



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
DEFK8030

PAGE
2

ADDRESS CORRESPONDENCE TO ATTENTION OF
JOHN ABBOTT 304-558-2544

RFQ COPY

TYPE NAME/ADDRESS HERE

SHIP TO

DIV ENGINEERING & FACILITIES
 NATIONAL GUARD ARMORY
 U. S. RT. 19, SOUTH
 WESTON, WV
 26452 341-6368

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/25/2007				

BID OPENING DATE: 08/30/2007 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR LEWIS COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>() BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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<p>BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A PERFORMANCE AND LABOR & MATERIAL BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p> <p>(XX) MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS</p> <p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p>						

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				<p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALS</p>		

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<p>A PURCHASE ORDER/CONTRACT</p> <p>APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p>						

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
SEALED BID						
BUYER:			JOHN ABBOTT-----			
REQ. NO.:			DEFK8030-----			
BID OPENING DATE:			08/30/2007-----			
BID OPENING TIME:			1:30 PM-----			
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						

PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:						

***** THIS IS THE END OF RFQ DEFK8030 ***** TOTAL:						_____

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**GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum -** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

SIGNED BID TO:

Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

WEST VIRGINIA NATIONAL GUARD

WESTON NATIONAL GUARD ARMORY REROOFING PROJECT

A West Virginia National Guard Engineering and
Facilities Project

The West Virginia National Guard
Division of Engineering and Facilities
1707 Coonskin Drive
Charleston, West Virginia, 25301

Mr. Charlie Mitchell
1-304-561-6337

ADVERTISEMENT FOR BIDS

PROJECT: Weston National Guard Armory
40 Armory Road
Weston, West Virginia 26452

OWNER: State of West Virginia
West Virginia National Guard
Division of Engineering and Facilities
1707 Coonskin Drive, Charleston, West Virginia 25301
Attn: Charlie Mitchell

SCOPE OF WORK: The roof retrofit will consist of two (2) areas.

- A. Lower Area (everything except Drill Hall). Existing assembly consists of 2" Poly Iso Insulation and .045 Ballast EPDM over concrete deck. A complete tear-off of existing roof and insulation is required. Install new tapered Poly Iso Insulation system per specifications and drawings, ½" Prime Dens Deck and a new .060 Std. FR Fully Adhered roof system utilizing Fast 100 Adhesive. All Edge Metal to be Carlisle Secure Edge 200, 2000 or 3000 depending on detail to meet 90 MPH Wind Warranty.**
- B. Upper Area (Drill Hall). Existing assembly consists of ½" HD Fiberboard Insulation with .045 EPDM Fully Adhered Roof System. A complete tear-off of existing insulation and membrane is required. Install new 1 ½" Poly Iso Insulation and ½" Prime Dens Deck and new .060 Std. FR EPDM Membrane utilizing Fast 100 Adhesive. Edge Metal to be Carlisle Secure Edge 200, 2000 or 3000 depending on detail to meet 90 MPH Wind Warranty.**

All roof areas to qualify for Fifteen (15) Year Total Systems Warranty and 90 MPH Factory Wind Warranty.

MANDATORY PRE-BID: _____ at _____ AM at Weston NG Armory.

BID DOCUMENTS: BID DOCUMENTS ARE ATTACHED.

DUE DATE: _____, 2007 at _____.

**Deliver Sealed Bids to:
Department of Administration
Purchasing Division
2019 Washington St. East
P.O. Box 50130
Charleston, WV 25305-0130**

RESERVED RIGHTS

THE OWNER RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS, EITHER IN WHOLE OR IN PART; TO AWARD CONTRACT TO OTHER THAN THE LOW BIDDER; TO WAIVE ANY IRREGULARITIES AND/OR INFORMALITIES; AND, IN GENERAL, TO MAKE AWARDS IN ANY MANNER DEEMED TO BE IN THE BEST INTEREST OF THE OWNER.

BID FORM

BIDDER: _____

TO: ..

BID FOR:

THE UNDERSIGNED HAVING EXAMINED THE SPECIFICATIONS, INCLUDING THE INSTRUCTIONS TO BIDDERS, GENERAL CONDITIONS AND GENERAL REQUIREMENTS AND BEING FAMILIAR WITH ALL CONDITIONS AFFECTING THIS PROPOSED PROJECT, HEREBY PROPOSES TO FURNISH ALL LABOR, MATERIAL, TOOLS, EQUIPMENT, UTILITIES, TRANSPORTATION AND OTHER FACILITIES AND SERVICES NECESSARY TO PERFORM AND COMPLETE THE WORK INDICATED FOR THIS PROJECT IN ACCORDANCE WITH THE CONTRACT DOCUMENTS FOR THE SUMS AND UNDER THE CONDITIONS AS FOLLOWS.

A. BASE BID: THE UNDERSIGNED AGREES TO THE PERFORMANCE OF THE WORK AS STATED FOR THE ROOF REPLACEMENT AT WESTON NATIONAL GUARD ARMORY FOR THE FOLLOWING BASE BID SUM (PROVIDE THE AMOUNTS IN BOTH WORDS AND FIGURES; THE AMOUNT IN WORDS GOVERNS IN THE EVENT OF DISCREPANCIES).

_____ DOLLARS (\$ _____)

ALTERNATE #1: LIST SQUARE FOOT PRICE FOR ANY NECESSARY DECK REPLACEMENT.

ALT #1
 (CONCRETE) _____ DOLLARS (\$ _____)
 (TECTUM) _____ DOLLARS (\$ _____)

THIS CONTRACT IS TO BE COMPLETED WITHIN 120 CALENDAR DAYS AFTER NOTICE TO PROCEED IS ISSUED.

B. BID EXECUTION

- 1. THE UNDERSIGNED AFFIRMS THAT THE BID WAS DEVELOPED WITHOUT ANY COLLUSION, UNDER-TAKING, OR AGREEMENT, EITHER DIRECTLY OR INDIRECTLY, WITH ANY OTHER BIDDER OR BIDDERS TO MAINTAIN THE PRICES OF INDICATED WORK OR PREVENT ANY OTHER BIDDER OR BIDDERS FROM BIDDING THE WORK.**
- 2. IT IS AGREED THAT THIS BID WILL NOT BE WITHDRAWN FOR A PERIOD OF 90 DAYS AFTER THE INDICATED DATE FOR RECEIPT OF BIDS.**

WESTON NATIONAL GUARD ARMORY

40 ARMORY ROAD

WESTON, WEST VIRGINIA 26452

PART 1 GENERAL

1.01 DESCRIPTION

- A. The Weston National Guard Armory is located at 40 Armory Road, Weston, WV. Mr. Charlie Mitchell is the Owner's Representative and may be contacted regarding any questions at 304-561-6337.
- B. The project consists of installing Carlisle's Sure-Seal Design "A" Fully Adhered Roofing System or **State Approved Equal** as outlined below.
- C. Apply the Fully Adhered EPDM Roofing System in conjunction with specified Tapered Iso System and ½" Prime Dens Deck (Lower Area) and one (1) layer of 1.5" Poly Iso Insulation and one (1) layer of ½" Prime Dens Deck after tear off of the existing Ballasted EPDM and Fully Adhered roof to expose the concrete and tectum decks for verification of suitable substrate as specified in this specification. **PLEASE NOTE UNDER SECTION 1.02, EXTENT OF WORK, EXCEPTION FOR DENS DECK WITH USE OF FLEECEBACK 115 MEMBRANE.**

1.02 EXTENT OF WORK

- A. Provide all labor, material, tools, equipment, and supervision necessary to complete the installation of a Sure-Seal .060 Std. FR non-reinforced (or FleeceBack 115 w/3" FAT) EPDM membrane Fully Adhered Roofing System including flashings and insulation as specified herein and as indicated on the drawings in accordance with the manufacturer's most current specifications and details.
NOTE: Contractor may substitute ½" HD Fiberboard for overlayment OR use 25 PSI Poly Iso in lieu of Dens Deck Prime to achieve specified 90 MPH Wind Warranty with FleeceBack 115 Membrane.
- B. The roofing contractor shall be fully knowledgeable of all requirements of the contract documents and shall make themselves aware of all job site conditions that will affect their work.
- C. The roofing contractor shall confirm all given information and advise the building owner, prior to bid, of any conflicts that will affect their cost proposal.
- D. Any contractor who intends to submit a bid using a roofing system other than the approved manufacturer must submit for pre-qualification in writing five (5) days prior to the bid date. Any contractor who fails to submit all information as requested will be subject to rejection. Bids stating "as per plans and specs" will be unacceptable.
- E. **NOTE:** Check Section 208, Other related work for further details.

1.03 SUBMITTALS

- A. Prior to starting work, the roofing contractor must submit the following:
 - 1. Shop drawings showing layout, details of construction and identification of materials.
 - 2. Sample of the manufacturer's Membrane System Warranty.
 - 3. Submit a letter of certification from the manufacturer which certifies the roofing contractor is

authorized to install the manufacturer's roofing system and lists foremen who have received training^{P.14} from the manufacturer along with the dates training was received.

4. Certification of the manufacturer's warranty reserve.
- B. Upon completion of the installed work, submit copies of the manufacturer's final inspection to the specifier prior to the issuance of the manufacturer's warranty.

1.04 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Deliver materials to the job site in the manufacturer's original, unopened containers or wrappings with the manufacturer's name, brand name and installation instructions intact and legible. Deliver in sufficient quantity to permit work to continue without interruption.
- B. Comply with the manufacturer's written instructions for proper material storage.
 1. Store materials, except membrane, between 60°F and 80°F in dry areas protected from water and direct sunlight. If exposed to lower temperature, restore to 60°F minimum temperature before using.
 2. Store materials containing solvents in dry, well ventilated spaces with proper fire and safety precautions. Keep lids on tight. Use before expiration of their shelf life.
- C. Insulation must be on pallets, off the ground and tightly covered with waterproof materials.
- D. Any materials which are found to be damaged shall be removed and replaced at the applicator's expense.

1.05 WORK SEQUENCE

- A. Schedule and execute work to prevent leaks and excessive traffic on completed roof sections. Care should be exercised to provide protection for the interior of the building and to ensure water does not flow beneath any completed sections of the membrane system.
- B. Do not disrupt activities in occupied spaces.

1.06 USE OF THE PREMISES

- A. Before beginning work, the roofing contractor must secure approval from the building owner's representative for the following:
 1. Areas permitted for personnel parking.
 2. Access to the site.
 3. Areas permitted for storage of materials and debris.
 4. Areas permitted for the location of cranes, hoists and chutes for loading and unloading materials to and from the roof.
- B. Interior stairs or elevators may not be used for removing debris or delivering materials, except as authorized by the building superintendent.

1.07 EXISTING CONDITIONS

If discrepancies are discovered between the existing conditions and those noted on the drawings, immediately notify the owner's representative by phone and solicit the manufacturer's approval prior to commencing with the work. Necessary steps shall be taken to make the building watertight until the discrepancies are resolved.

1.08 PRE-CONSTRUCTION CONFERENCE

- A. A pre-bid meeting will be held at the job site on _____ at ____ am. Contact the owner's representative if there are any questions.
- B. Prior to bid submittal, the roofing contractor should schedule a job site inspection to observe actual conditions and verify all dimensions on the roof. The job site inspection may occur on the day of the pre-bid meeting or after the mandatory pre-bid meeting. Should access to the roof be necessary after the pre-bid meeting, the contractor must contact the owner's representative, Mr. Charlie Mitchell at 304-561-6337 to coordinate an appropriate time.
- C. Bids must be forwarded to the following address no later than _____ on July ____ 2007. Deliver Sealed Bids to address shown in WVNG bid documents.
- D. Any conditions which are not shown on the shop drawings should be indicated on a copy of the shop drawing and included with bid submittal if necessary to clarify any conditions not shown.

1.09 TEMPORARY FACILITIES AND CONTROLS

- A. Temporary Utilities:
 - 1. Water, power for construction purposes and lighting are available at the site and will be made available to the roofing contractor.
 - 2. Provide all hoses, valves and connections for water from source designated by the owner when made available.
 - 3. When available, electrical power should be extended as required from the source. Provide all trailers, connections and fused disconnects.
- B. Sanitary Facilities

Sanitary facilities will be available at the job site. The roofing contractor shall be responsible for maintaining the restroom facilities in reasonable manner of cleanliness.
- C. Building Site:
 - 1. The roofing contractor shall use reasonable care and responsibility to protect the building and site against damages. The contractor shall be responsible for the correction of any damage incurred as a result of the performance of the contract.
 - 2. The roofing contractor shall remove all debris from the job site in a timely and legally acceptable manner so as to not detract from the aesthetics or the functions of the building.
- D. Security:

Obey the owner's requirements for personnel identification, inspection and other security measures.

1.10 JOB SITE PROTECTION

- A. The roofing contractor shall adequately protect building, paved areas, service drives, lawn, shrubs, trees, etc. from damage while performing the required work. Provide canvas, boards and sheet metal (properly secured) as necessary for protection and remove protection material at completion. The contractor shall repair or be responsible for costs to repair all property damaged during the roofing application.
- B. During the roofing contractor's performance of the work, the building owner will continue to occupy the existing building. The contractor shall take precautions to prevent the spread of dust and debris, particularly where such material may sift into the building. The roofing contractor shall provide labor and materials to construct, maintain and remove necessary temporary enclosures to prevent dust or debris in the construction area(s) from entering the remainder of the building.

- C. Do not overload any portion of the building, either by use of or placement of equipment, storage of debris, or storage of materials.
- D. Protect against fire and flame spread. Maintain proper and adequate fire extinguishers.
- E. Take precautions to prevent drains from clogging during the roofing application. Remove debris at the completion of each day's work and clean drains, if required. At completion, test drains to ensure the system is free running and drains are watertight. Remove strainers and plug drains in areas **where work is in progress**. Install flags or other telltales on plugs. Remove plugs each night and screen drain.
- F. Store moisture susceptible materials above ground and protect with waterproof coverings.
- G. Remove all traces of piled bulk materials and return the job site to its original condition upon completion of the work.

1.11 SAFETY

The roofing contractor shall be responsible for all means and methods as they relate to safety and shall comply with all applicable local, state and federal requirements that are safety related. **Safety shall be the responsibility of the roofing contractor.** All related personnel shall be instructed daily to be mindful of the full time requirement to maintain a safe environment for the facility's occupants including staff, visitors, customers and the occurrence of the general public on or near the site.

1.12 WORKMANSHIP

- A. Applicators installing new roof, flashing and related work shall be factory trained and approved by the manufacturer they are representing.
- B. All work shall be of highest quality and in strict accordance with the manufacturer's published specifications and to the building owner's satisfaction.
- C. There shall be a supervisor on the job site at all times while work is in progress.

1.13 QUALITY ASSURANCE

- A. The EPDM membrane roofing system must achieve a UL Class A and International Building Code (IBC) rating.
- B. The manufacturer must have a minimum of 20 years experience in the manufacturing of vulcanized thermal set sheeting.
- C. Unless otherwise noted in this specification, the roofing contractor must strictly comply with the manufacturer's current specifications and details.
- D. The roofing system must be installed by an applicator authorized and trained by the manufacturer in compliance with shop drawings as approved by the manufacturer. The roofing applicator shall be thoroughly experienced and upon request be able to provide evidence of having at least five (5) years successful experience installing single-ply EPDM roofing systems and having installed at least five (5) roofing application or several similar systems of equal or greater size within last 3 years.
- E. Provide adequate number of experienced workmen regularly engaged in this type of work who are skilled in the application techniques of the materials specified. Provide at least one thoroughly trained and experienced superintendent on the job at all times roofing work is in progress.
- F. There shall be no deviations made from this specification or the approved shop drawings without the prior written approval of the specifier. Any deviation from the manufacturer's installation procedures must be supported by a written certification on the manufacturer's letterhead and presented for the specifier's

consideration.

- G. Upon completion of the installation, the applicator shall arrange for an inspection to be made by a non-sales technical representative of the membrane manufacturer in order to determine whether or not corrective work will be required before the warranty will be issued. Notify the building owner seventy-two (72) hours prior to the manufacturer's final inspection.

1.14 JOB CONDITIONS, CAUTIONS AND WARNINGS

Refer to Carlisle's Design "A" Fully Adhered Roofing System specification, Part II - Application, for General Job Site Considerations.

- A. Material Safety Data Sheets (MSDS) must be on location at all times during the transportation, storage and application of materials.
- B. When positioning membrane sheets, exercise care to locate all field splices away from low spots and out of drain sumps. All field splices should be shingled to prevent bucking of water.
- C. When loading materials onto the roof, the Carlisle Authorized Roofing Applicator must comply with the requirements of the building owner to prevent overloading and possible disturbance to the building structure.
- D. Proceed with roofing work only when weather conditions are in compliance with the manufacturer's recommended limitations, and when conditions will permit the work to proceed in accordance with the manufacturer's requirements and recommendations.
- E. Proceed with work so new roofing materials are not subject to construction traffic. When necessary, new roof sections shall be protected and inspected upon completion for possible damage.
- F. Provide protection, such as 3/4 inch thick plywood, for all roof areas exposed to traffic during construction. Plywood must be smooth and free of fasteners and splinters.
- G. The surface on which the insulation or roofing membrane is to be applied shall be clean, smooth, dry, and free of projections or contaminants that would prevent proper application of or be incompatible with the new installation, such as fins, sharp edges, foreign materials, oil and grease.
- H. New roofing shall be complete and weathertight at the end of the work day.
- I. Contaminants such as grease, fats and oils shall not be allowed to come in direct contact with the roofing membrane.
- J. **Fast 100 Adhesive: "ATTACHMENT III", Insulation Attachment With Sure-Seal FAST Adhesive will be included in this specification at the end of the document for reference.**

1.15 WARRANTY

- A. Provide manufacturer's Fifteen (15) Year Total System Warranty covering both labor and material with no dollar limitation. The maximum wind speed coverage shall be peak gusts of 90 MPH measured at 10 meter above ground level. Certification is required with bid submittal indicating the manufacturer has reviewed and agreed to such wind coverage.
- B. Pro-rated System Warranties shall not be accepted.
- C. Evidence of the manufacturer's warranty reserve shall be included as part of the project submittals for the specifier's approval.

PART 2 PRODUCTS

2.01 GENERAL

- A. All components of the specified roofing system shall be products of Carlisle SynTec Incorporated and accepted by Carlisle as compatible.
- B. Unless otherwise approved by the specifier and accepted by the membrane manufacturer, all products (including insulation, fasteners, fastening plates and edgings) must be **manufactured and supplied** by the roofing system manufacturer and covered by the warranty.

2.02 MEMBRANE

Furnish Sure-Seal .060 inch thick Standard FR non-reinforced EPDM (Ethylene, Propylene, Diene Terpolymer) or FleeceBack 115 in the largest sheet possible. The membrane shall conform to the minimum physical properties of ASTM D4637. When a 10 foot wide membrane is to be used, the membrane shall be manufactured in a single panel with no factory splices to reduce splice intersections. Sure-Seal .060" thick non-reinforced membrane is available with pre-applied splice tape and is the **perfered** splice system for this project.

2.03 INSULATION/UNDERLAYMENT

- A. When applicable, insulation shall be installed in multiple layers. The first and second layer of insulation shall be adhered to the substrate in accordance with the manufacturer's published specifications.
- B. Insulation shall be Sure-Seal Poly Iso as supplied by Carlisle SynTec Incorporated. Dens Deck Prime, ½" as supplied by Carlisle SynTec Incorporated and/or ½" HD Fiberboard Insulation as supplied by Carlisle SynTec Incorporated.

2.04 ADHESIVES AND CLEANERS

All products shall be furnished by Carlisle and specifically formulated for the intended purpose.

- A. Bonding Adhesive: Sure-Seal 90-8-30A
- B. Splicing Cement: Sure-Seal EP-95 Splicing Cement
- C. Splice Tape and Primer: Sure-Seal SecurTAPE and HP-250.
- D. Cleaning Solvent: Sure-Seal Splice Cleaner or Sure-Seal Weathered Membrane Cleaner.
- E. Internal seam sealant: Sure-Seal In-Seam Sealant™ (used with adhesive splices only)
- F. External seam sealant: Sure-Seal Lap Sealant
- G. Sealer: Sure-Seal Pourable Sealer
- H. Insulation/Membrane adhesive: Sure-Seal FAST 100 Adhesive

2.05 FASTENERS AND PLATES

To be used for mechanical attachment of insulation and to provide additional membrane securement:

- A. **HP Fasteners:** A threaded, black epoxy electro-deposition coated fastener used with steel and wood roof decks.

- B. **HP Term Bar Nail-Ins:** A 1-1/4" long expansion anchor with a zinc plated steel drive pin used for fastening the Sure-Seal Termination Bar or Seam Fastening Plates to concrete, brick, or block walls
- C. **Seam Fastening Plates:** A 2 inch diameter FM approved metal plate used in conjunction with RUSS or with EPDM membrane for membrane securement.
- D. **RUSS (Reinforced Universal Securement Strip):** A 6 or 9 inch wide, 100 foot long strip of Sure-Seal reinforced EPDM membrane.

The **6 inch wide RUSS** shall be utilized horizontally or vertically (in conjunction with Seam Fastening Plates) below the EPDM membrane for additional membrane securement.

The **9 inch wide RUSS** shall be utilized in conjunction with metal edgings to allow the continuation of the EPDM deck membrane as flashing in accordance with Carlisle details.

2.06 METAL EDGING AND MEMBRANE TERMINATIONS

- A. SureSeal Termination Bar: a 1 inch wide and .098 inch thick extruded aluminum bar pre-punched 6 inches on center; incorporates a sealant ledge to support Lap Sealant and provide increased stability for membrane terminations.
- B. Install new wood nailers at **ALL** locations and install new wood (per Carlisle specifications) to accommodate increased height of Tapered and flat Iso Insulation and overlayment boards.
- C. All Edge Metal to be Carlisle SecureEdge 200, 2000 or 3000 depending on detail to meet the 90 MPH Wind Warranty. Color to be selected by owner from standard Carlisle SecureEdge Color Chart.

2.07 WALKWAYS

Protective surfacing for roof traffic shall be Sure-Seal Walkway Pads (30" x 30" molded black rubber with factory rounded corners) adhered to the EPDM membrane roof with Splice Tape. Install walkway pads at entrance to roof hatch and top of ladder on upper area. Install walkway pads from roof hatch and ladder to all rooftop units serviced at least once per month per Carlisle specifications.

2.08 OTHER MATERIALS

- A. Existing Ballast to be removed from roof and delivered for storage on site at area designated by owner. Owner to notify contractor of exact dump location for ballast **on site** at Weston NG Armory location.
- B. Gutter and Downspouts: Remove (and deliver to owner) all existing copper gutters and stainless steel downspouts. Install new DMI gutters and downspouts with 24 Ga. Kynar. New gutters to be continuous (52' or longest length available for minimum number of joints) 7" with flange. All gutter hangers to be spaced 24" OC except for west side of building to be 18" OC. Downspouts to be DMI 24 Ga. Kynar 4"X5". Color of gutter and downspouts to be standard DMI color selected by owner. Install new concrete splashblocks (with slip sheet) at all roof downspout locations.
- C. Drainage: Lower Area: Tapered Iso per drawing to achieve 1/4" min. slope. Upper Area: adequate drainage.
- D. Raise (if necessary) existing roof hatch, units, etc. to accept new height of tapered insulation on lower roof area and increased insulation height on Drill Hall.
- E. Inspect concrete and tectum decks during tear-off of existing roofs and replace/repair decks as necessary to maintain structural integrity. Contact owner's representative, Mr. Charlie Mitchell or his on-site representative before any deck replacement. Quote a square foot price for any deck replacement necessary on bid form.

PART 3 EXECUTION

3.01 GENERAL

- A. Comply with the manufacturer's published instructions for the installation of the membrane roofing system including proper substrate preparation, jobsite considerations and weather restrictions.
- B. Position sheets to accommodate contours of the roof deck and shingle splices to avoid bucking water.

3.02 INSULATION PLACEMENT

- A. Install insulation or membrane underlayment over the substrate with boards butted tightly together with no joints or gaps greater than 1/4 inch. Stagger joints both horizontally and vertically if multiple layers are provided.
- B. Secure insulation to the substrate with the required FAST Adhesive in accordance with the manufacturer's specifications.

3.03 MEMBRANE PLACEMENT AND BONDING

- A. Unroll and position membrane without stretching. Allow the membrane to relax for approximately 1/2 hour before bonding. Fold the sheet back onto itself so half the underside of the membrane is exposed.
- B. Apply the Bonding Adhesive/Fast 100 in accordance with the manufacturer's published instructions. Allow the adhesive to dry until it is tacky but will not string or stick to a dry finger touch.
 - 1. Roll the coated membrane into the coated substrate while avoiding wrinkles. Brush down the bonded half of the membrane sheet with a soft bristle push broom to achieve maximum contact.
 - 2. Fold back the unbonded half of the membrane sheet and repeat the bonding procedure.
- C. Install adjoining membrane sheets in the same manner, overlapping edges approximately 4 inches. Do not apply bonding adhesive to the splice area.

3.05 MEMBRANE SPLICING (Tape Splice)

- A. Overlap adjacent sheets and mark a line 1/2 inch out from the top sheet.
- B. Fold the top sheet back and clean the dry splice area (minimum 2-1/2 inches wide) of both membrane sheets with Sure-Seal Primer as required by the membrane manufacturer.
- C. Where Splice Tape is not pre-applied, apply Splice Tape to bottom sheet with the edge of the release film along the marked line. Press tape onto the sheet using hand pressure. Overlap tape roll ends a minimum of 1 inch.
- D. Remove the release film and press the top sheet onto the tape using hand pressure.
- E. Roll the seam toward the splice edge with a 2 inch wide steel roller.
- F. Install a 6 inch wide section of Pressure-Sensitive Flashing or Elastoform Flashing over all field splice intersections and seal edges of flashing with Lap Sealant.
- G. The use of Lap Sealant with tape splices is optional except at tape overlaps and cut edges of reinforced membrane where Lap Sealant is required.

3.06 FLASHING

- A. Wall and curb flashing shall be cured EPDM membrane. Continue the deck membrane as wall flashing where practicable.
- B. Follow manufacturer's typical flashing procedures for all wall, curb, and penetration flashing including metal edging/coping and roof drain applications.

3.07 WALKWAYS

- A. Install walkways at all traffic concentration points (such as roof hatches, access doors, rooftop ladders, etc.) and all locations as identified in specifications.
- B. Adhere walkways pads to the EPDM membrane in accordance with the manufacturer's specifications.

3.08 DAILY SEAL

- A. On phased roofing, when the completion of flashings and terminations is not achieved by the end of the work day, a daily seal must be performed to temporarily close the membrane to prevent water infiltration.
- B. Use Sure-Seal Pourable Sealer or other acceptable membrane seal in accordance with the manufacturer's requirements.

3.09 CLEAN UP

- A. Perform daily clean-up to collect all wrappings, empty containers, paper, and other debris from the project site. Upon completion, all debris must be disposed of in a legally acceptable manner.
- B. Prior to the manufacturer's inspection for warranty, the applicator must perform a pre-inspection to review all work and to verify all flashing has been completed as well as the application of all caulking.

END OF SPECIFICATION**NOTICE**

Scale drawings, preliminary specifications and documentation provided are preliminary and for bid purposes only. The successful bidder is responsible for all building permits, field conditions and compliance with building codes. Preliminary specifications and budgeting parameters are based upon final field inspections and test cuts where applicable and are subject to revisions based upon final field conditions and construction issues. The successful bidder is responsible to conduct their own field tests and construction inspections to assure proper installation and compliance with building codes. No structural analysis has been provided in these preliminary specifications.

Sure-Seal®/Sure-White™ Adhered Roofing Systems

"Attachment III"

Insulation Attachment With Sure-Seal FAST™ Adhesive

June 2006

- A. FAST Adhesive may be used to attach the following roof insulations to an approved roof deck/substrate:
1. Polyisocyanurate (1" minimum thickness), minimum 1/2" thick HP Recovery Board or minimum 1/4" thick Dens-Deck or Dens-Deck Prime. If tapered Polyisocyanurate insulation is used, 1/2" minimum thickness is acceptable.
 2. Expanded Polystyrene (EPS) insulation overlaid with HP Recovery Board or Dens-Deck/Dens-Deck Prime. A composite board can be used to eliminate the need for an additional layer of FAST Adhesive.
 3. Extruded Polystyrene insulation overlaid with HP Recovery Board or Dens-Deck/Dens-Deck Prime.
 4. When oriented strand board (OSB) is proposed as the membrane underlayment, a polyisocyanurate/OSB composite board may be used since attachment of individual OSB panels is not recommended due to board stiffness and potential bowing on uneven surfaces.

Insulation board sizes up to 4' x 8' may be used providing full attachment is achieved. Trimming or slitting of boards may be required on uneven surfaces. If necessary, use maximum 4' x 4' boards so full embedment of boards may be achieved.

B. **Cautions and Warnings**

1. **Do not apply FAST Adhesive** when surface and/or ambient temperatures are below 25° F and rising when using heated spray equipment.

When using FAST Adhesive in **non-heated spray equipment**, surface and/or ambient temperatures must be **60° F or warmer**.
2. The temperature of FAST Adhesive must be at a **minimum of 70° F at the time of use**. Use drum band heaters when necessary.

C. **Roof Deck/Substrate Criteria**

FAST Adhesive can be used to attach insulation to new or tearoff construction over structural concrete, fibrous cement (i.e., Tectum), gypsum, cellular or perlite lightweight insulating concrete (min. 200 psi compressive strength), wood and steel decks.

FAST Adhesive may also be used to attach insulation to an existing asphalt or coal tar pitch, modified bitumen or mineral surfaced cap sheets as follows:

1. On tearoff projects, the existing roof deck must be investigated and all wet and deteriorated material must be replaced. All loose base sheet material or asphalt must be removed prior to FAST Adhesive application.
2. The deck surface must be cleaned using compressed air, vacuum equipment or hand/power brooms to remove dust, loose dirt or debris. If excessive dust or dirt is present, a primer may be required prior to application of the adhesive. Contact Carlisle for specific primer requirements.
3. For new galvanized steel decks, power washing is required to remove finishing oils, if present.
4. For projects with existing Type III or IV asphalt, coal tar pitch, modified bitumen or mineral surface cap sheets, the existing roof must be inspected to determine if moisture is present within the existing assembly. Wet insulation and membrane shall be removed and replaced with compatible materials.
 - a. Blisters, buckles, wrinkles and fishmouths shall be cut out or mechanically fastened.

- b. Remove loose gravel, dust and residue from a gravel surfaced BUR by using of a Hydro-Vac (wet vacuum equipment). Power vacuum equipment or a power sweeper followed by air blowing or another suitable means are also acceptable. Care shall be exercised in areas where evidence of ponding is obvious (remove residue from low areas prior to proceeding).

CAUTION: On coal tar pitch, when using white Sure-Weld membrane, minimum 1 inch thick polyisocyanurate is the required membrane underlayment. If gray or tan Sure-Weld membrane is used, minimum 1.4" thick polyisocyanurate is required.

D. Adhesive Coverage Rates

The coverage rate for FAST Adhesive will vary depending on the substrate as follows:

Roof Deck/Substrate	Square Feet per 50 Gallon "Drum Set"	Square Feet per 15 Gallon "Drum Set"
Gypsum, Cellular Lightweight Insulating Concrete, Structural Concrete or Wood	8500-9000	2500-2700
Fibrous Cement	5500-6500	1650-2000
Steel	8500-9000	2500-2700
Smooth BUR, Modified Bitumen or Mineral Cap Sheet	8500-9000	2500-2700
Gravel BUR	5000-6000	1500-1800
Insulation (for multiple layers)	8500-9000	2500-2700
Carlisle 725 Air and Vapor Barrier	8500-9000	2500-2700

E. Adhesive Catalyst Criteria

1. Sure-Seal FAST Adhesive Catalyst is required for use in the Part B side of FAST Adhesive when temperatures are below 50° F to accelerate adhesive set up time and allow insulation to be walked into place in a minimal amount of time (5 to 10 minutes).

FAST Adhesive Catalyst is recommended for temperatures between 50°-70°F. If adhesive is not catalyzed, preliminary fastening of insulation at corners or weighting of individual boards may be required in temperatures below 70° F since adhesive set up time will be slower.

2. Carlisle FAST Adhesive Catalyst is available in 1-gallon (8 pints) containers. The catalyst should be added in small quantities until experience is gained for proper judgment.
3. Mixing can be achieved with a minimum 1/2 horsepower collapsible drum mixer or equivalent such as Binks Model #31296. It is imperative that thorough mixing (15 minutes for FAST 100 and 10 minutes for FAST 100-LV) is achieved in order to maintain a consistent blend of materials for proper reaction of adhesive.

The Part B side of FAST Adhesive must be at least 70° F prior to adding catalyst. The catalyst must be agitated prior to adding to the Part B side to promote proper dispersion.

The amount of catalyst to be added to the Part B side of FAST Adhesive will vary based on the temperature of the surface to be sprayed as follows. This information is also included on the Catalyst container label.

Surface Temperature	Amount of Catalyst Added to Part B Side of FAST 100 Adhesive		Amount of Catalyst Added to Part B Side of FAST 100-LV Adhesive	
	50 Gallon Drum (oz.)	15 Gallon Drum (pints)	50 Gallon Drum (oz.)	15 Gallon Drum (pints)
25° F	12	2-1/2	43	8
32° F	10	2	34	6-3/4
40° F	8	1-3/4	24	5
50° F	6	1-1/4	18	3-1/4
60° F	4	1	8	1-1/2
70° F	2	1/2	4	1/2

1 pint = 16 oz. and 8 pints = 1 gallon

Note:
 (1) FAST 100-LV Adhesive cannot be used for surface/ambient temperatures below 60° F unless applied with heated spray equipment.

F. Installation Criteria

1. Check to ensure the substrate is dry. FAST Adhesive cannot be applied to a wet or damp surface.
2. Spray-apply FAST Adhesive over the dry substrate area at the coverage rate indicated previously to allow for full coverage.
3. Allow the adhesive to rise up approximately 1/8" and develop strings prior to setting insulation boards into adhesive.

Note: String-time is measured by touching the adhesive with a splice wipe and looking for development of "strings" of adhesive as you pull the splice wipe out of the adhesive. With FAST Adhesive, string time is generally around 1-1/2 – 2 minutes after application at room temperature.

4. **Walk the boards into the adhesive and roll using the 30" wide, 100 – 150 pound weighted steel roller** to ensure full embedment. Optimal set up time should be approximately 5 to 10 minutes. As an option, a nylon bristle push broom may be used.

CAUTION: Walking on the boards immediately after placement in adhesive can cause slippage/movement until the adhesive has started to set up.

On roofs with a slope greater than 1/2" in 12", begin adhering insulation at the low point and work upward to avoid slippage.

One person should be designated to walk/roll in all boards and trim/slit or apply weight as needed to ensure adequate securement.

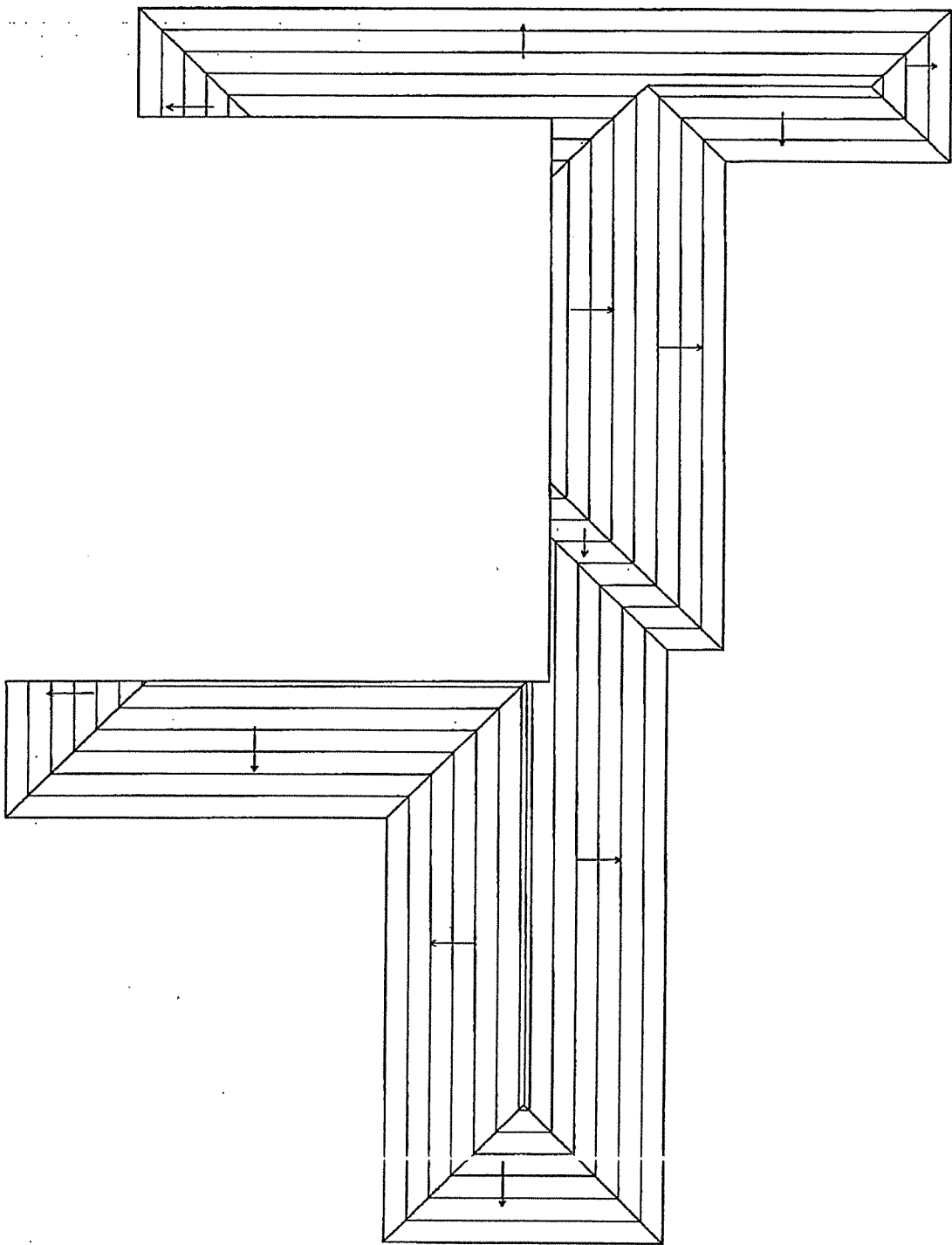
5. Position all edges of the boards on the top flutes of steel decks for adequate support.
6. If multiple layers of insulation are specified or required, spray-apply FAST Adhesive over the base layer once fully secured and follow procedures noted above for attachment of each insulation layer.

NORTH COAST COMMERCIAL ROOFING

Project: National Guard Armory

Job Number: F07-6538

2007/07/12 10:47:38



RFQ No. _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate

DEFINITIONS:

“Debt” means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers’ compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

“Debtor” means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. “Political subdivision” means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. “Related party” means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers’ compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

LICENSING: Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State’s Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY: The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency’s policies, procedures and rules. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Vendor's Name: _____

Authorized Signature: _____ Date: _____