

Conformed Contract, ITB # FC-09-17; Roof Structure Repairs and Reroofing

8/19/09

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Article 2 – Prequalification of Bidders

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under this contract.

Article 3 – Alternate Bids

Alternate Bids are required for this project.

Article 4 – Contingency Items

N/A

Article 5 – “Or Equal” Clause

Direct reference in the Bid/Contract Documents to any item of material or equipment with or without the words "or equal" shall be interpreted as determining a standard of quality and shall not be construed as limiting competition.

Article 6 – Stored Materials

No payment will be made for stored materials.

Article 7 - Escalation and/or Adjustment

No claim for escalation or adjustment for any price or rate increases will be considered.

Article 8 – Insurance

Insurance coverage, limits, and requirements will be in accordance with Section the Standard Terms and Conditions of the contract agreement and as specified in Article 5 of the Flagler County Standard General Conditions.

Article 9 – Contract Bonds

The forms included in these Contract Documents shall be used and provided within **ten (10) calendar days of Contract approval by Flagler County. NO OTHER FORMS WILL BE ACCEPTED.**

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Upon delivery of appropriate payment and performance bonds to Flagler County, the bonds shall be recorded in the County public records by the Clerk of Court. Recording costs shall be paid by the Contractor. Said payment shall be considered incidental to the project. No separate or additional payment will be made to the Contractor for compliance with this requirement.

Article 10 - One-Year Correction Period

The Contractor shall at his expense provide a Warranty (Maintenance) Bond in the amount equal to the final project value. This surety must remain in effect through the guaranty period and such additional time as the Contractor may be performing work pursuant to his obligations under the guaranty. The guaranty period will commence upon final acceptance of the project.

Article 11 - Arbitration

There shall be no arbitration process in connection with this project. All claims, disputes, and other matters in question between County and Contractor shall be decided by a Court with proper jurisdiction in Flagler County, Florida.

SECTION 07540 - THERMOPLASTIC MEMBRANE ROOFING

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 this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Adhered membrane-roofing system.
 - 2. Roof insulation.
- B. Related Sections include the following:
 - 1. Division 1 Section "Selective Demolition" for removal of Existing Roofing System.
 - 2. Division 6 Section "Rough Carpentry" for wood nailers, curbs, and blocking.
 - 3. Division 7 Section "Sheet Metal Flashing and Trim" for roof penetration flashings, flashings, and counterflashings.

1.3 DEFINITIONS

- A. Roofing Terminology: Refer to ASTM D 1079 and glossary of NRCA's "The NRCA Roofing and Waterproofing Manual" for definition of terms related to roofing work in this Section.
- B. Factored Design Uplift Pressure: The uplift pressure, calculated according to procedures in SPRI's "Wind Load Design Guide for Fully Adhered and Mechanically Fastened Roofing Systems," after multiplication by a safety factor.

1.4 PERFORMANCE REQUIREMENTS

- 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. Roofing System Design: Provide a membrane roofing system that is identical to systems that have been successfully tested by a qualified testing and inspecting agency to resist the factored design uplift pressures calculated according to SPRI's "Wind Load Design Guide for Fully Adhered and Mechanically Fastened Roofing Systems" and in accordance with FBC, 2007 Edition.
 - 1. Wind Velocity: 110 MPH

1.5 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Shop Drawings: For roofing system. Include plans, elevations, sections, details, and attachments to other Work.
 - 1. Base flashings and membrane terminations.
 - 2. Insulation, including slopes.
 - 3. Insulation fastening patterns.
- C. Samples for Verification: For the following products:
 - 1. 12-by-12-inch (300-by-300-mm) square of sheet roofing, of color specified, including T-shaped side and end lap seam.
 - 2. 12-by-12-inch (300-by-300-mm) square of roof insulation.
 - 3. 12-by-12-inch (300-by-300-mm) square of walkway pads or rolls.
 - 4. 12-inch (300-mm) length of metal termination bars.
 - 5. Six insulation fasteners of each type, length, and finish.
 - 6. Six roof cover fasteners of each type, length, and finish.
- D. Installer Certificates: Signed by roofing system manufacturer certifying that Installer is approved, authorized, or licensed by manufacturer to install roofing system.
- E. Manufacturer Certificates: Signed by roofing manufacturer certifying that roofing system complies with requirements specified in "Performance Requirements" Article.
 - 1. Submit evidence of meeting performance requirements.
- F. Qualification Data: For Installer and manufacturer.
- G. Maintenance Data: For roofing system to include in maintenance manuals.
- H. Warranties: Special warranties specified in this Section.
- I. Inspection Report: Copy of roofing system manufacturer's inspection report of completed roofing installation.

1.6 QUALITY ASSURANCE

- A. All work affecting the Old Courthouse Annex existing roof membrane and flashing are to be done in a manner to maintain the existing roof warranty. The existing roof membrane is a Carlisle 60 mil. mechanically fasted TPO roofing system. The roofing system was installed by Advanced Roofing, Inc., 410 Central Park Drive, Sanford, Florida 32771; Phone: 407-322-1550. All roofing work must be done by roofing Contractor acceptable to Carlisle SynTec.
- B. Installer Qualifications: A qualified firm that is approved, authorized, or licensed by roofing system manufacturer to install manufacturer's product and that is eligible to receive manufacturer's warranty.

- C. Source Limitations: Obtain components for membrane roofing system from roofing membrane manufacturer.
- D. Preliminary Roofing Conference: Before starting roof deck construction, conduct conference at Project site. Comply with requirements for preinstallation conferences in Division 1 Section "Project Management and Coordination." Review methods and procedures related to roof deck construction and roofing system including, but not limited to, the following:
1. Meet with Owner, Architect, and inspecting agency representative, roofing Installer, roofing system manufacturer's representative, deck Installer, and installers whose work interfaces with or affects roofing including installers of roof accessories and roof-mounted equipment.
 2. Review methods and procedures related to roofing installation, including manufacturer's written instructions.
 3. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
 4. Examine deck substrate conditions and finishes for compliance with requirements, including flatness and fastening.
 5. Review structural loading limitations of roof deck during and after roofing.
 6. Review base flashings, special roofing details, roof drainage, roof penetrations, equipment curbs, and condition of other construction that will affect roofing system.
 7. Review governing regulations and requirements for insurance and certificates if applicable.
 8. Review temporary protection requirements for roofing system during and after installation.
 9. Review roof observation and repair procedures after roofing installation.
- E. Preinstallation Conference: Conduct conference at Project site. Comply with requirements in Division 1 Section "Project Management and Coordination." Review methods and procedures related to roofing system including, but not limited to, the following:
1. Meet with Owner, Architect, Owner's insurer if applicable, testing and inspecting agency representative, roofing Installer, roofing system manufacturer's representative, deck Installer, and installers whose work interfaces with or affects roofing including installers of roof accessories and roof-mounted equipment.
 2. Review methods and procedures related to roofing installation, including manufacturer's written instructions.
 3. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
 4. Examine deck substrate conditions and finishes for compliance with requirements, including flatness and fastening.
 5. Review structural loading limitations of roof deck during and after roofing.
 6. Review base flashings, special roofing details, roof drainage, roof penetrations, equipment curbs, and condition of other construction that will affect roofing system.
 7. Review governing regulations and requirements for insurance and certificates if applicable.
 8. Review temporary protection requirements for roofing system during and after installation.
 9. Review roof observation and repair procedures after roofing installation.

1.7 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.
 - 1. Discard and legally dispose of liquid material that cannot be applied within its stated shelf life.
- 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. Handle and store roofing materials and place equipment in a manner to avoid permanent deflection of deck.

1.8 PROJECT CONDITIONS

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit roofing system to be installed according to manufacturer's written instructions and warranty requirements.

1.9 WARRANTY

- A. Special Warranty: Manufacturer's standard form, without monetary limitation, in which manufacturer agrees to repair or replace components of membrane roofing system that fail in materials or workmanship within specified warranty period. Failure includes roof leaks.
 - 1. Special warranty includes roofing membrane, base flashings, roofing membrane, accessories, fasteners, walkway products and other components of membrane roofing system.
 - 2. Warranty Period: 15 years from date of Substantial Completion.
- B. Special Project Warranty: Submit roofing Installer's warranty, on warranty form at end of this Section, signed by Installer, covering Work of this Section, including all components of membrane roofing system such as roofing membrane, base flashing, roof insulation, fasteners, cover boards, substrate boards, vapor retarders, roof pavers, and walkway products, for the following warranty period:
 - 1. Warranty Period: Two years from date of Substantial Completion.

Materials

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. In other Part 2 articles where titles below introduce lists, the following requirements apply for product selection:
1. Products: Subject to compliance with requirements, provide one of the products specified.

2.2 THERMOPLASTIC POLYOLEFIN ROOFING MEMBRANE

- A. Fabric-Reinforced Thermoplastic Polyolefin Sheet: Uniform, flexible sheet formed from a thermoplastic polyolefin, internally fabric or scrim reinforced, fleeced backed and as follows:
1. Available Manufacturers:
 - a. Carlisle Syn Tec Incorporated
 - b. Firestone Building Products Company.
 - c. GAF Materials Corporation.
 - d. GenFlex Roofing System
 - e. Johns Manville International, Inc.
 - f. Sarnafil Inc.
 - g. Stevens Roofing Systems; Div of JPS Elastomerics
 2. Thickness: 60 mils nominal.
 3. Exposed Face Color: White
 4. Fleece Backing.
 5. Physical Properties:
 - a. Breaking Strength: 225 lbf (1 kN); ASTM D 751, grab method.
 - b. Elongation at Break: 15 percent; ASTM D 751.
 - c. Tearing Strength: 55 lbf (245 N) minimum; ASTM D 751, Procedure B.
 - d. Brittleness Point: Minus 22 deg F (30 deg C).
 - e. Ozone Resistance: No cracks after sample, wrapped around a 3-inch- (75-mm-) diameter mandrel, is exposed for 166 hours to a temperature of 104 deg F (40 deg C) and an ozone level of 100 pphm (100 mPa); ASTM D 1149.
 - f. Resistance to Heat Aging: 90 percent minimum retention of breaking strength, elongation at break, and tearing strength after 166 hours at 240 deg F (116 deg C); ASTM D 573.
 - g. Water Absorption: Less than 4 percent mass change after 166 hours' immersion at 158 deg F (70 deg C); ASTM D 471.
 - h. Linear Dimension Change: Plus or minus 2 percent; ASTM D 1204.

2.3 AUXILIARY MATERIALS

- A. General: Auxiliary materials recommended by roofing system manufacturer for intended use and compatible with membrane roofing.
1. Liquid-type auxiliary materials shall meet VOC limits of authorities having jurisdiction.
- B. Sheet Flashing: Manufacturer's standard unreinforced thermoplastic polyolefin sheet flashing, 55 mils (1.4 mm) thick, minimum, of same color as sheet membrane.

- C. Bonding Adhesive: Manufacturer's standard non asphalt bonding adhesive for membrane, and non asphalt bonding adhesive for base flashings.
- D. Metal Termination Bars: Manufacturer's standard predrilled stainless-steel or aluminum bars, approximately 1 by 1/8 inch (25 by 3 mm) thick; with anchors.
- E. Fasteners: Factory-coated steel fasteners and metal or plastic plates meeting corrosion-resistance provisions in FMG 4470, designed for fastening membrane to substrate, and acceptable to membrane roofing system manufacturer.
- F. Miscellaneous Accessories: Provide pourable sealers, preformed cone and vent sheet flashings, preformed inside and outside corner sheet flashings, T-joint covers, termination reglets, cover strips, and other accessories.

2.4 ROOF INSULATION

- A. General: Provide preformed roof insulation boards that comply with requirements and referenced standards, selected from manufacturer's standard sizes and of thicknesses indicated.
- B. Polyisocyanurate Board Insulation: ASTM C 1289, Type II, felt or glass-fiber mat facer on both major surfaces.

1. Available Manufacturers:

- a. AlliedSignal Inc.; Commercial Roofing Systems.
- b. Apache Products Company.
- c. Atlas Roofing Corporation.
- d. Carlisle SynTec Incorporated.
- e. Celotex Corporation.
- f. Firestone Building Products Company.
- g. GAF Materials Corp.
- h. GenFlex Roofing Systems.
- i. Hunter Panels, LLC.
- j. Johns Manville International, Inc.
- k. Koppers Industries Inc.
- l. RMAX.

2.5 INSULATION ACCESSORIES

- A. General: Roof insulation accessories recommended by insulation manufacturer for intended use and compatible with membrane roofing.
- B. Fasteners: Factory-coated steel fasteners and metal or plastic plates meeting corrosion-resistance provisions in FMG 4470, designed for fastening roof insulation to substrate, and acceptable to roofing system manufacturer.

2.6 WALKWAYS

- A. Flexible Walkways: Factory-formed, nonporous, heavy-duty, slip-resisting, surface-textured walkway pads or rolls, approximately 3/16 inch (5 mm) thick, and acceptable to membrane roofing system manufacturer.

PART 3 - EXECUTION

3.1 EXAMINATION

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

3.2 PREPARATION

- A. Clean substrate of dust, debris, moisture, and other substances detrimental to roofing installation according to roofing system manufacturer's written instructions. Remove sharp projections.
- B. Prevent materials from entering and clogging conductors and from spilling or migrating onto surfaces of other construction. Remove roof-drain plugs when no work is taking place or when rain is forecast.
- C. Complete terminations and base flashings and provide temporary seals to prevent water from entering completed sections of roofing system at the end of the workday or when rain is forecast. Remove and discard temporary seals before beginning work on adjoining roofing.

3.3 INSULATION INSTALLATION

- A. Coordinate installing membrane roofing system components so insulation is not exposed to precipitation or left exposed at the end of the workday.
- B. Comply with membrane roofing system manufacturer's written instructions for installing roof insulation.
- C. Install insulation under area of roofing to conform to slopes indicated.
- D. Install insulation with long joints of insulation 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 insulation.
 - 1. Cut and fit insulation within 1/4 inch (6 mm) of nailers, projections, and penetrations.
- E. Insulation: Install each layer of insulation and fasten to substrate as follows:

1. Mechanically fasten to meet building code wind resistance and roofing system manufacturer's calculated spacing and acceptance.

3.4 ADHERED ROOFING MEMBRANE INSTALLATION

- A. Install roofing membrane over area to receive roofing according to membrane roofing system manufacturer's written instructions. Unroll roofing membrane and allow to relax before installing.
- B. Accurately align roofing membrane and maintain uniform side and end laps of minimum dimensions required by manufacturer. Stagger end laps.
- C. Bonding Adhesive: Apply non asphalt 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.
- D. Apply roofing membrane with side laps shingled with slope of roof deck where possible.
- E. Seams: 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.
 1. Test lap edges with probe to verify seam weld continuity. Apply lap sealant to seal cut edges of roofing membrane.
 2. Verify field strength of seams a minimum of twice daily and repair seam sample areas.
 3. Repair tears, voids, and lapped seams in roofing membrane that does not meet requirements.

3.5 BASE FLASHING INSTALLATION

- A. Install sheet flashings and preformed flashing accessories and adhere to substrates according to membrane roofing system manufacturer's written instructions.
- B. Apply non asphalt bonding adhesive to substrate and underside of sheet flashing at required rate and allow to partially dry. Do not apply bonding adhesive to seam area of flashing.
- C. Flash penetrations and field-formed inside and outside corners with sheet flashing.
- D. Clean seam areas and overlap and firmly roll sheet flashings into the adhesive. Weld side and end laps to ensure a watertight seam installation.
- E. Terminate and seal top of sheet flashings and mechanically anchor to substrate through termination bars.

3.6 WALKWAY INSTALLATION

- A. Flexible Walkways: Install walkway products in locations indicated. Heat weld to substrate or adhere walkway products to substrate with compatible adhesive according to roofing system manufacturer's written instructions.

3.7 FIELD QUALITY CONTROL

- A. Final Roof Inspection: Arrange for roofing system manufacturer's technical personnel to inspect roofing installation on completion and submit report to Architect.
 - 1. Notify Architect or Owner 48 hours in advance of date and time of inspection.
- B. Repair or remove and replace components of membrane roofing system where test results or inspections indicate that they do not comply with specified requirements.
- C. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.

3.8 PROTECTING AND CLEANING

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

3.9 ROOFING INSTALLER'S WARRANTY

- A. WHEREAS of herein called the "Roofing Installer," has performed roofing and associated work ("work") on the following project:
 - 1. Owner:
 - 2. Address:
 - 3. Building Name/Type:
 - 4. Address:
 - 5. Area of Work:
 - 6. Acceptance Date:
 - 7. Warranty Period:
 - 8. Expiration Date:
- B. AND WHEREAS Roofing Installer has contracted (either directly with Owner or indirectly as a subcontractor) to warrant said work against leaks and faulty or defective materials and workmanship for designated Warranty Period,
- C. NOW THEREFORE Roofing Installer hereby warrants, subject to terms and conditions herein set forth, that during Warranty Period he will, at his own cost and expense, make or cause to be made such repairs to or replacements of said work as are necessary to correct faulty and defective work and as are necessary to maintain said work in a watertight condition.
- D. This Warranty is made subject to the following terms and conditions:

1. Specifically excluded from this Warranty are damages to work and other parts of the building, and to building contents, caused by:
 - a. lightning;
 - b. peak gust wind speed exceeding 110 mph (m/sec);
 - c. fire;
 - d. failure of roofing system substrate, including cracking, settlement, excessive deflection, deterioration, and decomposition;
 - e. faulty construction of parapet walls, copings, vents, equipment supports, and other edge conditions and penetrations of the work;
 - f. vapor condensation on bottom of roofing; and
 - g. activity on roofing by others, including construction contractors, maintenance personnel, other persons, and animals, whether authorized or unauthorized by Owner.
2. When work has been damaged by any of foregoing causes, Warranty shall be null and void until such damage has been repaired by Roofing Installer and until cost and expense thereof have been paid by Owner or by another responsible party so designated.
3. Roofing Installer is responsible for damage to work covered by this Warranty but is not liable for consequential damages to building or building contents resulting from leaks or faults or defects of work.
4. During Warranty Period, if Owner allows alteration of work by anyone other than Roofing Installer, including cutting, patching, and maintenance in connection with penetrations, attachment of other work, and positioning of anything on roof, this Warranty shall become null and void on date of said alterations, but only to the extent said alterations affect work covered by this Warranty. If Owner engages Roofing Installer to perform said alterations, Warranty shall not become null and void unless Roofing Installer, before starting said work, shall have notified Owner in writing, showing reasonable cause for claim, that said alterations would likely damage or deteriorate work, thereby reasonably justifying a limitation or termination of this Warranty.
5. During Warranty Period, if original use of roof is changed and it becomes used for, but was not originally specified for, a promenade, work deck, spray-cooled surface, flooded basin, or other use or service more severe than originally specified, this Warranty shall become null and void on date of said change, but only to the extent said change affects work covered by this Warranty.
6. Owner shall promptly notify Roofing Installer of observed, known, or suspected leaks, defects, or deterioration and shall afford reasonable opportunity for Roofing Installer to inspect work and to examine evidence of such leaks, defects, or deterioration.
7. This Warranty is recognized to be the only warranty of Roofing Installer on said work and shall not operate to restrict or cut off Owner from other remedies and resources lawfully available to Owner in cases of roofing failure. Specifically, this Warranty shall not operate to relieve Roofing Installer of responsibility for performance of original work according to requirements of the Contract Documents, regardless of whether Contract was a contract directly with Owner or a subcontract with Owner's General Contractor.

E. IN WITNESS THEREOF, this instrument has been duly executed this <Insert day> day of <Insert month>, <Insert year>.

1. Authorized Signature: <Insert signature.>
2. Name: <Insert name.>

3. Title: <Insert title.>

END OF SECTION 07540