for receipt of Bids. Requests shall be submitted in the same manner as that established for submitting clarifications and interpretations in Section 3.2.2.

§ 3.3.2.2 Bidders shall submit substitution requests on a Substitution Request Form if one is provided in the Bidding Documents.

**§ 3.3.2.3** If a Substitution Request Form is not provided, requests shall include (1) the name of the material or equipment specified in the Bidding Documents; (2) the reason for the requested substitution; (3) a complete description of the proposed substitution including the name of the material or equipment proposed as the substitute, performance and test data, and relevant drawings; and (4) any other information necessary for an evaluation. The request shall include a statement setting forth changes in other materials, equipment, or other portions of the Work, including changes in the work of other contracts or the impact on any Project Certifications (such as LEED), that will result from incorporation of the proposed substitution.

**§ 3.3.3** The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

**§ 3.3.4** If the Architect approves a proposed substitution prior to receipt of Bids, such approval shall be set forth in an Addendum. Approvals made in any other manner shall not be binding, and Bidders shall not rely upon them.

**§ 3.3.5** No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

**§ 3.3.6** See Division One Section "Substitution Procedures", if included in Specification.

#### **§ 3.4 Addenda**

**§ 3.4.1** Addenda will be transmitted to Bidders known by the issuing office to have received complete Bidding Documents.

**§ 3.4.2** Addenda will be available where Bidding Documents are on file.

**§ 3.4.3** Addenda will be issued no later than two (2) days prior to the date for receipt of Bids, except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

**§ 3.4.4** Prior to submitting a Bid, each Bidder shall ascertain that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

### **ARTICLE 4 BIDDING PROCEDURES**

#### **§ 4.1 Preparation of Bids**

**§ 4.1.1** Bids shall be submitted on the forms included with or identified in the Bidding Documents. No bid will be considered unless made out and submitted on a copy of the Bid Form, Section 00410. Additional Bid Forms will be furnished to prospective Bidders upon request.

**§ 4.1.2** All blanks on the bid form shall be legibly executed. Paper bid forms shall be executed in a non-erasable medium.

**§ 4.1.3** Sums shall be expressed in both words and numbers, unless noted otherwise on the bid form. In case of discrepancy, the amount entered in words shall govern.

**§ 4.1.4** Edits to entries made on paper bid forms must be initialed by the signer of the Bid.

**§ 4.1.5** All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change" or as required by the bid form.

**Unit Prices:** Supply requested Unit Prices where shown on the Bid Form. Such Unit Prices shall be used to adjust the Contract Amount where the quantities shown on the Drawings and/or Specifications do not reflect amounts required for completion of the work. Where Completion of the Work requires quantities in excess of those shown on the drawings and specifications, unit prices shall be used to compute an extra payment to the Contractor. Where completion of work required quantities less than those on the Drawings and/or specifications, unit prices shall be used to compute a credit to the Owner.

**Contingency Allowance:** As shown on the Bid Form, Contractor shall add the amount of the contingency allowance to the Base Bid to derive the Total Bid. The contingency allowance shall cover cost of material, labor, overhead, profit



and other expenses for complete installation of items of additional work as required for a complete functional project. The contingency allowance shall be used to fund unforeseen conditions not covered in the construction documents and shall be subject to the provisions of change orders. Upon the completion of work any unused portion of the contingency allowance shall be credited to the Owner by change order.

**§ 4.1.6** Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall neither make additional stipulations on the bid form nor qualify the Bid in any other manner.

**§ 4.1.7** Each copy of the Bid shall state the legal name and legal status of the Bidder. As part of the documentation submitted with the Bid, the Bidder shall provide evidence of its legal authority to perform the Work in the jurisdiction where the Project is located. Each copy of the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further name the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached, certifying the agent's authority to bind the Bidder.

**§ 4.1.8** A Bidder shall incur all costs associated with the preparation of its Bid.

#### **§ 4.2 Bid Security**

**§ 4.2.1** Each Bid shall be accompanied by the following bid security if so required in the Bidding Documents:  
(Insert the form and amount of bid security.)

«The Bidder shall provide a Bid Security in the form of a cashier's check drawn on a bank registered to do business in the State of Alabama and which is a member of the Federal Deposit Insurance Corporation, or a Bid Bond. Bid Security is required for bids exceeding \$10,000.00. Bid Security shall be in the amount of 5% of the TOTAL BID, but in no event more than \$10,000.00.»

**§ 4.2.2** The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and shall, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty.

**§ 4.2.3** If a surety bond is required as bid security, it shall be written on AIA Document A310™, Bid Bond, unless otherwise provided in the Bidding Documents. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of an acceptable power of attorney. The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

**§ 4.2.4** The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until (a) the Contract has been executed and bonds, if required, have been furnished; (b) the specified time has elapsed so that Bids may be withdrawn; or (c) all Bids have been rejected.

**§ 4.2.5** Bonds must be issued by a Surety authorized to do business in the State of Alabama. A Performance Bond and a Labor and Material Payment Bond are required for projects exceeding \$10,000.00. If the project cost is \$50,000.00 or more, the Surety must have a minimum rating of A/Class VI as reported by the latest issue of Best's Key Rating Guide Property-Casualty published by Alfred M. Best Company, Inc.

#### **§ 4.3 Submission of Bids**

**§ 4.3.1** A Bidder shall submit its Bid as indicated below:

(Indicate how, such as by website, host site/platform, paper copy, or other method Bidders shall submit their Bid.)

«Submission of Bid shall be as stated in Section 00100, Invitation to Bid, Paragraph 9, titled "Bid Submittal".»

**§ 4.3.3** Bids shall be submitted by the date and time and at the place indicated in the invitation to bid. Bids submitted after the date and time for receipt of Bids, or at an incorrect place, will not be accepted and will be returned unopened.

**§ 4.3.4** The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

**§ 4.3.5** A Bid submitted by any method other than as provided in this Section 4.3 will not be accepted.

#### **§ 4.4 Modification or Withdrawal of Bid**

**§ 4.4.1** Prior to the date and time designated for receipt of Bids, a Bidder may submit a new Bid to replace a Bid previously submitted, or withdraw its Bid entirely, by notice to the party designated to receive the Bids. Such notice shall be received and duly recorded by the receiving party on or before the date and time set for receipt of Bids. The receiving party shall verify that replaced or withdrawn Bids are removed from the other submitted Bids and not considered. Notice of submission of a replacement Bid or withdrawal of a Bid shall be worded so as not to reveal the amount of the original Bid.

**§ 4.4.2** Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids in the same format as that established in Section 4.3, provided they fully conform with these Instructions to Bidders. Bid security, if required, shall be in an amount sufficient for the Bid as resubmitted.

### **ARTICLE 5 CONSIDERATION OF BIDS**

#### **§ 5.1 Opening of Bids**

If stipulated in an advertisement or invitation to bid, or when otherwise required by law, Bids properly identified and received within the specified time limits will be publicly opened and read aloud. A summary of the Bids may be made available to Bidders.

#### **§ 5.2 Rejection of Bids**

Unless otherwise prohibited by law, the Owner shall have the right to reject any or all Bids.

#### **§ 5.3 Acceptance of Bid (Award)**

**§ 5.3.1** It is the intent of the Owner to award a Contract to the lowest responsive and responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. Unless otherwise prohibited by law, the Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's best interests.

**§ 5.3.2** The Owner shall accept Alternates in the order listed on the Bid Form to determine the lowest responsive and responsible Bidder on the basis of the sum of the Base Bid and Alternates accepted.

### **ARTICLE 6 POST-BID INFORMATION**

#### **§ 6.1 Contractor's Qualification Statement**

Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request and within the timeframe specified by the Architect, a properly executed AIA Document A305™, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted for this Bid.

#### **§ 6.3 Submittals**

**§ 6.3.1** After notification of selection for the award of the Contract, the Bidder shall, within three (3) calendar days or as stipulated in the Bidding Documents, submit in writing to the Owner through the Architect:

- .1 a designation of the Work to be performed with the Bidder's own forces;
- .2 names of the principal products and systems proposed for the Work and the manufacturers and suppliers of each; and
- .3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.
- .4 The name of the Project Superintendent and Project Manager together with the resume of qualifications of each;
- .5 Nonresident Contractor shall submit a letter from an attorney as required by Subparagraph 11.1.2 below and;
- .6 Engineering Firm or Testing Laboratory for testing as specified.

**§ 6.3.2** The Bidder will be required to establish to the satisfaction of the Architect and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

**§ 6.3.3** Prior to the execution of the Contract, the Architect will notify the Bidder if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, withdraw the Bid or submit an acceptable substitute person or entity. The Bidder may also submit any required adjustment in the Base Bid or Alternate Bid to account for the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

**§ 6.3.4** Persons and entities proposed by the Bidder and to whom the Owner and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Architect.

**§ 6.3.5** The Contractor shall, within ten (10) calendar days of receiving Contract Forms for signature, furnish to the Owner the following items, along with the signed contract, or the Bid Security will be forfeited automatically without further delay:

- .1 A Signed Construction Contract;
- .2 Performance Bond and Labor and Material Payment Bond (originals) on all Bids over \$10,000.00;
- .3 Certificate of Insurance and copy of Builder's Risk Policy (original), as identified in the specifications;
- .4 Schedule of Values; and
- .5 Federal Immigration Law Compliance: E-Verify enrollment documentation.

**§ 6.3.6** The Bid Check or Bond of the three (3) lowest Bidders will not be returned until after the Construction Contract is executed.

## **ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND**

### **§ 7.1 Bond Requirements**

**§ 7.1.1** If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder.

**§ 7.1.2** If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid. If the furnishing of such bonds is required after receipt of bids and before execution of the Contract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.

**§ 7.1.3** The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

**§ 7.1.4** Unless otherwise indicated below, the Penal Sum of the Payment and Performance Bonds shall be the amount of the Contract Sum.

**§ 7.1.4** A Surety authorized to do business in the State of Alabama shall issue Performance Bond and Labor and Material Payment Bond, as required by the Contract Documents. If the project cost is \$50,000.00 or more, the Surety must have a minimum rating of A/Class VI as reported by the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc.

### **§ 7.2 Time of Delivery and Form of Bonds**

**§ 7.2.1** The Bidder shall deliver the required bonds to the Owner not later than ten (10) calendar days from receiving the Construction Contract forms for signature.

**§ 7.2.2** The bonds shall be written on City's Performance Bond and Labor and Material Payment Bond forms.

**§ 7.2.3** The bonds shall be dated on or after the date of the Contract.

**§ 7.2.4** The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix to the bond a certified and current copy of the power of attorney.

## **ARTICLE 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR**

Unless otherwise required in the Bidding Documents, the Agreement for the Work will be written on AIA Document A101, Standard Form of Agreement Between Owner and Contractor Where the Basis of Payment Is a Stipulated Sum.

**§ 8.1.1** AIA Document A101, Standard Form of Agreement Between Owner and Contractor where the Basis of Payment is a stipulated sum will be edited electronically and include the standard signatures as required by the City of Mobile.

## **ARTICLE 9 NONDISCRIMINATION**

**§9.1.1** Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities. Contractor shall provide a completed copy of the City of Mobile Subcontracting and Major Supplier Plan with the Bid Form, for bids of \$250,000.00 or greater.

## **ARTICLE 10 USE OF DOMESTIC PRODUCTS**

**§ 10.1.1** Section 39-3-1 Code of Alabama provides that the Contractor agrees, in the execution of this contract, to use material supplies and products manufactured, mined, processed or otherwise produced in the United States or its territories, if available at reasonable prices, and that breach of this agreement by the Contractor shall result in the assessment of liquidated damages in an amount not less than \$500 nor more than 20 percent of the gross amount of the contract price.

**§ 10.1.2** Section 39-3-4, Code of Alabama provides that the Contractor for a municipal construction project, financed by the State of Alabama or any political subdivision thereof, is required to use steel produced within the United States. If the Contractor violates the requirement to use domestic steel, this contract will automatically be revoked and the contractor shall not be entitled to any set-off or recoupment for labor or materials used up to the time of revocation.

## **ARTICLE 11 PREFERENCE TO RESIDENT CONTRACTORS**

**§ 11.1.1** Except for contracts funded in whole or in part with funds received from a federal agency, preference shall be given to Alabama resident contractors, and a nonresident bidder domiciled in a state having laws granting preference to local contractors shall be awarded the contracts only on the same basis as a the nonresident bidder's state awards contracts to Alabama contractors bidding under similar circumstances. In the letting of public contracts in which any state, county or municipal funds are utilized, resident contractors in Alabama, be they corporations, individuals or partnerships, are to be granted preference over nonresidents in awarding of contracts in the same manner and to the same extent as provided by the laws of the state of domicile of the nonresident.

**§ 11.1.2** A successful nonresident bidder shall include in his post bid submittals a written opinion of an attorney at law licensed to practice law in such nonresident bidders' state of domicile, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that state in the letting of any or all public contracts.

## **ARTICLE 12 PRE-BID REQUIREMENTS**

### **§ 12.1 STATE OF ALABAMA CONTRACTORS LICENSE**

**§ 12.1.1** If the Project total bid amount is \$50,000 or more, a license issued by the State of Alabama Licensing Board for General Contractors is required prior to submitting a bid and the licensed classification and bid limits must cover the type of work in this project. See Invitation to Bid, Section 6 "Bidder Qualifications".

### **§ 12.2 A NONRESIDENT BIDDER**

**§ 12.2.1** Every bidder shall be registered with the Department of Revenue and with the Alabama Secretary of the State prior to bidding. The Secretary of State's "Business Entity ID" registration number shall be included on the bid form.

## **ARTICLE 13 POST-BID REQUIREMENTS**

### **§ 13.1 CITY CONTRACTOR'S LICENSE**

**13.1.1** A City of Mobile Contractors License is required and must be current before the Contractor signs the Contract. Contractor must qualify and post \$10,000.00 Surety Bond with the Land Use/Code Administration Department before a Contractors License will be issued by the Revenue Department. Information on the City Contractors License may be obtained by writing or calling:

Land Use/Code Administration  
P. O. Box 1827  
Mobile, Alabama 36633-1827  
Phone: 251.208.7421

Revenue Department  
P. O. Box 1827  
Mobile, Alabama 36633-1827  
251.208.7461

### **13.2 E-VERIFY DOCUMENTATION**

**§ 13.2.1** The Contractor agrees that it shall comply with all of the requirements of the State of Alabama Immigration Law (Act. No. 2011-535 as amended by Act. No. 2012-491, Alabama Code (1975) Section 31-13-1, et. Seq., See Section 31-13-9), and the provisions of said Law, including all penalties for violation thereof, are incorporated therein.

### **13.3 PUBLIC CONTRACTS WITH ENTITIES ENGAGING IN CERTAIN BOYCOTT ACTIVITIES**

**§ 13.3** The Contractor represents and agrees that it is not currently engaged in, nor will engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

REBID

SECTION 00300  
SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

**THE ATTENTION OF ALL BIDDERS IS CALLED TO THE FOLLOWING INSTRUCTIONS AND CONDITIONS:**

**I. BIDDING DOCUMENTS:**

- A. Bidders may obtain complete sets of Bid Documents and Specifications (Project Manual) from the Department of Architectural Engineering as listed in the Invitation to Bid.
- B. Bidders shall use the complete set of documents in preparing their bid. The City of Mobile assumes no responsibility for errors or misinterpretations resulting from use of an incomplete set of documents.

Bidders shall use the complete set of documents in preparing their bid. Neither the City of Mobile nor the Engineer (Architect) assume responsibility for errors or misinterpretations resulting from use of an incomplete set of documents.

**2. INTERPRETATION OF BID DOCUMENTS:**

- A. Bidders shall carefully study and compare the Bidding Documents and compare various components of the Bidding Documents with each other, shall examine the site and local conditions and shall at once report to the Project Manager any errors, inconsistencies or ambiguities discovered.
- B. Bidders requiring clarification or interpretation of the Bidding Documents shall make a written request to the Project Manager by 3:00 PM at least five (5) calendar days prior to the date for receipt of Bids. E-mail requests are required and should be addressed to David Lee at [dlee@roof-asset.com](mailto:dlee@roof-asset.com) and Roger Washington at [roger.washington@cityofmobile.org](mailto:roger.washington@cityofmobile.org). Interpretations, corrections and changes to the Bidding Documents will be made by a formal, written Addendum. Interpretations, corrections and changes to the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely on them.
- C. Any discrepancy not resolved prior to Bidding shall be bid by the Contractor to provide for the most costly and/or restrictive interpretation of the documents.

**3. BIDDING PROCEDURES:**

- A. No Bid will be considered unless made out and submitted on a copy of the Bid Form as set forth by the Bid Documents.
- B. All blanks on the Bid Form shall be legibly executed in a non-erasable medium.
- C. Sums shall be expressed in both words and figures. In case of discrepancy, the amount written in words shall govern.
- D. Interlineations, alterations and erasures must be initialed by the signer of the Bid.

- E. All requested Alternates, Unit Prices and Allowances shall be bid as indicated on the Bid Form and the Bid Documents.
- F. Addenda shall be considered as a part of the Bid Documents and those issued prior to the opening of Bids shall be acknowledged on the Bid Form and any adjustment in cost shall be included in the Contract Sum.

4. BID SECURITY:

- A. A Cashier's Check drawn on a bank registered to do business in the State of Alabama and which is a member of the Federal Deposit Insurance Corporation, or Bid Bond payable to Owner, City of Mobile, in the amount of 5% of the Base Bid, but in no event more than \$10,000.00, must accompany bid. By submitting a Bid Security, the Bidder pledges to enter into a Contract with the City of Mobile on the terms stated in the Bid, and will, if required, furnish bonds covering faithful performance of the Contract and required insurance certificate. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds or insurance or any other required document, the amount of the Bid security shall be forfeited to the Owner as liquidated damages, not as a penalty.
- B. Bid Bond shall be valid for a minimum of sixty (60) days from the date of the Bid. The Owner reserves the right to retain the security of all Bidders until the successful Bidder enters into the Contract or until (60) days after Bid opening, whichever is sooner.
- C. Bonds must be issued by a Surety licensed to do business in the State of Alabama. If the project cost is more than \$50,000.00 the Surety must have a minimum rating of A/Class VI as reported by the latest issue of Best's Key Rating Guide Property-Casualty published by Alfred M. Best Company, Inc.
- D. Power of Attorney is required for all Bonds.
- E. The Surety company shall be required to execute AIA Document G-707, "Consent of Surety to Final Payment" prior to Final Payment of retainage being made to the Contractor.

5. EXAMINATION OF DOCUMENTS AND SITE WORK:

- A. Before submitting a Bid, Bidders should carefully examine the Bid Documents, visit the site of the Work, including attendance at the MANDATORY Pre-Bid conference, fully inform themselves as to existing conditions and limitations, and include in the Bid a sum to cover the cost of all items included in the Contract and necessary to perform the Work. The submission of a Bid will be considered as conclusive evidence that the Bidder has made such examination.

6. SUBMISSION OF BIDS:

- A. Bid, with Bid Security, Sales Tax Form C-3A, City of Mobile Subcontracting & Major Supplier Plan and other supporting data specified, shall be contained in a

sealed, opaque envelope, approximately 9 x 12 inches or larger and be marked on the outside with the words " SEALED BID FOR HARMON RECREATION CENTER – RE-ROOFING - PROJECT NUMBER: PR-057-23", the Bid Date, and Contractor's name, address, and City of Mobile Business License number. And, if bidding in an amount \$50,000 or greater, the State of Alabama General Contractor's License number and classification of the Bidder issued by the State of Alabama Licensing Board for General Contractors shall be written on the envelope.

- B. Bids shall be deposited at the designated location prior to the time and date for receipt of Bids. Bids received after the time and date specified in the Invitation to Bid, or as modified by Addendum, will not be considered. Late Bids will be returned to the Bidder unopened.
- C. The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.
- D. Oral, telephonic, facsimile or other electronically transmitted bids will not be considered.

7. MODIFICATION OR WITHDRAWAL OF BIDS:

- A. A Bid may not be modified, withdrawn, or canceled by the Bidder for a period of sixty (60) days following the time and date designated for receipt of bids, and each Bidder so agrees in submitting a Bid.

8. CONSIDERATION AND AWARD OF BIDS:

- A. At the discretion of the City, the properly identified Bids received on time will be publicly opened and will be read aloud.
- B. The City shall have the right to reject any and all Bids. A Bid not accompanied by a required Bid security or a Bid which is in any way incomplete or irregular is subject to rejection.
- C. It is the intent of the City to award a Contract to the lowest qualified Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The City shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the City's judgment, is in the City's best interest.
- D. The award shall be based on the lowest Total Bid for the Base Bid and any allowances, plus any alternates and/or options that may be accepted, as listed on the Bid Form.

9. PROOF OF COMPETENCY OF BIDDER:

- A. Bidders may be required to furnish evidence satisfactory to the City of Mobile that they have sufficient means and experience in the types of work called for to assure the completion of the Contract in a satisfactory manner.



10. SIGNING OF CONTRACT:

- A. The Standard Agreement between the City of Mobile and the Contractor, included herein, shall serve as the Agreement between the City and the Contractor.
- B. The Bidder to whom the Contract is awarded shall, within ten (10) calendar days of receiving the Contract Forms, properly execute and deliver to the Owner, the following items with the signed Agreement:
  - (1). Performance Bond and Labor and Material Payment Bond (originals);
  - (2). Certificate of Insurance (original) with endorsements to City of Mobile;
  - (3). Evidence of enrollment in the E-Verify program.
  - (4). Other documentation as required by the Contract Documents.
- C. Failure or refusal to sign the Agreement or to provide Certificates of Insurance in a form satisfactory to the City of Mobile, E-Verify verification, or other required documentation, shall subject the Bidder to immediate forfeiture of Bid Security.
- D. On all documents: City of Mobile Business License, the Alabama Secretary of State Business Identity, the Alabama Secretary of State Certificate of Authority (out of state contractors), E-verify documentation, and ACORD Insurance Form, the Contractor's name shall be EXACTLY the same.

11. NONDISCRIMINATION:

- A. Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

12. AMERICANS WITH DISABILITIES ACT (ADA):

- A. Bidders shall comply with the provisions of the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination against individuals with disabilities.

13. USE OF DOMESTIC PRODUCTS:

- A. Section 39-3-1, Alabama Code, 1975, provides that the Contractor agree, in the execution of this Contract, to use materials, supplies and products manufactured, mined, processed or otherwise produced in the United States or its territories, if available at reasonable prices, and that breach of this Agreement by the Contractor shall result in the assessment of liquidated damages in an amount not less than \$500.00 nor more than twenty (20) percent of gross amount of the Contract Price.

14. NON-RESIDENT (OUT OF STATE) CONTRACTORS:

- A. Preference to Resident Contractors: Section 39-3-5, Code of Alabama, 1975, provides that a non-resident (out of State) bidder domiciled in a state which grants a preference to local Contractors is to be awarded a public contract on the same basis as the non-resident bidder's state awards contracts to Alabama bidders. Alabama bidders are given a preference to the same extent that a non-resident bidder receives a preference in his home state. A non-resident bidder must include with any written bid documents a written opinion of an attorney licensed to practice in the non-resident bidder's state declaring what preferences, if any, exists in the non-resident's state.
- B. Certificate of Authority: All non-resident (out of State) bidders shall be registered with the Alabama Secretary of State and the Alabama Department of Revenue prior to submitting a Bid. Provide the Secretary of State Business "Entity ID Number" on the Bid Form in the space provided.

15. ALABAMA IMMIGRATION ACT:

- A. The State of Alabama Immigration Law (Act No. 2011-535 as amended by Act No. 2012-491), requires that Contractors not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. In addition, Contractors are required to enroll in the federal E-Verify program and submit verification of enrollment to the City of Mobile within ten (10) days of receiving the contract forms (see Section 00600).

16. CITY OF MOBILE BUSINESS LICENSE:

- A. A City of Mobile Business License is required and must be current at time of contract award and throughout contract period.

17. CITY OF MOBILE CONTRACTOR'S BUSINESS LICENSE:

- A. A City of Mobile Contractor's Business License is required and must be current when contractor signs the contract and throughout contract period.
- B. Contractor must qualify and post a \$10,000 surety bond with the Land Use/Code Administration Department before a Contractor's Business License will be issued by the Revenue Department. Information on the City Contractor's License may be obtained by writing or calling:

Land Use/Code Administration  
P.O. Box 1827  
Mobile, Alabama 36633-1827  
Phone: 251-208-7421

Revenue Department  
P.O. Box 1827  
Mobile, Alabama 36633-1827  
Phone: 251-208-7461

18. CITY OF MOBILE BUILDING PERMIT:

- A. A City of Mobile Building Permit/Electrical Permit/Plumbing Permit/HVAC Permit/Whatever Permit is required and shall be obtained from the Land Use/Code Administration Department, but at no cost to the Contractor.

- B. Contractor is responsible for ensuring that all inspections are successfully performed in accordance with City of Mobile regulations.

19. CONSTRUCTION SCHEDULE AND ACCESS:

- A. The project shall be completed within ninety (90) calendar days from the date indicated by the Notice to Proceed.
- B. Harmon Recreation Center will remain in use throughout the Construction period, the Contractor is directed to coordinate all areas of work and scheduling of work with the Owner. Within five days of the bid opening, the Apparent Low Bidder shall meet with the Owner to discuss Owner scheduling and priorities. Apparent Low Bidder shall then provide a proposed schedule within 5 calendar days of the initial meeting for Owner review and approval.
- C. Contractor shall have access to the recreation center as approved by the Owner, but typically **Monday through Sunday (7 days each week) from dawn to dusk**. Contractor is directed to coordinate all areas of work and scheduling with the Owner. Materials for construction shall be delivered to the rooftop from the south end of the building, using lifts, cranes, or some other method of the Contractor's choosing. Workers may access the roof from an exterior stair at this location, leading to a Mechanical Room in which a roof scuttle can be found.
- D. The Contractor may be allowed additional construction days due to inclement conditions ("rain days") only as such are appropriately documented and are in excess of the NOAA/National Weather Service average (previous 5 years) for the given month. A "rain day" is defined as more than a "trace" (0.10") of rain falling within a given 24 hour period. The Contractor shall provide documentation and formally request any "rain days" they feel are legitimately due. Documentation shall be submitted to the Project Manager, in writing, within ten (10) calendar days of the rain event. Claim shall include documentation of trades adversely impacted and the impacted activities of each trade.

20. SITE CONSIDERATIONS:

- A. It is the Contractor's responsibility to carefully remove and store any items not permanently installed within the work areas. We strongly recommend that the Contractor photograph, videotape or in some manner document any features to be removed and their condition, prior to removal.
- B. Noise and strong smells shall be isolated or kept to a minimum when adjacent portions of the site are occupied.
- C. Contractor shall be responsible to leave the work area and adjacent site clear of equipment and debris, etc. at the end of each work day. All final cleaning is the responsibility of the Contractor and shall be executed prior to acceptance for reuse of any portion of the site.

- D. Contractor's employees may park along the curb on Ghent or Antwerp Streets, or in the parking lot on Antwerp Street. The Contractor's employees may not use toilet facilities within the recreation center, but must provide temporary sanitary facilities during construction. A dumpster and lay down area for Contractor materials and staging may be located at the site and located per the direction of the Owner. The Contractor is responsible for the removal of the dumpster, any storage containers and any security fencing, temporary erosion control (BMPs), etc. as soon as practical after their use by the Contractor or the work is complete.

21. SALES AND USE TAX EXEMPTION:

- A. As per the State of Alabama ACT 2013-205, the Alabama Department of Revenue (ADOR) has been granted the authority to issue a "Certificate of Exemption from Sales and Use Tax for Governmental Entities" on construction projects. Therefore, this project shall qualify for State of Alabama Sales and Use Tax Exemptions under this ACT. It is the responsibility of the Bidder to confirm the potential tax exempt status of their bid with the ADOR and include any such savings in their bid, as well as accounting for same on their bid form attachment Sales Tax Form C-3A.
- B. The full text of ACT 2013-205 is available on the State of Alabama Building Commission web-site at [www.bc.alabama.gov](http://www.bc.alabama.gov).

22. SUBMISSION OF LIEN WAIVERS AND DBE COMPLIANCE, UTILIZATION REPORTS:

- A. At each monthly Application for Payment submitted to the owner, the Contractor shall provide completed "City of Mobile DBE Compliance, Utilization Reports" and lien waivers, including those from Subcontractors and material suppliers.

23. NOTICE OF COMPLETION:

- A. For Contracts \$50,000 or greater:  
Contractor shall provide proof of publication of Advertisement of Completion for four consecutive weeks in a local newspaper, as required in the Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama. This Advertisement shall not begin until the Project has been accepted by the City of Mobile.
- B. Notice of Completion advertisement shall read as follows:

STATE OF ALABAMA

COUNTY OF MOBILE

NOTICE OF COMPLETION

In accordance with Chapter 1, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that (COMPANY NAME) has completed the contract Harmon Recreation Center – Re-Roofing – PR-057-23, Mobile, Alabama 36605. All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P.O. Box 1827, Mobile, Alabama 36633-1827.

- C. Advertisement shall not begin until the Project has been accepted by the City of Mobile as Substantially Complete.

24. CONTRACTOR WARRANTY AND CERTIFICATION:

- A. Upon completion of the contract, the Contractor shall certify under oath that all bills have been paid in full.
- B. Contractor shall provide a two-year Labor and Materials Warranty on company letterhead in addition to other warranties required by the Bid Documents.

25. LIQUIDATED DAMAGES

- A. A time charge equal to Two Hundred Fifty Dollars (\$250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains uncompleted, or any required closeout documents are not acceptably submitted, for more than thirty (30) calendar days after the time specified for the Substantial Completion for the Work, the amount of which shall be deducted by the owner, and shall be retained by the Owner out of monies otherwise due the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

**END OF SECTION**

Harmon Recreation Center (Re-roofing)  
Mobile, AL 36605  
PR-057-23

SECTION 00400

BID FORM

Copies of the following Bid Forms shall be used. Bids submitted on alternate forms may be rejected. Fill in all blank spaces with an appropriate entry. Bid Form must be signed by an officer of the company and notarized.

**TO: City of Mobile, 205 Government St., P.O. Box 1827, Mobile, AL, 36633**

**REF: PROJECT NO.: PR-057-23**  
**PROJECT NAME: Harmon Recreation Center (Re-roofing)**  
**PROJECT LOCATION: 1611 Belfast Street**  
**Mobile, Alabama, 36605**

In compliance with the Bid Documents and having carefully and thoroughly examined said documents for the subject Work prepared by the City of Mobile, Architectural Engineering Department and RAM (Roof Asset Management, Inc.) dated August 11, 2025; and all Addendum (a) Number(s) \_\_\_\_\_, dated \_\_\_\_\_, 2025 (CAUTION: before submitting any bid it is the Bidder's responsibility to check with the Architectural Engineering Department for all Addenda or special instructions that may impact the Bid) thereto, receipt of which is hereby acknowledged, the premises and all conditions affecting the Work prior to making this Proposal, the Undersigned Bidder, hereby

**COMPANY NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_ **PHONE** \_\_\_\_\_

**ALABAMA GENERAL CONTRACTOR LICENSE NO.** \_\_\_\_\_

**CITY OF MOBILE BUSINESS LICENSE NO.** \_\_\_\_\_

**SECRETARY OF STATE OF ALABAMA BUSINESS IDENTITY NO.** \_\_\_\_\_

**SECRETARY OF STATE OF ALABAMA ACCOUNT NO.** \_\_\_\_\_

(Note: Secretary of State Account Number shall be filled in only by non-resident bidders)

(Check one) ☐ A Corporation ☐ A Partnership ☐ An Individual Doing Business

hereby proposes to furnish all labor, materials, tools, equipment, and supplies and to sustain all the expenses incurred in performing the Work on the above captioned Project in accordance with the terms of the Contract Documents, and all applicable laws and regulations for the sum listed below. The initial term of the Contract shall extend for sixty (60) calendar days from the date of the Notice to Proceed.

**Base Bid:** \$                     .00

**Contingency Allowance:** + \$           25,000.00

**Total Base Bid:** \$                     .00

(Fill in here and in Total Bid below)

**TOTAL BASE BID:** \_\_\_\_\_

\_\_\_\_\_ Dollars, (\$                     .00)  
(Amount in Words) (Amount in Figures)

(Note: Show amounts in both words and figures. In case of discrepancy, the amount in words shall govern). **Bids shall be provided in whole dollar amount with no cents.**

**UNIT PRICES:** (Unit prices provided will be used to add or deduct to / from the contract based on replacement amounts.)

- **Unit Price #1:** (Deteriorated Wood Blocking) – The contractor shall replace existing deteriorated wood blocking materials with new wood blocking. New wood blocking shall consist of No. 2 pressure treated timbers of equal size and thickness to match the deteriorated materials and installed in lengths of no more than 10'. **(The contractor shall include 500 board feet of deteriorated wood blocking replacement in the Base Bid.)**

\$ \_\_\_\_\_ BF

- **Unit Price #2:** (Deteriorated Steel Decking) – The contractor shall replace existing deteriorated steel decking with new steel decking. New decking shall consist of 22 gauge steel to match the profile of the deteriorated materials. All new steel decking shall be attached per industry standards and local codes. **(The contractor shall include 1,500 square feet of deteriorated steel decking replacement in the Base Bid.)**

\$ \_\_\_\_\_ SF

- **Unit Price #3:** (Wet Material Replacement) – The contractor shall replace all existing wet insulation and/or roofing components identified by the infrared moisture scan performed by the Owner's Roof Consultant prior to the beginning of any work. All wet roofing components shall be replaced with new insulation to match the existing roof thickness, slopes, etc. **(The contractor shall include 2,400 square feet of wet material replacement in the Base Bid.) (Roof Area A – 500 SF / Roof Area B – 500 SF / Roof Area C – 100 SF / Roof Area D – 1,300 SF)**

\$ \_\_\_\_\_ SF

- **Unit Price #4:** (Deteriorated Tectum Decking) – The contractor shall replace existing deteriorated Tectum decking with new Tectum decking. New decking shall match the size and thickness of the deteriorated materials. All new Tectum decking shall be replaced in complete sections and attached per industry standards and local codes. **(The contractor shall include 500 square feet of deteriorated Tectum decking replacement in the Base Bid.)**

\$ \_\_\_\_\_ SF

Harmon Recreation Center (Re-roofing)  
Mobile, AL 36605  
PR-057-23

**CONTINGENCY ALLOWANCE:** \$10,000.00 lump sum Contingency Allowance shall be included in the Total Bid for work related to unforeseen conditions as approved by the Owner.

**BID SECURITY:** The undersigned Bidder agrees that the attached Bid Security, as a Cashier's Check drawn on a bank registered to do business in the State of Alabama and which is a member of the Federal Deposit Insurance Corporation, or a Bid Bond, made payable to the City of Mobile, in the amount of 5% of the bid amount, but in no event more than \$10,000, as the proper measure of liquidated damages which the City will sustain by the failure of the undersigned to execute the Contract. Said Bid Security shall become the property of the City of Mobile as liquidated damages as specified in the Contract Documents.

**AMERICANS WITH DISABILITIES ACT (ADA):** The undersigned Bidder agrees to fully comply with all requirements of the Americans with Disabilities Act of 1990 and the Amendment Act.

**NONDISCRIMINATION:** Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

**SIGNATURE:** If the undersigned Bidder is incorporated, the entire legal title of the company followed by "a corporation" should be used. If Bidder is an individual, then that individual's full legal name followed by doing business as (d/b/a) and name of firm, if any, should be used. If Bidder is a partnership, then full name of each partner should be listed followed by "d/b/a" and name of firm, if any.

Ensure that name and exact arrangement thereof is the same on all forms submitted with this Bid. If a word is abbreviated in the official company name, such as "Co.", then use that abbreviation. If not abbreviated in the official name, spell out.

Bidder agrees not to revoke or withdraw this Bid until sixty (60) calendar days following the time and date for receipt of bids. If notified in writing of the acceptance of this Bid within this time period, Bidder agrees to execute a Contract based on this Bid on the proscribed form within ten (10) calendar days of said notification and to furnish Performance Bond and Materials and Payment Bond as specified.

**COMPANY NAME:** \_\_\_\_\_  
(Printed or Typed)

**BY:** \_\_\_\_\_  
(Signature of Company Officer)

**COMPANY OFFICER:** \_\_\_\_\_  
(Printed or Typed)

**TITLE** \_\_\_\_\_ **DATE** \_\_\_\_\_, 2025  
(Printed or Typed)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025

\_\_\_\_\_



Harmon Recreation Center (Re-roofing)  
Mobile, AL 36605  
PR-057-23

Notary Public

- Attachments:
1. Bid Security, with Power of Attorney
  2. Secretary of State Authorization (Out of state bidders only)
  3. Sales Tax Form C-3A
  4. Supplier Diversity Subcontracting & Major Supplier Plan

END OF BID FORM

**ACCOUNTING OF SALES TAX  
ATTACHMENT TO BID FORM SECTION 00400  
SALES TAX FORM C-3A**

To: City of Mobile

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

**Name of Project:** Harmon Recreation Center (Re-roofing)  
**Project Number:** PR-057-23

**SALES TAX ACCOUNTING**

Pursuant to Act 2013-205, Section 1(g) the Contractor accounts for the sales tax NOT included in the bid proposal form as follows:

ESTIMATED SALES TAX AMOUNT

**BASE BID:**

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

**Failure to provide an accounting of sales tax shall render the bid non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the bid pricing nor be considered in the determination of the lowest responsible and responsive bidder.**

**Legal Name of Bidder** \_\_\_\_\_

Mailing  
Address \_\_\_\_\_

**\*By (Legal Signature)** \_\_\_\_\_

\*Name (type or print) \_\_\_\_\_ (Seal)

\*Title \_\_\_\_\_

Telephone Number \_\_\_\_\_



OFFICE OF SMALL BUSINESS DEVELOPMENT  
**CITY OF MOBILE**  
Subcontracting and Major Supplier Plan

Contact Office of Small Business  
Development for questions on  
completing this form.  
Via email: [Archnique.kidd@cityofmobile.org](mailto:Archnique.kidd@cityofmobile.org)  
251.208.7967

**Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.**

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation (“Solicitations”) issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise (“DBE”) subcontractors and suppliers. If SBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements for a federally funded project, you must utilize SBEs certified through the Alabama Unified Certification Program.

If SBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The “good faith effort” factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive.

You are encouraged to work with the City of Mobile Small Business Development Manager when preparing this form. Please consult with the City Small Business Development Manager for a list of eligible SBEs. The “good faith effort” factors on **Form 2** are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About “**DBEs**”: Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About “**Good Faith**” **Effort**: Good faith efforts mean efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.



OFFICE OF SMALL BUSINESS DEVELOPMENT  
**CITY OF MOBILE**  
Subcontracting and Major Supplier Plan

Contact Office of Small Business  
Development for questions on  
completing this form.  
Via email: Archnique.kidd@cityofmobile.org  
251.208.7967

**FORM 1: Background and Plan**

**Section I. Information about your company**

Company	
Address	
Telephone	
E-Mail	

RFP/RFQ Solicitation Number	
Project Description	
Is your company a DBE company?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Work force demographics	Male _____ Female _____ Minority _____ Non-minority _____ SDVO _____ Total number of Employees _____

**Subcontractor/Major Supplier Plan submitted by:**

Printed Name: \_\_\_\_\_

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

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

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

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

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



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**FORM 1: Background and Plan (Cont'd)**

**Section II. Subcontractors/Major Vendors Supplier Plan submitted by:**

Please Print Company \_\_\_\_\_ Your Bid/Proposal Amount \$ \_\_\_\_\_ Date: \_\_\_\_\_

Description \_\_\_\_\_ Name of Bidder/Proposer: \_\_\_\_\_

**I intend to use the following subcontractors: (Attach additional pages if necessary)**

Subcontractor or Major Supplier	Phone	Scope(s) of Work to be performed by the DBE, SDVOB	\$\$ Value of Proposed Contract with DBE	% of TOTAL Contract	DBE?	Official Verification Only



OFFICE OF SMALL BUSINESS DEVELOPMENT  
**CITY OF MOBILE**

Subcontracting and Major Supplier Plan

**Form 2: Good Faith Effort Documentation**

Name of Bidder: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES ( <input type="checkbox"/> )	NO ( <input type="checkbox"/> )	Did you do these suggested areas for DBE recruitment and engagement
		<b>PRE-BID MEETING(S):</b> The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
		<b>DBE/ALDOT DBE LIST(S):</b> The bidder utilized the Office of Small Business Development list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
		<b>SMALL CONTRACT(S):</b> The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
		<b>FOLLOW-UP:</b> The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
		<b>GOOD FAITH NEGOTIATIONS:</b> The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
		<b>ADVERTISEMENT:</b> The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
		<b>INTERNET ADVERTISING:</b> The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.



OFFICE OF SMALL BUSINESS DEVELOPMENT  
**CITY OF MOBILE**

Subcontracting and Major Supplier Plan

		<b>INFORMATION:</b> The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
		<b>WRITTEN NOTICE(S):</b> The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
		<b>COMMUNITY RESOURCES:</b> The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.

**CONTRACT RECORDS:**

The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:

1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

**Section 2(B)**

\_\_\_\_\_ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further details as to why and attach the document to this form if there is an inability to break out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

\_\_\_\_\_ Could not find sufficient DBEs to provide subcontracting or supplier services.

\_\_\_\_\_ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. \_\_\_\_\_

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

SECTION 00500

MASTER AGREEMENT BETWEEN CITY OF MOBILE AND CONTRACTOR

**PART 1 GENERAL**

- A. This section includes the MASTER AGREEMENT BETWEEN CITY OF MOBILE AND CONTRACTOR FOR A STIPULATED SUM, wherein the basis of payment is a Stipulated Sum; the document has been electronically modified to meet the Owner's requirements and shall be used for the Project.



**DRAFT**



**MASTER AGREEMENT  
BETWEEN CITY OF MOBILE AND CONTRACTOR  
FOR A STIPULATED SUM (HEREINAFTER “AGREEMENT”)**

**BETWEEN the City:** **CITY OF MOBILE**  
**205 Government Street**  
**P O Box 1827**  
**Mobile, Alabama 36633**

**And the Contractor:** **(Contractor’s Name)**  
**(Address)**  
**(City, State) (Zip Code)**  
  
**City Business License No.:** \_\_\_\_\_

**For the following Project:** **Harmon Recreation Center – Re-Roofing**  
**1611 Belfast Street**  
**Mobile, Alabama 36605**  
  
**Project Number:** **PR-057-23**

**The Architect:** **Architectural Engineering Department**  
**P.O. Box 1827**  
**Mobile, Alabama 36633-182702**

**RAM (Roof Asset Management, Inc.)**  
**4950 Woodfield Drive**  
**Millbrook, AL 36054**



## MASTER AGREEMENT BETWEEN CITY OF MOBILE AND CONTRACTOR

THIS AGREEMENT is made and entered into as of the date on which the last party executes this Agreement (the “Effective Date”), by and between the CITY OF MOBILE acting by and through its Mayor and City Council (hereinafter referred to as the “City”), a municipal corporation organized and existing under the laws of Alabama and \_\_\_\_\_ (Company full name) (hereinafter referred to as “Contractor”), an Alabama corporation with its principal office at \_\_\_\_\_ (company address).

### I. CONTRACT DOCUMENTS

The contract documents consist of this Agreement, including its Exhibits \_\_\_\_\_ [List Insurance Requirements, Project Schedule, Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and all **EXHIBITS**], attached hereto, all incorporated herein, represents the entire agreement between Contractor and City with respect to the subject matter hereof and supersedes all prior agreements, negotiations, or understandings between the parties in any way relating to the subject matter of this Agreement. Contractor and City acknowledge having read and understood this Agreement and hereby agree to be bound by its terms and conditions.

[if applicable] WHEREAS, the City issued \_\_\_\_\_ [Insert RFQ, RFP or bid package identification] on \_\_\_\_\_ [insert date]; and,

WHEREAS, the City evaluated the proposals received and found the Contractor qualified to perform the necessary services; and

WHEREAS, the Contractor has reviewed the services required pursuant to the Agreement and is qualified, willing and able to provide and perform all such services in accordance with its terms.

NOW, THEREFORE, the City and the Contractor, in consideration of the mutual covenants contained herein, agree as follows:

### I. CONTRACTOR’S SERVICE

- A. The Contractor agrees to diligently provide all materials, services and labor for the performance of Harmon Recreation Center – Re-Roofing, Project No. PR-057-23 (the “Project”), in accordance with the scope of services made part of this Contract as **Exhibit A**, attached hereto and incorporated herein. All work and labor shall be done in accordance with the plans and specifications on file with the City and are incorporated herein by reference.

## II. TERM

- A. This Contract shall commence immediately upon execution by both the City and the Contractor and shall continue through the completion of the Project, in accordance with **Exhibit B** Project Schedule attached hereto and incorporated herein.

## III. COMPENSATION AND PAYMENT OF CONTRACTORS SERVICE

- A. The City shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be \_\_\_\_\_ and 00/100 (\$ \_\_\_\_\_), subject to additions and deductions as provided in the Contract Documents.

Base Bid:	\$ _____
Contingency Allowance:	\$ <u>25,000.00</u>
Total Bid:	\$ _____
Alternate: (if none available put N/A)	\$ <u>N/A</u>
Total Contract Sum:	\$ _____

- B. Alternates (if any included in the contract sum)

Item: \_\_\_\_\_ Price: \_\_\_\_\_

- C. Contingency Allowance

1. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional work as required for a complete, functional project.
2. Contingency Allowance shall be used for unforeseen conditions not covered in the construction documents.
3. All extra work under this section must be authorized by the City, in writing, prior to materials or undertaking work.
4. Upon completion of the Work, the unused portion of the Allowance shall be credited back to the City in the form of a Change Order.

- D. The City shall pay the Contractor for the services rendered hereunder and completed in accordance with the terms and conditions of this Contract an amount not to exceed \$ \_\_\_\_\_ [Insert Contract Amount] for the entire Project in accordance with Exhibit C Fee Schedule attached hereto and incorporated herein OR, upon the completion and acceptance thereof by the City or its duly authorized agent. The contract price includes a contingency amount for unanticipated work within the scope of the agreement and may only be authorized at the discretion of the City's Architectural Engineering Director.

- E. Notwithstanding the preceding, Contractor shall perform no work under this Contract until receipt of a notice to proceed. Contractor acknowledges and agrees that no minimum amount of work is

guaranteed under this Contract and City may elect to issue no notice to proceed. If a notice is issued, the City reserves the right to amend, reduce or cancel the notice in its sole discretion.

- F. The City's performance and obligation to pay under this Contract is contingent upon an appropriation by the City Council or by grant award. In the event funds are not appropriated or approved for any fiscal year, this agreement shall terminate upon notice to Contractor. The City shall promptly notify the Contractor if the necessary appropriation is not made.

#### **IV. METHOD OF PAYMENT**

##### **A. Progress Payments**

1. Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the City shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.
2. The period covered by each Application for Payment shall be one calendar month ending on the 25th of the month. Provided that an Application for Payment in acceptable format is received by the Architect not later than the first 1st day of a month, the City shall make payment of the amount certified to the Contractor not later than the tenth 10th day of the following month.
3. If an Application for Payment in acceptable format is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the City not later than Forty (40) days after the Architect receives the Application for Payment.
4. Federal, state or local laws may require payment within a certain period of time.
5. Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This accepted schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.
6. Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.
7. General Conditions of the Contract for Construction (including City's then current Modifications), and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
  - a. The amount of each progress payment shall first include:
    - i. That portion of the Contract Sum properly allocable to completed Work;
    - ii. That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the City, suitably stored off the site at a location agreed upon in writing and insured as specified.

- iii. Completed work shall be determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values.
  - b. The amount of each progress payment shall then be reduced by:
    - i. The aggregate of any amounts previously paid by the City;
    - ii. The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment;
    - iii. Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
    - iv. For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part; and
    - v. Retainage withheld pursuant to Section IV(A)(8).
  - c. Any Progress Payment shall include partial release of liens for material and labor for previous application for payment amount approved and paid. The DBE Utilization Report shall be included with the pay application.
- 8. Retainage
  - a. For each progress payment made prior to Substantial Completion of the Work, the City may withhold the following amount, as retainage, from the payment otherwise due:
    - i. Five percent (5%) of the first fifty percent (50%) of the completed work and after fifty percent (50%) completion has been accomplished, no further retainage shall be held from the original Contract Sum. Increases in the contract sum by Change Order shall also be subject to retainage.
    - ii. Upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section IV(A)(8). The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
 

The net amount of the Retainage shall be equal to two and one half percent (2.5%) of total Contract Sum, as increased or decreased by Change Order.
- 9. If final completion of the Work is materially delayed through no fault of the Contractor, the City shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.
- 10. Except with the City's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

## **B. Final Payment**

1. Final monthly progress payment, constituting the entire unpaid balance of the Contract Sum, less retainage, shall be made by the City to the Contractor when
  - a. the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201 (including City's then-current modifications which may be obtained from the City or, alternatively, a copy of which is incorporated in the Project Manual and incorporated by reference herein as a part thereof), and to satisfy other requirements, if any, which extend beyond final payment; and
  - b. a Certificate of Substantial Completion has been issued by the Architect/City and the project accepted.
2. The City's final payment to the Contractor of retainage shall be made as follows:

The final two and one half percent (2.5%) of the total Contract Sum retained will not be paid until proof of publication is submitted and all written claims paid in full. Contractor to submit the following:

- a. Contractor's Affidavit of Payment of Debts and Claims (AIA form G706, included in contract documents) with
  - i. Contractor's Release or Waiver of Liens
  - ii. Releases or Waivers of Liens from Subcontractors and Material and Equipment Suppliers;
- b. Contractor's Affidavit of Release of Liens (AIA form G706A, included in contract documents);
- c. Consent of Surety, if any, to final payment (AIA form G707, included in contract documents);
- d. Any additional close out requirements per the contract documents; and
- e. Notarized Affidavit of Notice of Completion advertisement from publisher.

Contractor shall provide proof of publication of Notice of Completion in a local newspaper once per week for four (4) consecutive weeks, as required in the Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama quoted below. "The Contractor shall, immediately after the completion of the contract, give notice of Completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a period of four (4) consecutive weeks. A final settlement shall not be made upon the contract until the expiration of thirty (30) days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the notice published. If no newspaper is published in the county in which the work is done, the notice may be given by the contract." (Acts 1927, No. 39, 9.37; Acts 1935, No. 39, 9. 70; Code 1940, T. 50, Section 16; Acts 1983, No. 83-737, 9.1203; Acts 1989, No. 89-650m 9. 1284, Section 1; Acts 1994, No. 94-207, p, 270, Section 1; Acts 1997, No. 97-225, p. 348, Section 1.)

3. The Notice of Completion shall read as follows:

STATE OF ALABAMA  
COUNTY OF MOBILE

## NOTICE OF COMPLETION

In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that \_\_\_\_\_ [contractor name] has completed the contract for Harmon Recreation Center – Re-Roofing, 1611 Belfast Street, Mobile, AL 36605, Project Number: PR-057-23 [contract number, contract name, contract address]. All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, Alabama 36633-1827.

- C. Publication of the Notice of Completion shall not begin until the Project has been accepted as Substantially Complete by the City of Mobile.

### V. ADDITIONAL SERVICES

- A. No changes to this Contract or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Contractor and the City's authorized agent.
- B. If the City's Architectural Engineering Director requires the Contractor to perform additional services related to this Contract then the Contractor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before commencement of any additional services or changes and shall be incorporated into this Contract by written amendment. The City shall not pay for any additional service or work performed before a written amendment to this Contract is executed by the City and the Contractor. Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Contractor, the Contractor shall not be entitled to additional compensation.

### VI. LIABILITY OF CONTRACTOR

- A. To the fullest extent permitted by law, Contractor covenants to release, defend, indemnify, hold harmless, protect, and exonerate both the City and its agents, employees, and representatives, from and against any and all liability, claims (direct and indirect), damages, losses, suits, actions, demands, liens, arbitrations, administrative proceedings, awards, judgments, expenses, costs, and attorneys' fees pertaining to personal injury, bodily injury, death, damage to or destruction of property (including any loss of use), economic loss or damage, labor disputes, safety requirements, performance or non-performance of obligations, certifications, property rights of third parties, sickness or disease, which (1) are caused in whole or in part by the Contractor (herein defined to include but not be limited to Contractor's owners, employees, agents, representatives, subcontractors, suppliers, and invitees or other third parties connected with the Contractor as well as the agents or employees of any of them), or (2) arise out of or are related to work undertaken or to be performed by the Contractor, or (3) arise out of or are related to any other act or omission relating to the Contractor, the Contract, the work under the Contract or otherwise undertaken by the Contractor as defined in the parenthetical of (1) above. It is the specific and express intent of the parties to the contract for the foregoing covenants and indemnity obligations to apply to the fullest extent permitted by applicable law, regardless of whether the liability is caused in whole or in part

by a party indemnified hereunder, and whether said liability be caused by, or arise out of, any joint, concurrent, or contributory negligence of a party indemnified hereunder. The contractor agrees it is not a design professional within the meaning of § 41-9A-3, Ala. Code (1975).

**B.** This section of the Agreement will survive the expiration or termination of the Agreement.

## **VII. CONTRACTORS INSURANCE**

**A.** Workmen's Compensation Insurance: - Statutory-amount and coverage as required by all applicable laws, rules or regulations of the State of Alabama and the United States of America, including the U. S. Longshore and Harbor Workers Act and the Jones Act, if applicable.

**B.** Employee's Liability Insurance shall be provided for limits of liability not less than:

Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 each employee
Bodily Injury by Disease	\$1,000,000 each policy

**C.** United States Longshoreman's Harbor Worker's Act.

**D.** Jones Act Coverage (if applicable) placed either in the Workers Compensation or through the Marine General Liability.

**E.** The Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises-product-completed operations, independent contractors, and blanket contractual liability), specifically covering the obligations assumed by the Contractor for limits of liability not less than:

1. Bodily Injury	\$1,000,000 each person
	\$1,000,000 each occurrence
2. Property Damage	\$1,000,000 each occurrence; or
3. Bodily Injury and Property Damage	\$1,000,000 combined single limit

**F.** Such comprehensive policy shall include the following:

1. All liability of the Contractor, for the Contractor's Direct Operations.
2. Subcontractor's Operations.
3. Completed Operations Cover, thereby meaning any loss which shall occur after the contract has been completed, but which can be traced back to the Contract.
4. General Aggregate Limit of \$2,000,000 shall apply on a "Per Project" Basis.
5. Contractual Liability, meaning thereby; any risk assumed by the Contractor under Hold Harmless Agreements or any other assumption of liability
6. Broad Form Property Damage Coverage, including Completed Operations.
7. Personal Injury Liability, with employee's exclusions removed.



8. Explosion and Collapse Hazard (if applicable):
9. Underground Hazard (if applicable):
10. Marine General Liability shall include Premises and Operations, Personal and Advertising Injury, Products and Completed Operations, Protection and Indemnity including vessel and crew (if applicable).
11. Deletion of watercraft exclusion with respect to non-owned vessels and contractual Liability for watercraft exposure not covered by Protection and Indemnity policy.
12. The Marine General Liability policy must include an endorsement to cover "Sudden And Accidental Pollution."

**G.** The Contractor shall carry for himself and shall require that all Subcontractors and all Cities of Automobiles or trucks rented or hired on the contract carry, until the Contracts is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and property. Damage for any auto in amounts not less than the minimum amounts as indicated. The Contractor and Subcontractor shall also carry for themselves insurance for all non-owned and hired automobile at the limits of liability as indicated below:

- |   |  |
|---|--|
| 1. Bodily Injury                        | \$1,000,000 each person<br>\$1,000,000 each occurrence |
| 2. Property damage                      | \$1,000,000 each occurrence; or,                       |
| 3. Bodily Injury and<br>Property damage | \$1,000,000 combined single limit                      |

**H.** Umbrella/Excess Liability: \$2,000,000 combined single limit  
each occurrence for bodily injury and/or  
property damage

**I.** Builder's Risk Coverage (Property Insurance): The Contractor shall carry for the City, himself, and all Subcontractors a Builder's Risk Policy to cover the full amount of the Contract during construction, fabrication or erection of any equipment.

1. The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made, or until no person or entity other than the City has an insurable interest in the property, whichever is later. This insurance shall include interests of the City, the Contractor, Subcontractors, Sub-subcontractors, and the Design Professionals in the Project.

2. Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.
  3. If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles. Deductibles shall be limited to a maximum of \$2,500.00 unless the loss is caused by windstorm; then deductible shall be a maximum of three percent (3%) of the insured value.
  4. This property insurance shall cover the full value of equipment, material, and other portions of the Work stored off the site, and also portions of the Work in transit. There shall be no limits on the value of loss per occurrence.
  5. A named storm endorsement is required. The deductible shall be a maximum of three percent (3%) of the insured value.
- J.** A Surety authorized to do business in the State of Alabama shall furnish the required Insurance.
- K.** The standard ACORD™ format shall be provided. The ACORD™ Certificate must be signed or countersigned by a Licensed Resident Agent of the State of Alabama and the agent's name, address and telephone number must appear on the face of the certificate.
- L.** The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc. if the bid price exceeds \$50,000.00.
- M.** "In Rem" endorsement.
- N.** Contractor shall procure and maintain insurance as specified in Exhibit D, City of Mobile Insurance Requirements, attached hereto and made a part of this Agreement.

The insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor'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 Contract Documents.

Certificates of insurance acceptable to the City shall be filed with the City within ten (10) calendar days from date of issuance of contract forms for execution. Contractor shall deliver to the City of

Mobile, certificates of insurance certifying the existence and limits of the insurance coverages along with separate policy endorsements. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies shall contain a provision that coverages afforded under the policies will not be cancelled subject to non-renewal nor material change, or allowed to expire without at least thirty (30) days' (except ten (10) days from non-payment) prior written notice has been given to the City. 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. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

All policies of insurance, except worker's compensation, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by the City of Mobile and endorsed to waive rights of subrogation in favor of the City of Mobile.

The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the City, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the City as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

**O. The Contractor shall provide bonds as set forth below:**

Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

The Labor and Material Payment Bond and the Performance Bond shall each be for one hundred percent (100%) of the Contract Sum.

1. Bond shall be submitted with the executed agreement on provided form(s).
2. Power of Attorney is required for both bonds.
3. A Surety authorized to do business in the State of Alabama shall furnish both bonds.
4. A Surety licensed to do business in the State of Alabama must execute the bonds.
5. The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc., if the bid price exceeds \$50,000.00.

6. The Surety company shall be required to execute AIA Document G-707, "Consent of Surety to Final Payment" prior to Final Payment being made to the Contractor.

## **VIII. RESPONSIBILITIES OF THE CONTRACTOR**

- A. The personnel assigned by the Contractor to perform the services of this Contract shall comply with the terms set forth in this Contract. The Contractor shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to the Contractor's key personnel must receive the City's Department Head's written approval before said changes or substitution can become effective.
- B. The Contractor agrees to respond to communication from the City within three working days unless a shorter response time is specified by the City.
- C. The Contractor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Contractor), to solicit or secure this Contract and that he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Contractor; any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Contract.
- D. Contractor agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of a Contractor's performance, including complaints received from City employees or members of the public, may impact the City's decision to renew or terminate this Contract in accordance with the provisions contained herein. The City further reserves the right to suspend or debar the Contractor from consideration for award of future contracts in accordance with Alabama competitive bid law if the Contractor does not abide by the terms of this contract.
- E. The Contractor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Contract.
- F. The Contractor shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Contract which shall be available and accessible at the Contractor's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives.
- G. The Contractor is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor. Contractor is not an employee, agent, or servant of the City and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees of the City. The Contractor shall be solely responsible for providing benefits and insurance to its employees.

## **IX. TIME FOR PERFORMANCE**

- A.** Time is of the essence in the performance of this Contract. The Contractor specifically agrees that contract time will begin on the date the Notice to Proceed is issued. Contractor also agrees no work will begin prior to such date. All work to be performed under the provisions of this Contract shall be completed to Substantial Completion in not more than [ insert] calendar days and all work shall be completed to Final Acceptance within thirty (30) calendar days from Substantial Completion, or thirty (30) calendar days from delivery to Contractor of a list of items to be completed punch list. Upon Final Completion, Contractor shall deliver Notice of Final Completion via Hard Copy Format and an Electronic Copy Format within (30) calendar days from the completion of services.

## **X. ENUMERATION OF DOCUMENTS**

- A.** Standard Form of Agreement Between City and Contractor;
- B.** General Conditions of the Contract for Construction, including City's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

**C.** Drawings

Number	Title	Date
_____	_____	_____

**D.** Specifications

Section	Title	Date
_____	_____	_____

**E.** Addenda, if any:

Number	Date
_____	_____

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

**F.** Other Exhibits:

\_\_\_\_\_  
[insert exhibit list]

**G.** Other Documents:

**1. BIDDING AND CONTRACT REQUIREMENTS**

- a. Section 00100 Invitation to Bid
- b. Section 00200 Instructions to Bidders-AIA Document A701-2018
- c. Section 00300 Supplementary Instructions to Bidders
- d. Section 00400 Bid Form  
Accounting of Sales Tax Form C-3A  
Office of Supplier Diversity Subcontracting and Major Supplier Plan
- e. Section 00500 Master Agreement Between City Of Mobile And Contractor For A Stipulated Sum
- f. Section 00600 Bonds, Certificates and Affidavits  
Performance Bond  
Labor and Material Payment Bond  
E-Verify Documentation (Sample)  
Application and Certificate for Payment-AIA Document G702 and G703 (with DBE Utilization Report)  
Certificate of Substantial Completion-AIA Document G704  
Contractor's Affidavit of Payment of Debts and Claims-AIA Document G706  
Contractor's Affidavit of Release of Liens-AIA Document G706A  
Consent of Surety to Final Payment-AIA Document G707  
Request for Taxpayer Identification Number and Certification W9 Tax  
Form and City of Mobile Vendor Information Form
- g. Section 00700 General Conditions of the Contract for Construction-Document A201

## **XI. LIQUIDATED DAMAGES**

- A. The parties to this Contract agree that time is of the essence in the work provided for herein and that a precise determination of actual damages which would be incurred by the City for delay in the completion of the work provided for herein, aside from the additional cost of inspection and supervision, would be difficult to ascertain. Accordingly, the parties to the Contract agree that the liquidated damages for those items of damage not otherwise provided for by this Contract, for each and every day that the time consumed in completing the work provided for in these construction documents exceeds the time(s) allowed therefore, shall be the amount(s) stated below per day, including Saturdays, Sundays, and legal holidays. The parties specifically agree that the liquidated damages provided for herein do not constitute a penalty. Furthermore, since the additional cost of inspection and supervision arising from a delay is not difficult to ascertain, it is agreed that the Contractor shall pay, in addition to the liquidated damages provided for herein, all expenses for inspection and supervision occasioned by the failure of the Contractor to complete the work within the time(s) fixed for completion herein. The amount(s) of liquidated damages together with the additional costs for inspection and supervision occasioned by the Contractor's delay will be deducted and retained out of the monies payable to the Contractor. If not so deducted, the Contractor and sureties for the Contractor shall be liable therefore. The amount of liquidated damages to be assessed for each calendar day that Substantial Completion is delayed beyond the

required date of Substantial Completion shall be \$ [ insert ] per day. The amount of liquidated damages to be assessed for each calendar day that Final Acceptance is delayed beyond the required date of Final Acceptance shall be ( 25% OF LIQUIDATED DAMAGES) per day.

## **XII. FORCE MAJEURE**

- A. The Contractor specifically agrees that all work performed under the terms and conditions of this Contract shall be completed within the time limits as set forth herein, or as otherwise identified in the City's purchase order or specified by the City's Department Head, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Contract arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

## **XIII. OBLIGATIONS OF THE CITY**

- A. City shall designate a Department Head or other person to act as City's representative with respect to this Agreement. Such person will have authority to transmit instructions, receive information, and interpret and define City's policies and decisions regarding the scope of services.
- B. City shall furnish to Contractor all applicable information and technical data in City's possession or control reasonably requested by Contractor for the proper performance of the Services.
- C. The City's Designated representative will do all things necessary to properly administer the terms and conditions of this Agreement, including, but not limited to: 1. Review of all Contractor payment requests for approval or rejection. 2. Periodic reviews of the work of the Contractor as necessary for the completion of the Contractor's services during the period of this Agreement.
- D. The City shall not provide any services to the Contractor in connection with any claim brought on behalf of or against the Contractor.

## **XIV. TERMINATION**

- A. The City shall have the right at any time upon thirty (30) calendar day's written notice to the Contractor to terminate the services of the Contractor. The City shall pay to the Contractor and the Contractor shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.
- B. Any failure of the Contractor to satisfy the requirements of this Contract, as documented by the Department Head, shall be considered a default of the Contract and sufficient reason for termination. 1. For defaults that are curable (as determined by the City), the Contractor shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification. 2. For defaults that are not curable (as determined by the City), notice of the termination date shall be given as deemed appropriate by the City.
- C. In the event the City's termination of this Contract for default is in any way deficient, at the option of the City such termination shall be deemed to be a termination for convenience pursuant to Section XIV(A) above.

- D. The parties may mutually agree to terminate this Contract. Such termination shall be evidenced by a notice issued by the City. The City shall pay to the Contractor and the Contractor shall accept as payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.
- E. In the event that the Contractor has abandoned performance under this Contract, then the City may terminate this Contract upon three (3) calendar day's written notice to the Contractor indicating its intention to do so. Payment for work performed prior to the Contractor's abandonment shall be as stated above. Contractor shall have one hundred and eighty (180) days to submit invoices. Invoices submitted after one hundred and eighty (180) days may not be accepted for payment.
- F. The Contractor shall have the right to terminate services only in the event of the City failing to pay the Contractor's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Department Head, or if the Project is suspended by the City for a period greater than ninety (90) calendar days.
- G. After consultation with and written Notice to the Contractor providing a reasonable opportunity to cure, the City shall have the right to refuse to make payment, in whole or part due to: 1. The quality of a portion, or all, of the Contractor's work not performed in accordance with the requirements of this Contract; 2. The quantity of the Contractor's work not delivered or performed as represented in the Contractor's Payment Request, or otherwise; 3. Claims made, or likely to be made, against the City, or its property; 4. Damages to the City or a third party caused by Contractor; 5. The Contractor's failure or refusal to perform any other obligation under this Contract.

## **XV. DISPUTE RESOLUTION**

- A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Mobile City, Alabama, with the parties sharing equally in the cost of such mediation.
- B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Mobile City, Alabama, or where proper subject matter jurisdiction exists in the United States District Court for the Southern District of Alabama. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- D. Contractor agrees to waive all rights to trial by jury for any litigation undertaken concerning this Agreement
- E. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Alabama without regard to its conflict of laws principles.



- F. Unless otherwise agreed in writing, the Contractor shall be required to continue its services and all other obligations under this Agreement during the pendency of the claim or dispute, including, but not limited to, the actual period of mediation or judicial proceedings.

## **XVI. CONTRACTOR WARRANTY**

- A. Contractor shall provide a minimum two (2) years warranty from the date of substantial completion of all Labor and Materials for the Work covered by this contract, unless otherwise specified. Labor and Material warranties required by other sections of the construction document shall not conflict with this provision. The most stringent warranty provision shall apply
- B. Best Management Practices (BMPs): The Contractor shall be responsible for providing, implementing and maintaining BMPs for sediment and erosion control in full compliance with all applicable Local, State and Federal Codes and Ordinances throughout the contract period. All Work shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control Storm water Management on Construction sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Storm water Management and Flood Control. All Wastewater with oils, grease, paint, mortar, etc., shall be properly contained and disposed of.
- C. All products provided under this Contract shall be new and of the most suitable grade for the purpose intended.
- D. If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Contract, the Contractor shall pick up the product from the City at no expense to the City. The City reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. In such case, the Contractor shall refund to the City any money which has been paid for same.
- E. Contractor warrants that the products under normal use and service will be free from material defects in materials and workmanship. In the event Contractor's standard product warranty is for a period of time longer than that stated above, this warranty shall be extended to that longer duration.
- F. All services will be performed (i) by qualified personnel in a professional and workmanlike manner, consistent with industry standards, (ii) in accord with the performance specifications, scope of work and terms and conditions set forth in this agreement, (iii) with due care and in accord with applicable laws and regulations including all laws and regulations relating to the scope of work in the agreement, health, safety and the environment, fair labor practices, unlawful discrimination and immigration, and (iv) in accord with generally prevailing industry standards. Upon City providing notice to Contractor as set out in a reasonably detailed written notice to cure any non-conformance within thirty (30) days of occurrence, Contractor agrees to re-perform the services to achieve commercially reasonable conformance with this warranty.

## **XVII. SUSPENSION/STOP WORK ORDER**

- A. The City's Department Head, may at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Contractor. Upon receipt of such an order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Contractor shall not resume work unless specifically so directed in writing by the City. The Department Head shall take one of the following actions: 1. Cancel the stop work order; or 2. Terminate the work covered by the order; or 3. Terminate the Contract in accordance with provisions contained in Section XIV(A).
- B. In the event the City of Mobile determines not to direct the Contractor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XIV(A). The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the City does not direct the Contractor to resume work within ninety (90) days, the Contractor may terminate this Contract.

## **XVIII. NOTICES**

- A. The City of Mobile Authorized Agent, authorized to act on the City's behalf with respect to the Project is the Architectural Engineering Director.
- B. Any notices of any nature, whatsoever, including but not limited to notice of termination or default shall be sufficient if sent by parties via United States Certified mail, postage paid, or via nationally recognized delivery service, to the address listed below:

### **CITY:**

City of Mobile  
c/o Director, Architectural Engineering  
As: City's Authorized Agent  
P.O Box 1827  
Mobile, AL 36633-1827

### **CONTRACTOR:**

\_\_\_\_\_ [insert]  
c/o \_\_\_\_\_  
Contractor's Authorized Agent  
\_\_\_\_\_ [Insert Address]  
\_\_\_\_\_

### **CITY OF MOBILE – LEGAL:**

City of Mobile  
Legal Department  
P.O. Box 1827  
Mobile, AL 36633-1827

- C. Any change in the City's Department Head or the Contractor's Authorized Agent will be promptly communicated by the party making the change.

## **XIX. DEFAULT/ BREACH**

- A. Default. Default, for purposes of this contract, shall include, but is not limited to, any of the following: 1) failure to perform the work or provide the services in accordance with the terms of the contract, 2) failure to meet established deadlines or schedules, 3) substandard or non-compliant work or services, 4) failure to comply with applicable laws, regulations, or permits, including state and federal law, local ordinances and any federal grant requirements, 5) failure to make payments to subcontractors or suppliers, 6) failure to communicate adequately with the City regarding progress or issues, 7) unauthorized assignment or transfer of the contract without prior written consent from the City, 8) failure to correct deficiencies after receiving written notice from the City, 9) misrepresentation or falsification of information provided in contract proposals or during performance, 10) failure to maintain required insurance coverage, 11) use of unapproved subcontractors or failure to supervise subcontractors adequately, 12) unauthorized use of City property, equipment, or resources, 13) failure to comply with safety standards, resulting in hazardous conditions or accidents, 14) violation of confidentiality or data protection requirements outlined in the contract, 15) breach of warranties related to the quality, fitness, or compliance of goods or services provided, 16) failure to provide required reports, documentation, or certifications within specified timelines, 17) delays caused by inadequate staffing, equipment, or materials, 18) failure to replace defective or non-compliant materials or equipment within a reasonable time-frame, 19) violation of environmental regulations, including improper disposal of hazardous materials, 20) failure to cooperate with City inspectors, auditors, or other designated officials during site visits or reviews, 21) failing to comply with written directives from the City to correct specific issues or deficiencies, 22) subcontractor abandonment or unauthorized substitution of key personnel, 23) unauthorized cessation of work or delays caused by disputes with subcontractors, 24) breach of intellectual property rights, including unauthorized use of copyrighted or proprietary materials, 25) misuse of funds allocated for specific tasks or deliverables, 26) failure to meet minority, small business, or other subcontracting goals as specified in the contract, 27) failure to maintain adequate security measures for sensitive information or physical assets, 28) failure to address health and safety violations that result in injury or property damage, 29) providing false claims for payments, reimbursements, or change orders, 30) failing to meet requirements for workforce certifications or qualifications outlined in the contract, 31) failure to disclose debarment or loss of required license.

## **XX. EFFECT OF DEFAULT**

- A. Upon the occurrence of default, City shall have rights which include but are not limited to (i) the right to keep this Contract in effect and sue Contractor for all damages caused by the default and recover the cost thereof; (ii) the right to cure any such default by Contractor and to recover any damages caused thereby; and (iii) the right to terminate this Contract either as to the entire Project or part thereof, in either case by giving Contractor written notice of such termination. In the event of termination of this Agreement by the City because of the Contractor's default or breach, the City may take possession of all materials, equipment, tools, construction equipment, and machinery thereon owned by the Contractor and may finish the Project by whatever method and means City may select subject to its obligation to reasonably mitigate.

## **XXI. WITHHOLDING PAYMENT DUE**

- A. Default by Contractor shall excuse any obligation of City to pay compensation or sums otherwise due Contractor under the agreement. City may withhold any and all sums due if there has been a default or breach by Contractor of any provision of this agreement.

## **XXII. CURE PLAN**

- A. If Contractor fails to comply with any material provision of this agreement, the City may issue a written notice requiring Contractor to submit a corrective action plan (CAP) within such time as City directs. If Contractor fails to provide an acceptable CAP or does not cure the breach within the time frame specified, the City may invoke additional sanctions or terminate this Agreement.

## **XXIII. EFFECT OF DEFAULT ON FUTURE COMPETITIVE BIDDING**

- A. Failure by the Contractor to perform in accordance with the terms, conditions, and specifications of this agreement, including but not limited to failure to complete work within the specified time frame, failure to meet quality or safety standards, or abandonment of the project, and any other breach as defined herein, may be considered by City in evaluating the Contractor's status as a 'responsible bidder' as defined under Alabama law in future competitive bid determinations within the parameters of acceptable evaluation.

## **XXIV. PEER REVIEW/VALUE ENGINEERING**

- A. The City reserves the right to engage independent experts to conduct peer reviews or value engineering analyses of the Project at any stage. Contractor shall cooperate fully by providing necessary documentation and access. If the peer review identifies opportunities for cost savings or performance improvements without compromising safety or quality, Contractor shall implement such recommendations as directed by the City, subject to equitable adjustments if necessary.

## **XXV. ANTI-BOYCOTT**

- A. Contractor agrees it is not currently engaged in and will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade within the meaning of Alabama Code 41-16-5.

## **XXVI. NON-DISCRIMINATION**

- A. Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

## **XXVII. COMPLIANCE WITH IMMIGRATION LAW**

- A.** By signing this contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Pursuant to Alabama Code (1975) Section 31-13-9, if Contractor employs one or more employees within the State of Alabama, Contractor shall provide documentation establishing that Contractor is enrolled in the *E-Verify* program. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

## **XXVIII. MISCELLANEOUS**

- A.** This Agreement constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter. No Amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- B.** The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.
- C.** The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any third party.
- D.** Time is of the essence with regard to each and every aspect of the Contractor's performance under this Contract.
- E.** The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.
- F.** If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- G.** The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- H.** If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on each party.
- I.** The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- J.** Neither the City's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

- K.** Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- L.** In the event of conflicts or inconsistencies between the provisions of this agreement and those in any attachment or Exhibit hereto, then the provisions of this agreement will take precedence and be applicable, binding and enforceable.
- M.** Preparation of Agreement. All provisions of this Agreement have been subject to full and careful review by and negotiation between Contractor and City. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.
- N.** Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether verbal or written, of the parties pertaining to that subject matter.
- O.** Binding Effect. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.
- P.** Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.
- Q.** Amendment and Waiver. This Agreement may be amended, modified or supplemented only by a writing executed by each of the parties. Any party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving party. No action taken pursuant to this Agreement shall be deemed to constitute a waiver by that party of any other party's compliance with provisions of this Agreement. No waiver by any party of a breach of any provision of this Agreement shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.
- R.** Attorney's Fees and Costs. If the City is required to take legal action to enforce this contract, the contractor agrees to reimburse the City for all reasonable attorney's fees and associated costs incurred.
- S.** Non-Waiver of Rights. Failure by the City to enforce any provision of this contract shall not be deemed a waiver of its rights to enforce any other provision or the same provision in the future.
- T.** Sovereign Immunity. Nothing in this Agreement shall be construed as a waiver of any governmental, sovereign, or other immunity by the City, its officials, or employees. All defenses and limitations of liability provided by law remain fully applicable.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the day and year last written below.

**CONTRACTOR**

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

\_\_\_\_\_  
Printed Name and Title

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

State of \_\_\_\_\_ }  
County of \_\_\_\_\_ }

I, the undersigned Notary Public, in and for said county and state, hereby certify that \_\_\_\_\_ [Individual's Name] whose name as \_\_\_\_\_ [Title] of the \_\_\_\_\_ [LLC or Corporation's Name], a (LLC or corporation), is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

In witness whereof, I hereunto set my hand and official seal on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

Print \_\_\_\_\_

My commission expires: \_\_\_\_\_

(Seal)

**CITY OF MOBILE**

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

William S. Stimpson, Mayor

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

ATTEST:

\_\_\_\_\_  
City Clerk

## PERFORMANCE BOND

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

**KNOW ALL MEN BY THESE PRESENTS:** That the Contractor, \_\_\_\_\_, hereinafter called the Principal, and \_\_\_\_\_, hereinafter called the Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633**, hereinafter called the Owner, in the penal sum of \_\_\_\_\_ and no/100 Dollars (\$\_\_\_\_\_.00) for payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written Contract dated the \_\_\_\_\_ day of \_\_\_\_\_, 2025 entered into between the Principal and the City of Mobile for furnishing all labor, material, equipment and insurance and performing all Work required to properly complete City of Mobile, Harmon Recreation Center – Re-Roofing (PR-0057-23), 1611 Belfast Street, Mobile, Alabama 36605, a copy of which said Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

**NOW, THEREFORE**, the condition of this obligation is such that if the Principal shall faithfully perform the terms and conditions of the Contract in all respects on its part and shall fully pay all obligations incurred in connection with the performance of such Contract on account of labor and materials used in connection therewith, and all such other obligations of every form, nature and character, and shall save harmless the Owner from all and any liability of every nature, kind and character which may be incurred in connection with the performance or fulfillment of such Contract or other such and liability resulting from negligence or otherwise on the part of such Principal and further save harmless the Owner from all cost and damage which may be suffered by reason of the failure to fully and completely perform said contract and shall fully reimburse and repay the Owner for all expenditures of every kind, character, and description which may be incurred by the Owner in making good any and every default which may exist on the part of the Principal in connection with the performance of said Contract; and further that the Principal shall pay all lawful claims of all persons, firms, partnerships, or corporations for all labor performed and material furnished in connection with the performance of the Contract, and that the failure to do so with such persons, firms, partnerships or corporations shall give them a direct obligation; and provided, however, that no suit, action, or proceedings by reason of any default whatever shall be brought on this bond after two years from the date on which the final payment on the Contract falls due, and provided, further, that if any alterations or additions which may be made under the Contract, or in the work to be done under it, or the giving by the Owner of any extensions of time for the performance of the Contract or any other forbearance being expressly waived. This obligation shall remain in full force and effect until the performance of all covenants, terms and conditions herein stipulated and after such performance, it shall become null and void.

In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety. This Bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

### EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

#### CONTRACTOR AS PRINCIPAL

Company: \_\_\_\_\_  
(Corporate Seal)

By: \_\_\_\_\_  
(Signature)

Name and Title: \_\_\_\_\_

#### SURETY

Company: \_\_\_\_\_  
(Corporate Seal)

By: \_\_\_\_\_  
(Signature)

Name and Title: \_\_\_\_\_

Resident Agent: \_\_\_\_\_  
(Signature)

Name and Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

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

Phone and Fax: \_\_\_\_\_

Owner's Representative: Cassie Boatwright, Director  
AE Department  
PO Box 1827  
Mobile, AL 36633  
251-208-7454

Performance Bond



## LABOR AND MATERIAL PAYMENT BOND

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

**KNOW ALL MEN BY THESE PRESENTS:** That the Contractor, \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633** (hereinafter called the "Obligee") in the penal sum of \_\_\_\_\_ and no/100 (\$\_\_\_\_\_.00) lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, said Principal has entered into a certain Contract with said Oblige, dated the \_\_\_\_ day of \_\_\_\_\_, 2025, (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete City of Mobile, Harmon Recreation Center – Re-Roofing (PR-057-23), 1611 Belfast Street, Mobile, Alabama 36605, which, **THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH** that if said Principal and all subcontractors to whom any portion of work provided for in said Contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or additions to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on each bond, then the above obligations shall be void; otherwise to remain in full force and effect. **PROVIDED**, however, that this bond is subject to the following conditions and limitations.

- (a) Any person, firm or corporation that has furnished labor, materials or supplies for or in the prosecution of the work provided for in said contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding instituted in the County in which the work provided for in said Contract is to be performed or in any county in which said Principal and Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against said Principal and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.
- (b) The Principal and Surety hereby designate and appoint \_\_\_\_\_ **Attorney-In-Fact**, as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety. In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety.
- (c) The Surety shall not be liable hereunder for damage or compensation recoverable under any Workmen's Compensation or Employer's Liability Statute.
- (d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than two years after the final settlement of said Contract.
- (e) This bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

### EXECUTED IN FOUR (4) COUNTERPARTS.

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#### CONTRACTOR AS PRINCIPAL

Company: \_\_\_\_\_  
(Corporate Seal)

By: \_\_\_\_\_  
(Signature)

Name and Title: \_\_\_\_\_  
\_\_\_\_\_

#### SURETY

Company: \_\_\_\_\_  
(Corporate Seal)

By: \_\_\_\_\_  
(Signature)

Name and Title: \_\_\_\_\_  
\_\_\_\_\_

Resident Agent: \_\_\_\_\_  
(Signature)

Name and Title: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone and Fax: \_\_\_\_\_

Owner's Representative: Cassie Boatwright, Director  
AE Department  
PO Box 1827  
Mobile, AL 36633  
251-208-7454

Labor and Material Payment Bond

EXHIBIT A: SCOPE OF SERVICES

EXHIBIT B: PROJECT SCHEDULE

EXHIBIT C: FEE SCHEDULE

EXHIBIT D: CITY INSURANCE [REQUIRED]

EXHIBIT E: E-VERIFY DOCUMENTS [IF APPLICABLE]

EXHIBIT F: BIDDING AND CONTRACT REQUIREMENT DOCUMENTS

## PERFORMANCE BOND

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**NOW, THEREFORE**, the condition of this obligation is such that if the Principal shall faithfully perform the terms and conditions of the Contract in all respects on its part and shall fully pay all obligations incurred in connection with the performance of such Contract on account of labor and materials used in connection therewith, and all such other obligations of every form, nature and character, and shall save harmless the Owner from all and any liability of every nature, kind and character which may be incurred in connection with the performance or fulfillment of such Contract or other such and liability resulting from negligence or otherwise on the part of such Principal and further save harmless the Owner from all cost and damage which may be suffered by reason of the failure to fully and completely perform said contract and shall fully reimburse and repay the Owner for all expenditures of every kind, character, and description which may be incurred by the Owner in making good any and every default which may exist on the part of the Principal in connection with the performance of said Contract; and further that the Principal shall pay all lawful claims of all persons, firms, partnerships, or corporations for all labor performed and material furnished in connection with the performance of the Contract, and that the failure to do so with such persons, firms, partnerships or corporations shall give them a direct obligation; and provided, however, that no suit, action, or proceedings by reason of any default whatever shall be brought on this bond after two years from the date on which the final payment on the Contract falls due, and provided, further, that if any alterations or additions which may be made under the Contract, or in the work to be done under it, or the giving by the Owner of any extensions of time for the performance of the Contract or any other forbearance being expressly waived. This obligation shall remain in full force and effect until the performance of all covenants, terms and conditions herein stipulated and after such performance, it shall become null and void.

In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety. This Bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

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Company: \_\_\_\_\_  
(Corporate Seal)

By: \_\_\_\_\_  
(Signature)

Name and Title: \_\_\_\_\_

#### SURETY

Company: \_\_\_\_\_  
(Corporate Seal)

By: \_\_\_\_\_  
(Signature)

Name and Title: \_\_\_\_\_

Resident Agent: \_\_\_\_\_  
(Signature)

Name and Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

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

Phone and Fax: \_\_\_\_\_

Owner's Representative: Cassie Boatwright, Director  
AE Department  
PO Box 1827  
Mobile, AL 36633  
251-208-7454

Performance Bond

## LABOR AND MATERIAL PAYMENT BOND

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**WHEREAS**, said Principal has entered into a certain Contract with said Obligee, dated the \_\_\_\_ day of \_\_\_\_\_, 2025, (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete City of Mobile, Harmon Recreation Center – Re-Roofing (PR-057-23), 1611 Belfast Street, Mobile, Alabama 36605, which, **THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH** that if said Principal and all subcontractors to whom any portion of work provided for in said Contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or additions to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on each bond, then the above obligations shall be void; otherwise to remain in full force and effect. **PROVIDED**, however, that this bond is subject to the following conditions and limitations.

- (a) Any person, firm or corporation that has furnished labor, materials or supplies for or in the prosecution of the work provided for in said contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding instituted in the County in which the work provided for in said Contract is to be performed or in any county in which said Principal and Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against said Principal and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.
- (b) The Principal and Surety hereby designate and appoint \_\_\_\_\_ **Attorney-In-Fact**, as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety. In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety.
- (c) The Surety shall not be liable hereunder for damage or compensation recoverable under any Workmen's Compensation or Employer's Liability Statute.
- (d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than two years after the final settlement of said Contract.
- (e) This bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

### EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this \_\_\_\_ day of \_\_\_\_\_, 2025

#### CONTRACTOR AS PRINCIPAL

Company: \_\_\_\_\_  
(Corporate Seal)

By: \_\_\_\_\_  
(Signature)

Name and Title: \_\_\_\_\_  
\_\_\_\_\_

#### SURETY

Company: \_\_\_\_\_  
(Corporate Seal)

By: \_\_\_\_\_  
(Signature)

Name and Title: \_\_\_\_\_  
\_\_\_\_\_

Resident Agent: \_\_\_\_\_  
(Signature)

Name and Title: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone and Fax: \_\_\_\_\_

Owner's Representative: Cassie Boatwright, Director  
AE Department  
PO Box 1827  
Mobile, AL 36633  
251-208-7454

Labor and Material Payment Bond

Company ID Number:

Approved by:

Employer	
Name (Please Type or Print)	
Signature	Date
Department of Homeland Security, Division	
Name (Please Type or Print)	Title
Signature	Date

Company ID Number:

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	
Company Facility Address	
Company Alternate Address	
County or Parish	
Employer Identification Number	
North American Industry Classification Systems Code	
Parent Company	
Number of Employees	
Number of Sites Verified for	

# APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF

PAGES

TO OWNER City of Mobile  
P. O. Box 1827  
Mobile, AL 36633-1827

PROJECT:

APPLICATION NO:

Distribution to:

<input type="checkbox"/>	OWNER
<input type="checkbox"/>	ARCHITECT
<input type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	
<input type="checkbox"/>	

PERIOD TO:

FROM CONTRACTOR:

VIA ARCHITECT:

PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

- |   |    |       |
|---|----|-------|
| 1. ORIGINAL CONTRACT SUM  | \$ | _____ |
| 2. Net change by Change Orders  | \$ | _____ |
| 3. CONTRACT SUM TO DATE (Line 1 ± 2)                                      | \$ | _____ |
| 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)                    | \$ | _____ |
| 5. RETAINAGE:   |    |       |
| a. _____ % of Completed Work (Column D + E on G703)                       | \$ | _____ |
| b. _____ % of Stored Material (Column F on G703)                          | \$ | _____ |
| Total Retainage (Lines 5a + 5b or Total in Column I of G703)              | \$ | _____ |
| 6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)                 | \$ | _____ |
| 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) | \$ | _____ |
| 8. CURRENT PAYMENT DUE  | \$ | _____ |
| 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)            | \$ | _____ |

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

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

State of: \_\_\_\_\_ County of: \_\_\_\_\_  
Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_  
Notary Public:  
My Commission expires: \_\_\_\_\_

## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED . . . . . \$ \_\_\_\_\_

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)  
ARCHITECT:

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

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

## CONTINUATION SHEET

*AIA DOCUMENT G703*

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:

APPLICATION DATE:

PERIOD TO:

ARCHITECT'S PROJECT NO:

[illegible]

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity



OFFICE OF SUPPLIER DIVERSITY  
**CITY OF MOBILE**  
DBE Compliance  
DBE UTILIZATION REPORT

Return to Office of Supplier Diversity  
Via email: [archnique.kidd@cityofmobile.org](mailto:archnique.kidd@cityofmobile.org)  
or  
P.O. Box 1948  
Mobile, AL 36633

CONTRACTOR:		Certified DBE:	YES	NO	Contract Start Date:
DESCRIPTION:					Estimated Completion Date:
This report is for the month of: (CHECK ONE):		JAN FEB MARCH	APR MAY JUNE	JULY AUG SEPT	OCT NOV DEC FINAL _____
Original Contract Amount	Total Amount of Contract Changes (change orders or amendments)	Final Contract Amount (include contract changes)		Payments to Date from City of Mobile	OFFICE USE ONLY (Verification)
\$	\$	\$		\$	
<b>Instructions:</b> List all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. List actual amount paid to each DBE firm. If the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation.					
DBE SUBCONTRACTOR	DBE DESCRIPTION OF WORK	DBE SUBCONTRACT AMOUNT	DBE PAYMENTS THIS REPORT	PAYMENTS TO DATE	OFFICE USE ONLY (Verification)
		\$	\$	\$	
		\$	\$	\$	
		\$	\$	\$	
		\$	\$	\$	
TOTALS		\$	\$	\$	

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY CITY OF MOBILE OFFICE OF SUPPLIER DIVERSITY PERSONNEL AT ANY TIME.

PRINT NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_  
(Title)

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



# AIA® Document G704® – 2017

## Certificate of Substantial Completion

**PROJECT:** *(name and address)*

**OWNER:** *(name and address)*

City of Mobile  
P.O. Box 1827  
Mobile, Alabama 36633

**CONTRACT INFORMATION:**

Contract For:  
Date:

**ARCHITECT:** *(name and address)*

**CERTIFICATE INFORMATION:**

Certificate Number:  
Date:

**CONTRACTOR:** *(name and address)*

The Work identified below has been reviewed and found, to the Architect's best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated below is the date established by this Certificate.

*(Identify the Work, or portion thereof, that is substantially complete.)*

Substantial Completion <Project Full Name>

**ARCHITECT** *(Firm Name)*

**SIGNATURE**

**PRINTED NAME AND TITLE**

**DATE OF SUBSTANTIAL COMPLETION**

### WARRANTIES

The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

*(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)*

### WORK TO BE COMPLETED OR CORRECTED

A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:  
*(Identify the list of Work to be completed or corrected.)*

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within thirty (30) days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected:

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:

*(Note: Owner's and Contractor's legal and insurance counsel should review insurance requirements and coverage.)*

Per the Contract Documents, the Contractor shall be responsible for damages to the Work and providing all Insurance required under the AIA A101-Agreement Between Owner and the Contractor for a Stipulated Sum, Article 8.5.1, until Final Payment. The Contractor shall also be responsible for labor and materials as required to provide repairs to the work for one calendar year following the substantial completion date. The Owner shall be responsible for general security and utilities at the facility.

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

**CONTRACTOR** *(Firm Name)*

**SIGNATURE**

**PRINTED NAME AND TITLE**

**DATE**

City of Mobile  
Architectural Engineering

Carleen Stout, Deputy Director

**OWNER** *(Firm Name)*

**SIGNATURE**

**PRINTED NAME AND TITLE**

**DATE**

**AIA**<sup>®</sup>**Document G706™ – 1994****Contractor's Affidavit of Payment of Debts and Claims****PROJECT:** *(Name and address)***ARCHITECT'S PROJECT NUMBER:****OWNER:** ☐**ARCHITECT:** ☐**CONTRACTOR:** ☐**SURETY:** ☐**OTHER:** ☐**TO OWNER:** *(Name and address)***CONTRACT FOR:** General Construction**CONTRACT DATED:****STATE OF:**  
**COUNTY OF:**

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

**EXCEPTIONS:****SUPPORTING DOCUMENTS ATTACHED HERETO:**

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose

Indicate Attachment ☐ Yes ☒ No**CONTRACTOR:** *(Name and address)***BY:***(Signature of authorized representative)**(Printed name and title)*

*The following supporting documents should be attached hereto if required by the Owner:*

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens (AIA Document G706A).

Subscribed and sworn to before me on this date:

Notary Public:

My Commission Expires:



# AIA<sup>®</sup> Document G706A<sup>™</sup> – 1994

## Contractor's Affidavit of Release of Liens

PROJECT: <i>(Name and address)</i>	ARCHITECT'S PROJECT NUMBER:	OWNER: <input type="checkbox"/>
	CONTRACT FOR: General Construction	ARCHITECT: <input type="checkbox"/>
TO OWNER: <i>(Name and address)</i>	CONTRACT DATED:	CONTRACTOR: <input type="checkbox"/>
		SURETY: <input type="checkbox"/>
		OTHER: <input type="checkbox"/>

STATE OF:  
COUNTY OF:

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

### EXCEPTIONS:

#### SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: *(Name and address)*

BY:

\_\_\_\_\_  
*(Signature of authorized representative)*

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

Subscribed and sworn to before me on this date:

Notary Public:

My Commission Expires:



# AIA<sup>®</sup> Document G707<sup>™</sup> – 1994

## Consent Of Surety to Final Payment

PROJECT: *(Name and address)*

ARCHITECT'S PROJECT NUMBER:

OWNER: ☐

CONTRACT FOR: General Construction

ARCHITECT: ☐

TO OWNER: *(Name and address)*

CONTRACT DATED:

CONTRACTOR: ☐

SURETY: ☐

OTHER: ☐

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the  
*(Insert name and address of Surety)*

on bond of

*(Insert name and address of Contractor)*

, SURETY,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the  
Surety of any of its obligations to  
*(Insert name and address of Owner)*

, CONTRACTOR,

as set forth in said Surety's bond.

, OWNER,

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date:  
*(Insert in writing the month followed by the numeric date and year.)*

\_\_\_\_\_  
*(Surety)*

\_\_\_\_\_  
*(Signature of authorized representative)*

Attest:  
*(Seal):*

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



**CITY OF MOBILE, AL**  
**VENDOR INFORMATION FORM**

***Company Information:***

1. City Vendor Number:

2. Name of Company:

3. Company D.B.A. Name, if any:

4. Mailing Address:

5. Remittance Address:

6. Telephone:

7. Fax

8. Main Email:

***Primary Contact:***

9. Contact Name and Title:

10. Contact Phone:

11. Contact Fax:

12. Contact Email:

***Alternate Contact (if applicable):***

13. Alt. Contact Name and Title:

14. Alt. Contact Phone:

15. Alt. Contact Fax:

16. Alt. Contact Email:

***City of Mobile Business License Information:***

17. City of Mobile Business License No. (if required):

*Please attach additional sheets if necessary.*

## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:

☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

				-			-				
--	--	--	--	---	--	--	---	--	--	--	--

Employer identification number

				-							
--	--	--	--	---	--	--	--	--	--	--	--

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign  
Here

Signature of  
U.S. person ▶

Date ▶

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

SECTION 00700

GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION,  
AIA DOCUMENT A201 - 2007

**PART 1 GENERAL**

This section includes the GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, AIA Document A-201, that is to be used for this Project. The document has been electronically modified to meet the City of Mobile's requirements and shall be used for the project.



SECTION 01010  
SUMMARY OF THE WORK

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Summary of Work: Contract, contractor use of premises.
- B. Contract Considerations: Contingency allowance, schedule of values, applications for payment, change procedures, alternates.
- C. Coordination and Meetings: Coordination, field engineering, cutting and patching, meetings, progress meetings, examination, preparation.
- D. Submittals: Submittal procedures, construction progress schedules, proposed products list, shop drawings, product data, samples, manufacturers' installation instructions, manufacturers' certificates.
- E. Quality Control: Quality assurance - control of installation, Tolerances, References, Mock-ups, Manufacturers' field services and reports.
- F. Construction Facilities and Temporary Controls: Electricity, temporary lighting for construction purposes, heat, temporary ventilation, telephone service, water service, temporary sanitary facilities, barriers and fencing, exterior enclosures, protection of installed work, security, access roads, parking, progress cleaning and waste removal, project identification, field offices and sheds, removal of utilities, facilities, and controls.
- G. Material and Equipment: Products, transportation, handling, storage, and protection, products options, substitutions.
- H. Contract Closeout: Contract closeout procedures, final cleaning, adjusting, project record documents, operation and maintenance data, spare parts and maintenance materials, warranties.

1.2 CONTRACT

A. EXISTING ROOF CONSTRUCTION:

**GYMNASIUM (ROOF AREA "A" – APPROX. 11,165 SQ. FT.)**

- Steel purlins with a 1/12 slope from center to edges
- 8" batt insulation
- 2-1/2" galvanized metal deck (gauge unknown)
- 1" perlite insulation (confirm thickness)
- Modified bitumen roof membrane

**SCOPE OF THE WORK (GYMNASIUM ROOF) – ROOF RECOVER:**

Recover the roof system across the entire upper roof. This work will include the

following activities:

- a) Remove and dispose of the 4" cant on the wall adjacent to ROOF AREA "B".
- b) Remove the existing roof membrane and 1" insulation (confirm thickness) from the areas identified as wet in Roof Asset Management's 01/11/23 Infrared Scan (EXHIBIT 1); inspect for moisture damage beyond the limits shown on the Infrared Scan. Carefully document the total square footage off insulation to be replaced in order to determine the final quantities required, for reconciliation of Unit Prices upon completion of the project (see SECTION 01220: UNIT PRICES).
- c) Replace removed 1" insulation with 1" flat polyisocyanurate insulation. Subject to a pull test (arranged for by the Contractor, with a report provided to the City and to RAM), mechanically attach new flat 1/2" polyisocyanurate cover board through the insulation to the metal deck, using induction welding fasteners and plates. Remove and replace wet tapered insulation in the cricket adjacent to ROOF AREA "B" (see ROOF PLAN).
- d) Mechanically attach 1/2" cover board to the east face of CMU wall around ROOF AREA "B", using drive pins and disk plates.
- e) Fully adhere 60-mil PVC to cover board to the face of the CMU wall adjacent to ROOF AREA "B", using solvent-based adhesive (see **DETAIL XXXX**).
- f) Remove, dispose of, and replace all rotten or otherwise unsuitable wood blocking at roof edges. Carefully document the quantity of new blocking required, for subsequent reconciliation of Unit Prices (see SECTION 01220 – UNIT PRICES).
- g) Re-install and flash-in all roof-mounted equipment and accessories affected by the roofing process. Add blocking to increase curb height at any roof-mounted equipment where existing curb height does not meet minimum standards of the roof manufacturer.
- a) Attach a new 60-mil PVC roof membrane, using the induction welding method of attachment. (Note: all field welding shall be completed prior to the end of each day's application of membrane. Test welds shall be performed at membrane laps with test samples provided to the Owner, with the date and time of day for each test written on the sample. Test welds shall be performed no less than two (2) times per day – once before lunch and once after lunch, or in accordance with the manufacturer's recommendations.)
- h) Install new PVC-coated edge flashing and 24-gauge factory-coated clip-on fascia around perimeter of roof. Kynar color to be selected by the Owner from the manufacturer's full range of standard colors.
- i) Install all necessary terminations at perimeters, penetrations; roof drains flashings, curbs, etc., as required by the roofing manufacturer. All exposed termination bars shall be covered with new 24-gauge kynar-coated counterflashings and sealants at required locations. Kynar color to be selected by the Owner from the manufacturer's full range of standard colors.

**STAGE (ROOF AREA “B” – APPROX. 1,053 SQ. FT.)**

- Steel bar joists
- 3” Tectum deck (confirm thickness)
- Modified bitumen roof membrane

**SCOPE OF THE WORK (ROOF AREA “B”) – COMPLETE TEAR-OFF:**

Tear off and replace the built-up roof membrane across the entire roof. This work will include the following activities:

- a) Remove and dispose of the 4” cant around the interior perimeter of ROOF AREA “B”.
- b) Remove and dispose of the existing built-up roof membrane, and inspect the 3” thick (confirm thickness) Tectum deck. Remove and replace any wet or otherwise unsuitable Tectum deck. Carefully document the total square footage of Tectum deck to be replaced in order to determine the final quantities required, for reconciliation of Unit Prices upon completion of the project (see SECTION 01220: UNIT PRICES).
- c) Mechanically attach 1/2” cover board to the interior face of CMU walls around ROOF AREA “B”, using drive pins and cover plates (see **Detail XX/XX**).
- d) Subject to the results of a pull test (arranged for by the Contractor, with a report provided to the City and to RAM), fully adhere new flat 3” polyisocyanurate insulation and 1/2” cover board to the Tectum deck, using low-rise foam adhesive. Raise curb at exhaust vents and other roof-mounted equipment as required by roof manufacturer. Reduce thickness of insulation around roof drains and overflow scuppers to facilitate drainage of the roof surface.
- e) Fully adhere 60-mil PVC to the cover board at the inside face of parapet walls, using solvent-based adhesive, and terminate at the underside of the concrete parapet cap (see **Detail XX/XX**).
- f) Fully adhere a new 60-mil PVC roof membrane to the cover board, using low-rise adhesive.
- g) Install all necessary terminations at perimeters, penetrations; roof drains flashings, curbs, etc., as required by the roofing manufacturer. Cover all exposed termination bars with new 24-gauge kynar-coated counterflashings and sealants at required locations. Kynar color to be selected by the Owner from the manufacturer’s full range of standard colors.

**COMMUNITY CENTER (ROOF AREA “C” – APPROX. 520 SQ. FT.)**

- Steel bar joists
- 3” Tectum deck (confirm thickness)
- Modified bitumen roof membrane

**SCOPE OF THE WORK (ROOF AREA “C”) – ROOF RECOVER:**

Recover the roof system on this small area of the roof. This work will include the following activities:

- a) Remove and dispose of the 4" cant along the CMU wall adjacent to ROOF AREA "A".
- b) Remove the existing roof membrane from the areas identified as wet in Roof Asset Management's 01/11/23 Infrared Scan (EXHIBIT 1); inspect the Tectum deck for moisture and remove wet or otherwise unsuitable Tectum deck. Inspect for moisture damage beyond the limits shown on the Infrared Scan. Carefully document the total square footage of Tectum deck to be replaced in order to determine the final quantities required, for reconciliation of project costs upon completion of the project (see SECTION 01220: UNIT PRICES).
- c) Replace removed Tectum deck. Subject to a pull test (arranged for by the Contractor, with a report provided to the City and RAM), fully adhere new flat 1/2" polyisocyanurate cover board to the Tectum deck, using low-rise adhesive.
- d) Mechanically attach 1/2" cover board to the interior face of CMU wall adjacent to ROOF AREA "A", using drive pins and cover plates (see Detail XX/XX).
- e) Fully adhere 60-mil PVC to cover board at the inside face of parapet walls, using solvent-based adhesive.
- f) Pending a pull test (arranged for by the Contractor, with a report provided to the City and RAM), fully adhere new flat 1/2" polyisocyanurate cover board to the Tectum deck, using low-rise adhesive.
- g) Fully adhere a new 60-mil PVC roof membrane, using low-rise adhesive.
- h) Install new PVC-coated edge flashing and 24-gauge factory-coated clip-on fascia around perimeter of roof. Kynar color to be selected by the Owner from the manufacturer's full range of standard colors (see ROOF EDGE DETAIL 1/A-1).
- i) Install all necessary terminations at perimeters, penetrations; roof drains flashings, curbs, etc., as required by the roofing manufacturer. Raise curbs at roof-mounted equipment as required by the roof manufacturer. All exposed termination bars shall be covered with new 24-gauge kynar-coated counterflashings and sealants at required locations. Kynar color to be chosen by the Owner from the manufacturer's full range of standard colors.

**COMMUNITY CENTER (ROOF AREA "D" – APPROX. 4,553 SQ. FT.)**

- Steel bar joists
- 3" Tectum deck (confirm thickness)
- Modified bitumen roof membrane

**SCOPE OF THE WORK (ROOF AREA "D") – COMPLETE TEAR-OFF:**

Tear off and replace the roof system on this area of the roof. This work will include the following activities:

- j) Remove and dispose of the 4" cant along the CMU wall adjacent to ROOF AREAS "A", "B", and "C".
- k) Remove the existing roof membrane from the areas identified as wet in Roof Asset Management's 01/11/23 Infrared Scan (EXHIBIT 1); inspect the Tectum

deck for moisture and remove wherever deemed necessary. Inspect for the presence of moisture damage beyond the limits shown on the Infrared Scan. Carefully document the total square footage of Tectum deck to be replaced in order to determine the final quantities required, for reconciliation of Unit Prices upon completion of the project (see SECTION 01220: UNIT PRICES).

- l) Replace removed Tectum deck. Fully adhere two layers of tapered polyiso insulation (3" combined minimum thickness, tapered at 1/8" per foot), using low-rise foam adhesive. *(NOTE: the existing steel frame roof structure slopes at 1/8" per foot to the west and the north. The addition of tapered insulation at 1/8" per foot will increase the slope to 1/4" per foot, thereby improving drainage of the roof.)*
- m) Subject to a pull test (arranged for by the Contractor, with a report provided to the City and to RAM), fully adhere new flat 1/2" polyisocyanurate cover board to the Tectum deck, using low-rise adhesive.
- n) Mechanically attach 1/2" cover board to the interior face of the CMU walls adjacent to ROOF AREAS "A", "B", and "C", (see Detail XX/XX).
- o) Fully adhere 60-mil PVC to the cover board at the inside face of parapet walls, using solvent-based adhesive.
- p) Subject to a pull test (arranged for by the Contractor, with a report provided to the City and RAM), fully adhere new flat 1/2" polyisocyanurate cover board to the polyiso deck, using low-rise foam adhesive.
- q) Fully adhere a new 60-mil PVC roof membrane, using low-rise foam adhesive.
- r) Install new PVC-coated edge flashing around perimeter of gymnasium roof (see ROOF EDGE DETAIL XX/XX).
- s) Install all necessary terminations at perimeters, penetrations; roof drains flashings, curbs, etc., as required by the roofing manufacturer. All exposed termination bars shall be covered with new 24-gauge kynar-coated counterflashings and sealants at required locations. Kynar color to be chosen by the Owner from the manufacturer's full range of standard colors.

### 1.3 CONTRACTOR USE OF PREMISES

- A. Limit use of premises to allow continued Owner occupancy. All facilities shall remain in use during construction. Obey all Facility Regulations and coordinate access and schedule of work with Project Manager.
- B. The Contractor may work from dawn to dusk, seven days per week.

### 1.4 CONTINGENCY ALLOWANCE

- A. Include in the Contract the stipulated amount for use upon Owner's instruction.
- B. Contractor's costs for products, delivery, installation, labor, insurance, payroll, taxes, bonding, equipment rental, overhead and profit are included in Change or Field Orders authorizing expenditure of funds from this Contingency Allowance.

## 1.5 SCHEDULE OF VALUES

- A. Submit Schedule of Values on AIA Form G703 within five (5) calendar days of notification of project award.

## 1.6 APPLICATIONS FOR PAYMENT

- A. Submit two signed and notarized originals of each application on AIA Form G702 and AIA Form G703. Submit Lien Release Waivers, including from subcontractors and major suppliers, with each pay application.
- B. Content and Format: Utilize Schedule of Values, AIA Form G703, for listing items in Application for Payment.
- C. Attach completed City of Mobile DBE Compliance DBE UTILIZATION REPORT.
- D. Payment Period: Monthly, except for final payment of retainage after all Close Out documents are submitted and approved.

## 1.7 CHANGE ORDER PROCEDURES

- A. All contract changes involving a change in scope, payment and/or time shall be made by Change Order. Authorized uses of funds in the Contingency Allowance do not require a Change Order.
- B. Stipulated Sum/Price Change Order: Based on Proposal Request and Contractor's fixed price quotation or Contractor's request for a Change Order as approved by Owner.

## 1.8 COORDINATION

- A. Coordinate scheduling, submittals, and Work at the facility to ensure an efficient and orderly sequence and to facilitate the continued uninterrupted use of the Facility.
- B. Request Utility interruptions at least 72 hours in advance. Note that due to scheduling in the facility, utility interruptions must be approved.

## 1.9 FIELD ENGINEERING

- A. Establish elevations, lines, and levels and certify that elevations and locations of the Work conform to the Contract Documents. Verify existing conditions.
- B. Contractor shall field verify all measurements and quantities required for a complete installation.

## 1.10 PRECONSTRUCTION MEETINGS

- A. Owner will schedule a pre-construction meeting after contract award for all affected parties, including Roof Consultant, Contractor, Owner, and Manufacturer's field representative.

#### 1.11 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the Work at pre-approved intervals.
- B. Preside at meetings, record minutes, and distribute copies within two days to those affected by decisions made.

#### 1.12 CONSTRUCTION PROGRESS SCHEDULES

- A. Submit initial progress schedule in duplicate within five (5) calendar days after date of notice of award of project for Project Manager's review.
- B. Submit revised schedules with each Application for Payment, identifying changes since previous version. Indicate estimated percentage of completion for each item of Work at each submission.

#### 1.13 SHOP DRAWINGS

- A. Shop Drawings for Review: Submit to Project Manager/Engineer for review for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.
- B. Submit four copies for use by the owner plus the number of copies that Contractor requires. Electronic submittals may be acceptable with prior approval of the Project Manager and Engineer. Close Out documents shall include electronic and hard copies of all submittals.

#### 1.14 QUALITY ASSURANCE - CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with manufacturers' written instructions.
- C. Comply with specified standards as minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- D. Supply certification from manufacturer that the installed Work meets or exceeds all manufacturers' requirements.

#### 1.15 EXAMINATION

- A. Verify that existing site conditions and subsurfaces are acceptable for

subsequent Work. Beginning new Work means acceptance of existing conditions.

- B. Verify that utility services are available, of the correct characteristics, and in the correct location.

#### 1.16 PREPARATION

- A. Prepare surfaces prior to applying next material installation.

#### 1.17 TOLERANCES

- A. Monitor fabrication and installation tolerance control of installed Products over suppliers, manufacturers, Products, site conditions, and workmanship, to produce acceptable Work. Do not permit tolerances to accumulate. Comply fully with manufacturers' tolerances.

#### 1.18 REFERENCES

- A. Conform to reference standards by date of issue current as of date of Contract Documents.
- B. Should specified reference standard conflict with Contract Documents, request clarification from Project Manager before proceeding.

#### 1.19 ELECTRICITY

- A. Unless otherwise provided for, Contractor shall be allowed to utilize power from the facility in moderate amounts.
- B. Provide power outlets for construction operations, branch wiring, distribution boxes, and flexible power cords as required.

#### 1.20 TEMPORARY LIGHTING FOR CONSTRUCTION PURPOSES

- A. Provide and maintain temporary lighting for construction operations as may be required.
- B. Provide branch wiring from power source to distribution boxes with lighting conductors, pigtails, and lamps as required.

#### 1.21 WATER SERVICE

- A. Owner shall provide suitable potable water in moderate quantities without cost to the Contractor.

#### 1.22 TEMPORARY SANITARY FACILITIES

- A. The Contractor may not use sanitary facilities located within the facility, but



instead shall provide temporary sanitary facilities in a location to be selected with Owner input. Temporary facilities are to be maintained in a sanitary condition, including control of offensive odors.

#### 1.24 BARRIERS AND FENCING

- A. Provide barriers and fencing as needed to prevent unauthorized entry to equipment/materials storage areas and to protect existing facilities and adjacent properties from dust, debris and damage.

#### 1.25 PROTECTION OF INSTALLED WORK

- A. Protect installed Work and provide special protection where specified in individual specification sections. Prohibit unnecessary traffic or storage upon grass or paving surfaces.

#### 1.26 SECURITY

- A. Provide security and facilities to protect Work and existing facilities from unauthorized entry, vandalism, or theft.

#### 1.27 ACCESS ROADS & HAULING

- A. Maintain temporary access routes through the public thoroughfare and parking areas to serve the construction area as required without obstructing traffic or blocking access for facility staff or participants.
- B. Restore site to pre-construction condition. Fill ruts, repair damaged pavement, replace broken or damaged amenities, sod disturbed areas.

#### 1.28 PARKING

- A. Parking for Contractor's employees and construction vehicles will be provided within the parking lot across Antwerp Street from the building.

#### 1.29 PROGRESS CLEANING AND WASTE REMOVAL

- A. Collect and maintain work areas free of waste materials, debris, and rubbish on a daily basis. Maintain site in a clean and orderly condition. Provide refuse containers and dispose of construction debris legally off site. The Owner may request load tickets from landfills permitted to accept construction debris.

#### 1.30 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities and materials, prior to Substantial Completion review.
- B. Clean and repair damage caused by installation or use of temporary work.

- C.     Restore existing facilities used during construction to original condition.  
        Restore permanent facilities used during construction to specified condition.

### 1.31 PRODUCTS

- A. Products: Means new material, machinery, components, equipment, fixtures, and systems forming the Work, but does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work.

### 1.32 TRANSPORTATION, HANDLING, STORAGE AND PROTECTION

- A. Transport, handle, store, and protect Products in accordance with manufacturers' instructions.

### 1.33 SUBSTITUTIONS

- A. Products by One Manufacturer are named in this document, in order to have them match existing adjacent products and in order to have the entire roof qualify for the Manufacturer's 20-year NDL warranty. Whichever of the approved manufacturer's products are being used, this practice should be applied.

### 1.34 FINAL CLEANING

- A. Execute final cleaning prior to final inspection of work area.
- B. Clean debris from site and drainage systems.
- C. Remove waste and surplus materials, rubbish, and construction facilities from the facility and the site. Leave site in raked and smooth condition.

### 1.37 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of Contract Documents to be utilized only for record documents.
- B. Record actual revisions to the Work. Record information concurrent with construction progress.
- C. Specifications: Legibly mark and record at each Product section a description of actual Products installed.
- D. Record Documents and Shop Drawings: Legibly mark each item to record actual construction.
- E. Submit documents to Project Manager with claim for final Application for Payment.
- F. Submit 2 paper copies and 1 disc with pdf copies (pdf copies to be submitted in three ring binders) to include:
  - a. As built drawings and specifications
  - b. Approved submittals
  - c. Warrantees and guarantees

- d. Certificate of Occupancy or Letter of Completion from Permitting Department or other agencies, as applicable.

#### 1.37 WARRANTIES

- A. Product and Manufacturer's Warranties shall be provided per specifications.
- B. In addition, all materials and labor shall be warranted for a minimum of five (5) years after the date of Substantial Completion of the entire project. Contractor shall promptly repair all deficiencies within that time. A warranty inspection shall be scheduled by the Owner, with the Contractor and Owner's representative, before the end of the warranty period, in order to review the work and note deficiencies for the Contractor to correct. Said meeting may be waived if no deficiencies are noted.

PART 2      PRODUCTS  
Not Used.

PART 3      EXECUTION  
Not Used.

END OF SECTION

## SECTION 01210

### ALLOWANCES

#### PART 1 GENERAL

##### 1.1 RELATED DOCUMENTS

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

##### 1.2 SUMMARY

###### A. Allowances will be utilized to:

1. Defer selection of certain items until more information is available.
2. Provide for discretionary installation of materials where exact and specific conditions cannot be determined in advance.
3. Provide for the discretionary use of labor where tasks and time frames cannot be determined in advance.

###### B. Include in Total Bid a stipulated lump sum allowance amount as specified in this Section.

##### 1.3 ALLOWANCE

###### A. Include in the Total Base Bid a stipulated allowance(s) as indicated on the Bid Form for the use upon Owner's instruction. Upon Contractor inspection and Owner approval, any additional work that may be required, but not covered in the original Scope of Work (Base Scope Bid), shall be added to the scope, and costs charged against the Contingency Allowance. Contractor's cost for products, delivery, installation labor, insurance, payroll, bonding, equipment rental and overhead and profit will be included in the Allowances. Contractor's markups on allowances are limited to 10% for subcontractor's work and 15% for his own forces.

###### B. Use of Contingency Allowance(s) shall be approved in writing by the Owner before any materials are ordered or work performed.

###### C. Upon completion of the Work, any unused portion of the Allowances shall be credited back to the City of Mobile in the form of a Change Order.

###### D. Contractor shall provide a detailed proposal of the work with overhead and profit broken out. Such proposals shall include proposals from subcontractors, also showing their detailed proposal with overhead and profit broken out.

##### 1.4 SELECTION AND PURCHASE

###### A. Advise the Project Manager when final selection and purchase of any Allowance item must be complete to avoid delay.

## 1.5 SUBMITTALS

- A. Request for Use of Allowance: Submit proposals for approval that detail and break out costs for contractors and subcontractor's markups.
- B. After Use of Allowance: Submit invoices to show quantity delivered to the site for each allowance.

## PART 2 PRODUCTS

Not used

## PART 3 EXECUTION

### 3.1 INSPECTION

- A. Promptly inspect all Allowance items upon delivery. Immediately report any shortage, damage, or defects to Project Manager.

### 3.2 PREPARATION

- A. Coordinate materials and installation to assure that each item is integrated with related construction activities.

### 3.3 ALLOWANCE SCHEDULE

- A. Include as a Contingency Allowance the lump sum amount of twenty-five thousand and 00/100 Dollars (\$25,000.00).

END OF SECTION

## SECTION 01220

### UNIT PRICES

#### PART 1 GENERAL

##### 1.1 RELATED DOCUMENTS

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

##### 1.2 SUMMARY

- A. Section Includes:
  - 1. Measurement.
  - 2. Payment.

##### 1.3 UNIT PRICES

- A. Provide unit prices for items listed, for inclusion in Contract, guaranteed to apply for duration of Project as basis for additions to or deductions from Contract Sum.
- B. Actual quantities and measurements supplied or placed in the Work will determine payment. Contractor must document quantities involved with photographs and measurements, or **in some other manner satisfactory to the Owner.**
- C. Payment includes full compensation for all required labor, Products, tools, equipment, services, and incidentals, and for erection, application, or installation of an item of the Work.

#### PART 2 PRODUCTS Not used

#### PART 3 EXECUTION

##### 3.1 UNIT PRICE SCHEDULE

- A. Remove and replace (1) square foot of rusted or otherwise unsuitable galvanized metal deck (replace removed deck with 22-gauge galvanized metal deck).
  - 1. Unit of measure: Per Square Foot.
  - 2. Basis of payment:
    - a. Contract Sum to be based on quantities material provided and installed.
    - b. Provide for removal and replacement of 150 square feet of metal deck in the Base Bid.
    - c. Adjustments to Contract Sum will be made based on actual quantity of items provided to owner.
- B. Remove and replace (1) board foot of rotten or otherwise unsuitable treated wood blocking.

1. Unit of measure: Per Board Foot.
  2. Basis of payment:
    - a. Contract Sum to be based on quantities material provided and installed.
    - b. Provide for removal and replacement of 160 board feet of treated wood blocking in the Base Bid.
    - c. Adjustments to Contract Sum will be made based on actual quantity of items provided to owner.
- C. Remove and replace one (1) square foot of Tectum fiber roof deck.
1. Unit of measure: Per square foot or portion thereof.
  2. Basis of payment:
    - a. Contract Sum to be based on quantities of material provided and installed.
    - b. Adjustments to Contract Sum will be made based on actual quantity of items provided to owner.
    - c. Note: In the Base Bid, bidders are to plan for the supply and installation of 320 square feet of walkway pads.
- D. Remove and replace one (1) square foot of sodden 1" thick polyiso insulation.
1. Unit of measure: Per square foot or portion thereof.
  2. Basis of payment:
    - a. Contract Sum to be based on quantities of material provided and installed.
    - b. Adjustments to Contract Sum will be made based on actual quantity of items provided to owner.
    - c. Note: In the Base Bid, bidders are to plan for the supply and installation of 200 square feet of polyiso insulation.

END OF SECTION



## SECTION 01310

### PROJECT MANAGEMENT AND COORDINATION

#### PART 1 - GENERAL

##### 1.1 RELATED DOCUMENTS

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

##### 1.2 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
  - 1. General project coordination procedures.
  - 2. Administrative and supervisory personnel.
  - 3. Coordination drawings.
  - 4. Requests for Information (RFIs).
  - 5. Project meetings.
- B. Each contractor shall participate in coordination requirements. Certain areas of responsibility are assigned to a specific contractor.
- C. Related Sections:
  - 1. Division 1 Section "Execution Requirements"
  - 2. Division 1 Section "Project Record Drawings" for coordinating closeout of the Contract.

##### 1.3 DEFINITIONS

- A. RFI: Request from Owner, Architect, or Contractor seeking information from each other during construction.

##### 1.4 COORDINATION

- A. The contractor shall be responsible for coordinating all trades of his contract, Owners Contractors, coordinating construction sequences and schedules, and coordinating the actual installed location and interface of work.

- B. The Contractor shall supervise and direct the development of coordination drawings showing comprehensive coordination and integration of all Work of this project including, but not limited to, structural, architectural mechanical, plumbing, fire protection, electrical disciplines, and Owners Contractors.
- C. Coordination drawings are intended to assist Contractor and all trades during construction and may be used to supplement shop drawings, record drawings, and other required submittals.
- D. Coordination: Each contractor should supervise and direct construction operations with those of subcontractors and entities to ensure efficient and orderly installation of each part of the Work. Each contractor should coordinate its operations with operations, included in different Sections that depend on each other for proper installation, connection, and operation.
  - 1. Schedule construction operations in sequence are required to obtain the best results where the installation of one part of the Work depends on installation of other components, before or after its own installation.
  - 2. Coordinate installation of different components with other contractors to ensure maximum performance and accessibility for required maintenance, service, and repair.
  - 3. Make adequate provisions to accommodate items scheduled for later installation.
- E. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
  - 1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- F. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
  - 1. Preparation of Contractor's construction schedule.
  - 2. Preparation of the schedule of values.
  - 3. Installation and removal of temporary facilities and controls.
  - 4. Delivery and processing of submittals.
  - 5. Progress meetings.
  - 6. Pre-installation conferences.
  - 7. Project closeout activities.
  - 8. Startup and adjustment of systems.
  - 9. Project closeout activities.

## 1.5 KEY PERSONNEL

- A. Key Personnel Names: Within 5 days of Notice to Proceed, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home, office, and cellular telephone numbers and email addresses. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.

1. Post copies of the list at site. Keep list current at all times.

## 1.6 REQUESTS FOR INFORMATION (RFIs)

- A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
1. Architect will return RFIs submitted to Architect by other entities controlled by Contractor with no response.
  2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in the Contractor's work or the work of subcontractors.

## 1.7 PROJECT MEETINGS

- A. General: Attendance of subcontractors and superintendent at a weekly progress meeting is required.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

## SECTION 01330

### SUBMITTAL PROCEDURES

#### PART 1 GENERAL

##### 1.1 RELATED DOCUMENTS

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

##### 1.2 SUMMARY

- A. Section Includes:
  - 1. Submittal Procedure
  - 2. Submittal Schedule
  - 3. Shop Drawings
  - 4. Product Data
  - 5. Samples

##### 1.3 SUBMITTAL PROCEDURES

- A. Number each submittal with Project Manual specification Section number and sequential number within each section. Number resubmittals with original number and an alphabetic suffix.
- B. Identify Project, Contractor, Subcontractor or supplier, pertinent Drawing sheet and detail numbers, and specification Section number, as appropriate.
- C. Submit all submittals simultaneously for each Produce or Specification Section. Where multiple Products function as an assembly, group submittals for all related Products into single submittal.
- D. Project Manager will not review incomplete submittals.
- E. Apply Contractor's stamp, signed or initialed certifying that:
  - 1. Submittal was reviewed.
  - 2. Products, field dimensions, and adjacent construction have been verified.
  - 3. Information has been coordinated with requirements for Work and Contract Documents.
- F. Schedule submittals to expedite the Project, and deliver to Project Manager. Coordinate submittal of related items.
- G. For each submittal, allow 10 days for Project Manager's review, excluding delivery time to and from Contractor. Identify variations from Contract Documents and

Product or system limitations that may be detrimental to successful performance of completed Work.

- H. Revise and resubmit submittals when required; identify all changes made since previous submittals.
- I. Distribute copies of reviewed submittals to concerned parties and to Project Record Documents file. Instruct parties to promptly report any inability to comply with provisions.

#### 1.4 SUBMITTAL SCHEDULE

- A. Submit a submittal schedule showing all submittals proposed for project, including:
  - 1. Submittals for Review
  - 2. Closeout Submittals.
- B. Include for each submittal:
  - 1. Specification section number.
  - 2. Description of submittal.
  - 3. Type of submittal.
  - 4. Anticipated submittal date.
- C. Submit three (3) hard copies and one (1) PDF copy, concurrently.

#### 1.5 SHOP DRAWINGS

- A. Present information in clear and thorough manner.
- B. Identify details by reference to sheet and detail numbers or areas shown on Drawings.
- C. Reproductions of details contained in Contract Documents are not acceptable.
- D. Submit four (4) hard copies and one (1) PDF copy (concurrently). One hard copy and a PDF copy will be returned to Contractor for printing and distribution.

#### 1.6 PRODUCT DATA

- A. Mark each copy to identify applicable products, models, options, and other data.
- B. Supplement manufacturers' standard data to provide information unique to this Project.
- C. Submit 3 copies. Project Manager will return one copy to Contractor for printing and distribution.

## 1.7 SAMPLES

- A. Submit samples to illustrate functional and aesthetic characteristics of Products, with integral parts and attachment of devices. Coordinate sample submittals for interfacing work.
- B. Where so indicated, submit samples of finishes from the full range of manufacturers' standard colors, textures, and patterns for Project Manager's selection.
- C. Include identification for each sample, with full Project information.
- D. Project Manager will notify Contractor of approval or rejection of samples, or of selection of color, texture or pattern if full range is submitted.

END OF SECTION

## SECTION 01710 CLOSEOUT PROCEDURES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
  - 1. Substantial Completion procedures.
  - 2. Final completion procedures.
  - 3. Warranties.
  - 4. Final cleaning.
  - 5. Repair of the Work.

#### 1.3 ACTION SUBMITTALS

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

#### 1.4 CLOSEOUT SUBMITTALS

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

#### 1.5 MAINTENANCE MATERIAL SUBMITTALS

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

#### 1.6 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.

- B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
  2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, damage or settlement surveys, property surveys, and similar final record information.
  3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
  4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Architect. Label with manufacturer's name and model number.
    - a. Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section. Obtain Architect's signature for receipt of submittals.
  5. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
- C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
1. Advise Owner of pending insurance changeover requirements.
  2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
  3. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
  4. Complete final cleaning requirements.
  5. Touch up paint and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the Work will be completed and ready for final inspection. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate is issued.
1. Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.



2. Results of completed inspection will form the basis of requirements for final completion.

## 1.7 FINAL COMPLETION PROCEDURES

- A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:
  1. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
  2. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
  3. Submit final completion photographic documentation.
- B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
  1. Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.

## 1.8 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
  1. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
  2. Include the following information at the top of each page:
    - a. Project name.
    - b. Date.
    - c. Name of Architect.
    - d. Name of Contractor.
    - e. Page number.
  3. Submit list of incomplete items in the following format:
    - a. MS Excel electronic file. Architect will return annotated file.
    - b. PDF electronic file. Architect will return annotated file.

## 1.9 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where warranties are indicated to commence on dates other than

date of Substantial Completion, or when delay in submittal of warranties might limit Owner's rights under warranty.

- B. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.
- C. Warranty Electronic File: Provide warranties and bonds in PDF format. Assemble complete warranty and bond submittal package into a single electronic PDF file with bookmarks enabling navigation to each item. Provide bookmarked table of contents at beginning of document.
- D. Warranties in Paper Form:
  - 1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
  - 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
  - 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
- E. Provide additional copies of each warranty to include in operation and maintenance manuals.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.
  - 1. Important: storm water runoff from the Convention Center rooftop drains directly into Mobile Bay. If chemical cleansers of ANY KIND are used in the construction of the project, they cannot be allowed to enter the storm sewer system, but must instead be collected and disposed of offsite.

## PART 3 - EXECUTION

### 3.1 FINAL CLEANING

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

- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
  - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
    - a. Clean Project site, and grounds, in areas disturbed by construction and delivery activities, of rubbish, waste material, litter, and other foreign substances.
    - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
    - c. Remove tools, construction equipment, machinery, and surplus material from Project site.
    - d. Clean interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
    - e. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
    - f. Sweep concrete floors broom clean in unoccupied spaces.
    - g. Remove labels that are not permanent.
    - h. Wipe surfaces of mechanical and electrical equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
    - i. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
    - j. Retain first subparagraph below in environments with demanding HVAC system cleaning standards or for special contamination issues. Coordinate with the requirements of sustainable design requirements specified in Section Series 018113 "Sustainable Design Requirements." Below adds significantly to cleaning cost.
    - k. Leave Project clean and ready for occupancy.

### 3.2 REPAIR OF THE WORK

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

- a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.
2. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
3. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

END OF SECTION

## SECTION 01731 CUTTING AND PATCHING

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This section includes procedural requirements for cutting and patching.
- B. Definition: Cutting and patching includes cutting into existing construction to provide for the installation or performance of other work and subsequent fitting and repair required to restore surfaces to their original condition.
- C. Operational Limitations: Do not cut and patch operating elements, safety related systems, or related components in a manner that would result in reducing their capacity to perform as intended. Do not cut and patch operating elements, safety related systems or related components in a manner that would result in increased maintenance or decreased operational life or safety.

### PART 2 - PRODUCTS

#### 2.1 MATERIALS

- A. Use materials identical to existing materials to the maximum extent available.
- B. For exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.
- C. Use materials whose installed performance will equal or surpass that of existing materials.

### PART 3 - EXECUTION

#### 3.1 INSPECTION

- A. Before cutting, examine surfaces to be cut and patched and conditions under which cutting and patching is to be performed. If unsafe or unsatisfactory conditions are encountered, take corrective action before proceeding.
- B. Before proceeding with cutting and patching involving two or more trades, meet at the Project site with the entities providing or affected by the cutting and patching. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

### 3.2 PREPARATION

- A. Provide temporary support for work to be cut.
- B. Protect existing conditions during cutting and patching to prevent damage.
- C. Bypass in-service existing pipe, conduit, or ductwork scheduled to be removed or relocated before cutting.

### 3.3 PERFORMANCE

- A. Employ skilled workmen to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time and complete without delay.
- B. Cutting: Cut existing construction using methods that are least likely to damage elements retained and adjoining construction. Where possible, review proposed procedures with the original installer and comply with the original installer's recommendations.
  - 1. In general, use hand or small power tools designed for sawing or grinding, not for hammering and chopping.
  - 2. Cut through concrete and masonry using a cutting machine, such as a Carborundum saw or a diamond-core drill.
- C. Patching: Patch with durable seams that are as invisible as possible. Comply with specified tolerances.
  - 1. Where feasible, inspect and test patched areas to demonstrate integrity of the installation.
  - 2. Restore exposed finishes of patched areas and extend finish restoration into adjoining construction in a manner that will eliminate evidence of patching and refinishing.

### 3.4 CLEANING

- A. Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar items.

END OF SECTION

SECTION 017839  
PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for Project Record Documents, including the following:
  - 1. Record Drawings.
  - 2. Record Specifications.
  - 3. Record Product Data.
- B. See Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
- C. See Divisions 01 through 16 Sections for specific requirements for Project Record Documents of the Work in those Sections.

1.2 SUBMITTALS

- A. Record Drawings: Comply with the following:
  - 1. Number of Copies: Submit copies of Record Drawings as follows:
    - a. Final Submittal: Submit two sets of marked-up Record Prints, showing all dimensional locations, materials changes, any changes via addendum or change order. Pay particular attention to noting underground utilities.
- B. Record Specifications: Submit two copies of Project's Specifications, including addenda and contract modifications.
- C. Record Product Data: Submit two copies of each Product Data submittal.
- D. Submit PDF's of Record Drawings, Record Specifications, Record Change Orders, Requests for Proposal, Documentation of use of Allowances, Product and Contractor's Warranties, Product Test Reports, Final Surveys, Record Product Data, etc on 2 discs.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

- A. Record Prints: Maintain one set of blue- or black-line white prints of the Contract Drawings and Shop Drawings.

1. Preparation: Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.
    - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
    - b. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
  2. Mark the Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. If Shop Drawings are marked, show cross-reference on the Contract Drawings.
  3. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
  4. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
1. Record Prints: Organize Record Prints and newly prepared Record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
  2. Identification: As follows:
    - a. Project name.
    - b. Date.
    - c. Designation "PROJECT RECORD DRAWINGS."
    - d. Name of Architect and Engineer.
    - e. Name of Contractor.

## 2.2 RECORD SPECIFICATIONS

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



## 2.3 RECORD PRODUCT DATA

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

## 2.4 MISCELLANEOUS RECORD SUBMITTALS

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

# PART 3 - EXECUTION

## 3.1 RECORDING AND MAINTENANCE

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

END OF SECTION

## **SPECIAL PROJECT CONDITIONS**

1. Employee access to the roof will be on the exterior of the building (ladders, scaffold stairwells, motorized manlifts, etc.)
2. A security / safety meeting will be held between the owner, security personnel, the contractor, and any other interested parties to discuss the proper conduct and procedures for all employees prior to the start of the project. All employees must be identified and maintain good conduct at all times. Any employee acting in an unprofessional manner will be removed immediately and will not be allowed to return to the project site. (Note: Contractor's employees shall not enter the building unless in the case of an emergency. Owner's personnel must be notified if entry into the building will be required.)
3. The building will remain in operation during the roofing process. Any interruptive work (A/C disconnect / re-connect, etc.) must be coordinated with the owner prior to the beginning of the work. There shall be no interruption of service to the building during any scheduled event. Boom trucks, cranes, etc. must be staged in areas so the regular operation of the building is not compromised.
4. The contractor shall provide a safety "flag man" on the ground at all times during groundwork activities. This flag man shall be in addition to the crane / equipment operator and shall direct any foot or automobile traffic around or away from the groundwork area.
5. Any necessary mechanical, electrical, and/or plumbing work throughout the contract will be the responsibility of the contractor. The contractor will be responsible for scheduling and coordinating any required work with other trades. All work schedules must be approved by the owner.
6. The available work areas will be limited around the building. The contractor must ensure all walkways, roads, and grounds are clean and safe at all times. Any grounds (shrubs, grass, sidewalks, sprinkler systems, etc.) which are disturbed during the roofing process must be repaired and returned to their original status at no cost to the owner.
7. The contractor must ensure all entrances remain open throughout the project. The contractor will be required to provide covered walkways at entrances during any overhead work.
8. The contractor shall obtain a portable toilet to be located on the roof or at an area approved by the owner. Under no circumstances should any employee be allowed to use the toilet facilities inside the building.

END OF SECTION

SECTION 01010  
SUMMARY OF THE WORK

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Summary of Work: Contract, contractor use of premises.
- B. Contract Considerations: Contingency allowance, schedule of values, applications for payment, change procedures, alternates.
- C. Coordination and Meetings: Coordination, field engineering, cutting and patching, meetings, progress meetings, examination, preparation.
- D. Submittals: Submittal procedures, construction progress schedules, proposed products list, shop drawings, product data, samples, manufacturers' installation instructions, manufacturers' certificates.
- E. Quality Control: Quality assurance - control of installation, Tolerances, References, Mock-ups, Manufacturers' field services and reports.
- F. Construction Facilities and Temporary Controls: Electricity, temporary lighting for construction purposes, heat, temporary ventilation, telephone service, water service, temporary sanitary facilities, barriers and fencing, exterior enclosures, protection of installed work, security, access roads, parking, progress cleaning and waste removal, project identification, field offices and sheds, removal of utilities, facilities, and controls.
- G. Material and Equipment: Products, transportation, handling, storage, and protection, products options, substitutions.
- H. Contract Closeout: Contract closeout procedures, final cleaning, adjusting, project record documents, operation and maintenance data, spare parts and maintenance materials, warranties.

1.2 CONTRACT

- A. Summary of Work:  
Base Bid: The project shall include the replacement of the existing low sloped roof systems and associated flashing components throughout the Harmon Recreation Center per the project documents, existing conditions and manufacturer requirements.
- B. Contract Description: Stipulated sum.

1.3 CONTRACTOR USE OF PREMISES

- A. Limit use of premises to allow continued Owner occupancy. All facilities shall remain in use except the immediate work area for this project. Obey all Facility Regulations and coordinate access and schedule of work with Project Manager.
- B. See Special Project Conditions in Section 00410.

1.4 CONTINGENCY ALLOWANCE

- A. Include in the Contract the stipulated amount for use upon Owner's instruction.

- B. Contractor's costs for products, delivery, installation, labor, insurance, payroll, taxes, bonding, equipment rental, overhead and profit are included in Change or Field Orders authorizing expenditure of funds from this Contingency Allowance.

#### 1.5 SCHEDULE OF VALUES

- A. Submit Schedule of Values on AIA Form G703 within five (5) calendar days of notification of project award.

#### 1.6 APPLICATIONS FOR PAYMENT

- A. Submit two signed and notarized originals of each application on AIA Form G702 and AIA Form G703. Submit Lien Release Waivers, including from subcontractors and major suppliers, with each pay application.
- B. Content and Format: Utilize Schedule of Values, AIA Form G703, for listing items in Application for Payment.
- C. Payment Period: Monthly, except for final payment of retainage after all Close Out documents are submitted and approved.

#### 1.7 CHANGE ORDER PROCEDURES

- A. All contract changes involving a change in scope, payment and/or time shall be made by change order.
- B. Stipulated Sum/Price Change Order: Based on Proposal Request and Contractor's fixed price quotation or Contractor's request for a Change Order as approved by Owner.

#### 1.8 ALTERNATE BID ITEMS

- A. Alternates quoted on Bid Form, if any, will be reviewed and accepted in the order listed.
- B. Coordinate related Work and modify surrounding Work as required.
- C. Schedule of Alternates: Listed on bid form, as applicable.

#### 1.9 COORDINATION

- A. Coordinate scheduling, submittals, and Work at the facility to ensure an efficient and orderly sequence and to facilitate the continued uninterrupted use of the Facility.
- B. Request Utility interruptions at least 72 hours in advance. Note that due to scheduling in the facility, utility interruptions must be approved.

#### 1.10 FIELD ENGINEERING

- A. Establish elevations, lines, and levels and certify that elevations and locations of the Work conform to the Contract Documents. Verify existing conditions.
- B. Contractor shall field verify all measurements and quantities required for a complete installation.

#### 1.11 PRECONSTRUCTION MEETINGS

- A. Owner will schedule a pre-construction meeting after contract award for all affected parties.

#### 1.12 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the Work at pre-approved intervals.
- B. Preside at meetings, record minutes, and distribute copies within two days to those affected by decisions made.

#### 1.13 CONSTRUCTION PROGRESS SCHEDULES

- A. Submit initial progress schedule in duplicate within five (5) calendar days after date of notice of award of project for Project Manager's review.
- B. Submit revised schedules with each Application for Payment, identifying changes since previous version. Indicate estimated percentage of completion for each item of Work at each submission.

#### 1.14 SHOP DRAWINGS

- A. Shop Drawings for Review: Submit to Project Manager/Engineer for review for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.
- B. Submit four copies for use by the owner plus the number of copies that Contractor requires. Electronic submittals may be acceptable with prior approval of the Project Manager and Engineer. Close Out documents shall include electronic and hard copies of all submittals.

#### 1.15 QUALITY ASSURANCE - CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with manufacturers' written instructions.
- C. Comply with specified standards as minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- D. Supply certification from manufacturer that the installed Work meets or exceeds all manufacturers' requirements.

#### 1.16 EXAMINATION

- A. Verify that existing site conditions and subsurfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.
- B. Verify that utility services are available, of the correct characteristics, and in the correct location.

1.17 PREPARATION

- A. Prepare surfaces prior to applying next material installation.

1.18 TOLERANCES

- A. Monitor fabrication and installation tolerance control of installed Products over suppliers, manufacturers, Products, site conditions, and workmanship, to produce acceptable Work. Do not permit tolerances to accumulate. Comply fully with manufacturers' tolerances.

1.19 REFERENCES

- A. Conform to reference standards by date of issue current as of date of Contract Documents.
- B. Should specified reference standard conflict with Contract Documents, request clarification from Project Manager before proceeding.

1.20 ELECTRICITY

- A. Unless otherwise provided for, Contractor shall be allowed to utilize power from the facility in moderate amounts.
- B. Provide power outlets for construction operations, branch wiring, distribution boxes, and flexible power cords as required.

1.21 TEMPORARY LIGHTING FOR CONSTRUCTION PURPOSES

- A. Provide and maintain temporary lighting for construction operations as may be required.
- B. Provide branch wiring from power source to distribution boxes with lighting conductors, pigtails, and lamps as required.

1.22 WATER SERVICE

- A. Owner shall provide suitable potable water in moderate quantities without cost to the Contractor.

1.23 TEMPORARY SANITARY FACILITIES

- A. Contractor may not use sanitary facilities located at the facility in lieu of contractor provided temporary facilities. Contractor shall provide temporary sanitary facilities throughout construction.

1.24 BARRIERS AND FENCING

- A. Provide barriers and fencing as needed to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from dust, debris and damage.

1.25 PROTECTION OF INSTALLED WORK

- A. Protect installed Work and provide special protection where specified in individual specification sections. Prohibit traffic or storage upon grass or paving surfaces.

1.26 SECURITY

- A. Provide security and facilities to protect Work and existing facilities from unauthorized entry, vandalism, or theft.

1.27 ACCESS ROADS & HAULING

- A. Maintain temporary access routes through the public thoroughfare and parking areas to serve the construction area as required without obstructing traffic or blocking access for facility staff or participants. Provide drive pads as required.
- B. Restore site to pre-construction condition. Fill ruts, replace broken or damaged amenities, sod disturbed areas.

1.28 PARKING

- A. Arrange for temporary parking areas to accommodate construction personnel on site. Do not block traffic.

1.29 PROGRESS CLEANING AND WASTE REMOVAL

- A. Collect and maintain work areas free of waste materials, debris, and rubbish on a daily basis. Maintain site in a clean and orderly condition. Provide refuse containers and dispose of construction debris legally off site. The Owner may request load tickets from landfills permitted to accept construction debris.

1.30 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities and materials, prior to Substantial Completion review.
- B. Clean and repair damage caused by installation or use of temporary work.
- C. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

1.31 PRODUCTS

- A. Products: Means new material, machinery, components, equipment, fixtures, and systems forming the Work, but does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work.

1.32 TRANSPORTATION, HANDLING, STORAGE AND PROTECTION

- A. Transport, handle, store, and protect Products in accordance with manufacturers' instructions.

1.33 PRODUCT OPTIONS

- A. Products Specified by Naming One Manufacturer or equal: Products of manufacturer named approved as "Basis of Design". Equal alternate products to be approved by Owner as Substitutions. Submit product data as required in SUBSTITUTIONS.

#### 1.34 SUBSTITUTIONS

- A. Architect/Engineer will consider requests for Substitutions only within 10 days after date established in Notice to Proceed. For Pre-Bid approved Substitutions, submit request 7 calendar days or more before bid date with all back up data to show that all characteristics of the Basis of Design product are met with the substituted product or material.
- B. Document each request with complete backup data substantiating compliance of proposed Substitution with all characteristics of the materials specified in the Contract Documents.
- C. Submit three copies of request for Substitution for consideration. Limit each request to one proposed Substitution.
- D. Substitution shall indicate all product properties and show that they are equal to that Specified.
- E. Acceptance or Rejection of Pre-Bid Substitution Requests will be issued by Addendum.

#### 1.35 FINAL CLEANING

- A. Execute final cleaning prior to final inspection of work area. User may occupy portions of the work incrementally as the work is completed and accepted. Entire project to be ready for use by User once all areas of work are completed.
- B. Clean debris from site and drainage systems.
- C. Remove waste and surplus materials, rubbish, and construction facilities from the facility and the site. Leave site in raked and smooth condition.

#### 1.36 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of Contract Documents to be utilized only for record documents.
- B. Record actual revisions to the Work. Record information concurrent with construction progress.
- C. Specifications: Legibly mark and record at each Product section a description of actual Products installed.
- D. Record Documents and Shop Drawings: Legibly mark each item to record actual construction.
- E. Submit documents to Project Manager with claim for final Application for Payment.
- F. Submit 2 paper copies and 1 disc with pdf copies to include:
  - a. As built drawings and specifications
  - b. Approved submittals
  - c. Warrantees and guarantees
  - d. Certificate of Occupancy or Letter of Completion from Permitting Department or other agencies, as applicable.



### 1.37 WARRANTIES

- A. Product and Manufacturer's Warranties shall be provided per specifications.
- B. In addition, all materials and labor shall be warranted by the contractor for a minimum of five years after Substantial Completion of the entire project. Contractor to promptly repair all deficiencies within that time. A warranty inspection shall be scheduled by the Owner, with the Contractor and Owner's representative, before the end of the warranty period, in order to review the work and note deficiencies for the Contractor to correct. Said meeting may be waived if no deficiencies are noted.

END OF SECTION

## SECTION 01210 ALLOWANCES

### PART 1 GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Allowances will be utilized to:
  - 1. Defer selection of certain items until more information is available.
  - 2. Provide for discretionary installation of materials where exact and specific conditions cannot be determined in advance.
  - 3. Provide for the discretionary use of labor where tasks and time frames cannot be determined in advance.
- B. Include in Total Bid a stipulated lump sum allowance amount as specified in this Section.

#### 1.3 ALLOWANCE

- A. Include in the Total Base Quote a stipulated allowance(s) as indicated on the Quote Form for the use upon Owner's instruction. Upon Contractor inspection and Owner approval, any additional work that may be required, but not covered in the original Scope of Work (Base Scope Quote), shall be added to the scope and cost charged against the Contingency Allowance. Contractor's cost for products, delivery, installation labor, insurance, payroll, bonding, equipment rental and overhead and profit will be included in the Allowances. Contractor's markups on allowances are limited to 10% for subcontractor's work and 15% for his own forces.
- B. Use of Contingency Allowance(s) shall be approved in writing by the Owner before any materials are ordered or work performed.
- C. Upon completion of the Work, any unused portion of the Allowances shall be credited back to the City of Mobile in the form of a Change Order.
- D. Contractor shall provide a detailed proposal of the work with overhead and profit broken out. Such proposals shall include proposals from subcontractors, also showing their detailed proposal with overhead and profit broken out.

#### 1.4 SELECTION AND PURCHASE

- A. Advise the Project Manager when final selection and purchase of allowance item must be complete to avoid delay.

#### 1.5 SUBMITTALS

- A. Request for Use of Allowance: Submit proposals for approval that detail and break out costs for contractors and subcontractor's markups.
- B. After Use of Allowance: Submit invoices to show quantity delivered to the site for each allowance.

## PART 2 PRODUCTS

Not used

## PART 3 EXECUTION

### 3.1 INSPECTION

- A. Promptly inspect all Allowance items upon delivery. Immediately report any shortage, damage, or defects to Project Manager.

### 3.2 PREPARATION

- A. Coordinate materials and installation to assure that each item is integrated with related construction activities.

### 3.3 ALLOWANCE SCHEDULE

- A. Include as a Contingency Allowance the lump sum amount of Twenty-Five Thousand and xx/100 Dollars (\$25,000.00).

END OF SECTION

## SECTION 1220

### UNIT PRICES

#### PART 1 GENERAL

##### 1.1 RELATED DOCUMENTS

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

##### 1.2 SUMMARY

- A. Section Includes:
  - 1. Measurement.
  - 2. Payment.

##### 1.3 UNIT PRICES

- A. Provide unit prices for items listed, for inclusion in Contract, guaranteed to apply for duration of Project as basis for additions to or deductions from Contract Sum.
- B. Actual quantities and measurements supplied or placed in the Work will determine payment.
- C. Payment includes full compensation for all required labor, Products, tools, equipment, services, and incidentals, and for erection, application, or installation of an item of the Work.

#### PART 2 PRODUCTS Not used

#### PART 3 EXECUTION

##### 3.1 UNIT PRICE SCHEDULE

- A. Unit Price #1: The contractor shall replace existing deteriorated wood blocking materials with new wood blocking, per the specifications.
  - 1. Unit of measure: Per board foot.
- B. Unit Price #2: The contractor shall replace existing deteriorated steel decking materials with new steel decking, per the specifications.
  - 1. Unit of measure: Per square foot.
- C. Unit Price #3: The contractor shall replace existing wet insulation and/or roofing components, per the specifications.
  - 1. Unit of measure: Per square foot.
- D. Unit Price #4: The contractor shall replace existing deteriorated Tectum decking materials with new Tectum decking, per the specifications.
  - 1. Unit of measure: Per square foot.
- E. Basis of payment:
  - a. Contract Sum to be based on quantities of material provided and installed.
  - b. Adjustments to Contract Sum will be made based on actual quantity of items provided to owner.

END OF SECTION

## **METAL LADDERS (SCOPE OF WORK)**

### **A. Contractor Requirements:**

1. Replace all existing wall-mounted ladders with new OSHA approved ladders with platforms and handrails extending over the top of the parapet walls. **(Note: Any ladder extending more than 24 feet above the lower level will require a fall restraint system. The contractor will be responsible for measuring and ordering the correct size, type, and length wall ladders for each location.)**
2. The contractor shall comply with all OSHA standards. The OSHA standards are subject to change and such changes may affect the contractor in his performance under the contract. It is the contractor's responsibility to know such changes and effective dates of changes.
3. The contractor shall provide all license, permits, insurance, disposal fees, etc. required for the project.
4. Provide the Owner with a 5-year Contractor's Workmanship Guarantee.
5. Provide the Owner with a 5-year Manufacturer's Warranty.
6. See associated project specifications for additional details and information regarding the required work.

END OF SECTION

## **SECTION 05 51 33 - METAL LADDERS**

### **PART 1 GENERAL**

#### **1.1 SECTION INCLUDES**

- A. Fixed Ladder Systems:
  - 1. Standard fixed ladders
- B. Ladder Accessories:
  - 1. Ladder fall arrest system.
  - 2. Ladder security door.

#### **1.2 RELATED SECTIONS**

- A. Section 06 10 00 - Rough Carpentry.
- B. Section 07 54 19 – Polyvinylchloride Roofing

#### **1.3 REFERENCES**

- A. Occupational Safety and Health Administration of the United States (OSHA):
  - 1. OSHA 1910.23: Fixed Ladders.
  - 2. OSHA 1910.29: Fall Protection systems and falling object protection.
- B. American National Standards Institute (ANSI):
  - 1. ANSI A14.3: Ladders - Fixed - Safety Requirements.

#### **1.4 SUBMITTALS**

- A. Submit under provisions of Section 01 30 00 - Administrative Requirements.
- B. Product Data: Manufacturer's data sheets on each product to be used, including:
  - 1. Preparation instructions and recommendations.
  - 2. Storage and handling requirements and recommendations.
  - 3. Installation methods.
- C. Shop Drawings: Provide plan, section, elevation and perspective view drawings as necessary to depict appropriate installation procedures including location, mounting, attachment, and penetration flashing as applicable.

#### **1.5 QUALITY ASSURANCE**

- A. Manufacturer Qualifications: All primary products specified in this section will be supplied by a single manufacturer with a minimum of ten years' experience.
- B. Installer Qualifications: All products listed in this section are to be installed by a single installer with a minimum of five years demonstrated experience in installing products of the same type and scope as specified.

- C. Mock-Up: Provide a mock-up for evaluation of surface preparation techniques and application workmanship.
  - 1. Finish areas designated by Architect.
  - 2. Do not proceed with remaining work until workmanship, color, and sheen are approved by Architect.
  - 3. Rebuild mock-up area as required to produce acceptable work.

#### 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Store products in manufacturer's unopened packaging until ready for installation. Protect all components off the ground, away from standing water on a hard, level surface.

#### 1.7 PROJECT CONDITIONS

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's recommended limits.

#### 1.8 WARRANTY

- A. Warranty: At project closeout, submit an executed copy of the manufacturer's five year standard limited warranty against manufacturing defect, outlining its terms, conditions, and exclusions from coverage.

### PART 2 PRODUCTS

#### 2.1 MANUFACTURERS

- A. Basis of Design: Kattsafe, which is located at: 3921 Perry Blvd.; Whitestown, IN 46075; Toll Free Tel: 888-637-7872; Tel: 317-769-7710; Fax: 317-229 6451; Email: [request info \(sales@kattsafe.com\)](mailto:sales@kattsafe.com); Web: <https://www.kattsafe.com>
- B. Requests for substitutions will be considered in accordance with provisions of Section 01 60 00 - Product Requirements.

#### 2.2 LADDER TYPE

- A. Model RL32: Standard fixed ladder with parapet platform.
  - 1. Material: High tensile 6106-T6 aluminum, mill finish.
  - 2. Ladder Height: Fall protection required over 24 ft (7320 mm). See ' Ladder Fall Arrest System' under ' Ladder Accessories.'
  - 3. Ladder Width: 23-1/2 inches (597 mm). Walk-Through Width: 24 inches (610 mm).
  - 4. Ladder Weight: 6.4 lbs (2.9 kg) per 40 inch (1016 mm) section.
  - 5. Capacity: Unit shall support a 1000 lbs (453.6 kg) loading without failure, and individual treads shall withstand a 1000 lbs (453.6 kg) loading without failure.
  - 6. Performance Standard: Units designed and manufactured to meet or exceed OSHA 1910.23.

- B. Ladder Base Mounting and Walkway Mounting Kit:
  - 1. Off-floor mount fixing bracket, heavy duty wall fixing bracket for ladders mounted to the wall only.

## 2.3 FIXED LADDER ACCESSORIES

- A. Ladder Fall Arrest System:
  - 1. Model SL228.10: Arresta Shuttle locking device with energy absorbing lanyard (1 required per user).
  - 2. Model SL230F: Stainless steel (316) cable Specify wall height.
  - 3. Capacity: For single person use; 1400 lbs (635 kg) rated.
  - 4. Performance Standard: Units designed and manufactured to meet or exceed OSHA 1910.29 and ANSI A14.3.
- B. Model LD426: Ladder Security Door. Aluminum security door to prevent unauthorized access. 84 x 25-1/2 inches (2134 x 648 mm).

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Do not begin installation until substrates have been properly prepared.
- B. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

### 3.2 PREPARATION

- A. Clean surfaces thoroughly prior to installation.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

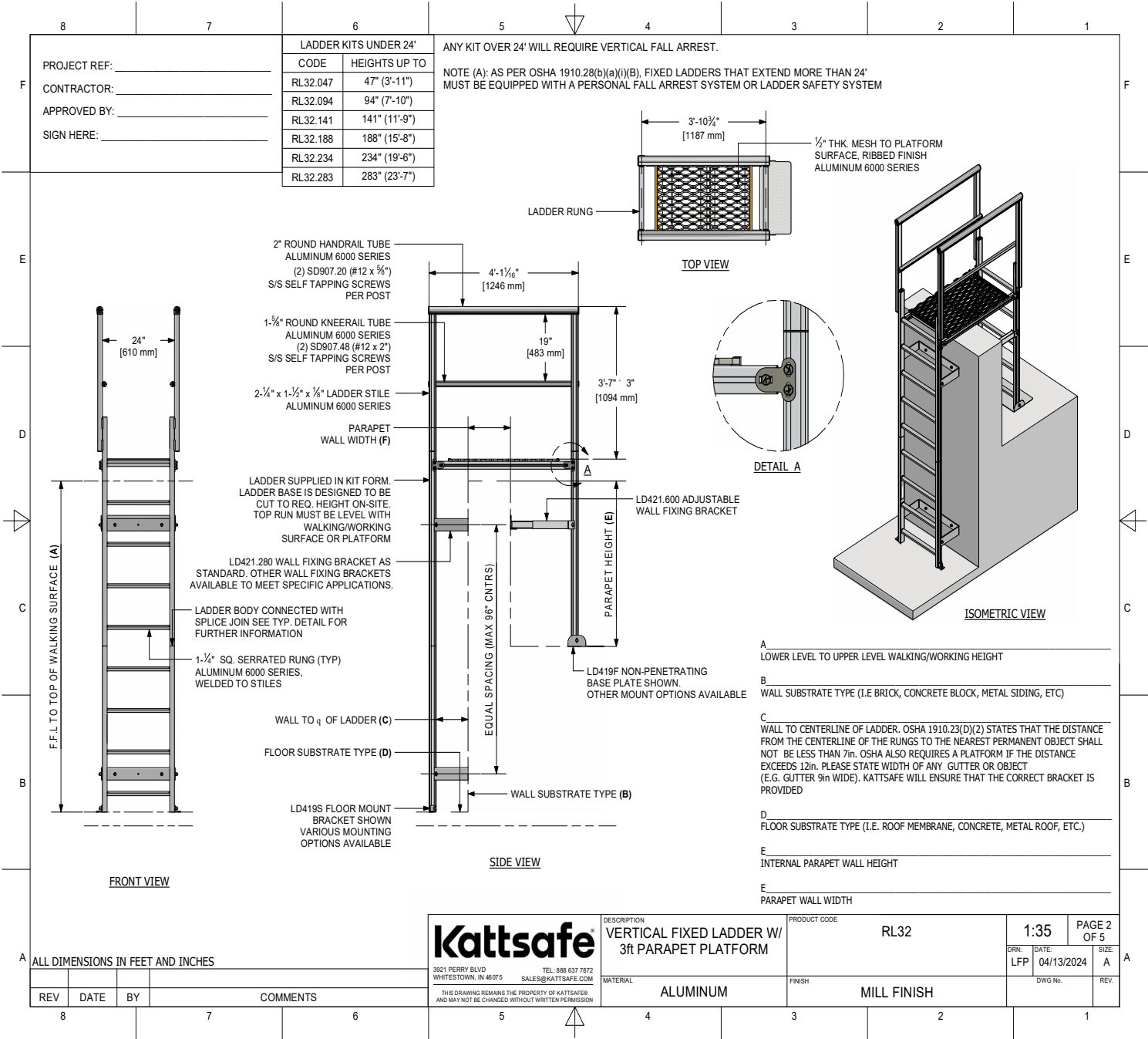
### 3.3 INSTALLATION

- A. Install in accordance with manufacturer's instructions, approved submittals, and in proper relationship with adjacent construction.

### 3.4 PROTECTION

- A. Protect installed products until completion of project.
- B. Touch-up, repair or replace damaged products before Substantial Completion.





END OF SECTION

## **SECTION 06100 - ROUGH CARPENTRY**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the contract, including General and Supplementary Conditions and Division 1 Specification Sections apply to work of this section.
- B. Work Included: All wood, nails, bolts, screws, framing anchors and other rough hardware, and all other items needed for rough and finished carpentry in this work but not specifically described in other sections of these specifications.
- C. Quality Assurance: In addition to complying with all pertinent codes and regulations, all materials of this section shall comply with pertinent provisions of:
  - 1. Southern Pine Southern Pine Inspection Bureau Plywood 'Softwood Plywood - Construction and Industrial' (Amended June 1969), Product Standard PD 1-66 of U.S. Department of Commerce, Bureau of Standards, and A.P.A.
  - 2. Rough Hardware "Specification for the Design, Fabrication and Erection of Structural Steel for Buildings of the American Institute of Steel Construction"
  - 3. Building Paper Federal Specification UU-B-790a, dated February 5, 1968
  - 4. Wood Preservative Standard P-5 of the American Wood Preservers Institute
  - 5. Other Similar and pertinent reference standards for the products needed.
- D. Conflicting Requirements: In the event of conflict between pertinent codes and regulations and the requirements of the referenced standards or these specifications, the provisions of the more stringent shall govern.
- E. Qualifications of Workmen: Provide sufficient skilled workmen and supervisors who shall be present at all times during execution of this portion of the work and who shall be thoroughly familiar with the type of construction involved and the materials and techniques specified.
- F. Rejection: In the acceptance or rejection of rough carpentry, no allowance will be made for lack of skill on the part of workmen.

#### **1.2 PRODUCT HANDLING**

- A. Protection: Store all materials in such a manner as to ensure proper ventilation and drainage and to protect against damage and the weather.
  - 1. Use all means necessary to protect lumber materials before, during and after delivery to the job site, and to protect the installed work and materials of all other trades.
  - 2. Deliver the materials to the job site and store all in a safe area, out of the way of traffic, and shored up off the ground surface.
  - 3. Protect all metal products with adequate weather-proof outer wrappings.
  - 4. Use extreme care in the off-loading of lumber to prevent damage, splitting and breaking of materials.

5. Keep all material clearly identified with all grade marks legible; keep all damaged material clearly identified as damaged and separately stored to prevent its inadvertent use.
  6. Do not allow installation of damaged or otherwise non-complying material.
  7. Use all means necessary to protect the installed work and materials of all other trades.
- B. Replacements: In the event of damage, immediately make all repairs and replacements necessary to the approval of the Architect and at no additional cost to the Owner.

## **PART 2 - MATERIALS**

### **2.1 MATERIALS - GENERAL**

- A. Grade Stamps:
- B. Framing Lumber: Identify all framing lumber by proper grade stamp.
- C. Plywood: Identify all plywood as to species, grade and glue type by the stamp of the American Plywood Association.
- D. Other: Identify all other materials of this section by the appropriate stamp of the agency listed in the reference standards, or by such other means as are approved in advance by the Architect.
- E. Moisture Content: Moisture content of any material for framing not to exceed 19% for boards 8" in width or less. Boards exceeding 8" in width not to exceed 15% at time of installation. All material used for finish and trim work to be kiln dried material with moisture content not to exceed that allowed by FHA for intended use.

### **2.2 MATERIALS - WOOD**

- A. All materials of this Section, unless specifically otherwise approved in advance by the Architect, shall meet or exceed the following:
  1. Wood Blocking, Furring, & Framing
    - a. Pressure treated #2 KD Southern Yellow Pine
    - b. Size: 1.5" thickness minimum (Cut widths & lengths to fit existing or new conditions)
  2. Wood Decking
    - a. Southern Yellow Pine
    - b. Size: Match existing (Cut widths & lengths to fit existing or new conditions)
  3. Plywood Sheathing
    - a. CDX Grade with exterior glue
    - b. Size: 4' X 8' (Cut to fit existing or new conditions)
    - c. Thickness: 1/2"

4. Wood Preservative
  - a. Ammonical copper arsenite or 5% solution of pentachlorophenol

## **2.3 MATERIALS - MISCELLANEOUS**

- A. All materials of this Section, unless specifically otherwise approved in advance by the Architect, shall meet or exceed the following:
  1. Steel Hardware
    - a. ASTM A-7 or A-36
  2. Machine Bolts
    - a. ASTM A-307
  3. Lag Bolts
    - a. Federal Specifications FF-B-561
  4. Nails
    - a. Common (Except as noted) Federal Specifications FF-N-1-1 (Use galvanized at exterior locations)
  5. Flashing
    - a. Nervastral Seal Prof HD-20 except where metal is indicated. Nervastral Seal Prof HD shall be installed on all sills and heads ½" inward from outside face of wall and extended 6" on each side of opening brick veneer construction. The sheeting shall not be allowed to hang free prior to completion of brick work but shall be secured to the siding with nails and discs or furring strips.

## **PART 3 - EXECUTION**

### **3.1 INSTALLATION**

- A. Stockpiling: Stockpile all materials sufficiently in advance of need to ensure their availability in a timely manner for this work.
- B. Delivery Schedules: Make as many trips to the job site as are necessary to deliver all materials of this section in a timely manner to ensure orderly progress of the total work.
- C. Compliance: Do not permit materials not complying with the provisions of this section of these specifications to be brought onto or to be stored at the job site; immediately remove from the job site all non-complying materials and replace them with materials meeting the requirements of this section.
- D. Inspection: Prior to all work of this section, carefully inspect the installed work of all other trades and verify that all such work is complete to the point where this installation may properly commence.
  1. Verify that rough carpentry may be performed in strict accordance with the original design and all pertinent codes and regulations.
- E. Discrepancies: In the event of discrepancy, immediately notify the Architect. Do not proceed with installation in areas of discrepancy until all such discrepancies have been fully resolved.

- F. Workmanship: All rough carpentry shall produce joints true, tight, and well nailed with all members assembled in accordance with the drawings and with all pertinent codes and regulations.
- G. Selection of Lumber Pieces: Carefully select all members; select individual pieces so that knots and obvious defects will not interfere with placing bolts or proper nailing or making proper connections.
  - 1. Cut out and discard all defects which render a piece unable to serve its intended functions; lumber may be rejected by the Architect, whether or not it has been installed, for excessive warp, twist, bow, crook, mildew, fungus, or mold, as well as for improper cutting and fitting.
- H. Shimming: Do not shim sills, joists, short studs, trimmers, headers, lintels, or other framing components.
- I. Treated Lumber: Use only treated lumber for all wood blocks and nailing grounds, etc. (other than foundation grade redwood) in, or in contact with, concrete.
- J. Treatment: Treat all wood less than two feet above finished grade by spraying with the preservative specified in this section of these specifications, to a minimum distance of six inches from the ends or otherwise treat as approved in advance by the Architect. Perform all treatment in strict accordance with published recommendations of the manufacturer of the treatment preservative.
- K. General Framing: In addition to all framing operations normal to the fabrication and erection indicated on the drawings, install all backing required for the work of other trades. Set all horizontal or sloped members with crown up. Do not notch, bore, or cut members for pipes ducts conduits, or other reasons except as shown on the drawings or as specifically approved in advance by the Architect.
- L. Bearing: Make all bearings full unless otherwise indicated on the drawings. Finish all bearing surfaces on which structural members are to rest so as to give sure and even support; where framing members slope, cut or notch the ends as required to give uniform bearing surface.
- M. Blocking: Install all blocking required to support all items of finish and to cut off all concealed draft openings, both vertical and horizontal, between ceiling and floor areas.
  - 1. All other locations where openings could afford passage for rodents or flames.
  - 2. Fire-block in the following specific locations:
    - a. In all stud walls at ceiling and floor levels.
    - b. In all stud walls, including furred spaces, so that the maximum dimension of each concealed space is not more than eight feet.
    - c. All other locations where openings could afford passage for rodents or flames.
- N. Corners and intersections: Unless otherwise indicated on the drawings, frame all corners and intersections with three or more studs and all required bearing for wall finish.
- O. Alignment: On all framing members to receive a finished wall or ceiling, align the finish subsurface to vary not more than 1/8 inch from the plane of surfaces of adjacent framing and furring members.
- P. Nailing: Use only common wire nails or spikes except where otherwise specifically noted in the drawings.

1. Provide penetration into the piece receiving the point of not less than 1/2 the length of the nail or spike provided, however, that 16 d nails may be used to connect two pieces of the two inch (nominal) thickness.
  2. Do all nailing without splitting wood, pre-boring as required; replace all split members.
- Q. Bolting: Drill holes 1/16 inch larger in diameter than the bolts being used; drill straight and true from one side only. Bolt threads must not bear on wood; use washers under head and nut where both bear on wood; use washers under all nuts.
- R. Screws: For lag screws and wood screws, pre-bore holes same diameter as root of thread; enlarge holes to shank diameter for length of shank.
1. Screw all lag screws and wood screws. Do NOT Drive screws.
- S. Installation of Building Paper: Install the specified building paper over all exterior framing members where indicated to be installed, lapping all joints to prevent penetration of water into the stud spaces, and securely fastening the paper in place in accordance with the manufacturer's published recommendations.
- T. Cleaning Up: Keep the premises in a neat, safe and orderly condition at all times during execution of this portion of the work, free from accumulation of sawdust, cut-ends, and debris.
- U. NOTE: All new wood blocking and existing wood blocking to remain in place shall be secured / re-secured with heavy duty fasteners at a rate to ensure local wind uplift requirements.
- V. NOTE: All new decking shall be secured with required fasteners to ensure proper attachment to the existing framing substrates.

END OF SECTION

## **WATER REPELLENTS (SCOPE OF WORK)**

### **A. Contractor Requirements:**

1. Pressure wash / clean all exposed masonry parapet walls extending above new roof areas.
2. Install new water repellent sealants over the entire masonry parapet substrates utilizing no less than two (2) coats per the manufacturer's requirements.
3. The contractor shall comply with all OSHA standards. The OSHA standards are subject to change, and such changes may affect the contractor in his performance under the contract. It is the contractor's responsibility to know such changes and effective dates of changes.
4. The contractor shall provide all license, permits, insurance, disposal fees, etc. required for the project.
5. Provide the Owner with a 5-year Contractor's Workmanship Guarantee.
6. Provide the Owner with a 5-year Manufacturer's Warranty.
7. See associated project specifications for additional details and information regarding the required work.

END OF SECTION

## SECTION 071900 – WATER REPELLENTS

### PART 1 – GENERAL

#### 1.1 SUMMARY

- A. Section includes penetrating water-repellent treatments for the following vertical and horizontal surfaces:
  - 1. Concrete / masonry components

#### 1.2 SUBMITTALS

- A. Product Data: For each type of product.
  - 1. Include manufacturer's printed statement of VOC content.
  - 2. Include manufacturer's recommended number of coats for each type of substrate and spreading rate for each separate coat.

#### 1.3 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Applicator
- B. Manufacturers' literature for all materials specified for use on this project, each properly labeled and referenced to appropriate Specification Section, in time to prevent delay of the project.
- C. Product Certificates: For each type of water repellent.
- D. Safety Data Sheets (SDS) for all materials to be used.
- E. Manufacturer's requirements and testing procedures for moisture conditions (moisture vapor emission rate, relative humidity, etc.) of the concrete at time of installation necessary to ensure proper bond.
- F. Manufacturer's written instructions regarding equipment, materials and workmanship requirements for surface repairs, surface preparation, and installation of water-repellent sealer materials.
- G. Preconstruction Test Reports: For water-repellent-treated substrates.
- H. Field quality-control reports.
- I. Special Warranty Article

#### 1.4 QUALITY ASSURANCE

- A. Contractor and Installer Qualifications:
  - 1. The installer shall be licensed by the manufacturer of the products to be used on the project with a minimum of 5 yrs' experience in the application of similar impregnating water-repellent sealers and concrete repair materials.
  - 2. The Contractor's site superintendent shall have at least 5 yrs' experience supervising the installation of water- repellent sealer systems and concrete repair materials.
  - 3. Upon request, provide the Engineer with a list of five representative projects successfully completed by the contractor that are of similar scope and size. For each project, provide the project name, Owner's name, Owner's Representative name and phone number, description of the work, name of Impregnating Water- Repellent Concrete Sealer the sealer/impregnating water-repellent applied, Project supervisor, total cost of the impregnating water-repellent work vs. the total cost of the project, and the project completion date.



- B. Manufacturer's Field Representative: The Contractor shall arrange with the manufacturer of the water-repellent sealer to have the services of a competent field representative at the site to approve surface preparation before installation of the sealer and any concrete repair material. The Manufacturer's Field Representative shall instruct the crew on proper installation of materials and observe the installation of the products at the beginning of the work. The Field Representative shall remain at the jobsite and continue to instruct until the field representative, Architect, and Owner's Representative are satisfied that the crew has mastered the technique of installing the products successfully.

## 1.5 PRECONSTRUCTION TESTING

- A. Preconstruction Testing: Perform testing of existing substrates to ensure proper adhesion of all products.

## 1.6 FIELD CONDITIONS

- A. Limitations: Proceed with application only when the following existing and forecasted weather and substrate conditions permit water repellents to be applied in accordance with manufacturers' written instructions and warranty requirements:
  - 1. Concrete surfaces and mortar have cured for not less than 28 days.
  - 2. Building has been closed in for not less than 30 days before treating wall assemblies.
  - 3. Ambient temperature is above 20 deg F (minus 6.7 deg C) and below 95 deg F (35 deg C) and will remain so for 24 hours.
  - 4. In direct sunlight resulting in temperatures outside of the range listed above.
  - 5. Substrate is not frozen and substrate-surface temperature is above 20 deg F (minus 6.7 deg C) and below 95 deg F (35 deg C).
  - 6. Rain or snow is not predicted within 24 hours.
  - 7. Not less than 24 hours have passed since surfaces were last wet.
  - 8. Windy conditions do not exist that might cause water repellent to be blown onto vegetation or surfaces not intended to be treated.
  - 9. Prior to and during application of the water-repellent sealer, the concrete surface must be completely dry with a maximum moisture content of 4%, as tested with a moisture meter.

## 1.7 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer and Applicator agree(s) to repair or replace materials that fail to maintain water repellency specified in "Performance Requirements" Article within specified warranty period for pre-application approval.
  - 1. Warranty Length: 5 years from date of substantial completion

## PART 2 - PRODUCTS

### 2.1 PENETRATING WATER REPELLENTS

- A. Penetrating Water, Salt, and Chloride Repellent designed specifically for Extra Porous Surfaces like Concrete Masonry Units or Block: Clear, containing 55 percent or more actives ingredients with solvent carrier; and with 350 g/L or less of VOCs.
  - 1. Basis-of-Design Product: Subject to compliance with requirements, provide Ghostshield; KreteTek Industries, Inc.; ISO-TEK™ 8555 CMU.
  - 2. Substitution products must be submitted prior to the beginning of any work. Substitutions must be approved "in writing" before considered accepted.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Applicator present, for compliance with requirements and conditions affecting performance of the Work.
  - 1. Verify that surfaces are clean and dry in accordance with water-repellent manufacturer's requirements. Check moisture content in three representative locations by method recommended by manufacturer.
  - 2. Verify that there is no efflorescence or other removable residues that would be trapped beneath the application of water repellent.
  - 3. Verify that required repairs are complete, cured, and dry before applying water repellent.
- B. Test pH level in accordance with water-repellent manufacturer's written instructions to ensure chemical bond to silica-containing or siliceous minerals.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. New Construction and Repairs: Allow concrete and other cementitious materials to age before application of water repellent, in accordance with repellent manufacturer's written instructions.
- B. Cleaning: Before application of water repellent, clean substrate of substances that could impair penetration or performance of product in accordance with water-repellent manufacturer's written instructions or as follows:
  - 1. Cast-in-Place Concrete, Precast Concrete, Cast Stone, and Concrete Unit Masonry: Remove oil, curing compounds, laitance, and other substances that inhibit penetration or performance of water repellents in accordance with ASTM E1857
  - 2. Clay Brick Masonry: ASTM D5703.
  - 3. Natural Stone: ASTM C1515 or ASTM D5107.
  - 4. Portland Cement Plaster (Stucco): ASTM E1857
- C. Protect adjoining work, including mortar and sealant bond surfaces, from spillage or blow-over of water repellent. Cover adjoining and nearby surfaces of aluminum and glass if there is the possibility of water repellent being deposited on surfaces. Cover live vegetation.
- D. Coordination with Mortar Joints: Do not apply water repellent until pointing mortar for joints adjacent to surfaces receiving water-repellent treatment has been installed and cured.
- E. Coordination with Sealant Joints: Do not apply water repellent until sealants for joints adjacent to surfaces receiving water-repellent treatment have been installed and cured.
  - 1. Water-repellent work may precede sealant application only if sealant adhesion and compatibility have been tested and verified using substrate, water repellent, and sealant materials identical to those required.

### 3.3 APPLICATION

- A. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect the substrate before application of water repellent and to instruct Applicator on the product and application method to be used.
- B. Apply water-repellent sealer to prepared substrates within three days after completion of the surface preparation.

- C. Stir and mix materials thoroughly to ensure uniformity and in accordance with the manufacturer's recommendations. Do not dilute or thin product.
- D. Apply coating of water repellent on surfaces to be treated using 15 psi- (103 kPa-) pressure spray with a fan-type spray nozzle, roller, or brush to the point of saturation. Apply coating in dual passes of uniform, overlapping strokes. Remove excess material; do not allow material to puddle beyond saturation. Comply with manufacturer's written instructions for application procedure unless otherwise indicated.
- E. Apply a second saturation coating, repeating first application. Comply with manufacturer's written instructions for limitations on drying time between coats and after rainstorm wetting of surfaces between coats. Consult manufacturer's technical representative if written instructions are not applicable to Project conditions.
- F. It may take up to 2 or more hours for the sealer to completely penetrate if the substrate is of high density. The treated surface may remain dark for up to seven days before it returns to normal appearance.
- G. Do NOT apply sealer to concrete surfaces:
  - 1. that are damp or have damp repairs. If rain suddenly begins during installation, immediately stop application of sealer and cover the newly impregnated areas.
  - 2. if the conditions (e.g., weather or surface conditions) do not meet the requirements of Para. 1.8 above or are not expected to meet the requirements for anytime within a 24 hr. period after installation.
- H. Do not disturb sealed surfaces for a minimum of 6 hrs after the application of the product. Early water repellency will be developed after 24 hrs; however, full curing of the sealer may take up to seven days or longer. Do not install concrete repairs for a minimum of 72 hrs after application of the sealer.

### 3.4 FIELD QUALITY CONTROL

- A. Testing of Water-Repellent Material: Owner reserves the right to invoke the following procedure at any time and as often as Owner deems necessary during the period when water repellent is being applied:
  - 1. Contractor shall engage the services of a qualified testing agency to sample water-repellent material being used. Samples of material delivered to Project site will be taken, identified, sealed, and certified in presence of Contractor.
  - 2. Testing agency will perform tests for compliance of water-repellent material with product requirements.
  - 3. Owner may direct Contractor to stop applying water repellents if test results show material being used does not comply with product requirements. Contractor shall remove noncomplying material from project site, pay for testing, and correct deficiency of surfaces treated with rejected materials, as approved by architect.

### 3.5 CLEANING

- A. Immediately clean water repellent from adjoining surfaces and surfaces soiled or damaged by water-repellent application as work progresses.
- B. Comply with manufacturer's written cleaning instructions.

END OF SECTION

SECTION 075419  
POLYVINYL-CHLORIDE (PVC) ROOFING  
New (Re-cover) Roof Assembly Description

- PVC Thermoplastic Membrane
  - Membrane Thickness: 80 mil
  - Flashing Thickness: 60 mil
  - Color: Gray / White (Owner Selection)
  - Attachment: Fully Adhered
- Fiberglass-faced Primed Coverboard
  - Thickness: 1/2 inch
  - Attachment: Mechanically & LRF Adhered
- Tapered Polyisocyanurate / EPS Insulation (B, C, & D)
  - Start Thickness: 1/2"
  - Slope: Field - 1/4" per ft / Crickets – 1/2" per ft
  - Attachment: LRF Adhered
- Base Polyisocyanurate / EPS Insulation (B, C, & D)
  - Thickness: 1"
  - Attachment: Mechanically
- Existing Roof Components – (See Roof Plan Notes)
  - Modified Bitumen BUR
  - Perlite Insulation
  - Tectum & Steel Deck Substrates

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Infrared Moisture Scan
- B. Replacement of wet insulation and/or roof components
- C. Preparation of existing Modified Bitumen BUR roof
- D. Tapered and base polyisocyanurate / EPS insulation
- E. Cover board substrate
- F. PVC thermoplastic membrane
- G. Prefabricated flashings, corners, parapets, stacks, vents, and related details
- H. Fasteners, adhesives, and other accessories required for a complete roofing installation

1.2 REFERENCES

- A. NRCA - The NRCA Roofing and Waterproofing Manual.
- B. ASCE 7 - Minimum Design Loads For Buildings And Other Structures.
- C. UL - Roofing Materials and Systems Directory, Roofing Systems (TGFU.R10128).
- D. ASTM C 1289 - Standard Specification for Faced Rigid Cellular Polyisocyanurate Thermal Insulation Board.
- E. ASTM D 751 - Standard Test Methods for Coated Fabrics.

- F. ASTM D 4434 - Standard Specification for Poly Vinyl Chloride Sheet Roofing.
- G. ASTM E 108 - Standard Test Methods for Fire Tests of Roof Coverings.
- H. ASTM E 119 - Standard Test Methods for Fire Tests of Building Construction and Materials.
- I. ASTM D 1079 "Terminology Relating to Roofing and Waterproofing."

### 1.3 SYSTEM DESCRIPTION

- A. General: Provide installed roofing membrane and base flashings that remain watertight; do not permit the passage of water; and resist specified uplift pressures, thermally induced movement, and exposure to weather without failure.
- B. Material Compatibility: Provide roofing materials that are compatible with one another under conditions of service and application required, as demonstrated by roofing membrane manufacturer based on testing and field experience.
- C. Sustainability:
  - a. Conform to NSF/ANSI Standard 347, "Sustainability Assessment for Single-Ply Roofing Membranes. Minimum certification level: Gold.
  - b. Type III product-specific Environmental Product Declaration.
  - c. Membrane is recyclable at end of use.
- D. Physical Properties:
  - 1. Roof product must meet the requirements of Type III PVC sheet roofing as defined by ASTM D 4434 and must meet or exceed the following physical properties.
  - 2. Overall Thickness / ASTM D751 /  $\geq 0.045$  in. / 0.080 in. (80 mil), nominal
  - 3. Thickness Over Scrim / ASTM D7635 /  $\geq 0.016$  in. / 0.041 in. (41 mil)
  - 4. Breaking Strength / ASTM D751 Grab Method /  $\geq 200$  lbf./in. 1 481 x 341 lbf./in.
  - 5. Elongation / ASTM D751 Grab Method /  $\geq 15\%$  / 33% x 33%
  - 6. Seam Strength ASTM D751 Grab Method /  $\geq 360$  lbf. (75% of Breaking Strength.) / 452 lbf.
  - 7. Tear Strength / ASTM D751 Procedure B /  $\geq 45$  lbf. / 53 x 196 lbf.
  - 8. Low Temp. Bend / ASTM D2136 / Must Pass at -4\* F. / Pass
  - 9. Heat Aging / ASTM D3045 / Conditioned for 56 days in oven maintained at 176\* F. / PASS
  - 10. Accelerated Weathering / ASTM G154 (formerly G53) / 5,000 hours total test time. Irradiance level of 0.68 W/m<sup>2</sup>-nm. Cycle: 8 hours at 145\* F, 4 hours condensation at 122\* F. / Pass
  - 11. Dimensional Stability / ASTM D1204 / Conditioned for 6 hours in oven maintained at 176\* F. Allowable change:  $\leq 0.5\%$  / -0.10% x -0.10%
  - 12. Water Absorption / ASTM D570 / Immersed in water at 158\* F for 168 hours. Allowable weight change:  $\leq 3\%$  / 0.10%
  - 13. Static Puncture / ASTM D5802 /  $\leq 33$  lbf. /  $\leq 33$  lbf.
  - 14. Dynamic Puncture /  $\leq 14.7$  ft-lbf. (20 J) /  $\leq 14.7$  ft-lbf. (20 J)
- E. Cool Roof Rating Council (CRRC):
  - 1. Membrane must be listed on CRRC website.
    - a. Initial Solar Reflectance:  $\geq 85\%$  (white)
    - b. Initial Thermal Emittance:  $\geq 89\%$  (white)
    - c. Initial Solar Reflective Index (SRI):  $\geq 108$  (white)

#### 1.4 SUBMITTALS

- A. Submit under provisions of Section 1330 – Submittal Procedures.
- B. Data sheets on each product to be used, including:
  - 1. Preparation instructions and recommendations.
  - 2. Storage and handling requirements and recommendations.
  - 3. Installation methods.
  - 4. Maintenance requirements.
- C. Sustainability Documentation:
  - a. NSF/ANSI Standard 347 Certificate.
  - b. Type III product-specific Environmental Product Declaration.
- D. Shop Drawings: Indicate insulation pattern, overall membrane layout, field seam locations, joint or termination detail conditions, and location of fasteners.
- E. Verification Samples: For each product specified, two samples, representing actual product, color, and finish.
  - 1. 4 inch by 6 inch sample of roofing membrane, of color specified.
  - 2. 4 inch by 6 inch sample of walkway pad.
  - 3. 6" sample of termination bar, fascia bar with cover, drip edge, wall flashing, counterflashing, and gravel stop if to be used.
  - 4. Each fastener type to be used for installing membrane, insulation/recover board, termination bar and edge details.
- F. Installer Certification: Certification from the roofing system manufacturer that Installer is approved, authorized, or licensed by manufacturer to install roofing system.
- G. Manufacturer's warranties: Provide a sample of roofing manufacturer's warranty per the project requirements with language stating the warranty shall be governed by the laws of the State of Alabama.

#### 1.5 QUALITY ASSURANCE

- A. **Manufacturer Qualifications:** A manufacturer specializing in the production of PVC membrane systems specified for this project with a minimum of **(10) ten years** of successful documented experience manufacturing of membrane using the same formula and utilizing a Quality Control Manual during the production of the membrane roofing system that has been approved by and is inspected by Underwriters Laboratories.
  - 1. Primary roofing materials manufacturer must be the original manufacturer of membrane roofing materials. Products private labeled that are produced by second tier manufacturers will not be acceptable.

2. **Factory-Authorized Technical Representative Qualifications:** An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design and extent to those indicated for this Project. Manufacturer's Sales Representative will not be accepted as a technician.
  3. The factory-authorized technical representative is to provide a minimum two (2) inspections of field-assembled components and equipment installation; one inspection at start-up and one final. Provide report results in writing (with photographs) to architect / consultant within three (3) days following each inspection.
  4. A factory-authorized representative shall attend the pre-installation meeting.
- B. **Installer Qualifications:** A qualified company specializing in the installation of roofing systems similar to those specified for this project with a minimum of **(5) five years** of documented successful experience and that is approved, authorized, or licensed by the roofing system manufacturer to install the manufacturer's product and that is eligible to receive manufacturer's warranty as specified for this project.
- C. **Qualification Submittal:** The following qualification information shall be submitted to the owner **prior to the award of the project**. The submittal of false or misleading information may result in the disqualification / rejection of the contractor's bid.
1. The roofing contractor/installer shall be certified with the manufacturer and shall have maintained that status for a minimum of (5) five years prior to the bid process.
  2. The roofing contractor/installer shall have a minimum of (5) five years of successful installation with the same approved roofing manufacturer.
  3. The roofing contractor/installer shall be a single installer ("Roofer") that shall perform all aspects of installing the roof system. Second or third tier roofing sub-contractors will not be allowed unless approved by the owner.
  4. The roofing contractor/installer company must have been in business for no less than five (5) consecutive years under their existing name or the name of an associated parent company.
  5. Upon request by the owner or its representative, the installer shall submit documentation of (3) previously completed roofing projects within the last (5) years of similar type, size, and complexity which most closely reflects the size and complexity of this project.
  6. **Roofing Contractor's / Installers Permanent Full-Time Supervisor/Foreman:**
    - a) The roofing contractor / installer shall provide a permanent full-time supervisor and/or foreman throughout the entire duration of construction / renovation activities such as during installation of the roofing membrane system and sheet metal work.
    - b) The supervisor / foreman who began the project will continue in that capacity for the duration of the project unless otherwise approved by the owner or their representative.

- c) If the supervisor / foreman is not performing the job duties as required in these specifications and as required by the roofing membrane manufacturer the owner or their representative has the right to require the roofing contractor/installer to immediately remove the company personnel performing the role of the supervisor /foreman and change to a different company personnel to fill the position.
  - d) The supervisor / foreman shall be a full-time employee of the roofing contractor's / installer's company.
  - e) The supervisor / foreman shall have (5) five years of successful experience in the installation of roofing systems similar to the type and scope required for this project.
  - f) The supervisor / foreman shall be ON THE ROOF AT ALL TIMES when the roofing system is being installed. This requirement will be strictly enforced.
  - g) Provide supervisor / foreman's resume if requested by the owner.
- D. Prior to installation, provide (1) manufacturer training session that will include the manufacturer's factory authorized technical representative, the roofing contractor's supervisor/foreman, all other roofing contractor/installer employees who will be installing the roof, the owner, and architect / consultant.
- E. Roofing Contractor shall perform a minimum of (2) test welds **per day** (morning & afternoon) per the manufacturer's requirements and provide a log of these test welds to the architect / consultant.
- F. Perform work in accordance with manufacturer's installation instructions.
- G. Single Source Limitations: Obtain components for membrane roofing system from a single source roofing membrane manufacturer. Provide secondary products only as recommended by the manufacturer of primary products for use with roofing system specified.
- H. There shall be no deviations from the roof membrane manufacturer's specifications or the approved shop drawings without the prior written approval of the manufacturer.

## 1.6 REGULATORY REQUIREMENTS

- A. Conform to applicable code for roof assembly wind uplift and fire hazard requirements.
- B. Fire Exposure: Provide membrane roofing materials with the following fire-test-response characteristics. Materials shall be identified with appropriate markings of applicable testing and inspecting agency.
  - 1. Exterior Fire-Test Exposure:
    - a. Class A; ASTM E 108, for application and roof slopes indicated.
  - 2. Fire-Resistance Ratings: Comply with ASTM E 119 for fire-resistance-rated roof assemblies of which roofing system is a part.
  - 3. Conform to applicable code for roof assembly fire hazard requirements.



C. Conform to IECC (International Energy Conservation Code) and IGCC (International Green Construction Code) cool roof requirements.

D. Wind Uplift:

1. Roofing System Design: Provide a roofing system designed to resist uplift pressures calculated according to the current edition of the ASCE 7-16 Specification *Minimum Design Loads for Buildings And Other Structures*. **(Local wind zone – 169 mph)**

## 1.7 PRE-INSTALLATION MEETING

A. Convene meeting not less than one week before starting work of this section.

B. Review methods and procedures related to roof deck construction and roofing system including, but not limited to, the following.

1. Meet with Owner, Architect, Owner's roof consultant, additional testing and inspecting agency representative if applicable, roofing installer, roofing system manufacturer's technical representative, and installers whose work interfaces with or affects roofing including installers of roof accessories and roof-mounted equipment.
2. Review and finalize construction schedule and verify availability of materials, installer's personnel, equipment, and facilities needed to make progress and avoid delays.
3. Examine existing roof conditions and finishes for compliance with requirements, including flatness and fastening.
4. Review structural loading limitations of roof deck during and after roofing.
5. Review base flashings, special roofing details, roof drainage, roof penetrations, equipment curbs, and condition of other construction that will affect roofing system.
6. Review governing regulations and requirements for insurance and certificates if applicable.
7. Review temporary protection requirements for roofing system during and after installation.
8. Review roof observation and warranty repair procedures after roof installation.

## 1.8 DELIVERY, STORAGE AND HANDLING

A. Deliver roofing materials to Project site in original containers with seals unbroken and labeled with manufacturer's name, product brand name and type, date of manufacture, and directions for storing and mixing with other components.

B. Store liquid materials in their original undamaged containers in a clean, dry, protected location and within the temperature range required by roofing system manufacturer. Protect stored liquid material from direct sunlight. **If materials are stored onsite, location must be approved by the Owner.**

C. Protect roof insulation materials from physical damage and from deterioration by sunlight, moisture, soiling, and other sources. Store in a dry location. Comply with insulation manufacturer's written instructions for handling, storing, and protecting during installation.

- D. Store roof materials and place equipment in a manner to avoid permanent deflection of deck.
- E. Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of local authorities having jurisdiction.

## 1.9 WARRANTY

- A. **Contractor's Warranty:** The contractor shall warrant the roof application with respect to workmanship and proper application for five (5) years from the effective date of the warranty issued by the manufacturer.
- B. **Manufacturer's Warranty:** Must be (NDL) no-dollar limit type and provide for completion of repairs, replacement of membrane or total replacement of the roofing system at the then-current material and labor prices throughout the life of the warranty. In addition, the warranty must meet the following criteria:
  - 1. Warranty Period: 20 years from date issued by the manufacturer.
  - 2. No exclusion for ponding water conditions.
  - 3. No exclusion for damage caused by biological growth.
  - 4. Issued direct from and serviced by the roof membrane manufacturer.
  - 5. Transferable for the full term of the warranty.
  - 6. Must be governed by the laws of the **State of Alabama** by written amendment.

## PART 2 PRODUCTS

### 2.1 MANUFACTURER

- A. All roofing system components shall be provided or approved by the roof system manufacturer.  
  
(**NOTE:** The roofing manufacturer will be required to acknowledge and accept the project documents and existing conditions as specified unless a change is authorized by the owner. Any portion of the project specifications, details, or existing conditions found unacceptable by the manufacturer must be resolved prior to the bidding process, by submitting alternate details for approval, if necessary. Proposals for deviations from the project documents will not be accepted after the bidding process.)
- B. Pre-approved Roofing Manufacturers:
  - **(Subject to compliance of the project requirements.)**
    - 1. Carlisle
    - 2. Versico
    - 3. Duro-Last (Basis of Design)
    - 4. GAF
    - 5. Johns Manville

## 2.2 ROOFING SYSTEM COMPONENTS

- A. Roofing Membrane: Polyvinyl Chloride (PVC) membrane conforming to ASTM D 4434, type III, fabric-reinforced, PVC. Membrane properties as follows:
  - 1. Thickness:
    - a. **80 mil**, nominal
  - 2. Exposed Face Color:
    - a. **Gray / White** (Owner's Choice)
- B. Minimum NSF 347 Gold certified.
- C. Accessory Materials: Provide accessory materials supplied by or approved for use by roof system manufacturer
  - 1. Sheet Flashing: Manufacturer's standard reinforced PVC sheet flashing for use in locations where prefabricated flashings are not available.
  - 2. Factory Prefabricated Flashings: manufactured using Manufacturer's standard reinforced PVC membrane.
    - a. Stack Flashings.
    - b. Curb Flashings.
    - c. Inside and Outside Corners.
    - d. Drain Boots, Composite Drain Rings (CDR) and Dome Strainers.
    - e. Vinyl Coated Pitch Pans.
  - 3. Sealants and Adhesives: Compatible with roofing system and supplied by roof system manufacturer.
    - a. Solvent Base Adhesive
    - b. Water Base Adhesive
    - c. Caulk.
    - d. Strip Mastic.
    - e. Pitch Pocket Filler.
  - 4. Slip Sheet: Compatible with roofing system and supplied by roof system manufacturer for use at locations requiring separation between the new PVC membrane and various substrates.
  - 5. Fasteners and Plates: Factory-coated steel fasteners and metal or plastic plates meeting corrosion-resistance provisions in FMG 4470, designed for fastening membrane and insulation to substrate. Supplied by roof system manufacturer.
    - a. #15 Extra Heavy Duty Fasteners.
    - b. Manufacturer approved metal / poly plates.
  - 6. PV Anchors

7. Termination and Edge Details: Supplied by roof system manufacturer.
    - a. Termination Bar.
  8. Vinyl Coated Metal: 24 gauge, hot-dipped galvanized, grade 90 metal with a minimum of 17 mil of PVC roofing membrane laminated to one side for use at locations with PVC membrane overlapping / welding to formed metal flashings.
- D. Insulation: Rigid (flat & tapered) polyisocyanurate board, with a strong white or black fibrous glass facer conforming to or exceeding the requirements of ASTM C 1289 / FS HH-I-1972, with the following characteristics:
1. Board Thickness: 1" Base / 1/2" Tapered Start
  2. Slope: 1/4" per foot
  3. Attachment: Mechanically & Low-rise Foam Adhered
  4. (See Scope of Work for specific details / instructions)
- E. Cricket Insulation: Rigid polyisocyanurate board, with a strong white or black fibrous glass facer conforming to or exceeding the requirements of ASTM C 1289 / FS HH-I-1972, with the following characteristics:
1. Board Thickness: Tapered (1/2" Start)
  2. Slope: 1/2" per foot
  3. Attachment: Low-rise Foam Adhered
- F. Coverboard: Glass-mat-faced, water-resistant primed gypsum substrate conforming to ASTM C 1177/C 1177M.
1. 1/2 inch thick
- G. Walkways:
1. Provide non-skid, maintenance-free walkway pads in areas of heavy foot traffic and around mechanical equipment.
    - a. Walkway Pad – 30" X 60"

## **PART 3 EXECUTION**

### **3.1 EXAMINATION**

- A. Verify that the surfaces and site conditions are ready to receive work.
- B. Verify that the deck is supported and secured.
- C. Verify that the existing roof is clean and smooth, free of depressions, waves, or projections, and properly sloped to drains, valleys, eaves, scuppers or gutters.
- D. Verify that the roof surfaces are dry and free of standing water, ice or snow.
- E. Verify that all roof openings or penetrations through the roof are solidly set.
- F. If substrate preparation is the responsibility of another contractor, notify architect / consultant of unsatisfactory preparation before proceeding.
- G. Prior to re-covering an existing roofing system, conduct an inspection of the roof system accompanied by a representative of the membrane manufacturer.
  1. Determine required fastener type, length, and spacing, and submit any requested changes to the architect / consultant.

2. Verify that moisture content of existing roofing is within acceptable limits beyond the areas identified by the infrared moisture scan.
3. Identify damaged areas requiring repair before installation of new roofing.
4. Conduct core cuts as required to verify information required.

### 3.2 PREPARATION

- A. Replace all "wet" materials (insulation, coverboards, felt plies, cap sheet, flashings, etc.) identified by the infrared moisture scan process with new "dry" polyisocyanurate insulation matching the existing roof system thickness and slopes.
- B. Replace deteriorated decking per the project documents and building code requirements.
- C. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- D. Surfaces shall be clean, smooth, free of fins, sharp edges, loose and foreign material, oil, grease, and bitumen.
- E. Remove all base flashings, counter flashings, pitch pans, pipe flashings, vents and like components necessary for application of new membrane, if required by the manufacturer.
- F. Remove abandoned equipment curbs, skylights, penetrations, etc. Install decking to match existing as directed by the Owner's Representative.
- G. Raise, (disconnect by licensed craftsmen, if necessary) all HVAC units and other equipment supported by curbs to conform with the following:
  - 1) Modify curbs as required to provide a minimum 8" base flashing height measured from the surface of the new membrane to the top of the flashing membrane or as directed by the existing conditions and drawing details.
  - 2) Secure top of flashing and install new metal counter flashing prior to re-installation of equipment.
- H. Perimeter nailers must be elevated to match elevation of new roof insulation (Cover board may be allowed to extend over perimeter wood blocking).
- I. Immediately remove all debris from roof surface. Demolished roof system may not be stored on the roof surface.
- J. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.3 INSTALLATION

- A. Attach base layer of insulation material into place and fasten with the manufacturer's required fasteners and disk plates per the necessary fastening pattern. Fasteners and plates are to be driven until enough pressure is applied to keep from spinning. DO NOT OVERDRIVE fasteners. Fastening patterns are determined by the manufacturer's approvals, pull test values, and the required uplift pressure. Install plates in a uniformed pattern.

- B. Adhere additional layers of insulation (tapered & fill) utilizing the manufacturer's required low-rise foam adhesive to meet local wind uplift specifications.
- C. Mechanically attach the cover board over required roof areas with #15 fasteners and disk plates per the required fastening pattern. (Adhere cover board at other required roof areas utilizing the manufacturer's required low-rise foam adhesive to meet local wind uplift specifications.)
- D. Install insulation and cover board with long joints of board in a continuous straight line with end joints staggered between rows, abutting edges and ends between boards. Fill gaps exceeding 1/4 inch (6 mm) with cover board.
- E. Install roofing membrane in accordance with roofing system manufacturer's written instructions, applicable recommendations of the roofing manufacturer and requirements in this Section.
- F. Coordinate installing roofing system so insulation and other components of the roofing membrane system not permanently exposed are not subjected to precipitation or left uncovered at the end of the workday or when rain is imminent.
- G. Provide tie-offs at end of each day's work to cover exposed roofing membrane sheets and insulation as directed and approved by the roofing manufacturer.
  - a. Complete terminations and base flashings and provide temporary seals to prevent water from entering completed sections of roofing system.
  - b. Remove and discard temporary seals before beginning work on adjoining roofing.
- H. Unroll the membrane over the installed cover board and allow the membrane to relax to eliminate wrinkles. Do not over-tighten membrane.
- I. Accurately align roofing membrane and maintain uniform side and end laps of minimum dimensions required by manufacturer. Stagger end laps.
- J. Bonding Adhesive: Apply water-based bonding adhesive to substrate and underside of roofing membrane at rate required by manufacturer and allow to partially dry before installing roofing membrane. Do not apply bonding adhesive to splice area of roofing membrane.
- K. Mechanically fasten roofing membrane securely at terminations, penetrations, and perimeter of roofing.
- L. Apply roofing membrane with side laps shingled with slope of roof deck where possible.
- M. Seaming:
  - 1. Clean seam areas, overlap roofing membrane, and hot-air weld side and end laps of roofing membrane according to manufacturer's written instructions to ensure a watertight seam installation.
    - a. Test lap edges with probe to verify seam weld continuity. Apply lap sealant to seal cut edges of roofing membrane.
    - b. Verify field strength of seams a minimum of twice daily and repair seam sample areas.

- c. Remove and repair any unsatisfactory sections before proceeding with Work.
    - d. Repair tears, voids, and lapped seams in roofing membrane that do not meet requirements.
  2. Spread sealant or mastic bed over deck drain flange at deck drains and securely seal roofing membrane in place with clamping ring or install new insert, if specified.
  3. Install roofing membrane and auxiliary materials to tie-in to existing roofing.
  4. Weld overlapping sheets together using hot air. Minimum weld width is 1-1/2 inches.
  5. Check field welded seams for continuity and integrity and repair all imperfections by the end of each workday.
- N. Membrane Termination/Securement: All membrane terminations shall be completed in accordance with the membrane manufacturer's requirements.
1. Provide securement at all membrane terminations at the perimeter of each roof level, roof section, curb flashing, skylight, expansion joint, interior wall, penthouse, and other similar condition.
  2. Provide securement at any angle change where the slope or combined slopes exceeds two inches in one horizontal foot.
- O. Flashings: Complete all flashings and terminations as indicated on the drawings and in accordance with the membrane manufacturer's requirements.
1. Provide securement at all membrane terminations at the perimeter of each roof level, roof section, curb flashing, skylight, expansion joint, interior wall, penthouse, and other similar condition.
    - a. Do not apply flashing over existing thru-wall flashings or weep holes.
    - b. Secure flashing on a vertical surface before the seam between the flashing and the main roof sheet is completed.
    - c. Extend flashing membrane a minimum of 6 inches (152 mm) onto the main roof sheet beyond the mechanical securement.
    - d. Use care to ensure that the flashing does not bridge locations where there is a change in direction (e.g. where the parapet meets the roof deck).
  2. Penetrations:
    - a. Flash all pipes, supports, soil stacks, cold vents, and other penetrations passing through the roofing membrane as indicated on the Drawings and in accordance with the membrane manufacturer's requirements.
    - b. Utilize custom prefabricated flashings supplied by the membrane manufacturer.
    - c. Existing Flashings: Remove when necessary to allow new flashing to terminate directly to the penetration.
  3. Pipe Clusters and Unusual Shapes:
    - a. Clusters of pipes or other penetrations which cannot be sealed with prefabricated membrane flashings shall be sealed by surrounding them with a prefabricated vinyl-coated metal pitch pan and sealant supplied by the membrane manufacturer.
    - b. Vinyl-coated metal pitch pans shall be installed, flashed and filled with sealant in accordance with the membrane manufacturer's requirements.

- c. Pitch pans shall not be used where prefabricated or field fabricated flashings are possible.

P. Roof Drains:

1. Verify all roof drains are open and allowing moisture to properly flow. **(Note: The contractor shall obtain the services of a licensed plumbing contractor to scope all drains, clear any debris, clogs, etc. and ensure all plumbing is secure with no leaks prior to the beginning of any roofing work adjacent to the drain locations.)**
2. Coordinate the installation of roof drains and/or insert drain flashings.
3. Remove existing flashing and asphalt at existing drains in preparation for sealant and membrane.
4. Install new roof drain inserts and flashings approved and warranted by the roofing manufacturer.

Q. Edge Details:

1. Provide edge details as indicated on the Drawings. Install in accordance with the membrane manufacturer's requirements.
2. Join individual sections in accordance with the membrane manufacturer's requirements.
3. Coordinate installation of metal flashing and counter flashings.
4. Manufactured Roof Specialties: Coordinate installation of copings, counter flashing systems, gutters, downspouts, and roof expansion assemblies as required.

R. Walkways:

1. Install walkways in accordance with the membrane manufacturer's requirements.
2. Provide walkways where indicated on the Drawings.
3. Install walkway pads at roof hatches, access doors, rooftop ladders and all other traffic concentration points regardless of traffic frequency. Provided in areas receiving regular traffic to service rooftop units or where a passageway over the surface is required.
4. Do not install walkways over flashings or field seams until manufacturer's warranty inspection has been completed.

S. Water cut-offs:

1. Provide water cut-offs on a daily basis at the completion of work and at the onset of inclement weather.
2. Provide water cut-offs to ensure that water does not flow beneath the completed sections of the new roofing system.
3. Remove water cut-offs prior to the resumption of work.
4. The integrity of the water cut-off is the sole responsibility of the roofing contractor.
5. Any membrane contaminated by the cut-off material shall be cleaned or removed.



### 3.4 FIELD QUALITY CONTROL

- A. The factory-authorized technical representative is to provide a minimum two (2) inspections of field-assembled components and equipment installation; one inspection at start-up and one final. Provide report results in writing (with photographs) to the architect / consultant within three (3) days following each inspection. All application errors shall be addressed with the final punch list completed immediately following the final inspection.
- B. The Owner's roof consultant will be performing various inspections throughout the project to document the progress of the work, identify potential roofing related issues, and assist the owner / contractor with unforeseen circumstances. The Contractor will be required to engage with the roof consultant during the work and comply with any necessary requests, directives, etc.

### 3.5 PROTECTION

- A. Protect installed roofing products from construction operations until the completion of the project.
- B. Where traffic is anticipated over completed roofing membrane, protect from damage using durable materials that are compatible with membrane.
- C. Repair or replace damaged products after work is completed.

END OF SECTION

## POLYVINYL-CHLORIDE (PVC) ROOFING (SCOPE OF WORK)

### A. Owner Requirements:

1. The owner's roof consultant will perform an infrared moisture scan prior to the start of any work. Anomalies identified during the infrared scan will be marked on the roof surface to identify locations of potential moisture within the existing roof systems.

### B. Contractor Requirements:

1. Broom / clean the existing roof surfaces to remove any trash, debris, excess granules, etc.
2. Cut/verify all marked anomalies identified during the infrared moisture scan process and replace confirmed areas of moisture. All wet insulation components shall be replaced with new polyisocyanurate insulation to match the existing roof thickness, slopes, etc. per the unit prices and included amounts noted in the project documents. New replacement insulation shall be mechanically attached with the manufacturer's recommended fasteners and plates to achieve local wind uplift requirements. Identified areas of wet roofing components with no insulation shall be removed to verify the condition of the existing deck with new materials installed directly over the cleaned / repaired deck substrate.  
**(Note: The contractor will be required to document the replacement of wet roofing components with photographs during the replacement process. All areas of replacement shall be noted on the roof plan with measurements.)**
3. Replace deteriorated decking and/or wood blocking located during the wet material replacement with new decking / blocking matching the type and size of the existing materials per the unit prices and included amounts noted in the project documents.  
**(Note: The contractor will be required to document the replacement of decking and blocking components with photographs during the replacement process. All areas of replacement shall be noted on the roof plan with measurements.)**
4. Remove any flashings or existing roof components required by the roofing manufacturer.
5. **Roof Area A:** Mechanically attach an approved 1/2" cover board (HD Polyiso, Primed Densdeck, Securerock, etc.) over the existing roof system using the manufacturer's recommended fasteners and plates to achieve local wind uplift requirements.
6. **Roof Areas B, C, & D:** Install new wood blocking at perimeter roof areas, to match the thickness of the new base and tapered insulation. **(Note: Some locations will require multiple layers of wood blocking to match the new insulation.)**
7. **Roof Areas B, C, & D:** Mechanically attach a 1" polyisocyanurate / EPS insulation base layer over the existing roof system using the manufacturer's recommended fasteners and plates to achieve local wind uplift requirements.
8. **Roof Areas B, C, & D:** Adhere 1/4" tapered polyisocyanurate / EPS insulation over the mechanically attached base layer per the slopes indicated on the project drawings utilizing the manufacturer's required low-rise foam adhesive to achieve local wind uplift requirements.
9. **Roof Areas B, C, & D:** Adhere an approved 1/2" cover board (HD Polyiso, Primed Densdeck, Securerock, etc.) over the new tapered insulation utilizing the manufacturer's required low-rise foam adhesive to achieve local wind uplift requirements.

10. **All Roof Areas:** Adhere 1/2" tapered polyisocyanurate insulation crickets / saddles with a 1/2" start thickness at the top side of mechanical curbs and additional locations identified on the project drawings utilizing the manufacturer's required low-rise foam adhesive to achieve local wind uplift requirements.
11. Eliminate abandoned roof penetrations, curbs, etc. and install new decking to match existing per the unit prices and included amounts noted in the project documents. **(Note: The contractor will be required to document the removal of abandoned penetrations and decking replacement with photographs during the replacement process. All areas of replacement shall be noted on the roof plan with measurements.)**
12. Extend low roof penetrations to meet all codes and the manufacturer's warranty requirements.
13. Fully adhere 80 mil PVC membrane using the manufacturer's required adhesive (Owner to select color – White / Gray).
14. Base / Wall Flashings – Install base / wall flashings using thermoplastic (PVC) membrane fully adhered in membrane adhesive per the manufacturer's recommendations. New base / wall flashings shall include the installation of a 1/2" coverboard, fire-rated plywood, or other approved coverings over the existing wall conditions. (Note: 60 mil PVC membrane may be installed at these flashing locations, if approved by the roofing manufacturer in accordance with the warranty requirements.)
15. Install new roof drain inserts at all drain locations with PVC coated flashings as required by the roofing manufacturer. **(Note: The contractor shall obtain the services of a licensed plumbing contractor to scope all drains, clear any debris, clogs, etc. and ensure all plumbing is secure with no leaks prior to the beginning of any roofing work adjacent to the drain locations.)**
16. Install new PVC coated thru-wall overflow scuppers at areas identified on the project drawings. **(Note: New overflow scuppers shall be sized at no less than 8"H X 12"W)**
17. Replace the existing thru-wall scuppers with new PVC coated scuppers. **(Note: Existing overflow scuppers shall be enlarged to no less than 8"H X 12"W.)**
18. Install new 24 Gauge PVC coated metal flashings at all locations with new roof membrane overlapping / heat welding to metal flanges. (Pitch pans, penetration flashings, thru-wall scuppers, etc.)
19. Install new .040 pre-finished aluminum counter flashings, exterior scupper collars, edge / eave flashings, etc. at all required locations – (Color to be selected by owner).
20. Reflash all existing penetrations, curbs, vents, etc. per the roofing manufacturer's requirements. **(Note: The disconnect, movement, and re-connect of existing equipment shall be the responsibility of the installing contractor including any necessary electrical, plumbing, and/or mechanical work to ensure the proper installation of the new roof system. All subcontractors must be properly licensed, insured, and approved by the owner prior to the beginning of any work.)**
21. Seal existing concrete copings with tinted elastomeric coating to match the color of the existing substrates.

22. Seal all vertical masonry walls located above roof areas with a clear siloxane based sealant per the manufacturer's requirements.
23. Replace the existing wall-mounted ladder between roof areas B and C.
24. Replace the existing roof hatch located at roof area C. The new roof hatch shall be sized to fit the existing roof curb opening.
25. The contractor shall comply with all OSHA standards. The OSHA standards are subject to change, and such changes may affect the contractor in his performance under the contract. It is the contractor's responsibility to know such changes and effective dates of changes.
26. The contractor shall provide all license, permits, insurance, disposal fees, etc. required for the project.
27. Provide the Owner with a 5-year Contractor's Workmanship Guarantee.
28. Provide the Owner with a 20-year NDL (No Dollar Limit) Manufacturer's Warranty.
29. See associated project specifications for additional details and information regarding the required work.

END OF SECTION

## SECTION 07620 - FLASHING AND SHEET METAL

### PART 1 - GENERAL

*(NOTE: All flashing and sheet metal work shall be installed to meet and/or exceed ANSI / SPRI ES-1 installation requirements.)*

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Conform to profiles and sizes indicated on drawings or by existing conditions and comply with "Architectural Sheet Metal Manual" by SMACNA, for each general category of work required.
- B. Section Includes:
  - 1. Formed Products:
    - a. Formed sheet metal edge flashing fabrications.
    - b. Formed wall sheet metal fabrications.
- C. Related Sections:
  - 1. Division 6 Section "Rough Carpentry" for wood nailers, curbs, and blocking.

#### 1.3 SUBMITTALS

- A. Product Data: For each type of product indicated. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.
- B. Shop Drawings: Show layouts of sheet metal flashing and trim, including plans and elevations. Distinguish between shop- and field-assembled work. Include the following:
  - 1. Identify material, thickness, weight, and finish for each item and location in Project.
  - 2. Details for forming sheet metal flashing and trim, including profiles, shapes, seams, and dimensions.
  - 3. Details for fastening, joining, supporting, and anchoring sheet metal flashing and trim, including fasteners, clips, cleats, and attachments to adjoining work.
  - 4. Details of expansion-joint covers, including showing direction of expansion and contraction.

### PART 2 - PRODUCTS

#### 2.1 MATERIALS

- A. General: Protect mechanical and other finishes on exposed surfaces from damage by applying a strippable, temporary protective film before shipping.

- B. PVC-Coated Steel Sheet: ASTM A 792 Class AZ50 coating designation, Grade 50; structural quality. Restricted flatness steel sheet, metallic coated by the hot-dip process and pre-painted by the coil-coating process to comply with ASTM A 755/A 755M.
  - 1. Exposed PVC Coated Finish: Hot dipped galvanized G-90 with 17 mil PVC film laminated to one side.
  - 2. Color: Selected from manufacturer's full range of colors and finishes.
  - 3. Sheet Thickness: 24 Ga.
  - 4. Sheet Size: 4' X 10'
- C. Aluminum Sheet: ASTM B 209, alloy as standard with manufacturer for finish required, with temper as required to suit forming operations and performance required.
  - 1. Exposed Coated Finish: Two-Coat Fluoropolymer: AAMA 620. Fluoropolymer finish containing not less than 70 percent PVDF resin by weight in color coat (Kynar finish). Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
  - 2. Color: Selected from manufacturer's full range of colors and finishes.
  - 3. Sheet Thickness: .040
  - 4. Sheet Size: 4' X 10'
- D. Galvanized Steel: ASTM A653, G90, commercial or lock-forming quality, hot-dip galvanized steel sheet with 0.20-percent copper, mill phosphatized for painting.
  - 1. Exposed Coated Finish: Two-Coat Fluoropolymer: AAMA 620. Fluoropolymer finish containing not less than 70 percent PVDF resin by weight in color coat (Kynar finish). Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
  - 2. Color: Selected from manufacturer's full range of colors and finishes
  - 3. Sheet Thickness: 24 Ga.
  - 4. Sheet Size: 4' X 10'
- E. Cleats: Sheet metal cleats shall be utilized at all required details to ensure compliance with ANSI / SPRI ES-1 attachment methods. New sheet metal cleats shall be properly sized and match the attached metal flashing type (Aluminum, Copper, etc.).
- F. Fabricate sheet metal with flat-lock seams; solder with type solder and flux recommended by manufacturer, except seal aluminum seams with epoxy metal seam cement and, where required for strength, rivet seams and joints.
- G. Coat back-side of fabricated sheet metal with 15-mil sulfur-free bituminous coating, SSPC-Paint 12, where required to separate metals from corrosive substrates, including cementitious materials, wood or other absorbent materials; or provide other permanent separation.

- H. Provide for thermal expansion of running sheet metal work by overlaps of expansion joints in fabricated work. Where required for water-tight construction, provide hooked flanges filled with polyisobutylene mastic for 1-inch embedment of flanges. Space joints at intervals of not more than 50 feet for steel, 24 feet for copper or stainless steel, or 30 feet for zinc alloy or aluminum. Conceal expansion provisions where possible.
- I. Fasteners: Wood screws, annular threaded nails, self-tapping screws, self-locking rivets and bolts, and other suitable fasteners designed to withstand design loads and recommended by manufacturer of primary sheet metal or manufactured item.
  - 1. General: Blind fasteners or self-drilling screws, gasketed, with hex-washer head.
    - a. Exposed Fasteners: Heads matching color of sheet metal using plastic caps or factory-applied coating.
    - b. Blind Fasteners: High-strength aluminum or stainless-steel rivets suitable for metal being fastened.
    - c. Spikes and Ferrules: Same material as gutter; with spike with ferrule matching internal gutter width.
  - 2. Fasteners for Aluminum Sheet: Aluminum or Series 300 stainless steel.
  - 3. Fasteners for Stainless-Steel Sheet: Series 300 stainless steel.
  - 4. Fasteners for Zinc-Tin Alloy-Coated Stainless-Steel Sheet: Series 300 stainless steel.
  - 5. Fasteners for Zinc-Coated (Galvanized)] or Aluminum-Zinc Alloy-Coated Steel Sheet: Hot-dip galvanized steel according to ASTM A 153/A 153M or ASTM F 2329 or Series 300 stainless steel.
  - 6. Fasteners for Zinc Sheet: Hot-dip galvanized steel according to ASTM A 153/A 153M or ASTM F 2329 or Series 300 stainless steel.
  - 7. Fasteners for Copper Sheet: Copper plated stainless-steel zip fasteners / Copper rivets with steel mandrels.

## **PART 3 - EXECUTION**

### **3.1 INSTALLATION, GENERAL**

- A. Anchor work in place with noncorrosive fasteners, adhesives, setting compounds, tapes and other materials and devices as recommended by manufacturer of each material or system. Provide for thermal expansion and building movements.
- B. Seal moving joints in metal work with elastomeric joint sealants, complying with requirements specified in Division 7 Section "Joint Sealants."
- C. Nail flanges of expansion joint units to substrates at spacing of 6 inches o.c.
- D. Performance: Water-tight and weatherproof performance of flashing and sheet metal work is required.
- E. Fastener Sizes: Use fasteners of sizes that will penetrate wood sheathing not less than 1-1/4 inches for nails and not less than 3/4 inch for wood screws.

### **3.2 ROOF DRAINAGE SYSTEM INSTALLATION**

- A. General: Install sheet metal roof drainage items to produce complete roof drainage system according to SMACNA recommendations and as indicated. Coordinate installation of roof flashing with installation of roof drainage system where applicable.

### **3.3 WALL FLASHING INSTALLATION**

- A. General: Install sheet metal wall flashing to intercept and exclude penetrating moisture according to SMACNA recommendations and as indicated. Coordinate installation of wall flashing with installation of wall-opening components such as windows, doors, and louvers.
- B. Opening Flashings in Frame Construction: Install continuous head, sill, jamb, and similar flashings to extend 4 inches beyond wall openings.

### **3.4 CLEANING AND PROTECTION**

- A. Clean exposed metal surfaces of substances that interfere with uniform oxidation and weathering.
- B. Clean and neutralize flux materials. Clean off excess solder.
- C. Clean off excess sealants.
- D. Remove temporary protective coverings and strippable films as sheet metal flashing and trim are installed unless otherwise indicated in manufacturer's written installation instructions. On completion of installation, remove unused materials and clean finished surfaces. Maintain in a clean condition during construction.
- E. Replace sheet metal flashing and trim that have been damaged or that have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.

END OF SECTION 07620



## **SECTION 077233 - ROOF HATCHES**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. Work Included: Provide factory-fabricated roof hatches for ladder access.

#### **1.2 SUBMITTALS**

- A. Product Data: Submit manufacturer's product data.
- B. Shop Drawings: Submit shop drawings including profiles, accessories, location, adjacent construction interface, and dimensions.
- C. Warranty: Submit executed copy of manufacturer's standard warranty.

#### **1.3 QUALITY ASSURANCE**

- A. Manufacturer: A minimum of 5 years experience manufacturing similar products.
- B. Installer: A minimum of 2 years experience installing similar products.
- C. Manufacturer's Quality System: Registered to ISO 9001 Quality Standards including in-house engineering for product design activities.

#### **1.4 DELIVERY, STORAGE AND HANDLING**

- A. Deliver products in manufacturer's original packaging. Store materials in a dry, protected, well-vented area. Inspect product upon receipt and report damaged material immediately to delivering carrier and note such damage on the carrier's freight bill of lading.

#### **1.5 WARRANTY**

- A. Manufacturer's Warranty: Provide manufacturer's standard warranty. Materials shall be free of defects in material and workmanship for a period of five years from the date of purchase. Should a part fail to function in normal use within this period, manufacturer shall furnish a new part at no charge.

### **PART 2 - PRODUCTS**

#### **2.1 MANUFACTURER**

- A. Basis-of-Design: Type E Roof Hatch by The BILCO Company, P.O. Box 1203, New Haven, CT 06505, 1-800-366-6530, Fax: 1-203-535-1582, Web: [www.BILCO.com](http://www.BILCO.com).

#### **2.2 ROOF HATCH**

- A. Furnish and install where indicated on plans metal roof hatch Type E, size width: 36" (914mm) x length: 36" (914mm). Length denotes hinge side. The roof hatch shall be single leaf. The roof hatch shall be pre-assembled from the manufacturer.

- B. Performance characteristics:
1. Cover shall be reinforced to support a minimum live load of 40 psf (195kg/m<sup>2</sup>) with a maximum deflection of 1/150th of the span or 20 psf (97 kg/m<sup>2</sup>) wind uplift.
  2. Operation of the cover shall be smooth and easy with controlled operation throughout the entire arc of opening and closing.
  3. Operation of the cover shall not be affected by temperature.
  4. Entire hatch shall be weather tight with fully welded corner joints on cover and curb.
- C. Cover: Shall be [select: 14 gauge (1.9mm) galvanized steel or 11 gauge (2.3mm) aluminum] with a 3" (76mm) beaded flange with formed reinforcing members. Cover shall have a heavy extruded EPDM rubber gasket that is bonded to the cover interior to assure a continuous seal when compressed to the top surface of the curb.
- D. Cover insulation: Shall be fiberglass of 1" (25mm) thickness, fully covered and protected by a metal liner [select: 22 gauge (.8mm) galvanized steel or 18 gauge (1mm) aluminum].
- E. Curb: Shall be 12" (305mm) in height and of [select: 14 gauge (1.9mm) galvanized steel or 11 gauge (2.3mm) aluminum]. The curb shall be formed with a 3-1/2" (89mm) flange with 7/16" (11.1mm) holes provided for securing to the roof deck. The curb shall be equipped with an integral metal capflashing of the same gauge and material as the curb, fully welded at the corners, that features the Bil-Clip® flashing system, including stamped tabs, 6" (153mm) on center, to be bent inward to hold single ply roofing membrane securely in place.
- F. Curb insulation: Shall be rigid, high-density fiberboard of 1" (25mm) thickness on outside of curb.
- G. Lifting mechanisms: Manufacturer shall provide compression spring operators enclosed in telescopic tubes to provide, smooth, easy, and controlled cover operation throughout the entire arc of opening and closing. The upper tube shall be the outer tube to prevent accumulation of moisture, grit, and debris inside the lower tube assembly. The lower tube shall interlock with a flanged support shoe [for aluminum construction: welded to the curb assembly; for steel construction: through bolted to the curb assembly].
- H. Hardware
1. Heavy pintle hinges shall be provided
  2. Cover shall be equipped with a spring latch with interior and exterior turn handles
  3. Roof hatch shall be equipped with interior and exterior padlock hasps.
  4. The latch strike shall be a stamped component bolted to the curb assembly.
  5. Cover shall automatically lock in the open position with a rigid hold open arm equipped with a 1" (25mm) diameter red vinyl grip handle to permit easy release for closing.
  6. All hardware shall be zinc plated and chromate sealed. [For installation in highly corrosive environments or when prolonged exposure to hot water or steam is anticipated, specify Type 316 stainless steel hardware].

7. Cover hardware shall be bolted into heavy gauge channel reinforcing welded to the underside of the cover and concealed within the insulation space.

- I. Finishes: Factory finish shall be alkyd based red oxide primed steel.

## 2.3 HATCH RAIL SYSTEM

- A. Furnish and install hatch rail system Model RL2-E. The hatch rail system shall be field assembled and installed per the manufacturer's instructions.
- B. Performance characteristics:
  1. High visibility safety yellow powder coat paint finish (*other colors available as a special order*).
  2. Hatch rail system shall attach to the cap flashing of the roof hatch and shall not penetrate any roofing material.
  3. Hatch rail system shall satisfy the requirements of OSHA 29 CFR 1910.29 and shall meet OSHA strength requirements with a factor of safety of two.
  4. Corrosion resistant construction with a five-year warranty.
  5. Hinged gate shall ensure continuous barrier around the roof hatch.
  6. Self-closing gate hinge and positive latching system provided with hatch rail system.
- C. Posts and Rails: 1-1/4" (32mm) 6061 T6 schedule 40 aluminum pipe
- D. Hardware: Mounting brackets shall be 3/8" (9mm) thick extruded aluminum. Pivoting post guides with compression fittings and latching mechanism shall be cast aluminum. Self-closing hinges and all fasteners shall be type 316 stainless steel.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

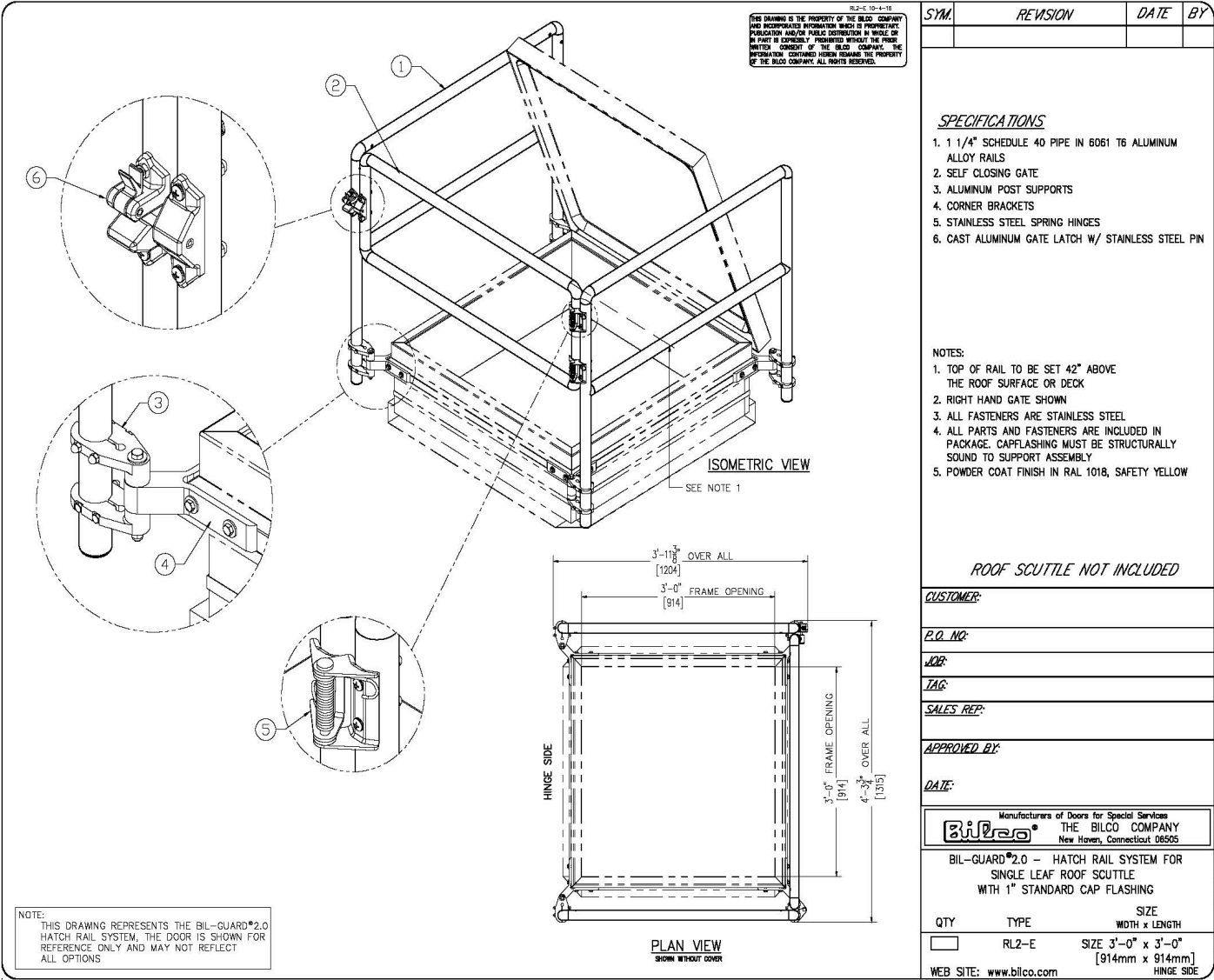
- A. Examine substrates and openings for compliance with requirements for installation tolerances and other conditions affecting performance. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 INSTALLATION

- A. Install products in strict accordance with manufacturer's instructions and approved submittals. Locate units level, plumb, and in proper alignment with adjacent work.
  1. Test units for proper function and adjust until proper operation is achieved.
  2. Repair finishes damaged during installation.
  3. Restore finishes so no evidence remains of corrective work.

### 3.3 ADJUSTING AND CLEANING

- A. Clean exposed surfaces using methods acceptable to the manufacturer which will not damage finish.



END OF SECTION

## **ROOF HATCHES (SCOPE OF WORK)**

### **A. Contractor Requirements:**

1. Replace all existing roof hatches with new approved hatches.
2. Install new handrail / guardrail components around the perimeter of roof hatches as required by current OSHA standards.
3. The contractor shall comply with all OSHA standards. The OSHA standards are subject to change, and such changes may affect the contractor in his performance under the contract. It is the contractor's responsibility to know such changes and effective dates of changes.
4. The contractor shall provide all license, permits, insurance, disposal fees, etc. required for the project.
5. Provide the Owner with a 5-year Contractor's Workmanship Guarantee.
6. Provide the Owner with a 5-year Manufacturer's Warranty.
7. See associated project specifications for additional details and information regarding the required work.

END OF SECTION

## SECTION 079200 - JOINT SEALANTS

### PART 1 GENERAL

#### 1.1 SECTION INCLUDES

- A. Exterior sealants.
- B. Metal lap joint sealants.
- C. Joint accessories.

#### 1.2 RELATED SECTIONS

- A. Roofing & Waterproofing

#### 1.3 REFERENCES

- A. ASTM International (ASTM):
  - 1. ASTM C 510 - Standard Test Method for Staining and Color Change of Single or Multi-component Joint Sealants.
  - 2. ASTM C 719 - Standard Test Method for Adhesion and Cohesion of Elastomeric Joint Sealants under Cyclic Movement (Hockman Cycle).
  - 3. ASTM C 794 - Standard Test Method for Adhesion-in-Peel of Elastomeric Joint Sealants.
  - 4. ASTM C 920 - Standard Specification for Elastomeric Joint Sealants.
  - 5. ASTM C 1087 - Standard Test Method for Determining Compatibility of Liquid-Applied Sealants with Accessories Used in Structural Glazing Systems.
  - 6. ASTM C 1193 - Standard Guide for Use of Joint Sealants.
  - 7. ASTM C 1248 - Standard Test Method for Staining of Porous Substrate by Joint Sealants.
  - 8. ASTM D 412 - Standard Test Methods for Vulcanized Rubber and Thermoplastic Elastomers Tension.
  - 9. ASTM D 679 - Methods of Testing and Tolerances for Certain Fine Staple Cotton Gray Goods.
  - 10. ASTM D 816 - Standard Test Methods for Rubber Cements.
  - 11. ASTM D 1002 - Standard Test Method for Apparent Shear Strength of Single-Lap-Joint Adhesively Bonded Metal Specimens by Tension Loading (Metal-to-Metal).
  - 12. ASTM D 2203 - Standard Test Method for Staining from Sealants.
  - 13. ASTM D 2240 - Standard Test Method for Rubber Property Durometer Hardness

#### 1.4 SUBMITTALS

- A. Submit under provisions of Section 01 30 00 - Administrative Requirements.
- B. Product Data: Manufacturer's data sheets on each product to be used, including:
  - 1. Preparation instructions and recommendations.
  - 2. Storage and handling requirements and recommendations.
  - 3. Installation methods.
- C. Test Reports:
  - 1. Submit results of laboratory pre-construction testing.
  - 2. Submit results of field pre-construction testing.
  - 3. Submit manufacturer's recommendations for joint preparation, priming, and joint accessory materials based on test results.
  - 4. Submit manufacturer's recommended installation procedure modifications resulting from field adhesion tests.

- D. Shop Drawings: Submit details to show installation and interface between sealants and adjacent work.
- E. Selection Samples: For each finish product specified, two complete sets of color charts for each sealant type for initial selection.
- F. Verification Samples: For each finish product specified, two samples, standard cured color samples for each sealant type illustrating selected colors.
- G. Manufacturer's Certificate:
  - 1. Certify products are suitable for intended use and products meet or exceed specified requirements.
  - 2. Certify applicator is approved by manufacturer.
- H. Qualifications Data:
  - 1. Submit applicator's qualifications, including reference projects of similar scope and complexity, with current phone numbers and contact names of architects and owners for verification.
- I. Manufacturer's Field Reports:
  - 1. Indicate time present at project site.
  - 2. Include observations; indicate compliance with manufacturer's installation instructions, and supplemental instructions provided to installers.
- J. Operation and Maintenance Data:
  - 1. Submit recommended inspection intervals.
  - 2. Submit instructions for repairing and replacing failed sealant joints.

## 1.5 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Minimum 10 year experience manufacturing similar products.
- B. Applicator Qualifications:
  - 1. Company specializing in performing work of this section with minimum three years documented experience, minimum three successfully completed projects of similar scope and complexity and approved by manufacturer.
  - 2. Designate one individual as project foreman who shall be on site at all times during installation.
- C. Laboratory Pre-Construction Testing:
  - 1. Test sealants, joint accessories, and joint substrates in accordance with the following, before starting work of this section:
    - a. Obtain samples of joint substrate products specified in other sections.
    - b. Adhesion: ASTM C 794 and ASTM C 719; determine surface preparation and required primer.
    - c. Compatibility: ASTM C 1087; determine materials forming joints and adjacent materials do not adversely affect sealant materials and do not affect sealant color.
    - d. Staining: ASTM D 2203, ASTM C 510, or ASTM C 1248; determine sealants will not stain joint substrates.
  - 2. Pre-construction testing is not required when sealant manufacturer can furnish data acceptable to Architect based on previous testing for materials matching those of the Work.

- D. Field Pre-Construction Testing:
  - 1. Test each elastomeric sealant and joint substrate in accordance with the following, before beginning work of this section:
    - a. Install sealants in field samples and mockups using joint preparation methods determined by laboratory pre-construction testing.
    - b. Remove existing sealant, clean joint, and install new sealant using manufacturer's recommended joint preparation methods.
    - c. Install field-test joints in inconspicuous location as approved by Architect].
    - d. Test Method: Manufacturer's standard field adhesion test to verify joint preparation and primer required to obtain optimum adhesion of sealants to joint substrate.
    - e. When test indicates sealant adhesion failure, modify joint preparation, primer, or both and retest until joint passes sealant adhesion test.
- E. Mockup:
  - 1. Install sealants in mockups specified in other sections including sealant and joint accessories to illustrate installation quality and color.
  - 2. Incorporate accepted mockup as part of Work.
  - 3. Repair seal joint mockups used for field adhesion testing.

#### 1.6 PRE-INSTALLATION MEETINGS

- A. Convene minimum two weeks prior to starting work of this section.

#### 1.7 DELIVERY, STORAGE, AND HANDLING

- A. Deliver and store products in manufacturer's unopened packaging bearing the brand name and manufacturer's identification until ready for installation.
- B. Store primers and sealants in cool dry location with ambient temperature range of 60 to 80 degrees F (15 to 27 degrees C).
- C. Handling: Handle materials to avoid damage.

#### 1.8 PROJECT CONDITIONS

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's recommended limits.
- B. Optimal application temperature is 32 degree F (0 degree C) and rising.
  - 1. Maintain sealant at room temperature before applying. If temperatures are below 32 degrees F (0 degrees C) contact manufacturer's customer service for application guidelines.

#### 1.9 SEQUENCING

- A. Schedule work so waterproofing, water repellents and preservative finishes are installed after sealants, unless sealant manufacturer approves otherwise in writing.



- B. Ensure sealants are cured before covering with other materials.
- C. Ensure that Work of this section are supplied to affected trades in time to prevent interruption of construction progress.

## 1.10 WARRANTY

- A. Provide manufacturer's signed standard limited warranty, against adhesive and cohesive failure of sealant and against infiltration of water and air through sealed joint for period of 1 year from date of completion.
  - 1. Manufacturer's standard warranty covering sealant materials.

## PART 2 PRODUCTS

### 2.1 MANUFACTURERS

- A. Basis of Design: Chem Link, 353 E. Lyons St.; Schoolcraft, MI 49087 ; Toll Free Tel: 800-826-1681; Tel: 269-679-4440 ; Fax: 269-679-4448
- B. Requests for substitutions will be considered in accordance with provisions of Section 01 60 00 - Product Requirements.

### 2.2 POLYETHER SEALANTS

- A. Type: 100% solids one-component, gun grade, polyether-base material. The sealant shall cure under the influence of atmospheric moisture to form an elastomeric joint material.
  - 1. Regulatory Compliance:
    - a. Conforms to OTC Rule for Sealants
    - b. Meets requirements of California Regs: CARB, BAAQMD and SCAQMD
    - c. Product does not contain cancer causing chemicals listed in California Proposition 65.
- B. Product: M-1 Structural Adhesive/Sealant as manufactured by Chem Link.
  - 1. ASTM C 920, Type S, Grade NS, Class 35, Use T1, NT, M, A, G and O.
  - 2. Federal Specification TT-C-0230C, Type II, Class B.
  - 3. CAN/CGSB-19.13-M87, Classification MCG-2-25-A-N, No. 81026.
  - 4. Conforms to USDA requirements for Non-food Contact.
  - 5. VOC Content: Less than 20 grams / liter ASTM D2369 EPA Method 24 (tested at 240 degree F / 115 degree C).
  - 6. Performance Requirements:
    - a. Tensile Properties (ASTM D-412) at 21 days: Tensile Stress: 370-psi minimum. Elongation at Break: 525%.
    - b. Shear Strength (ASTM D-1002): 390 psi.
    - c. Shore A Hardness (ASTM D-2240) at 21 days: 45.
    - d. Adhesion in Peel (TT-S-00230C, ASTM C 794).
    - e. Service Range: -40 degree to 200 degree F (-40 degree to 93 degree C).
    - f. The sealant shall conform The sealant shall be non-staining.
    - g. Optimal application temperature 32 degree F (0 degree C) and rising. Maintain sealant at room temperature before applying. If temperatures are below 32 degrees F (0 degrees C) contact manufacturer's customer service for application guidelines.

- C. Product: NovaLink 35 Concrete - Masonry Sealant as manufactured by Chem Link.
1. ASTM C 920, Type S, Grade NS, Class 35, Use T1, NT, M, A, G and O.
  2. Federal Specification TT-S-00230C, Type II, Class B.
  3. CAN/CGSB-19.13-M87, Classification MCG-2-25-A-N.
  4. Conforms to USDA requirements for Non-food Contact.
  5. VOC Content: Less than 24 grams / liter ASTM D2369 EPA Method 24 (tested at 240 degree F / 115 degree C).
  6. Performance Requirements:
    - a. Initial Cure (ASTM D-679): 60 minutes
    - b. Properties (ASTM D-412) at 21 days: Tensile Stress - 145-psi minimum. Elongation at Break - 445%.
    - c. Shore A Hardness (ASTM D-2240) at 21 days: 21.
    - d. Service Range: -40 degree to 200 degree F (-40 degree to 93 degree C).
    - e. The sealant shall be non-staining.
    - f. Optimal application temperature 32 degree F (0 degree C) and rising. Maintain sealant at room temperature before applying. If temperatures are below 32 degrees F (0 degrees C) contact manufacturer's customer service for application guidelines.

## 2.3 SILICONE SEALANTS

- A. Type: Single component neutral cure (RTV) silicone, adhesive sealant.
1. Regulatory Compliance:
    - a. Conforms to OTC Rule for Sealants
    - b. Meets requirements of California Regs: CARB, BAAQMD and SCAQMD
    - c. Product does not contain cancer causing chemicals listed in California Proposition 65.
- B. Product: MetaLink Neutral Cure Metal Roof Sealant as manufactured by Chem Link.
1. ASTM C920, Type S, Grade NS, Class 50; Uses NT, T2, M, G, A and O.
  2. Federal Specification TT-S-00230-C Type II, Class A
  3. Corps of Engineers CRD-C-541, Type II, Class A
  4. Canadian Standards Board CAN 19, 13-M82.
  5. Conforms to USDA Requirements for Non-food Contact.
  6. VOC Content: Less than 33 grams / liter ASTM D2369 EPA Method 24 (tested at 240 degree F / 115 degree C).
  7. Performance Requirements:
    - a. Initial Cure/Tack Free (ASTM D-679): 10 +/- 5 minutes.
    - b. Shrinkage: No visible shrinkage after 14 days.
    - c. Low Temperature Flex (ASTM D-816): Pass -10 degree F (-23 degree C) 1/4 inch (6.4 mm) mandrel.
    - d. Shear Strength (ASTM D-1002): 75 +/-5 psi.
    - e. Properties (ASTM D-412) at 21 days: Tensile Strength: 135 psi. Elongation at Break - Minimum 600%.
    - f. Shore A Hardness (ASTM D-2240) at 21 days: 10 +/- 3.
    - g. Service Range: -80 degree to 400 degree F (-62 degree to 204 degree C).
    - h. Optimal application temperature 32 degree F (0 degree C) and rising. Maintain sealant at room temperature before applying. If temperatures are below 32 degrees F (0 degrees C) contact manufacturer's customer service for application guidelines.

## 2.4 ACCESSORIES

- A. Joint Cleaner: Non-corrosive and non-staining type, recommended by sealant manufacturer; compatible with joint forming materials.

- B. Primer: Non-staining type, recommended by sealant manufacturer to suit application.
- C. Joint Backing: Round foam rod compatible with sealant; oversized 25 to 50 percent larger than joint width; recommended by sealant manufacturer to suit application
- D. Bond Breaker: Pressure sensitive tape recommended by sealant manufacturer to suit application.
- E. Masking tape: Non-staining, non-absorbent tape product compatible with joint sealants and adjacent joint surfaces.

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Verify substrate surfaces and joint openings are ready to receive work.
  - 1. Verify joint surfaces are clean and dry.
  - 2. Ensure concrete surfaces are fully cured.
- B. Report unsatisfactory conditions in writing to the Architect;
- C. Do not proceed until unsatisfactory conditions are corrected.

### 3.2 PREPARATION

- A. Prepare joints in accordance with ASTM C 1193 and manufacturer's instructions.
- B. Clean joint surfaces to remove dirt, dust, oils, wax, paints, and other contamination capable of affecting primer and sealant bond.
  - 1. Clean concrete joint surfaces to remove curing agents and form release agents.
- C. Protect elements surrounding the Work of this section from damage or disfiguration. Apply masking tape to adjacent surfaces when required to prevent damage to finishes from sealant installation.

### 3.3 EXISTING WORK

- A. Mechanically remove existing sealant.
- B. Clean joint surfaces of residual sealant and other contaminants capable of affecting sealant bond to joint surface.
- C. Allow joint surfaces to dry before installing new sealants.

### 3.4 SEALANT INSTALLATION

- A. Install primer and sealants in accordance with ASTM C 1193 and manufacturer's instructions.
- B. Install joint backing to maintain the following joint ratios:
  - 1. Joints up to 1/2 inch (13 mm) Wide: 1:1 width to depth ratio.
  - 2. Joints Greater than 1/2 inch (13 mm) Wide: 2:1 width to depth ratio; maximum 1/2 inch joint depth.

- C. Install bond breaker where joint backing is not used.
- D. Apply primer where required for sealant adhesion.
- E. Install sealants immediately after joint preparation.
- F. Install sealant free of air pockets, foreign embedded matter, ridges, and sags.
- G. Tool exposed joint surface flat.

### 3.5 MANUFACTURER'S FIELD SERVICES

- A. Require sealant manufacturer to be present at project site to:
  - 1. Observe sealant mockup installation and to issue reports of observations.
  - 2. Conduct field pre-construction testing.

### 3.6 CLEANING

- A. Remove masking tape. Clean adjacent surfaces soiled by sealant installation.

END OF SECTION

## SECTION 09900 - ELASTOMERIC ACRYLIC COATING

### PART 1 - GENERAL

#### 1.01 SUMMARY

- A. This Section includes surface preparation and field coating of the following:
  - 1. The work shall consist of surface cleaning, concrete/masonry patching, crack and joint repair and the application breathable, elastic, UV resistant, waterproof acrylic coating for exterior walls.

#### 1.02 SUBMITTALS

- A. Material List: Provide an inclusive list of required coating materials. Indicate each material and cross- reference the specific coating, finish system, and application. Identify each material by manufacturer's general classification.
- B. Manufacturer's Information: Provide manufacturer's technical information, including instructions for handling, storing, and applying each coating material proposed for use.
- C. Samples for Initial Selection: Provide color charts showing the full range of colors available for each type of finish-coat material indicated.
- D. Samples for Verification: Provide stepped samples, defining each separate coat. Use representative colors when preparing a job site mock-up for review. Reapply until required sheen, color and texture are achieved.

#### 1.03 QUALITY ASSURANCE

- A. The Contractor shall give the Architect/Engineer and coating Manufacturer a minimum of three days advance notice of the start of any field surface preparation work or coating application work.
- B. All work on surface preparation and coating application shall be performed in the presence of the Architect/Engineer or his designated representative, unless the Architect has specifically allowed the performance of such work in his absence.
- C. Only applicators trained in the application of the specified products will be allowed to work on the project.
- D. Equipment: All equipment for application of the coating and shall be furnished by the Contractor in first-class condition and shall comply with recommendations of the coating manufacturer.

#### 1.04 SERVICES OF MANUFACTURER'S REPRESENTATIVE

- A. The Contractor shall purchase coatings from the accepted manufacturer. The manufacturer shall assign a local representative to periodically observe the application of the product. The Contractor shall submit a detailed report to the Owner at the completion of his work identifying the products used and verifying that said products were applied in accordance with the written specification.

#### 1.05 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to the Project Site in manufacturer's original, unopened packages and containers bearing manufacturer's name and label, and the following information:
  - 1. Product name or title of material.
  - 2. Product description (generic classification or binder type).

3. Manufacturer's stock number.
  4. Thinning instructions.
  5. Application instructions.
  6. Color name and number.
  7. VOC content.
- B. Store materials not in use in tightly covered containers in a well-ventilated area at a minimum ambient temperature of 45° F (7° C). Maintain containers in storage in a clean condition, free of foreign materials and residue. Protect from freezing. Keep storage area neat and orderly. Remove oily rags and waste daily. Take necessary measures to ensure that workers and work areas are protected from fire and health hazards resulting from handling, mixing and application.

#### 1.06 PROJECT CONDITIONS

- A. Apply water-based coatings only when the air temperature is 45° F and rising.
- B. Do not apply water-based paint in snow, rain, fog, or mist; or at temperatures less than 5° F (3° C) above the dew point; or to damp or wet surfaces.

### PART 2 - PRODUCTS

#### 2.01 MATERIAL

- A. Approved Manufacturers:
  1. RD Coatings USA (Basis of Design)
  2. Lucas Acrylic Coatings
  3. Sherwin Williams Loxon XP
  4. GAF Hydrostop Acrylic Coatings
- B. Products of other manufacturers, comparable in quality and type of those specified will be considered. Product data must be provided, substantiated by certified tests that prove that the substituted material is equal in performance to the coating material specified. The written acceptance by the Architect/ Engineer must be obtained before the Contractor uses any such alternative products.
- C. Masonry Patching: Acrylic -modified one part concrete Cement-Filler, or similar Single package Portland Cement, non-shrink patching material.
- D. Caulking: One part, waterborne, recoatable acrylic dispersion.
- E. Primer: Acrylic impregnating water borne primer. The coating shall be a one part, acrylic, water borne, self-priming coating which can be applied either by brush or roller. Volatile organic compounds shall be 0% per gallon. Primers must be used undiluted.
- F. Base Coat: Acrylic Polymer coating with 71% solids by weight and 58% solids by volume. Volatile organic compounds shall be 45 g/l.
- E. Finish Coat: Acrylic polymer coating with 71% solids by weight; 58% solids by volume. Volatile organic compounds shall be 45 g/l. All above products shall be a one part, acrylic, thixotropic liquid, which can be applied either by brush, roller or airless spray equipment. The coating System shall form a seamless rubber waterproof membrane that can bridge small active cracks at cold temperatures, is unaffected by long-term weathering or ultraviolet light. The coating shall be breathable for water vapor but will reduce the diffusion of CO<sub>2</sub>.
- F. Accessory materials: Rust inhibitive coating to be used on exposed metals such as reinforcing bars etc. Volatile organic compounds shall be 8 g/l. Reinforcing Fleece to be used locally over active joints, cracks, and concrete patches.

## PART 3 - EXECUTION

### 3.01 SURFACE PREPARATION

- A. General: Surfaces to be coated shall be cleaned as required by the coating manufacturer to properly receive prime and finish coats. No surface preparation method shall be used unless acceptable to the coating manufacturer and the Architect/Engineer.
- B. Pressure Washing: All the surfaces of the existing walls shall be pressure washed at a pressure of 4,000 psi to remove all dirt, contamination, loose concrete, old unsound coatings and cementitious patch material not removed by power tools. The pressure washer shall be fitted with a 0° Spinner Tip and held at a distance of 6" to 12" from the surface, while staying perpendicular to the surface. Depending on the substrate, such as certain brick, soft stone etc, the pressure may have to be decreased or the 0° tip replaced with a fan tip. This will be determined during preparation of the Mock-up sample area.
- C. Hand and Power Tools: As necessary to remove all areas of unsound concrete and mortar splatter.

### 3.02 MATERIALS PREPARATION

- A. Materials Preparation: Mix and prepare coating materials according to manufacturer's written instructions.
- B. Maintain containers used in mixing and applying coating in a clean condition, free of foreign materials and residue.
- C. Stir material before application to produce a mixture of uniform density. Stir as required during application. Do not stir surface film into material. If necessary, remove surface film and strain material before using.
- D. Use only thinners approved by paint manufacturer and only within recommended limits.

### 3.03 COATING APPLICATION

- A. Minimum surface and atmospheric conditions: All surfaces must be completely dry. If the surfaces have picked up atmospheric pollutants, dust or airborne contaminants since the masonry was pressure washed, or at any other time during the project, it may be necessary to rinse the surface prior to applying the next coating.
- B. Temperature must be 45° F. and rising for 24 hours. If the relative humidity is above 85% consult the Manufacturer's Representative before proceeding with any coating application.
- C. Mock-up: The contractor must apply the specified system to a 10'x10' area and have it approved by the Architect/Engineer
- D. Coatings shall be applied without runs, sags, thin spots, pinholes or unacceptable marks. Coatings shall be applied at the rate specified by the coating manufacturer to achieve the minimum dry mil thickness required. Additional coats shall be applied, if necessary, to obtain thicknesses specified.
- E. Coatings shall be applied either by roller, brush or spray in strict accordance with the Manufacturer's instructions, as well as with the full knowledge of the Architect/Engineer.
- F. The Contractor shall follow a system of using different colors so that no two coats on a given surface are exactly the same color. Wet film thickness gages will be utilized for quality control.

- G. Special areas: Special attention shall be given to insure that edges, corners and crevices receive a film thickness equivalent to that of the adjacent coated surfaces.
- H. Masonry Patching: Cement Filler or similar cementitious patching material.
- I. Acrylic Wall Coating Sequence: The following coating sequence must be followed in the application of the coating specified. Change colors for each coat.
  - 1. Prime all concrete surfaces. Use a 3/4" nap roller and saturate the surface, the spread rate is approximately 1500 sf / 20 liter.
  - 2. All cracks over 1/16" must be filled and sealed.
  - 3. After the primer has dried, apply base coating at a thickness of 15 mils DFT.
  - 4. Apply the finish coat of elastomeric coating using a 1/2" to 3/4" nap roller, brushes or airless spray, at a thickness of 15 mils DFT.
- J. Completed Work: The completed system shall be uniform in color and texture.

### 3.04 QUALITY WORKMANSHIP

- A. The Contractor shall be responsible for the cleanliness of the coating operations and shall use covers and masking tape to protect the new and existing material not intended to be coated whenever such covering is necessary, or if so requested by the Owner. Any coatings identified for removal shall be carefully removed without damage to any finished coatings or surface. If damage does occur, the entire surface, adjacent to and including the damaged area, shall be recoated without visible lap marks and without additional cost to the Owner.
- B. Coatings found defective shall be removed and recoated as required by the architect / engineer. Before final acceptance of the Work, damaged surfaces shall be cleaned and recoated as directed by the architect / engineer.

### 3.05 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer and applicator agree(s) to repair or replace materials that fail due to pre-mature deterioration or issues during application.
  - 1. Warranty Length: 5 years from date of substantial completion

### 3.06 CLEANING

- A. Clean up: At the end of each workday, remove empty cans, rags, rubbish and other discarded paint materials from the site.
- B. After completing painting, clean glass and paint-spattered surfaces. Remove spattered paint by washing and scraping. Be careful not to scratch or damage adjacent finished surface.

END OF SECTION



## **ELASTOMERIC ACRYLIC COATING (SCOPE OF WORK)**

### **A. Contractor Requirements:**

1. Pressure wash / clean the existing stone copings.
2. Seal all masonry stone joints utilizing the manufacturer's approved flashing grade sealant.
3. Install new elastomeric acrylic coating over the entire masonry stone coping substrates utilizing no less than two (2) coats per the manufacturer's requirements. (Owner to select color)
4. The contractor shall comply with all OSHA standards. The OSHA standards are subject to change, and such changes may affect the contractor in his performance under the contract. It is the contractor's responsibility to know such changes and effective dates of changes.
5. The contractor shall provide all license, permits, insurance, disposal fees, etc. required for the project.
6. Provide the Owner with a 5-year Contractor's Workmanship Guarantee.
7. Provide the Owner with a 5-year Manufacturer's Warranty.
8. See associated project specifications for additional details and information regarding the required work.

END OF SECTION

## **SECTION 099100 - PAINTING**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of Contract including General and Supplementary Conditions and Division 1 Specification sections apply to work of this section.

#### **1.2 DESCRIPTION OF WORK**

- A. Extent of painting work is indicated on drawings and schedules, and as herein specified including accent painting.
- B. Work includes painting and finishing of exterior exposed wood items and surfaces replaced throughout project, except as otherwise indicated.
  - 1. Surface preparation, priming and coats of paint specified are in addition to shop-priming and surface treatments specified under other sections of work.
- C. "Paint" as used herein means all coating systems materials, including primers, emulsions, enamels, stains, sealers and fillers, and other applied materials whether used as prime, intermediate or finish coats.
- D. Surfaces to be Painted: Except where natural finish of material is specifically noted as a surface not to be painted, paint exposed surfaces whether or not colors are designated in "schedules". Where items or surfaces are not specifically mentioned, paint the same as similar adjacent materials or areas. If color or finish is not designated, Architect will select these from standard colors or finishes available.
- E. Following categories of work are not included as part of field-applied finish work.
  - 1. Concealed Surfaces: Unless otherwise indicated, painting is not required on surfaces such as concealed areas and generally inaccessible areas, foundation spaces, furred areas, utility tunnels, pipe spaces, duct shafts and elevator shafts.
- F. Do not paint over any code-required labels, such as Underwriters' Laboratories and Factory Mutual, or any equipment identification, performance rating, name, or nomenclature plates.

#### **1.3 QUALITY ASSURANCE**

- A. Single Source Responsibility: Provide primers and other undercoat paint produced by same manufacturer as finish coats. Use only thinners approved by paint manufacturer and use only within recommended limits.
- B. Coordination of Work: Review other sections of these specifications in which prime paints are to be provided to ensure compatibility of total coatings system for various substrates. Upon request from other trades, furnish information or characteristics of finish materials provided for use, to ensure compatible prime coats are used.

#### **1.4 SUBMITTALS**

- A. Product Data: Submit manufacturer's technical information including paint label analysis and application instructions for each material proposed for use.

## **1.5 DELIVERY AND STORAGE**

- A. Deliver materials to job site in original, new and unopened packages and containers bearing manufacturer's name and label, and following information:
  - 1. Name or title of material.
  - 2. Fed. Spec. number, if applicable.
  - 3. Manufacturer's stock number and date of manufacturer.
  - 4. Manufacturer's name.
  - 5. Contents by volume, for major pigment and vehicle constituents.
  - 6. Thinning instructions.
  - 7. Application instructions.
  - 8. Color name and number.
- B. Store materials not in actual use in tightly covered containers. Maintain containers used in storage of paint in a clean condition, free of foreign materials and residue.
  - 1. Protect from freezing where necessary. Keep storage area neat and orderly. Remove oily rags and waste daily. Take all precautions to ensure that workmen and work areas are adequately protected from fire hazards and health hazards resulting from handling, mixing and application of paints.

## **1.6 JOB CONDITIONS**

- A. Apply water-based paints only when temperature of surfaces to be painted and surrounding air temperatures are between 50 degree F and 90 degrees F, unless otherwise permitted by paint manufacturer's printed instructions.
- B. Apply solvent-thinned paints only when temperature of surfaces to be painted and surrounding air temperatures are between 45 degree F and 95 degree F, unless otherwise permitted by paint manufacturer's printed instructions.
- C. Do not apply paint in snow, rain, fog or mist, or when relative humidity exceeds 85% or to damp or wet surfaces, unless otherwise permitted by paint manufacturer's printed instructions.

## **PART 2 - PRODUCTS**

### **2.1 MANUFACTURERS**

- A. The following manufacturers are listed as acceptable substitutions to the establish minimum standards. Sherwin Williams Products are listed as the basis of design.
  - 1. Sherwin Williams Paint Company (SW)
  - 2. Benjamin Moore and Co. (Moore).
  - 3. Pittsburgh Paints (PPG).
- B. Equal products of other manufacturers may be used in the work, provided such products have been approved by the Architect, not less than Ten (10) days prior to scheduled bid opening.

## **2.2 MATERIALS**

- A. Material Quality: Provide best quality grade of various types of coatings as regularly manufactured by acceptable paint materials manufacturers. Materials not displaying manufacturer's identification as a standard, best-grade product will not be acceptable.
  - 1. Proprietary names used to designate colors or materials are not intended to imply that products of named manufacturers are required to exclusion of equivalent products of other manufacturers.
  - 2. Federal Specifications establish minimum acceptable quality for paint materials. Provide written certification from paint manufacturer that materials provided meet or exceed these minimums.
  - 3. Manufacturer's products which comply with coating qualitative requirements of applicable Federal Specifications, yet differ in quantitative requirements, may be considered for use when acceptable to Architect. Furnish material data and manufacturer's certificate of performance to Architect for any proposed substitutions.
- B. Color Pigments: Pure, non-fading, applicable types to suit substrates and service indicated.

## **PART 3 - EXECUTION**

### **3.1 INSPECTION**

- A. Applicator must examine areas and conditions under which painting work is to be applied and notify owner in writing of conditions detrimental to proper and timely completion of work. Do not proceed with work until unsatisfactory conditions have been corrected in a manner acceptable to Applicator. If work is begun before satisfactory conditions are met, then it shall be the Applicators' responsibility for the finish surfaces conditions.
- B. Starting of painting work will be construed as Applicator's acceptance of surfaces and conditions within any particular area.
- C. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions otherwise detrimental to formation of a durable paint film.

### **3.2 SURFACE PREPARATION**

- A. General: Perform preparation and cleaning procedures in accordance with paint manufacturer's instructions and as herein specified, for each particular substrate condition.
  - 1. Provide barrier coats over incompatible primers or remove and reprime as required. Notify Architect in writing of any anticipated problems in using the specified coating systems with substrates primed by others.
  - 2. Remove hardware, hardware accessories, machined surfaces, plates, lighting fixtures, and similar items in place and not to be finish-painted or provide surface-applied protection prior to surface preparation and painting operations. Remove, if necessary, for complete painting of items and adjacent surfaces. Following completion of painting of each space or area, reinstall removed items.

3. Contractor MUST remove ALL foreign matter/material not pertinent to new paint from all surfaces before application of any new paint. Foreign matter/material includes, but is not limited to, flaking paint, tape, tacks, nails, poster gum, adhesives of any kind etc.
4. Clean surfaces to be painted before applying paint or surface treatments. Remove oil and grease prior to mechanical cleaning. Program cleaning and painting so that contaminants from cleaning process will not fall onto wet, newly-painted surfaces.
- B. Wood: Clean wood surfaces to be painted of dirt, oil, or other foreign substances with scrapers, mineral spirits, and sandpaper, as required. Sandpaper smooth those finished surfaces exposed to view and dust off. Scrape and clean small, dry, seasoned knots and apply a thin coat of white shellac or other recommended knot sealer, before application of priming coat. After priming, fill holes and imperfections in finish surfaces with putty or plastic wood-filler. Sandpaper smooth when dried.
  1. Prime, stain, or seal wood required to be job-painted immediately upon delivery to job. Prime edges, ends, faces, undersides, and backsides of such wood, including cabinets, counters, cases, paneling.
  2. When transparent finish is required, use spar varnish for backpriming.
  3. Backprime all exposed exterior wood. Backprime paneling on interior partitions only where masonry, plaster, or other wet wall construction occurs on backside.
  4. Seal tops, bottoms, and cut-outs of unprimed wood doors with a heavy coat of varnish or equivalent sealer immediately upon delivery to job.

### 3.3 MATERIALS PREPARATION

- A. Mix and prepare painting materials in accordance with manufacturer's directions.
- B. Maintain containers used in mixing and application of paint in a clean condition, free of foreign materials and residue.
- C. Stir materials before application to produce a mixture of uniform density and stir as required during application. Do not stir surface film into material. If film exists, remove film and strain paint material.

### 3.4 APPLICATION

- A. General: Apply paint in accordance with manufacturer's directions. Use applicators and techniques best suited for substrate and type of material being applied. Paint colors, surface treatments, and finishes, are indicated in "schedules" of the contract documents.
  1. Provide finish coats which are compatible with prime paints used.
  2. Apply additional coats when undercoats, stains or other conditions show through final coat of paint, until paint film is of uniform finish, color and appearance. Give special attention to insure that surfaces, including edges, corners, crevices, welds, and exposed fasteners receive a dry film thickness not less than specified thickness.
- B. Scheduling Painting: Apply first-coat material to surfaces that have been cleaned, pretreated or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration.

1. Allow sufficient time between successive coatings to permit proper drying. Do not recoat until paint has dried to where it feels firm, does not deform or feel sticky under moderate thumb pressure, and application of another coat of paint does not cause lifting or loss adhesion of the undercoat.
- C. Minimum Coating Thickness: Apply materials at not less than manufacturer's recommended spreading rate, to establish a total dry film thickness as indicated or, if not indicated, as recommended by coating manufacturer.
- D. Prime Coats: Apply prime coat where required to be painted or finished, and which has not been primed coated by others.
  1. Recoat primed and sealed surfaces where there is evidence of suction spots or unsealed areas in first coat, to assure a finish coat with no burn-through or other defects due to insufficient sealing.
- E. Pigmented (Opaque) Finishes: Completely cover to provide an opaque, smooth surface of uniform finish, color, appearance and coverage. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness or other surface imperfections will not be acceptable.
- F. Transparent (Clear) Finishes: Use multiple coats to produce glass-smooth surface film of even luster. Provide a finish free of laps, cloudiness, color irregularity, runs, brush marks, orange peel, nail holes, or other surface imperfections.
  1. Provide satin finish for final coats, unless otherwise indicated.
- G. Completed Work: Match approved samples for color, texture and coverage. Remove, refinish or repaint work not in compliance with specified requirements.

### 3.5 FIELD QUALITY CONTROL

- A. The right is reserved by Owner to invoke the following material testing procedure at any time, and any number of times during period of field painting:
  1. Engage services of an independent testing laboratory to sample paint being used. Samples of materials delivered to project site will be taken, identified and sealed, and certified in presence of Contractor.
  2. Testing laboratory will perform appropriate tests for any or all of following characteristics: Abrasion resistance, apparent reflectivity, flexibility, washability, absorption, accelerated weathering, dry opacity, accelerated yellowness, recoating, skinning, color retention, alkali resistance and quantitative materials analysis.
- B. If test results show that material being used does not comply with specified requirements, Contractor may be directed to stop painting work, and remove non-complying paint; pay for testing; repaint surfaces coated with rejected paint; remove rejected paint from previously painted surfaces if, upon repainting with specified paint, the two coatings are non-compatible.

### 3.6 CLEAN-UP AND PROTECTION

- A. Clean-Up: During progress of work, remove from site discarded paint materials, rubbish, cans and rags at end of each day.

- B. Upon completion of painting work, clean window glass and other paint-spattered surfaces. Remove spattered paint by proper methods of washing and scraping, using care not to scratch or otherwise damage finished surfaces.
- C. Protection: Protect work of other trades, whether to be painted or not, against damage by painting and finishing work. Correct any damage by cleaning, repairing or replacing, and repainting, as acceptable to Architect.
  - 1. Provide "Wet Paint" signs as required to protect newly painted finishes. Remove temporary protective wrappings provided by others for protection of their work, after completion of painting operations.
- D. At completion of work of other trades, touch-up and restore all damaged or defaced painted surfaces.

### 3.7 EXTRA STOCK

- A. Deliver stock of maintenance materials to Owner. Furnish maintenance materials from same manufactured lot as materials installed and enclosed in protective packaging with appropriate identifying labels.
  - 1. Paint: Furnish not less than one gallon for each type and color, applied.

### 3.8 EXTERIOR PAINT SCHEDULE

#### A. GENERAL

- 1. Paint all new roof penetrations at roof areas, including roof attic ventilators and exhaust fan housings.
- 2. General: Provide the following paint systems for the various substrates, as indicated.

#### B. EXTERIOR METALS

- 1. Ferrous Metal.
  - a. Alkyd Gloss Enamel Finish.
    - i. 2 Finish Coats over primer, with total dry film thickness not less than 6.0 mils.
    - ii. 1st Coat: S-W Pro Industrial Pro-Cryl® Universal Acrylic Primer, B66-01310 Series (5.0-10.0 mils wet, 1.9-3.8 mils dry per coat).
    - iii. 2nd Coat: S-W Industrial Enamel, Gloss Finish, B54 Series.
    - iv. 3rd Coat: S-W Industrial Enamel, Gloss Finish, B54 Series, (2-4 mils dry per coat).
  - b. (*Contractor Option*) Waterbased Alkyd Gloss Enamel Finish.
    - i. 2 Finish Coats over primer, with total dry film thickness not less than 6.0 mils.
    - ii. 1st Coat: S-W Pro Industrial Pro-Cryl® Universal Acrylic Primer, B66-01310 Series (5.0-10.0 mils wet, 1.9-3.8 mils dry per coat).
    - iii. 2nd Coat: S-W Pro Industrial Waterbased Alkyd Urethane Enamel, Gloss Finish, B53 Series.
    - iv. 3rd Coat: S-W Pro Industrial Water-based Alkyd Urethane Enamel, Gloss Finish, B53 Series, (1.4 - 1.7 mils dry per coat).

C. EXTERIOR WOODWORK

1. Painted Woodwork.

a. Exterior Acrylic Latex Gloss Finish.

- i. 2 finish coats over primer with total dry film thickness of not less than 5.0 mils. Back prime all trim.
- ii. 1st Coat: S-W Exterior Oil-Based Wood Primer, Y24W08020 (4 mils wet, 2.2 mils dry).
- iii. 2nd Coat: S-W SuperPaint Exterior Latex Gloss Paint, A84 Series.
- iv. 3rd Coat: S-W SuperPaint Exterior Latex Gloss Paint, A84 Series (4 mils wet, 1.5 mils dry per coat).

END OF SECTION



## SECTION 22000 - PLUMBING

### PART 1 - GENERAL

#### 1.1 SECTION INCLUDES

- A. Roof drain obstruction removal
- B. Roof drain plumbing repairs

#### 1.2 RELATED SECTIONS

- A. Section 06100 Rough Carpentry
- B. Section 075419 Polyvinyl-Chloride (PVC) Roofing

#### 1.3 REFERENCES

- A. FM: FM Global
- B. NEMA: National Electrical Manufacturers Association
- C. OSHA: Occupational Safety and Health Administration

#### 1.4 SUBMITTALS

- A. General:
  - 1. Comply with the requirements of Section 013300, Submittal Procedures, and the additional requirements specified herein.
- B. Product Data:
  - 1. Submit product data for review on all plumbing components

#### 1.5 QUALITY ASSURANCE

- A. Materials and equipment shall be new. Work shall be of good quality, free of faults and defects.
- B. All equipment shall fit in the space provided.
- C. Workmanship:
  - 1. Install all materials in a neat and workmanlike manner.
  - 2. Follow manufacturer's directions. If they are in conflict with the contract documents, obtain clarification before starting work.
- D. Cutting and Patching:
  - 1. Cutting, patching and repairing for the proper installation and completion of the work specified in this division, including plastering, masonry work, concrete work, carpentry work, firestopping, and painting, shall be performed by skilled craftsmen of each respective trade in conformance with the appropriate division of work. Additional openings required in building construction shall be made by drilling or cutting.
  - 2. Fill holes which are cut oversize so that a tight fit is obtained around the objects passing through.
  - 3. New or existing work that is cut or damaged shall be restored to its original condition. Where alterations disturb existing finishes, the surfaces shall be repaired, refinished and left in condition existing prior to commencement of work.

1.6 PROJECT CONDITIONS

- A. Coordinate exact requirements governed by actual work conditions. Check all information and report any discrepancies before fabricating work. Report changes in time to avoid unnecessary work.
- B. Comply with the requirements of Section 017000, Execution Requirements, for investigation prior to penetration of floor slabs.

PART 2 - PRODUCTS

2.1 REPLACEMENT PLUMBING COMPONENTS

- A. Replace damaged / deteriorated plumbing lines resulting in open conditions
  - 1. Piping: Match existing
  - 2. Sealant: Product manufacturer's approved joint sealants

PART 3 - EXECUTION

3.1 TESTING

- A. Scope all roof drains with an approved camera to determine any partial blockages, complete blockages, open connections, deteriorated conditions, etc.
- B. Perform water testing at each drain for no less than 20 minutes with maximum force to ensure heavy water flow and determine leaks at joints or damaged plumbing locations.

3.2 CLEARING OF DRAINS

- A. Prior to any demolition activities, coordinate safe-off of live utilities.
- B. Perform approved techniques to open any partial or complete blockages (mechanical drilling, high pressure air / water forcement, etc.)

3.3 REPLACEMENT OF DRAIN OR PLUMBING COMPONENTS

- A. Replace drain or plumbing components which cannot be cleared or sealed in any other manner.
  - 1. Protect interior finishes from potential damages.
  - 2. Remove or relocate plumbing piping, wiring, devices and other equipment encountered in existing areas affected by this work.
  - 3. Replace affected plumbing components with equal products.
  - 4. Replace / repair adjacent structural or finished components disturbed during the plumbing replacement process.

3.4 FINAL TESTING

- A. Test all replaced plumbing components with full volume water for no less than 20 minutes to ensure proper water flow with watertight joints.

3.5 CLEANING

- A. Clean plumbing equipment, fixtures and piping of stampings and markings (except those required by codes), iron cuttings, and other refuse.
- B. Clean scratched or marred painted surfaces of rust or other foreign matter and paint with matching color industrial enamel, except as otherwise noted.

END OF SECTION

**PLUMBING  
(SCOPE OF WORK)**

**A. Contractor Requirements:**

1. Scope all roof drains with an approved camera to determine any partial blockages, complete blockages, open connections, deteriorated conditions, etc.
2. Perform water testing at each drain for no less than 20 minutes with maximum force to ensure heavy water flow and determine leaks at joints or damaged plumbing locations.
3. Replace drain or plumbing components which cannot be cleared or sealed in any other manner.
4. Test all replaced plumbing components with full volume water for no less than 20 minutes to ensure proper water flow with watertight joints.
5. The contractor shall comply with all OSHA standards. The OSHA standards are subject to change, and such changes may affect the contractor in his performance under the contract. It is the contractor's responsibility to know such changes and effective dates of changes.
6. The contractor shall provide all license, permits, insurance, disposal fees, etc. required for the project.
7. Provide the Owner with a 5-year Contractor's Workmanship Guarantee.
8. See associated project specifications for additional details and information regarding the required work.

END OF SECTION

## **EXHIBIT ONE**

### **INFRARED SCAN**

**By**

**ROOF ASSET MANAGEMENT, INC.**

January 11, 2023

# **RAM** ROOF ASSET MANAGEMENT, INC.

FL ARCHITECTURE CERT. OF AUTH. 26000505

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## **ALABAMA**

4950 Woodfield Drive  
Millbrook, AL 36054  
Phone (334) 590-7999  
Fax (334) 290-0678

**Harmon Recreation Center  
1611 Belfast Street  
Mobile, AL 36605**

## **INFRARED SCAN**

**Jan 11 2023**





**Inspection Date:** Jan 11 2023

**Thermographer:** Tony Weaver

**Roof Area:** All

**Client:** City of Mobile

**Project Name:** Harmon Recreation Center

**Address:** 1611 Belfast Street

**City:** Mobile

**State:** AL

**Zip:** 36605

**Weather Conditions:** Sunny

**Temp:** 71.6 °F

**Relative Humidity:** 83.13 % **Dew Point:** 66.2 °F

**Barometric Pressure:** 30.04 mb/hPa

**Start Time:** 4:30PM

**Equipment Info:** Flir e50bx

**System Manufacturer:** Unknown

**Deck Type:** Variuos

**Vented:**

**Roof System:** Modified

**Type:** SBS

**Attachment:** Fully-Adhered

**Surfacing:** Granules

**Insulation:** Yes

**Type:**

**Insulation Thickness:**

**Attachment:**

**Cover Board:**

**Type:**

**Insulation Thickness:**

**Attachment:**

### Observations

An infrared moisture scan was performed throughout the required roof areas at the above named facility to assist in determining the presence of moisture within the existing roof system(s) and associated flashing components, if any. The scan was executed with a Flir thermal imaging camera and began in the late evening to allow the surface temperature of the roofs to begin cooling. All required roof areas were scanned in small increments to ensure a close observation of all flashings, perimeters, penetrations, and miscellaneous roof components. Various photographs were captured with infrared and digital cameras to document the results of the scan. Several of these photographs are included on the following pages.

The complete scan of the required roofs and flashings revealed a combined total of 2,088 square feet (20.88 sqs) of moisture present within the existing roof system at locations as noted below and on the attached roof images.

- Area A - 348 sqft. (3.48 sqs.)
- Area B - 478 sqft. (4.78 sqs.)
- Area C - 45 sqft. (.45 sqs.)
- Area D - 1,217 sqft. (12.17 sqs.)

All roof areas identified as wet by the infrared camera were tested with a Tramex moisture meter to validate the presence of moisture. Confirmed wet roof areas were marked with spray paint on the existing roof surface and documented on the attached roof image to assist with the identification of the affected locations. The areas of moisture were primarily located around wall / base flashings, edge flashings, roof penetrations, curb flashings, etc..

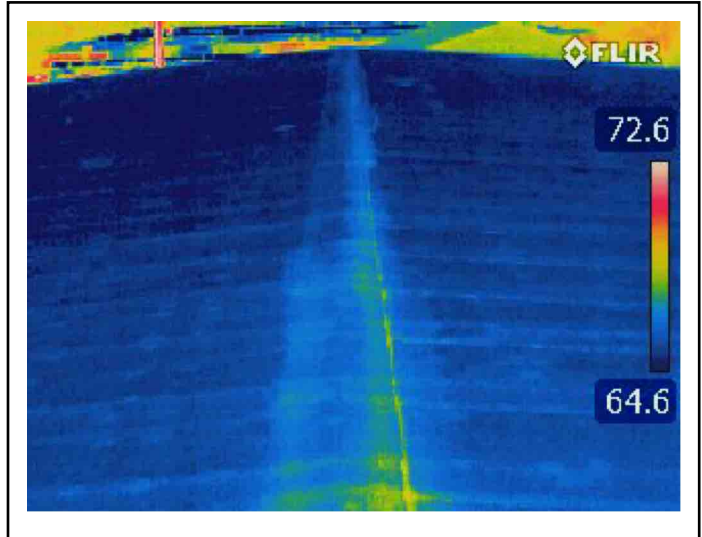
Based on the information obtained during this moisture scan, it appears the existing roof system(s) are dry throughout a large portion of the roofs with the exception of the square footage listed above and noted on the attached roof image. There were no destructive tests performed during the infrared scan process. Additional verification of moisture should be performed by the roofing contractor during the specified work by exposing any underlying layers of insulation, felt plies, decking, etc. at all marked roof areas. All wet roofing components should be replaced or repaired per the project requirements and manufacturers recommendations prior to the installation of new roofing materials.

(Note: The results of this infrared scan are based on the conditions observed on the date of the work. Results may vary over a period of time due to future weather conditions or additional deterioration of the existing roof systems.)



**Description**

General overview of the existing modified bitumen roof system.

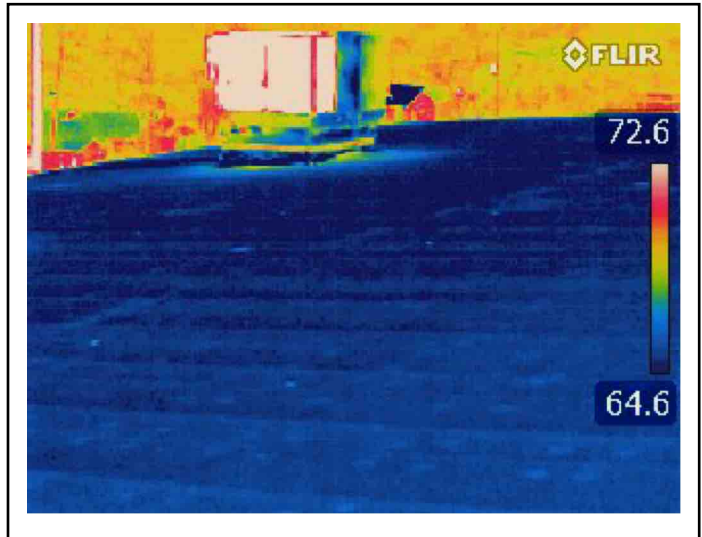


Infrared image of the roof area on left.



**Description**

General overview of the existing modified bitumen roof system.



Infrared image of the roof area on left.



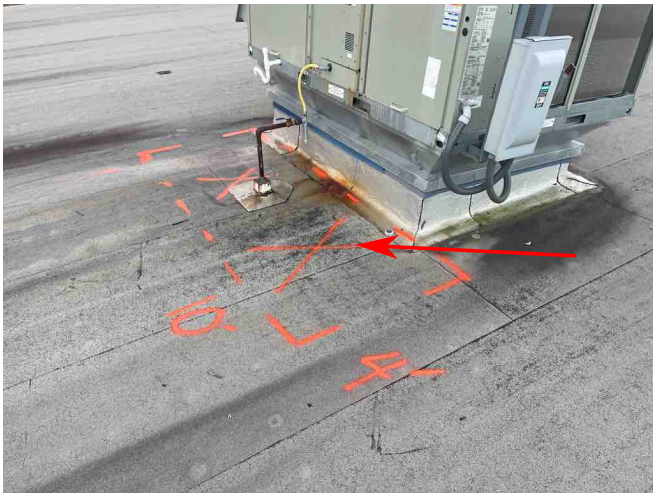


#### Description

Overview of area where moisture was found to be present within the existing roof system.



Infrared image of the roof area on left.



#### Description

Overview of area where moisture was found to be present within the existing roof system.



Infrared image of the roof area on left.



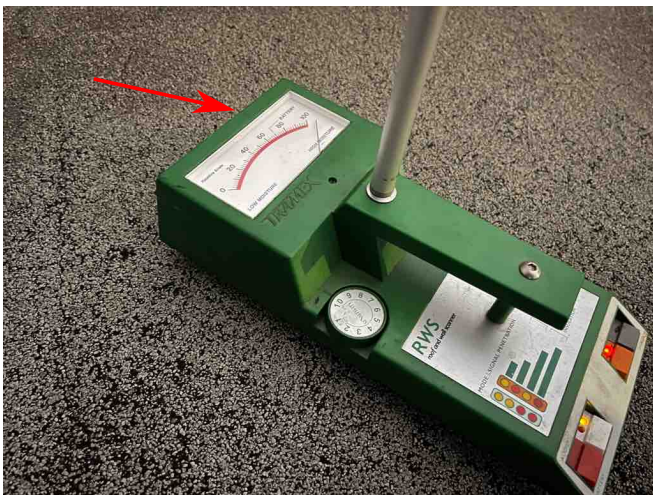


#### Description

Confirmed areas of moisture were marked with spray paint for identification purposes.



Infrared image of the roof area on left.



#### Description

All areas of moisture identified by the infrared camera were tested with a Tramex moisture meter to validate findings.



All areas of moisture identified by the infrared camera were tested with a Tramex moisture meter to validate findings.





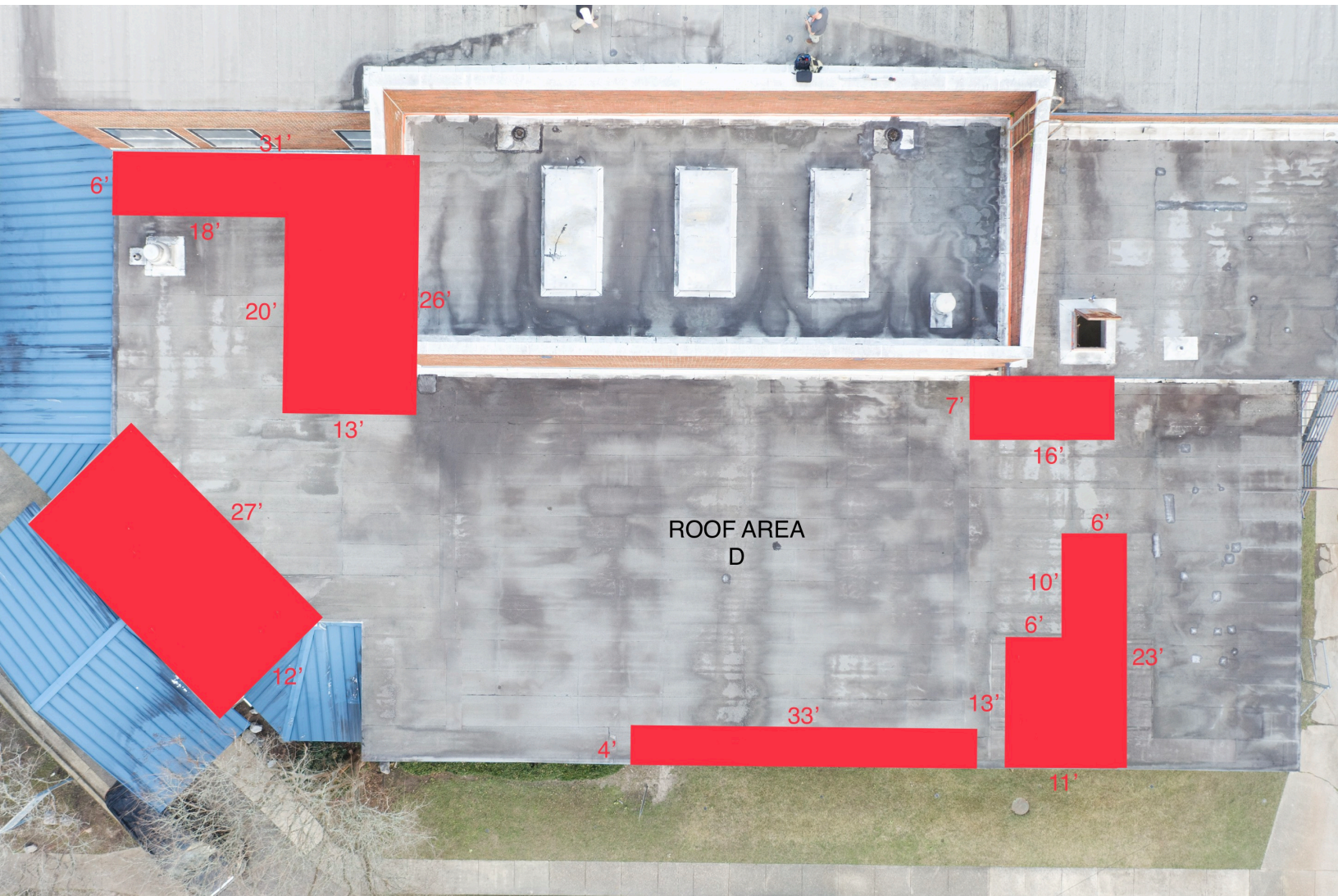












## **DRAWINGS**



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**(PR-057-23)**  
**CITY OF MOBILE**  
**HARMON RECREATION CENTER**  
**(RE-ROOFING)**  
**1611 BELFAST STREET**  
**MOBILE, AL 36605**

#### GENERAL NOTES:

Contractor is responsible for the verification of all measurements and existing conditions.

Drawings are representative only and should not be construed as accurate.

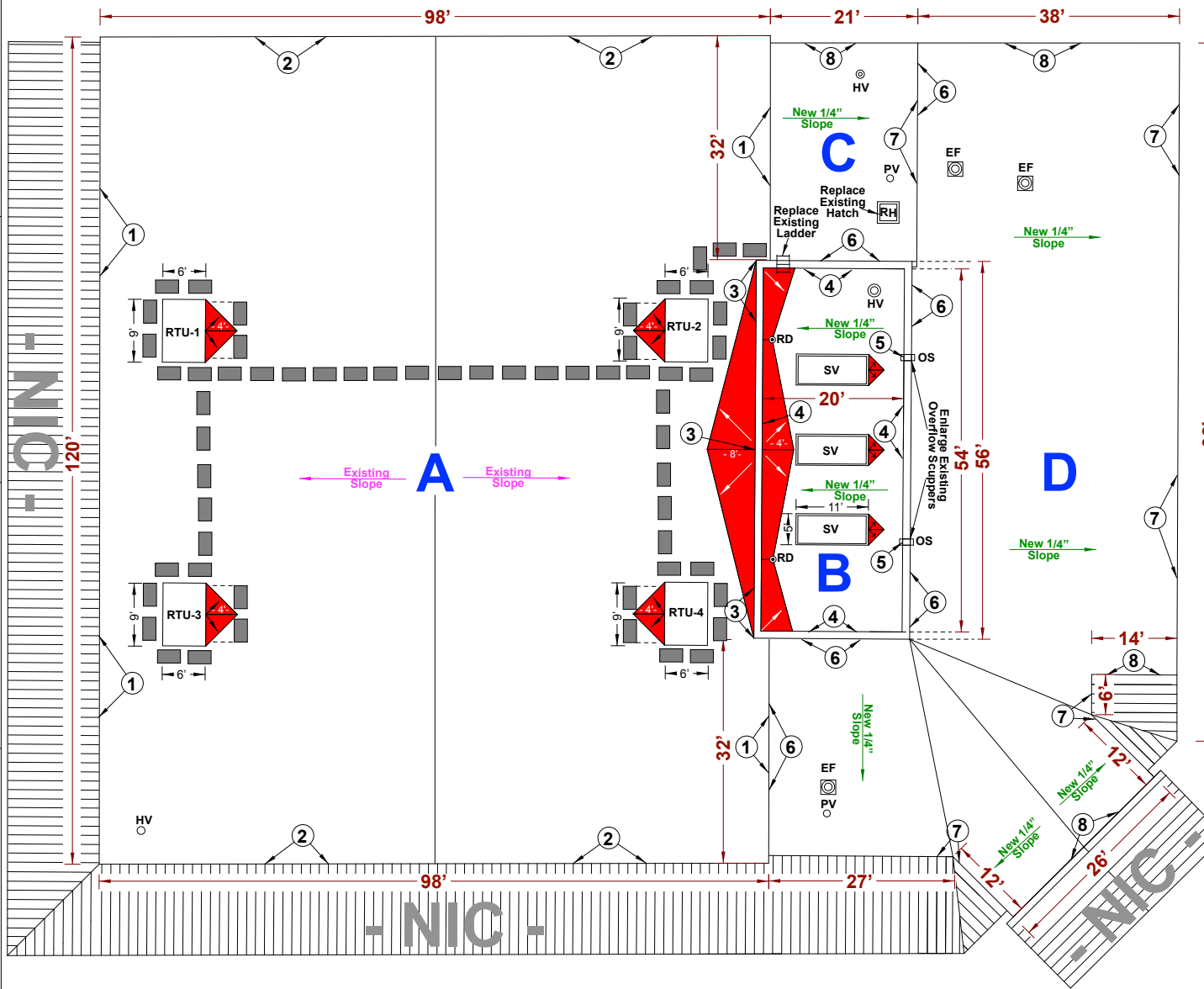
Placement of equipment is relative and not exact.

All dimensions are approximate and subject to construction tolerances.

The plans document the general intent of the work in scope and layout. They are not intended to show in minute detail.

All details are shown for the purpose of execution only. The manufacturer's warranty requirements shall govern all flashing details.

NEW ROOF PLAN  
(Page 1 of 2)  
NOT TO SCALE



#### LEGEND:

PV - Plumbing Vent  
EF - Exhaust Fan  
HV - Heater Vent  
SV - Smoke Vent  
RTU - Air Conditioner  
OS - Overflow Scupper  
RH - Roof Hatch  
RD - Roof Drain

▲ - New 1/2" Tapered Crickets  
↑ - Existing / New Roof Slope  
■ - New Walk Pads

#### ROOF AREA A:

##### (EXISTING CONDITIONS)

- Steel Deck
- 1" Perlite Insulation
- 1/2" Modified Bitumen Roof System (Felt Piles & Cap Sheet)

##### (NEW RE-COVER SYSTEM)

- 1/2" Tapered Crickets (Mech. Attach)
- 1/2" Rigid Coverboard (Mech. Attach)
- 80 Mil PVC Membrane (Fully Adhered)
- 60 Mil PVC Flashings (Fully Adhered)

#### ROOF AREAS B, C, & D:

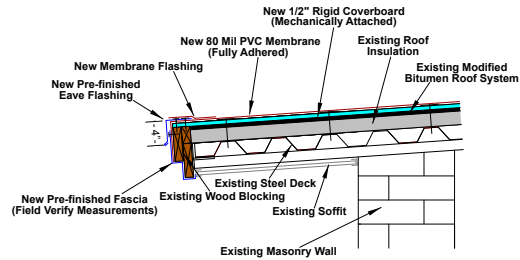
##### (EXISTING CONDITIONS)

- Tectum Deck
- 1/2" Modified Bitumen Roof System (Felt Piles & Cap Sheet)

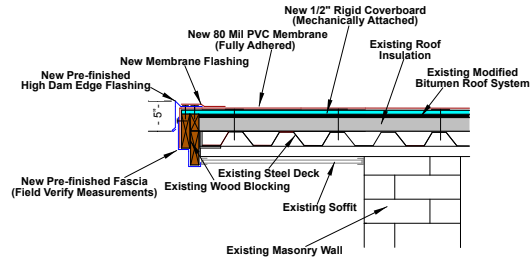
##### (NEW RE-COVER SYSTEM)

- 1" Polyiso / EPS Insulation (Mech. Attach)
- 1/4" Tapered Insul.-12" Start (LRF Adhere)
- 1/2" Rigid Coverboard (LRF Adhere)
- 1/2" Tapered Crickets (LRF Adhere)
- 80 Mil PVC Membrane (Fully Adhered)
- 60 Mil PVC Flashings (Fully Adhered)

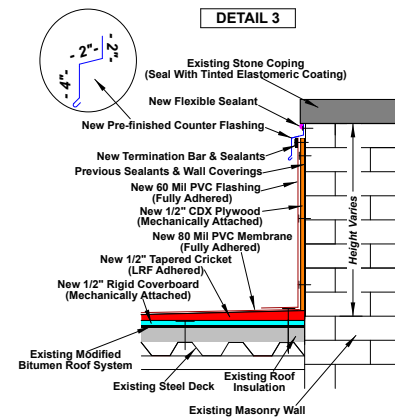
DETAIL 1



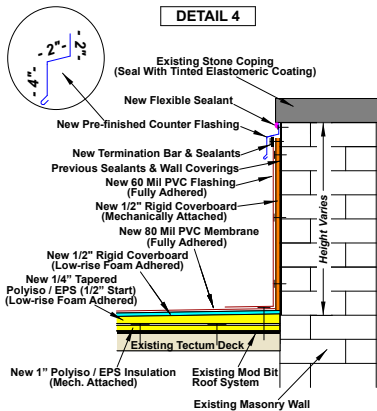
DETAIL 2



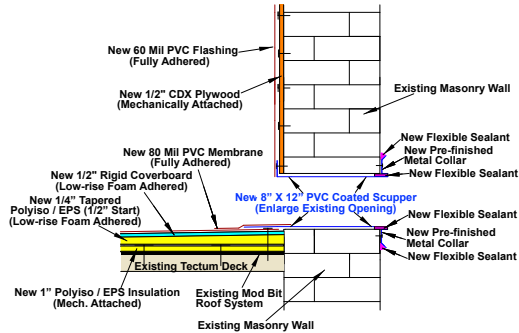
DETAIL 3



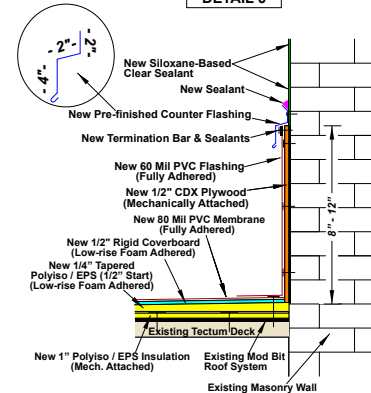
DETAIL 4



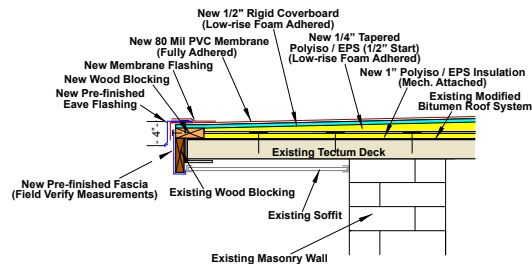
DETAIL 5



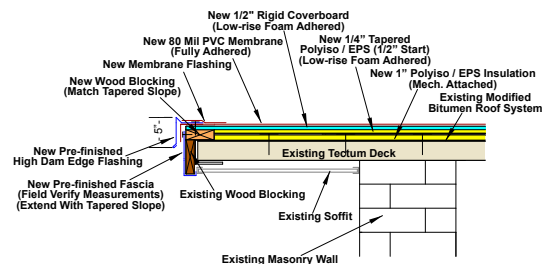
DETAIL 6



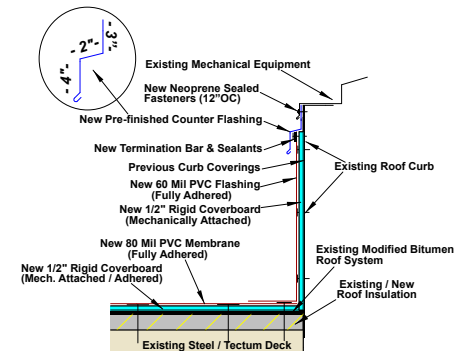
DETAIL 7



DETAIL 8



TYPICAL CURB DETAIL



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(PR-057-23)  
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MOBILE, AL 36605**

## GENERAL NOTES:

Contractor is responsible for the verification of all measurements and existing conditions.

Drawings are representative only and should not be construed as accurate.

Placement of equipment is relative and not exact. All dimensions are approximate and subject to construction tolerances.

The plans document the general intent of the work in scope and layout. They are not intended to show in minute detail.

All details are shown for the purpose of execution only. The manufacturer's warranty requirements shall govern all flashing details.

NEW ROOF DETAILS  
(Page 2 of 2)  
NOT TO SCALE