



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:  
**GSD076437**

PAGE:  
**1**

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
**KRISTA FERRELL  
 304-558-2596**

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

SHIP TO

DEPARTMENT OF ADMINISTRATION  
 GENERAL SERVICES DIVISION  
 BLDG 22 - TAX AND REVENUE  
 1001 LEE STREET  
 CHARLESTON WV  
 25301 304-558-2317

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/01/2007				

BID OPENING DATE: **09/04/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		910-66		
<p>ROOFING REPLACEMENT, BLDG#22 TAX&amp;REVENUE BUILDING</p> <p>REQUEST FOR QUOTATION</p> <p>THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ADMINISTRATION'S GENERAL SERVICE DIVISION, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH ALL LABOR AND MATERIALS TO REPLACE THE ROOF AT BUILDING #22 (TAX AND REVENUE BUILDING) LOCATED AT 1001 LEE STREET IN CHARLESTON, WEST VIRGINIA PER THE ATTACHED SPECIFICATIONS.</p> <p>A MANDATORY PRE-BID MEETING WILL BE HELD ON THURSDAY, AUGUST 16, 2007 AT 10:00 AM ON SITE. ALL PRIME/GENERAL CONTRACTORS WISHING TO SUBMIT A BID ON THIS PROJECT ARE REQUIRED TO ATTEND. SUBCONTRACTORS AND MATERIAL SUPPLIERS ARE WELCOME TO ATTEND; HOWEVER, ATTENDANCE IS NOT MANDATORY. ANY PRIME/GENERAL CONTRACTOR FAILING TO ATTEND THIS MEETING WILL BE DISQUALIFIED FROM BIDDING ON THIS PROJECT. NO ONE PERSON MAY REPRESENT MORE THAN ONE VENDOR.</p> <p>TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WEST VIRGINIA PURCHASING DIVISION VIA MAIL AT THE ADDRESS SHOWN IN THE BODY OF THIS RFQ, VIA FAX AT 558-4115, OR VIA EMAIL AT KFERRELL@WVADMIN.GOV. TECHNICAL QUESTIONS MAY ALSO BE SUBMITTED DURING THE MANDATORY PRE-BID MEETING. TECHNICAL QUESTION INCLUDE BUT ARE NOT LIMITED TO, SCOPE OF WORK, LABOR, MATERIAL, ETC. DEADLINE FOR</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**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.

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**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



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 BLDG 22 - TAX AND REVENUE  
 1001 LEE STREET  
 CHARLESTON WV  
 25301 304-558-2317**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
<b>08/01/2007</b>				

**BID OPENING DATE: 09/04/2007 BID OPENING TIME 01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p><b>TECHNICAL QUESTIONS IS MONDAY, AUGUST 20, 2007 AT 9:00 AM. ALL TECHNICAL QUESTIONS RECEIVED, IF ANY, WILL BE ANSWERED BY ADDENDUM AFTER THE DEADLINE.</b></p> <p><b>QUESTIONS CONCERNING THE ACTUAL SUBMISSION PROCESS FOR A VENDOR'S BID MAY BE SUBMITTED AT ANY TIME PRIOR TO THE BID OPENING AND ARE NOT CONSIDERED TECHNICAL QUESTIONS. THESE QUESTIONS INCLUDE, BUT ARE NOT LIMITED TO, HOW/WHEN/WHERE TO SUBMIT A BIT TO THE STATE OF WEST VIRGINIA, NUMBER OF ADDENDUMS ISSUED, FORMS, ETC.</b></p> <p><b>EXHIBIT 5</b></p> <p><b>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 120 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</b></p> <p><b>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN.</b></p> <p><b>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR KANAWHA COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</b></p> <p><b>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT</b></p>						

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SHIP TO	DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION BLDG 22 - TAX AND REVENUE 1001 LEE STREET CHARLESTON WV 25301
	304-558-2317

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08/01/2007				

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<p>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>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE &amp; 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 ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY AL</p>						

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<p>BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NOS.:</p> <p>NO. 1 .....</p> <p>NO. 2 .....</p> <p>NO. 3 .....</p> <p>NO. 4 .....</p> <p>NO. 5 .....</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <p>.....SIGNATURE</p>						

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<p>.....COMPANY</p> <p>.....DATE</p> <p>REV. 11/96</p> <p style="text-align: center;"><b>CONTRACTORS LICENSE</b></p> <p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME: .....</p> <p>CONTRACTORS LICENSE NO.: .....</p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT</p> <p style="text-align: center;"><b>APPLICABLE LAW</b></p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULE</p>						

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<p>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>REV. 1/2005</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">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> <p>SEALED BID</p> <p>BUYER: KRISTA FERRELL-FILE 21</p>						

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REQ. NO.:				<b>GSD076437</b>		
BID OPENING DATE:				<b>09/04/2007</b>		
BID OPENING TIME:				<b>1:30 PM</b>		
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 GSD076437 ***** TOTAL: _____						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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**GENERAL SERVICES DIVISION**

**ROOFING REPLACEMENT**

**WEST VIRGINIA STATE OFFICE BUILDING  
BUILDING 22 – 1001 LEE STREET  
Charleston, West Virginia**

**BID OR PROPOSAL**

\_\_\_\_\_  
NAME OF BIDDER

\_\_\_\_\_  
ADDRESS OF BIDDER

\_\_\_\_\_  
PHONE NUMBER

\_\_\_\_\_  
WV CONTRACTOR'S LICENSE NO.

We, the undersigned, having examined the site and being familiar with the local conditions affecting the cost of the work and also being familiar with the general conditions to bidders, drawings, and specifications, hereby propose to furnish all materials, equipment, and labor to complete all work in a workmanlike manner, as described in the Bidding Documents.

**TOTAL CONTRACT BID**

\_\_\_\_\_  
\_\_\_\_\_  
(\$ \_\_\_\_\_)

(Total to be written in figures and words.)

The Bidder understands that to the extent allowed by the West Virginia Code, the OWNER reserves the right to waive any informality or irregularity in any Bid, or Bids, and to reject any or all Bids in whole or in part; to reject a bid not accompanied by the required bid security or by other data required by the Bidding Documents; to reject any conditions of the bid by the Bidder that is in any way inconsistent with the requirements, terms, and conditions of the Bidding Documents; or to reject a bid that is in any way incomplete or irregular.

The Bidder, if successful and awarded the contract, agrees that all work is to be complete within One Hundred Twenty (120) consecutive calendar days following receipt of the OWNER'S written notice to proceed. For each calendar day of delay in achieving completion, the Contractor shall be liable for, and shall pay the OWNER liquidated damages in the amount of \$100.00 per day.

Any work performed or any materials contracted for prior to the receipt of the OWNER'S written notice to proceed shall be at the Bidder's risk.

When the WORK under contract has been complete and its acceptance is recommended by the OWNER, the retainage shall be released and paid to the CONTRACTOR.

**ADDENDUM ACKNOWLEDGE**

I hereby acknowledge receipt of the following checked addendum and have made the necessary revisions to my proposal.

Addendum No.	Date
_____	_____
_____	_____
_____	_____
_____	_____

I understand that failure to confirm the receipt of the Addendum is cause for rejection of bids.

---

\_\_\_\_\_

Signature

Date

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RESPECTFULLY SUBMITTED:

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

WV VENDOR NUMBER: \_\_\_\_\_

BY: \_\_\_\_\_  
*(Signature in ink)*

TITLE: \_\_\_\_\_

FIRM NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

---

**References:**

Reference Name: \_\_\_\_\_  
Position: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Project Name: \_\_\_\_\_  
Project Description: \_\_\_\_\_

Reference Name: \_\_\_\_\_  
Position: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Project Name: \_\_\_\_\_  
Project Description: \_\_\_\_\_

Reference Name: \_\_\_\_\_  
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Address: \_\_\_\_\_  
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Project Name: \_\_\_\_\_  
Project Description: \_\_\_\_\_

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State of West Virginia  
General Services Division

Building 22 -Roof Replacement  
Project GSD 076437

**REQUEST FOR QUOTATIONS**

**ROOFING REPLACEMENT**

**WEST VIRGINIA STATE OFFICE BUILDING**  
**BUILDING 22 – 1001 LEE STREET**  
Charleston, West Virginia

Location: Tax & Revenue Building  
(West Virginia Building 22)  
1001 Lee Street  
Charleston, West Virginia

For: State of West Virginia  
General Services Division  
1900 Kanawha Blvd; East  
Charleston, West Virginia 25305

All inquiries for specification clarification shall be addressed to:

Krista Ferrell, Senior Buyer  
Purchasing Division  
P. O. Box 50130  
Charleston, West Virginia 25305-0130  
Fax: (304) 558-4115  
Kferrell@wvadmin.gov

The Acquisition and Contract Administration Section of the Purchasing Division “State” for the West Virginia General Services Division is soliciting quotations to provide Roof Replacement (Roofing) Services.

**Pre-Bid Meeting:**

A mandatory pre-bid meeting for this project is scheduled for Thursday, August 16, 2007 at 10:00 a.m. at the site (1001 Lee Street, Charleston, WV). Contractors attending the meeting shall assemble at the Lee Street entrance prior to the meeting.

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**Scope:**

The work consists of removing the existing ballasted EPDM roof and insulation and replacing roof with new “adhered 60 mil. EPDM” roofing system. Associated work will include flashing, replacing parapet copings, repairing and repainting a small existing metal roof, providing a new metal roof on a rooftop structure, painting, replacing gutters & downspouts, roof walkways, and other work necessary to provide a complete, watertight roofing system. Reroofing is defined as all work necessary to remove the existing roof and appurtenances, the disposal of associated refuse, and providing a new, complete, fully- functional roof system. The successful contractor shall be required keep the work area clean on a daily basis and remove associated debris from the site on a regular (minimum of twice weekly) basis.

The state office building shall remain in full operation during the course of this work. Work should be scheduled with prior coordination with the building owner to minimize potential disruption to the spaces below. If necessary for the contractors work schedule, provide temporary roofing to maintain a watertight structure. The contractor shall maintain the building in a “dried-in” condition every evening prior to leaving the site and shall provide the telephone number of a contact person who is available twenty-four hours a day if leakage occurs. The contractor shall be responsible for damage to the building or materials resulting from leakage caused by or during his operations. Submit a schedule showing the roofing sequence, commencement and completion dates for each roof sub-area or subsystem. The schedule shall be reviewed and approved by the Owner prior to commencement of the work. Coordinate the schedule around Owner’s work requirements.

Furnish all materials, labor, and equipment necessary to complete the work indicated by these specifications. The intent of this project is to provide a fully completed roofing project. Furnish any incidental work, materials, labor and equipment that are necessary to complete the project, even if such incidental work is not explicitly included in the contract documents.

Note that space around the building is very limited. The building basement extends under the sidewalk in the front of the building and into the alley in the rear of the building. Locate basement portions of the building and underground utilities prior to placing cranes or hoists near the building. Do not place heavy loads over basement areas.

This Request for Quotations also incorporates the attached Specifications: Section 07411 – Metal Roof panels; Section 07531 – “Adhered EPDM Roofing”; Section 07591 – “Re-Roofing Preparation” and Section 07620 – “Sheet Metal Flashing and Trim” and an attached drawing labeled “Building 22 – Roof Plan”.

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**Definitions:**

- A. The Department of Administration, General Services Division, Room MB-60, State Capitol, Charleston, West Virginia shall be hereinafter called the "Owner".
- B. The service organization contracted by these specifications shall hereinafter be called the "Contractor".
- C. "The Contract", as herein stated, shall mean the agreement between the Owner and the Contractor to provide the services as herein specified.
- D. "Owners Representative", as herein stated, shall be defined as that person so designated by the Director of the General Services Division.
- E. "Architect/Engineer", as stated in the Contract shall refer to the General Services Division.

**Contract Period:**

The Contract shall be substantially completed within 120 calendar days from the issuance of the written Notice to Proceed. In accordance with the West Virginia State Code 5A-3-4(8), vendor agrees that liquidated damages shall be imposed at the rate of \$100.00 per day for failure to complete the project within the contract period. This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other additional remedy to which the State or Agency may have legal cause for action including further damages against the vendor.

**Reference Requirement:**

The qualified contractor shall have at least three years experience performing such work on projects of a similar size and type. All bidders shall supply at least three references indicating their capabilities to perform such work. References shall include the name, location, ownership and use of the building in addition to the name, address and telephone number of a contact person with the building's owner familiar with the roofing work completed.

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**Payment:**

The Contractor shall submit two copies (one original and one copy) of current invoices once each month on AIA forms G702 and G703. Invoices shall be signed in blue ink. Deliver invoices to:

General Services Division  
Attn: Business Manager  
1900 Kanawha Blvd. East  
Building 1, Room MB-60  
Charleston, West Virginia 25305

Payments shall be made monthly based on the percentage of work completed. A five percent (5%) retainage will be deducted until the substantial completion of the entire contract. Progress payments shall not be made when the total value of the work performed since the last estimate amounts to less than Five Hundred (\$500.00) dollars.

Submit the proposed invoice to the General Services Division - Projects / Engineering Section for approval of format prior to submission of first invoice.

**Supplementary General Conditions:**

1. The relationship of the Contractor to the Owner shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by the parties to this Contract. The Contractor as an independent contractor is solely liable for the acts and omissions of its employees and agents. The Contractor shall be responsible for selecting, supervising and compensating any and all individuals employed pursuant to the terms of this contract. Neither the Contractor nor any employees or subcontractors of the Contractor shall be deemed to be employees of the State for any purposes whatsoever. The wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension or other deferred obligations and licensing fees, etc., and the filing of all necessary documents, forms and returns pertinent to all of the foregoing are the Contractor's responsibility. The Contractor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including but not limited to the foregoing payments, withholdings, contributions, taxes, social security taxes, and employer income tax returns. The Contractor shall not assign, convey, transfer, sub-contract, or delegate any of its responsibilities and obligations under this contract to any person, corporation, partnership association or entity without expressed written consent of the agency.
  2. Indemnification: The Contractor agrees to indemnify, defend, and hold harmless the State
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and the Owner, their officers, and employees from and against (1) any claims or losses for services rendered by any subcontractor, person or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Contractor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or deposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; (3) Any failure of the Contractor, its officers, employees or sub-contractors to observe State and Federal laws, including but not limited to labor and wage laws.

3. This Contract shall be governed by the laws of the State of West Virginia. The Contractor further agrees to comply with the Civil Rights Act of 1964 and all other applicable Federal, State, and local Government regulations.

4. The Contractor shall procure all necessary permits and licenses to comply with all applicable laws, Federal, State, or municipal, along with all regulations, and ordinances of any regulating body.

5. The Contractor shall pay any applicable sales, use, or personal property taxes, arising out of this Contract and the transactions contemplated thereby. Any other taxes levied upon this Contract, the transaction, or the equipment, or services delivered pursuant hereto shall be borne by the Contractor. It is clearly understood that the State of West Virginia is exempt from any taxes regarding performance of the scope of work of this Contract.

6. Contractor shall be responsible for parts and materials as follows:

- A. The Contractor shall supply all tools, tool accessories, personal safety equipment, and supplies necessary to execute the responsibilities of this Contract.
- B. Contractor shall furnish a warranty of twelve (12) months for labor and materials.

**Bid Bond:**

Provide a Bid Bond of five (5%) percent of the bid price submitted. Bid bonds shall be returned to unsuccessful bidders upon completion of successful bid contract or ninety days after opening of bids. 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.

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**Performance / Labor & Materials Bond:**

The successful bidder shall furnish a performance bond and labor/material bond for one hundred (100%) percent of the amount of the contract prior to contract award. 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 performance bond or labor/material bond.

**Insurance:**

Contractor shall provide evidence to the Owner of adequate coverage for Public Liability and Property Damage Insurance (minimum \$1,000,000) to protect the Owner from any claim of damage, which might arise from any accident or carelessness during the life of this contract. Insurance limits shall meet insurance requirements for state projects, available from the WV Purchasing Division. All employees engaged in work under this contract shall be covered by West Virginia Worker's Compensation Insurance.

**Wage Rates:**

All employees engaged in the work of this contract shall be paid at least the minimum wage scales for the various trade classifications as established by the State Commissioner of Labor for the county where the work is being performed. All employees will be shown a copy of the wage scale for this particular area and a copy will be posted in a conspicuous place on the jobsite.

**Vendor's Number:**

The State of West Virginia will consider bids from all qualified vendors including those who do not have a current vendors certificate. Prior to the award of a contract, vendors must have a vendor's certificate and obtained a vendor's number from the Purchasing Division. Application for such certificate and vendor's number may be obtained from the Purchasing Director, Department of Finance and Administration, 2019 Washington Street, East; Charleston, West Virginia 25305. Application forms are also available from the Division of Purchasing website at [www.state.wv.us/admin/purchase](http://www.state.wv.us/admin/purchase).

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**Contractors License:**

The State of West Virginia requires all Contractors bidding the project be licensed with a valid West Virginia Contractor's License issued by the WV Department of Labor prior to submitting a Bid. Submit proof of licensure, including a copy of the certificate.

**Submittals:**

All submittals for this project shall be reviewed and approved by the General Services Division Projects/Engineering Section.

**Project Closeout:**

1. Closeout documents shall be submitted in bound format prior to final application payment.
2. Final cleanup shall be completed prior to final acceptance.
3. Submit As-Built Drawings and record documents.
4. Submit records of quality assurance testing.
5. Submit "Affidavit of Payment of Debts and Claims."

**Final Inspection:**

The Final Inspection will be conducted by an Architect / Engineer from the General Services Division, Projects / Engineering Section.

Work found to be in accordance with the Contract Documents will be accepted as complete for final acceptance. Unacceptable work, or work not in accordance with the Contract Documents shall be removed, replaced, changed or cleaned as required to meet requirements of Contract Documents prior to final acceptance. Final Acceptance does not waive or release Contractor to conform with the Contract Documents.

The date of Substantial Completion shall be determined by the Architect/Engineer conducting the final inspection based on all work being complete for final acceptance or substantially complete to permit beneficial use by the Owner. Final payment shall not be made until all work is finally accepted.

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**Award Criteria:**

The State will award this Contract to the contractor meeting the experience requirements with the lowest overall project bid.

**Limits of Work**

Work areas will be limited to the roof and those spaces required for access to the roof or for placing roof materials. Some exterior space may be utilized for temporary (overnight) storage of materials. Coordinate storage needs with the GSD Building Manager.

Owner and Agency office spaces shall remain in use during this contract

**Use of Facilities**

Contractor shall be permitted reasonable use of building utilities including power, water and sanitary sewage disposal as required for conducting the work. Coordinate the location of service connections or use of receptacle with the building manager to avoid overloading existing circuits.

**Contractor Schedule:**

Submit a schedule showing the roofing sequence, commencement and completion dates for each roof sub-area or subsystem. Include delivery dates of major materials and scheduled dates for placing materials on roof. Coordinate time periods when ground level material storage will be required. The schedule shall be reviewed and approved by the Owner prior to commencement of the work. Coordinate the schedule around Owner's work requirements.

**Waste Removal**

Contractor to make arrangements for the collection and disposal of Contractor's waste and construction related debris. Debris shall be removed on a regular basis (minimum twice weekly).

**Contractor Security Badges**

Building 22 is a secure facility. All Contractor personnel must present contractor photo ID badges prior to entering the building. Photo ID badges can be obtained from the General

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Services Division in the Main Capital Complex. Contractor employees will be subject to a security check as part of issuance. Contractor shall return all issued photo ID badges at completion of the work.

All Contractor personnel on-site must sign in and out of the building at the building's main entrance on a daily basis.

**Work Restrictions:**

Work shall be performed during normal business working hours of 8:00 am to 7:00 pm, Monday through Friday, except state recognized holidays.

Non-smoking building: Smoking is not permitted within the building or near entrances, operable windows or outdoor air intakes.

**Parking**

No parking is available on the site. The Contractor is responsible for providing all off-site parking required for the project. This includes parking for refuse dumpsters if required by the project.

**Building Access**

The building is available from 7:00 am to 7:00 pm. Extended work hours may be acceptable if approved by the Owner. This building is a semi-secure location. Access to the building shall be coordinated with the Owner. Contractor's personnel shall use the front entrance when entering or leaving the building. Contractor shall not leave open doors unattended and shall lock doors when not in use.

**Codes:**

All work is to be performed in compliance with applicable Federal and State codes including but not limited to the International Building Code, International Mechanical Code, Life Safety Code, NEC, OSHA, UL, ANSI, ASME and related standards.

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**Workmanship:**

Contractor shall complete all work in a neat and workmanlike manner. All work shall be done using new materials in a manner that meets commercial quality standards. Work shall be neat, true, plumb and square, as applicable.

**Warranty:**

Contractor shall warranty work for a period of one year from the date of Substantial Completion. Provide a twenty year roofing warranty and 15 year roofing system warranty as specified elsewhere in this bid package.

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## SECTION 07411 - METAL ROOF PANELS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section Includes:
  - 1. Concealed-fastener, lap-seam metal roof panels

#### 1.2 PERFORMANCE REQUIREMENTS

- A. Hydrostatic-Head Resistance: No water penetration when tested according to ASTM E 2140.
- B. Wind-Uplift Resistance: Provide metal roof panel assemblies that comply with UL 580 for wind-uplift-resistance class indicated.
  - 1. Uplift Rating: UL 60.
- C. Structural Performance: Provide metal roof panel assemblies capable of withstanding the effects of gravity loads and the following loads and stresses within limits and under conditions indicated, based on testing according to ASTM E 1592:
  - 1. Wind Loads: Determine loads based on the following minimum design wind pressures:
    - a. Uniform pressure of 30 lbf/sq. ft. acting inward or outward.
  - 2. Snow Loads: 30 lbf/sq. ft.
  - 3. Deflection Limits: Metal roof panel assemblies shall withstand wind and snow loads with vertical deflections no greater than 1/240 of the span.

#### 1.3 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Shop Drawings: Show fabrication and installation layouts of metal roof panels; details of edge conditions, side-seam and endlap joints, panel profiles, corners, anchorages, trim, flashings, closures, and accessories; and special details. Distinguish between factory- and field-assembled work.
- C. Samples: For each type of exposed finish required.

#### 1.4 QUALITY ASSURANCE

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- A. Installer Qualifications: An employer of workers trained and approved by manufacturer.

- B. Fire-Resistance Ratings: Where indicated, provide metal roof panels identical to those of assemblies tested for fire resistance per ASTM E 119 by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.

## 1.5 WARRANTY

- A. Special Warranty on Panel Finishes: Manufacturer's standard form in which manufacturer agrees to repair finish or replace metal roof panels that show evidence of deterioration of factory-applied finishes within specified warranty period.

- 1. Finish Warranty Period: 20 years from date of Substantial Completion.

## PART 2 - PRODUCTS

### 2.1 PANEL MATERIALS

- A. Metallic-Coated Steel Sheet: Restricted flatness steel sheet metallic coated by the hot-dip process and prepainted by the coil-coating process to comply with ASTM A 755/A 755M.

- 1. Zinc-Coated (Galvanized) Steel Sheet: ASTM A 653/A 653M, G90 coating designation; structural quality.
  - 2. Surface: Smooth, flat finish.
  - 3. Exposed Coil-Coated Finish:
    - a. 2-Coat Fluoropolymer: AAMA 621. Fluoropolymer finish containing not less than 70 percent PVDF resin by weight in color coat.

- 4. Concealed Finish: Manufacturer's standard white or light-colored acrylic or polyester backer finish.

- B. Panel Sealants:

- 1. Sealant Tape: Pressure-sensitive, 100 percent solids, gray polyisobutylene compound sealant tape with release-paper backing; 1/2 inch wide and 1/8 inch thick.
  - 2. Joint Sealant: ASTM C 920; as recommended in writing by metal roof panel manufacturer.
  - 3. Butyl-Rubber-Based, Solvent-Release Sealant: ASTM C 1311.

### 2.2 UNDERLAYMENT MATERIALS

- A. Self-Adhering, High-Temperature Sheet: 30 to 40 mils thick minimum, consisting of slip-resisting, polyethylene-film top surface laminated to layer of butyl or SBS-modified asphalt adhesive, with release-paper backing; cold applied. Provide primer when recommended by underlayment manufacturer.

- B. Slip Sheet: Manufacturer's recommended slip sheet, of type required for application.

### 2.3 SUBSTRATE BOARDS

- A. Gypsum Board: Type X, of thickness indicated. ASTM C 1396/C 1396M.
- B. Substrate-Board Fasteners: Factory-coated steel fasteners and metal or plastic plates complying with corrosion-resistance provisions in FMG 4470, designed for fastening substrate board to substrate.

### 2.4 MISCELLANEOUS MATERIALS

- A. Panel Fasteners: Self-tapping screws, bolts, nuts, self-locking rivets and bolts, end-welded studs, and other suitable fasteners designed to withstand design loads. Provide exposed fasteners with heads matching color of metal roof panels by means of plastic caps or factory-applied coating. Provide EPDM, PVC, or neoprene sealing washers.
- B. Bituminous Coating: Cold-applied asphalt mastic, SSPC-Paint 12, compounded for 15-mil dry film thickness per coat. Provide inert-type noncorrosive compound free of asbestos fibers, sulfur components, and other deleterious impurities.

### 2.5 CONCEALED-FASTENER, LAP-SEAM METAL ROOF PANELS

- A. General: Provide factory-formed metal roof panels designed to be installed by lapping and interconnecting side edges of adjacent panels and mechanically attaching through panel to supports using concealed fasteners in side laps. Include accessories required for weathertight installation.
  - 1. Profile: Tapered rib or Standing seam.
  - 2. Material: Zinc-coated (galvanized) steel sheet, 0.028-inch nominal thickness.
  - 3. Panel Coverage: Manufacturer's Std 12" to 24".
  - 4. Panel Height: Full length

### 2.6 ACCESSORIES

- A. Roof Panel Accessories: Provide components approved by roof panel manufacturer and as required for a complete metal roof panel assembly including trim, copings, fasciae, corner units, ridge closures, clips, flashings, sealants, gaskets, fillers, closure strips, and similar items. Match material and finish of metal roof panels unless otherwise indicated.
  - 1. Closures: Provide closures at eaves and ridges, fabricated of same metal as metal roof panels.
  - 2. Closure Strips: Closed-cell, expanded, cellular, rubber or crosslinked, polyolefin-foam or closed-cell laminated polyethylene; minimum 1-inch- thick, flexible closure strips; cut or premolded to match metal roof panel profile. Provide closure strips where indicated or necessary to ensure weathertight construction.
  - 3. Backing Plates: Provide metal backing plates at panel end splices, fabricated from material recommended by manufacturer.

- B. Flashing and Trim: Formed from same material as roof panels, prepainted with coil coating, minimum 0.018 inch thick. Provide flashing and trim as required to seal against weather and to provide finished appearance. Locations include, but are not limited to, eaves, rakes, corners, bases, framed openings, ridges, fasciae, and fillers. Finish flashing and trim with same finish system as adjacent metal roof panels.
- C. Gutters: Formed from same material roof panels. Match profile of gable trim, complete with end pieces, outlet tubes, and other special pieces as required. Fabricate in minimum 96-inch long sections, of size and metal thickness according to SMACNA's "Architectural Sheet Metal Manual." Furnish gutter supports spaced a maximum of 36 inches o.c., fabricated from same metal as gutters. Provide wire ball strainers of compatible metal at outlets. Finish gutters to match metal roof panels.
- D. Downspouts: Match other downspouts on main roof.

## 2.7 FABRICATION

- A. Fabricate and finish metal roof panels and accessories at the factory to greatest extent possible, by manufacturer's standard procedures and processes and as necessary to fulfill indicated performance requirements. Comply with indicated profiles and with dimensional and structural requirements.
- B. Provide panel profile, including major ribs and intermediate stiffening ribs, if any, for full length of panel.
- C. Fabricate metal roof panel side laps with factory-installed captive gaskets or separator strips that provide a tight seal and prevent metal-to-metal contact, in a manner that will seal weathertight and minimize noise from movements within panel assembly.
- D. Sheet Metal Accessories: Fabricate flashing and trim to comply with recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to the design, dimensions, metal, and other characteristics of item indicated.

## PART 3 - EXECUTION

### 3.1 PREPARATION

- A. Substrate Board: Install substrate boards over roof sheathing on entire roof surface. Attach with substrate-board fasteners.
  - 1. Install substrate board with long joints in continuous straight lines, perpendicular to roof slopes with end joints staggered between rows. Tightly butt substrate boards together.
  - 2. Comply with UL requirements for fire-rated construction.
- B. Miscellaneous Framing: Install subpurlins, eave angles, furring, and other miscellaneous roof panel support members and anchorage according to metal roof panel manufacturer's written instructions.

### 3.2 UNDERLAYMENT INSTALLATION

- A. Self-Adhering Sheet Underlayment: Apply primer if required by manufacturer. Comply with temperature restrictions of underlayment manufacturer for installation. Apply wrinkle free, in shingle fashion to shed water, and with end laps of not less than 6 inches staggered 24 inches between courses. Overlap side edges not less than 3-1/2 inches. Extend underlayment into gutter trough. Roll laps with roller. Cover underlayment within 14 days.
- B. Apply slip sheet over underlayment before installing metal roof panels.

### 3.3 METAL ROOF PANEL INSTALLATION

- A. Lap-Seam Metal Roof Panels: Fasten metal roof panels to supports with fasteners at each lapped joint at location and spacing recommended by manufacturer.
  - 1. Apply panels and associated items for neat and weathertight enclosure. Avoid "panel creep" or application not true to line.
  - 2. Lap ribbed or fluted sheets one full rib corrugation.
  - 3. Provide metal-backed neoprene or EPDM washers under heads of exposed fasteners bearing on weather side of metal roof panels.
  - 4. Locate and space exposed fasteners in uniform vertical and horizontal alignment. Use proper tools to obtain controlled uniform compression for positive seal without rupture of washer.
  - 5. Install screw fasteners with power tools having controlled torque adjusted to compress washer tightly without damage to washer, screw threads, or panels. Install screws in predrilled holes.
  - 6. Provide sealant tape at lapped joints of metal roof panels and between panels and protruding equipment, vents, and accessories.
  - 7. Apply a continuous ribbon of sealant tape to weather-side surface of fastenings on end laps, and on side laps of nesting-type panels; on side laps of corrugated nesting-type, ribbed, or fluted panels; and elsewhere as needed to make panels weatherproof to driving rains.
  - 8. At panel end splices, nest panels with minimum 6-inch end lap, sealed with butyl-rubber sealant and fastened together by interlocking clamping plates.

### 3.4 ACCESSORY INSTALLATION

- A. General: Install accessories with positive anchorage to building and weathertight mounting and provide for thermal expansion. Coordinate installation with flashings and other components.
  - 1. Install components required for a complete metal roof panel assembly including trim, copings, ridge closures, seam covers, flashings, sealants, gaskets, fillers, closure strips, and similar items.
  - 2. Flashing and Trim: Comply with performance requirements, manufacturer's written installation instructions, and SMACNA's "Architectural Sheet Metal Manual." Provide concealed fasteners where possible, and set units true to line and level as indicated. ~~Install work with laps, joints, and seams that will be permanently watertight and weather resistant.~~
  - 3. Provide elbows at base of downspouts to direct water away from building.

3.5 CLEANING

- A. Remove temporary protective coverings and strippable films, if any, as metal roof panels are installed unless otherwise indicated in manufacturer's written installation instructions. On completion of metal roof panel installation, clean finished surfaces as recommended by metal roof panel manufacturer. Maintain in a clean condition during construction.

END OF SECTION 07411

SECTION 07531 – ADHERED EPDM (ETHYLENE-PROPYLENE-DIENE-MONOMER) ROOFING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes: Adhered EPDM membrane roofing system.

1.2 PERFORMANCE REQUIREMENTS

1.3 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Shop Drawings: For roofing system. Include plan, details, and attachments to other work.
- C. Samples: For each product included in the roofing system.
- D. Maintenance data.

1.4 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified firm that is approved, authorized, or licensed by membrane roofing system manufacturer to install manufacturer's product and that is eligible to receive manufacturer's special warranty.
- B. Source Limitations: Obtain components including for membrane roofing system from same manufacturer as membrane roofing or approved by membrane roofing manufacturer.
- C. Preinstallation Roofing Conference: Conduct preinstallation conference at the Project site.

1.5 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.

1.6 WARRANTY

- A. Special Warranty: Manufacturer's standard or customized form, without monetary limitation, in which manufacturer agrees to repair or replace components of membrane roofing system that fail in materials or workmanship within the specified twenty year warranty period.

- 1. Warranty Period: **20** years from date of Substantial Completion of the roofing project.

PART 2 - PRODUCTS

2.1 EPDM MEMBRANE ROOFING

- A. EPDM: ASTM D 4637, Type I, non-reinforced uniform, flexible EPDM sheet.
  - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
    - a. Carlisle SynTec Incorporated.
    - b. Firestone Building Products.
    - c. GAF Materials Corporation.
    - d. GenFlex Roofing Systems.
    - e. Johns Manville.
  - 2. Thickness: **60 mils**, nominal.
  - 3. Exposed Face Color: Black.

2.2 AUXILIARY MEMBRANE ROOFING MATERIALS

- A. General: Auxiliary membrane roofing materials recommended by roofing system manufacturer for intended use and compatible with membrane roofing.
- B. Sheet Flashing: 60-mil thick EPDM, partially cured or cured, according to application.
- C. Bonding Adhesive: Manufacturer's standard.
- D. Seaming Material: Manufacturer's standard, synthetic-rubber polymer primer and 3-inch wide minimum, butyl splice tape with release film.
- E. Fasteners: Factory-coated steel fasteners and metal or plastic plates complying with corrosion-resistance provisions in FM Approvals 4470, designed for fastening membrane to substrate, and acceptable to roofing system manufacturer.
- F. Miscellaneous Accessories: Provide lap sealant, water cutoff mastic, metal termination bars, metal battens, pourable sealers, preformed cone and vent sheet flashings, preformed inside and outside corner sheet flashings, reinforced EPDM securement strips, T-joint covers, in-seam sealants, termination reglets, cover strips, and other accessories.

2.3 ROOF INSULATION

- A. Polyisocyanurate Board Insulation: ASTM C 1289, Type II, Class 1, Grade 2, felt or glass-fiber mat facer on both major surfaces.
- B. Composite Polyisocyanurate Board Insulation: ASTM C 1289, with factory-applied facing board on one major surface, as indicated below by type, and felt or glass-fiber mat facer on the other.



1. Type IV, cellulosic-fiber-insulation-board facer, Grade 2, 1/2 inch thick.

- C. Cellulosic-Fiber Board Insulation: ASTM C 208, Type II, Grade 2, fibrous-felted, rigid insulation boards of wood fiber or other cellulosic-fiber and water-resistant binders, asphalt impregnated, chemically treated for deterioration.
- D. Tapered Insulation: Provide factory-tapered insulation boards fabricated to minimum slope of 1/8 inch per 12 inches unless otherwise indicated.
- E. Provide preformed saddles, crickets, tapered edge strips, and other insulation shapes where indicated for sloping to drain. Fabricate to slopes indicated.

#### 2.4 INSULATION ACCESSORIES

- A. Fasteners: Factory-coated steel fasteners and metal or plastic plates complying with corrosion-resistance provisions to substrate, and acceptable to roofing system manufacturer.
- B. Insulation Adhesive: Insulation manufacturer's recommended cold-applied adhesive formulated to attach roof insulation to substrate or to another insulation layer.

#### 2.5 ASPHALT MATERIALS

- A. Roofing Asphalt: ASTM D 312, Type III or Type IV.
- B. Asphalt Primer: ASTM D 41.

#### 2.6 WALKWAYS

- A. Flexible Walkways: Factory-formed, nonporous, heavy-duty, solid-rubber, slip-resisting, surface-textured walkway pads or rolls, approximately 3/16 inch thick, and acceptable to membrane roofing system manufacturer.
- B. Walkway Roof Pavers: Heavyweight, hydraulically pressed, concrete units, with top edges beveled 3/16 inch, factory cast for use as roof pavers; absorption not greater than 5 percent, ASTM C 140; no breakage and maximum 1 percent mass loss when tested for freeze-thaw resistance, ASTM C 67; and as follows:
  - 1. Size: 24 by 24 inches. Manufacture pavers to dimensional tolerances of plus or minus 1/16 inch in length, height, and thickness.
  - 2. Weight: 18 lb/sq. ft..
  - 3. Compressive Strength 6500 psi, minimum.

PART 3 - EXECUTION

3.1 SUBSTRATE BOARD

- A. Install substrate board with long joints in continuous straight lines, perpendicular to roof slopes with end joints staggered between rows. Tightly butt substrate boards together.
  - 1. Fasten substrate board to top flanges of steel deck to resist uplift pressure at corners, perimeter, and field of roof according to membrane roofing system manufacturers' written instructions.

3.2 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 and insulation manufacturer's written instructions for installing roof insulation.
- C. Install tapered insulation under area of roofing to conform to slopes indicated.
- D. Install insulation under area of roofing to achieve required thickness. Where overall insulation thickness is 2.7 inches or greater, install two or more layers with joints of each succeeding layer staggered from joints of previous layer a minimum of 6 inches in each direction.
- E. Adhered Insulation: Install each layer of insulation and adhere to substrate as follows:
  - 1. Set each layer of insulation in a solid mopping of hot roofing asphalt, applied within plus or minus 25 deg F of equiviscous temperature.
  - 2. Set each layer of insulation in insulation adhesive, firmly pressing and maintaining insulation in place.
- F. Mechanically Fastened Insulation: Install each layer of insulation and secure to deck using mechanical fasteners specifically designed and sized for fastening specified board-type roof insulation to deck type. Fasten insulation to resist uplift pressure at corners, perimeter, and field of roof.
- G. Mechanically Fastened and Adhered Insulation: Install first layer of insulation to deck using mechanical fasteners specifically designed and sized for fastening specified board-type roof insulation to deck type.
  - 1. Fasten first layer of insulation to resist uplift pressure at corners, perimeter, and field of roof.
  - 2. Set each subsequent layer of insulation in a solid mopping of hot roofing asphalt, applied within plus or minus 25 deg F of equiviscous temperature.
- H. If required, install cover boards over insulation with long joints in continuous straight lines with end joints staggered between rows. Offset joints of insulation below a minimum of 6 inches in each direction. Loosely butt cover boards together and fasten to roof deck.

1. Fasten cover boards to resist uplift pressure at corners, perimeter, and field of roof.

### 3.3 ADHERED MEMBRANE ROOFING INSTALLATION

- A. Adhere membrane roofing over area to receive roofing according to membrane roofing system manufacturer's written instructions. Unroll membrane roofing and allow to relax before installing.
- B. Accurately align membrane roofing and maintain uniform side and end laps of minimum dimensions required by manufacturer. Stagger end laps.
- C. Bonding Adhesive: Apply to substrate and underside of membrane roofing at rate required by manufacturer and allow to partially dry before installing membrane roofing. Do not apply to splice area of membrane roofing.
- D. In addition to adhering, mechanically fasten membrane roofing securely at terminations, penetrations, and perimeters.
- E. Adhesive Seam Installation: Clean both faces of splice areas, apply splicing cement, and firmly roll side and end laps of overlapping membrane roofing according to manufacturer's written instructions to ensure a watertight seam installation. Apply lap sealant and seal exposed edges of membrane roofing terminations.
- F. Tape Seam Installation: Clean and prime both faces of splice areas, apply splice tape, and firmly roll side and end laps of overlapping membrane roofing according to manufacturer's written instructions to ensure a watertight seam installation. Apply lap sealant and seal exposed edges of membrane roofing terminations.
- G. Repair tears, voids, and lapped seams in roofing that does not comply with requirements. membrane roofing to roof deck. Cover battens and fasteners with a continuous cover strip.

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

3.5 WALKWAY INSTALLATION

- A. Flexible Walkways: Install walkway products in locations indicated. Adhere walkway products to substrate with compatible adhesive according to roofing system manufacturer's written instructions.
- B. Roof-Paver Walkways: Install walkway roof pavers according to manufacturer's written instructions in locations indicated, to form walkways. Leave 3 inches of space between adjacent roof pavers.

3.6 FIELD QUALITY CONTROL

- A. Final Roof Inspection: Arrange for roofing system manufacturer's technical personnel to inspect roofing installation on completion.
- B. Repair or remove and replace components of membrane roofing system where inspections indicate that they do not comply with specified requirements.

END OF SECTION 07531

SECTION 07591 – RE-ROOFING PREPARATION

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes the following:

1. Roof tear-off.
2. Roof re-cover preparation.

1.2 PROJECT CONDITIONS

A. Owner will occupy portions of building immediately below reroofing area. Conduct reroofing so Owner's operations will not be disrupted. Provide Owner with not less than 72 hours' notice of activities that may affect Owner's operations.

1. Coordinate work activities daily with Owner so Owner can place protective dust or water leakage covers over sensitive equipment or furnishings, shut down HVAC and fire-alarm or -detection equipment if needed, and evacuate occupants from below the work area if desired.
2. Before working over structurally impaired areas of deck, notify Owner to evacuate occupants from below the affected area. Verify that occupants below the work area have been evacuated prior to proceeding with work over the impaired deck area.

B. Protect building to be reroofed, adjacent buildings, walkways, site improvements, exterior plantings, and landscaping from damage or soiling from reroofing operations.

C. Limit construction loads on roof to 500 pound rooftop equipment wheel loads and 100 pounds per square foot for uniformly distributed loads.

D. Weather Limitations: Proceed with reroofing preparation only when existing and forecasted weather conditions permit Work to proceed without water entering into existing roofing system or building.

PART 2 - PRODUCTS

2.1 AUXILIARY REROOFING MATERIALS

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

PART 3 - EXECUTION

3.1 PREPARATION

- A. Coordinate with Owner to shut down air intake equipment in the vicinity of the Work. Cover air intake louvers before proceeding with reroofing work that could affect indoor air quality or activate smoke detectors in the ductwork.
- B. Maintain roof drains in functioning condition to ensure roof drainage at end of each workday. Prevent debris from entering or blocking roof drains and conductors. Use roof-drain plugs specifically designed for this purpose. Remove roof-drain plugs at end of each workday, when no work is taking place, or when rain is forecast.
- C. Verify that rooftop utilities and service piping have been shut off before commencing Work.

3.2 ROOF TEAR-OFF

- A. General: Notify Owner each day of extent of roof tear-off proposed.
- B. Remove aggregate ballast from roofing membrane..
- C. Remove pavers from roofing membrane..
- D. Roof Tear-Off: Remove existing roofing membrane and other membrane roofing system components down to the deck.
  - 1. Bitumen and felts that are firmly bonded to wood decks are permitted to remain if felts are dry. Remove loose bitumen and felts and wet felts.
  - 2. Remove exposed fasteners from deck.

3.3 DECK PREPARATION

- A. Inspect deck after tear-off of existing roofing system.
- B. If broken or loose fasteners that secure deck panels to one another or to structure are observed, or if deck appears or feels inadequately attached, immediately notify Architect. Do not proceed with installation until directed by Architect.
- C. If deck surface is not suitable for receiving new roofing, or if structural integrity of deck is suspect, immediately notify Owner's Representative. Do not proceed with installation until directed by Owner's Representative.
- D. Remove any temporary roofing membrane before installing new roofing membrane.

3.4 ROOF RE-COVER PREPARATION

- A. Remove blisters, ridges, buckles, and other substrate irregularities from existing old roofing membrane that inhibit new recover boards from conforming to substrate.

1. Remove loose aggregate from aggregate-surfaced, built-up bituminous roofing with a power broom.
2. Broom clean existing substrate.
3. Verify that existing substrate is dry before proceeding.
4. Remove materials that are wet or damp. Removal will be paid for by adjusting the Contract Sum according to unit prices included in the Contract Documents.
5. Provide additional uplift securement for existing roofing system with new screws and plates applied to each roof zone as needed.

3.5 EXISTING BASE FLASHINGS

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

3.6 DISPOSAL

- A. Collect and place demolished materials in containers. Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site.
- B. Transport demolished materials off Owner's property and legally dispose of them.

END OF SECTION 07591

SECTION 07620 - SHEET METAL FLASHING AND TRIM

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
  - 1. Formed roof sheet metal fabrications.

1.2 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Samples: For each exposed finish specified.

1.3 QUALITY ASSURANCE

- A. Sheet Metal Flashing and Trim Standard: Comply with SMACNA's "Architectural Sheet Metal Manual" unless more stringent requirements are specified.

1.4 WARRANTY

- A. Special Warranty on Finishes: Manufacturer's standard form in which manufacturer agrees to repair finish or replace sheet metal flashing and trim that shows evidence of deterioration of factory-applied finishes within Twenty (20) years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 SHEET METALS

- A. General: Protect mechanical and other finishes on exposed surfaces from damage by applying a strippable, temporary protective film before shipping.
- B. 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. Color Anodic Finish, Coil Coated: AAMA 611, AA-M12C22A42/A44, Class I, 0.018 mm or thicker. Color: Dark bronze.
  - 2. Exposed Coil-Coated Finishes:



- a. Two-Coat Fluoropolymer: AAMA 620. Fluoropolymer finish containing not less than 70 percent PVDF resin by weight in color coat. Color: As selected by Owner from manufacturer's full range.
- C. Metallic-Coated Steel Sheet: Restricted flatness steel sheet, metallic coated by the hot-dip process and prepainted by the coil-coating process to comply with ASTM A 755/A 755M.
  - 1. Aluminum-Zinc Alloy-Coated Steel Sheet: ASTM A 792/A 792M, Class AZ50 coating designation, Grade 40 structural quality.
  - 2. Surface: Manufacturer's standard clear acrylic coating on both sides.
  - 3. Exposed Coil-Coated Finish:
  - 4. Color: As selected by Owner from manufacturer's full range.

## 2.2 MISCELLANEOUS MATERIALS

- A. General: Provide materials and types of fasteners, solder, welding rods, protective coatings, separators, sealants, and other miscellaneous items as required for complete sheet metal flashing and trim installation and recommended by manufacturer of primary sheet metal unless otherwise indicated.
- B. 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.
  - 1. General: Blind fasteners or self-drilling screws, gasketed, with hex-washer head.
  - 2. Exposed Fasteners: Heads matching color of sheet metal using plastic caps or factory-applied coating.
  - 3. Fasteners for 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.
- C. Sealant Tape: Pressure-sensitive, 100 percent solids, gray polyisobutylene compound sealant tape with release-paper backing. Provide permanently elastic, nonsag, nontoxic, nonstaining tape 1/2 inch wide and 1/8 inch thick.
- D. Elastomeric Sealant: ASTM C 920, elastomeric polymer sealant; low modulus; of type, grade, class, and use classifications required to seal joints in sheet metal flashing and trim and remain watertight.
- E. Epoxy Seam Sealer: Two-part, noncorrosive, aluminum seam-cementing compound, recommended by aluminum manufacturer for exterior nonmoving joints, including riveted joints.

## 2.3 FABRICATION, GENERAL

- A. General: Custom fabricate sheet metal flashing and trim to comply with recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to design, dimensions, geometry, metal thickness, and other characteristics of item indicated. Fabricate items at the shop to greatest extent possible.

1. Obtain field measurements for accurate fit before shop fabrication.
  2. Form sheet metal flashing and trim without excessive oil canning, buckling, and tool marks and true to line and levels indicated, with exposed edges folded back to form hems.
  3. Conceal fasteners and expansion provisions where possible. Exposed fasteners are not allowed on faces exposed to view.
- B. Sealed Joints: Form nonexpansion but movable joints in metal to accommodate elastomeric sealant.
- C. Expansion Provisions: Where lapped expansion provisions cannot be used, form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with butyl sealant concealed within joints.
- D. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, noncorrosive metal.
- E. Seams: Fabricate nonmoving seams with flat-lock seams. Form seams and seal with elastomeric sealant unless otherwise recommended by sealant manufacturer for intended use. Rivet joints where necessary for strength.
- F. Seams for Aluminum: Fabricate nonmoving seams with flat-lock seams. Form seams and seal with epoxy seam sealer. Rivet joints where necessary for strength.

#### 2.4 ROOF DRAINAGE SHEET METAL FABRICATIONS

- A. Hanging Gutters: Fabricate to cross section indicated, complete with end pieces, outlet tubes, and other accessories as required. Fabricate in minimum 96-inch long sections. Furnish flat-stock gutter spacers and gutter brackets fabricated from same metal as gutters, of size recommended by SMACNA but not less than twice the gutter thickness. Fabricate expansion joints, expansion-joint covers, and gutter accessories from same metal as gutters.
- B. Parapet Scuppers: Fabricate scuppers of dimensions required with closure flange trim to exterior, 4-inch- wide wall flanges to interior, and base extending 4 inches beyond cant or tapered strip into field of roof.
- C. Downspouts: Fabricate rectangular downspouts complete with mitered elbows. Furnish with metal hangers from same material as downspouts and anchors.

#### 2.5 LOW-SLOPE ROOF SHEET METAL FABRICATIONS

- A. Roof-Edge Flashing and Gravel Stop: Fabricate in minimum 8-foot- long, but not exceeding 10-foot long, sections. Furnish with 6-inch- wide, joint cover plates. Fabricate from the following materials:
1. Aluminum: 0.050 inch thick.
  2. Aluminum-Zinc Alloy-Coated Steel: 0.028 inch thick.

- B. Copings: Fabricate in minimum 8-foot long, but not exceeding 10-foot long, sections. Fabricate joint plates of same thickness as copings. Furnish with continuous cleats to support edge of external leg and drill elongated holes for fasteners on interior leg. Miter corners, seal, and solder or weld watertight. Fabricate from the following materials:
  - 1. Aluminum: 0.050 inch thick.
  - 2. Aluminum-Zinc Alloy-Coated Steel: 0.040 inch thick.
- C. Base Flashing: Aluminum-Zinc Alloy-Coated Steel: 0.028 inch thick.
- D. Counterflashing:
  - 1. Aluminum: 0.032 inch thick.
  - 2. Aluminum-Zinc Alloy-Coated Steel: 0.022 inch thick.
- E. Roof-Penetration Flashing: Aluminum-Zinc Alloy-Coated Steel: 0.028 inch thick.
- F. Roof-Drain Flashing: Stainless Steel: 0.016 inch thick.

### PART 3 - EXECUTION

#### 3.1 INSTALLATION, GENERAL

- A. General: Anchor sheet metal flashing and trim and other components of the Work securely in place, with provisions for thermal and structural movement so that completed sheet metal flashing and trim shall not rattle, leak, or loosen, and shall remain watertight. Use fasteners, solder, welding rods, protective coatings, separators, sealants, and other miscellaneous items as required to complete sheet metal flashing and trim system.
  - 1. Install sheet metal flashing and trim true to line and levels indicated. Provide uniform, neat seams with minimum exposure of solder, welds, or sealant.
  - 2. Install sheet metal flashing and trim to fit substrates and to result in watertight performance. Verify shapes and dimensions of surfaces to be covered before fabricating sheet metal.
  - 3. Space cleats not more than 12 inches apart. Anchor each cleat with two fasteners. Bend tabs over fasteners.
  - 4. Install exposed sheet metal flashing and trim without excessive oil canning, buckling, and tool marks.
  - 5. Install sealant tape where indicated.
  - 6. Torch cutting of sheet metal flashing and trim is not permitted.
- B. Metal Protection: Where dissimilar metals will contact each other or corrosive substrates, protect against galvanic action by painting contact surfaces with bituminous coating or by other permanent separation as recommended by SMACNA.
  - 1. Coat back side of uncoated aluminum and stainless-steel sheet metal flashing and trim with bituminous coating where flashing and trim will contact wood, treated wood, ferrous metal, or cementitious construction.

2. Underlayment: Where installing metal flashing directly on cementitious or wood substrates, install a course of felt underlayment and cover with a slip sheet or install a course of polyethylene sheet.
- C. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim. Space movement joints at a maximum of 10 feet with no joints allowed within 24 inches of corner or intersection. Where lapped expansion provisions cannot be used or would not be sufficiently watertight, form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with sealant concealed within joints.
- D. 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.
- E. Seal joints as required for watertight construction.
- F. Rivets: Rivet joints in uncoated aluminum where indicated and where necessary for strength.

### 3.2 ROOF DRAINAGE SYSTEM INSTALLATION

- A. General: Install sheet metal roof drainage items to produce complete roof drainage system according to SMACNA recommendations. Coordinate installation of roof perimeter flashing with installation of roof drainage system.
- B. Hanging Gutters: Join sections with lapped joints sealed with sealant. Provide for thermal expansion. Attach gutters at eave or fascia to firmly anchored gutter brackets spaced not more than 36 inches apart. Provide end closures and seal watertight with sealant. Slope to downspouts. Install gutter with expansion joints not exceeding, 50 feet apart.
- C. Downspouts: Join sections with 1-1/2-inch telescoping joints. Provide hangers with fasteners designed to hold downspouts securely to walls. Locate hangers at top and bottom and at approximately 60 inches o.c. in between.
- D. Splash Pans: Install where downspouts discharge on roofs. Set in adhesive material compatible with the roofing.
- E. Parapet Scuppers: Install scuppers where indicated through parapet. Continuously support scupper, set to correct elevation, and seal flanges to interior wall face, over cants or tapered edge strips, and under roofing membrane.
- F. Expansion-Joint Covers: Install expansion-joint covers at locations and of configuration indicated. Lap joints a minimum of 4 inches in direction of water flow.

### 3.3 ROOF FLASHING INSTALLATION

- A. General: Install sheet metal flashing and trim to comply with performance requirements, sheet metal manufacturer's written installation instructions, and SMACNA's "Architectural Sheet Metal Manual." Provide concealed fasteners where possible, set units true to line, and level as

indicated. Install work with laps, joints, and seams that will be permanently watertight and weather resistant.

- B. Roof Edge Flashing: Anchor to resist uplift and outward forces according to recommendations in SMACNA's "Architectural Sheet Metal Manual" and as indicated. Interlock bottom edge of roof edge flashing with continuous cleat anchored to substrate at 3-inch centers.
- C. Copings: Anchor to resist uplift and outward forces according to recommendations in SMACNA's "Architectural Sheet Metal Manual".
  - 1. Interlock exterior bottom edge of coping with continuous cleat anchored to substrate at 16-inch centers.
  - 2. Anchor interior leg of coping with washers and screw fasteners through slotted holes at 24-inch centers.
- D. Pipe or Post Counterflashing: Install counterflashing umbrella with close-fitting collar with top edge flared for elastomeric sealant, extending a minimum of 4 inches over base flashing. Install stainless-steel draw band and tighten.
- E. Roof-Penetration Flashing: Coordinate installation of roof-penetration flashing with installation of roofing and other items penetrating roof. Seal with elastomeric sealant and clamp flashing to pipes that penetrate roof.

#### 3.4 CLEANING AND PROTECTION

- A. Clean exposed metal surfaces of substances that interfere with uniform oxidation and weathering.
- B. Remove temporary protective coverings and strippable films as sheet metal flashing and trim are installed unless otherwise indicated in manufacturer's written installation instructions.

END OF SECTION 07620

# NOTE

This RFQ contains Drawing G-5 for reference purposes. To obtain a hard copy of these drawings in 11" x 17" hard copy format, please contact the bid request line at 304-558-2063. These drawing are also available in PDF file format by contacting Krista Ferrell in the West Virginia Purchasing Division via email at [kferrell@wvadmin.gov](mailto:kferrell@wvadmin.gov).

Registered vendors may download PDF file on the Purchasing website at: <http://www.state.wv.us/admin/purchase/> and accessing the WV Purchasing Bulletin.

**PLEASE NOTE THAT THESE DRAWINGS ARE PROVIDED FOR REFERENCE ONLY AND DUE TO THE REDUCTION IN SIZE (11" X 17") ARE NOT TO SCALE.**

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**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, \_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_, as Principal, and \_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_  
\_\_\_\_\_ with its principal office in the City of \_\_\_\_\_, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligee, in the penal sum of \_\_\_\_\_ (\$ \_\_\_\_\_) for the payment of which,  
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the  
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOW THEREFORE,

- (a) If said bid shall be rejected, or
- (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached  
hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the  
agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in full  
force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event,  
exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no  
way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby  
waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations  
have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Principal Corporate Seal

\_\_\_\_\_  
(Name of Principal)

By \_\_\_\_\_  
(Must be President or  
Vice President)

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

Surety Corporate Seal

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
Attorney-in-Fact

**IMPORTANT - Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised corporate seals  
must be affixed, a power of attorney must be attached.**

**BID BOND PREPARATION INSTRUCTIONS**

AGENCY \_\_\_\_\_ (A)  
RFQ/RFP# \_\_\_\_\_ (B)

**Bid Bond**

- (A) WV State Agency  
(Stated on Page 1 "Spending Unit")  
Request for Quotation Number (upper  
right corner of page #1)
- (C) Your Company Name
- (D) City, Location of your Company
- (E) State, Location of your Company
- (F) Surety Corporate Name
- (G) City, Location of Surety
- (H) State, Location of Surety
- (I) State of Surety Incorporation
- (J) City of Surety Incorporation
- (K) Minimum amount of acceptable bid  
bond is 5% of total bid. You may state  
"5% of bid" or a specific amount on  
this line in words.
- (L) Amount of bond in figures
- (M) Brief Description of scope of work
- (N) Day of the month
- (O) Month
- (P) Year
- (Q) Name of Corporation
- (R) Raised Corporate Seal of Principal
- (S) Signature of President or Vice  
President
- (T) Title of person signing
- (U) Raised Corporate Seal of Surety
- (V) Corporate Name of Surety
- (W) Counter Signature by WV agent
- (X) Signature of Attorney in Fact of the  
Surety

NOTE: Dated, Power of Attorney with Raised  
Surety Seal must accompany this bid  
bond.

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned,  
\_\_\_\_\_ (C) of \_\_\_\_\_ (D), \_\_\_\_\_ (E),  
as Principal, and \_\_\_\_\_ (F) of \_\_\_\_\_ (G),  
\_\_\_\_\_ (H), a corporation organized and existing under the laws  
of the State of \_\_\_\_\_ (I) with its principal office in the City of  
\_\_\_\_\_ (J), as Surety, are held and firmly bound unto The State  
of West Virginia, as Obligee, in the penal sum of \_\_\_\_\_ (K)  
(\$ \_\_\_\_\_ (L)) for the payment of which, well and truly to be made,  
we jointly and severally bind ourselves, our heirs, administrators, executors,  
successors and assigns.

The Condition of the above obligation is such that whereas the Principal  
has submitted to the Purchasing Section of the Department of Administration  
a certain bid or proposal, attached hereto and made a part hereof to enter into a  
contract in writing for \_\_\_\_\_ (M)  
\_\_\_\_\_  
\_\_\_\_\_

NOW THEREFORE.

(a) If said bid shall be rejected, or  
(b) If said bid shall be accepted and the Principal shall enter into a  
contract in accordance with the bid or proposal attached hereto and shall furnish  
any other bonds and insurance required by the bid or proposal, and shall in all  
other respects perform the agreement created by the acceptance of said bid then  
this obligation shall be null and void, otherwise this obligation shall remain in full  
force and effect. It is expressly understood and agreed that the liability of the  
Surety for any and all claims hereunder shall, in no event, exceed the penal  
amount of this obligation as herein stated

The Surety for value received, hereby stipulates and agrees that the  
obligations of said Surety and its bond shall be in no way impaired or affected by  
any extension of time within which the Obligee may accept such bid: and said  
Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their  
hands and seals, and such of them as are corporations have caused their corporate  
seals to be affixed hereto and these presents to be signed by their proper officers,  
this \_\_\_\_\_ (N) day of \_\_\_\_\_ (O), 20 \_\_\_\_\_ (P).

Principal Corporate Seal	_____ (Q)
	(Name of Principal)
(R)	By _____ (S)
	(Must be President or Vice President)
	_____ (T)
	Title
(U)	_____ (V)
Surety Corporate Seal	(Name of Surety)
Countersigned:	
_____ (W)	_____ (X)
Resident West Virginia Agent	Attorney-in-Fact

IMPORTANT – Surety executing bonds must be licensed in West Virginia to  
transact surety insurance. Corporate seals must be affixed, a power of attorney  
must be attached, and a West Virginia resident must sign or countersign.



STATE OF WEST VIRGINIA  
Purchasing Division

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**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 exceeds 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](http://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: \_\_\_\_\_