

***METAL SOFFIT PANEL PROJECT MANUAL
&
SPECIFICATIONS***

for

**CHARDON LOCAL SCHOOLS
2021 METAL SOFFIT PANEL PROJECT
Project # BB201921**

9/30/21

Sealed bids will be received at the office of the Superintendent, Chardon Local School District, 428 North Street, Board of Education, Chardon, Ohio 44024 until 7:30 am on October 15, 2021 and will be opened and read beginning at 8:00 am.

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**SECTION 00 21 13
INSTRUCTIONS TO BIDDERS**

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ARTICLE 1 - GENERAL INSTRUCTIONS

1.1 Applicable Law and Forum

1.1.1 The rights of any Bidder or any party to a subsequent Contract shall be governed by the laws of the state of Ohio and only Ohio courts shall have jurisdiction over any action or proceeding related to the Bid or any subsequent Contract. The Bidder irrevocably consents to such jurisdiction.

1.2 Project Scheduling and Coordination

1.2.1 When the Contract Documents refer to a period of time by a number of days, it excludes the first day and includes the last day of the period. If the last day of the period falls on a Saturday, Sunday, or a legal holiday, that day shall be omitted and the period shall end on the next day which is not a Saturday, Sunday, or legal holiday.

1.2.2 The time for completion of the Project indicated on the **Bid Form** is the time for Substantial Completion applicable to the Bidder.

1.2.3 The Board of Education for Chardon Local Schools, 428 North St., Chardon, OH 44024 (the Contracting Authority and Owner) may assign all or any portion of its interest in a Contract with one or more of the successful Bidders to another successful Bidder as an agreed condition for an award of the Contract for the respective Bid. The assignment may include, without limitation, the duty to schedule, coordinate, and administer the Contract.

1.2.4 The Contractor is responsible for scheduling the Project, coordinating the Subcontractors, and providing other services identified in the Contract Documents.

1.2.5 By submitting its Bid, the Bidder indicates its understanding that the Contract Sum, based on its Bid and as amended by Change Orders, includes all costs that the Contracting Authority owes the Bidder.

1.3 Written Notice

1.3.1 Notice under the Contract Documents shall be validly given if:

1.3.1.1 delivered personally to a member of the organization for whom the notice is intended;

1.3.1.2 delivered, or sent by registered or certified mail, to the last known business address of the organization; or

1.3.1.3 sent by facsimile, email, or web-based project management software, provided the original signed document is delivered within 3 business days after the date of the electronic transmission.

1.3.2 Notices provided to one Project Participant from another shall be simultaneously copied to the prospective Bidders, the Owner, the Contracting Authority, and the Roof Consulting Firm.

ARTICLE 2 - BIDDING PROCEDURES

2.1 Examination of Contract Documents and the Site

2.1.1 Before submitting a Bid, the Bidder shall examine all Contract Documents, including, but not limited to, the Drawings, Specifications, and Addenda for all divisions of Work for the Project, noting in particular all requirements that may affect its Work in any way.

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2.1.2 The Bidder's failure to become acquainted with the extent and nature of Work required to complete any portion of the Work in conformity with the requirements of the Contract Documents, shall not be a basis for additional compensation.

2.1.3 Before submitting a Bid, the Bidder should not only examine and evaluate the Site and related Project conditions where the Work will be performed, but shall also consider when the Work will be performed including, but not limited to, the following:

2.1.3.1 the condition, layout, and nature of the Site and surrounding area;

2.1.3.2 the availability and cost of labor;

2.1.3.3 the availability and cost of materials, supplies, and equipment;

2.1.3.4 the cost of temporary utilities required in the Bid;

2.1.3.5 the cost of any permit or license required by a local or regional authority having jurisdiction over the Project;

2.1.3.6 the usual weather conditions of the Project location;

2.1.3.7 conditions bearing upon transportation, disposal, handling, and storage of equipment, materials, and waste; and

2.1.3.8 subsurface and concealed physical conditions and related information provided in the Contract Documents.

2.2 Pre-Bid Meeting

2.2.1 The Bidder is encouraged to attend the pre-bid meeting, where the Roof Consulting Firm, and the Contracting Authority, will receive questions regarding the Contract Documents. The Roof Consulting firm shall issue notice of the time and place of any pre-bid meeting to each firm that has requested plan copies.

2.2.2 The Roof Consulting Firm shall prepare minutes of the pre-bid meeting for the Project record. If questions raised by the prospective Bidders require changes to, or clarifications of, the Contract Documents, the Roof Consulting Firm shall issue the changes by written Addendum, along with a list of pre-bid meeting attendees.

2.2.3 Additional compensation shall not be based upon the Bidder's failure to attend the pre-bid meeting, which results in the Bidder's incomplete knowledge and familiarity of the Project requirements.

2.3 Request for Interpretation

2.3.1 If the Bidder finds any perceived ambiguity, conflict, error, omission, or discrepancy within the Contract Documents, including the Drawings, Specifications, and Addenda, or between any of the Contract Documents and Applicable Law, the Bidder shall submit a written Request for Interpretation ("RFI") to the Roof Consulting Firm for an interpretation or clarification.

2.3.1.1 The Bidder is responsible for prompt delivery of the RFI.

2.3.1.2 The Roof Consulting Firm shall respond to RFIs received more than 7 days before the bid opening.

2.3.2 The Roof Consulting Firm shall issue Addenda in response to RFIs that modify or clarify the Contract Documents. Any Addenda issued within 72 hours before any bid opening (excluding Saturdays, Sundays, and legal holidays) shall extend the bid opening date by 7 days pursuant to **Section 3.3.1**.

2.3.2.1 The Addenda may be delivered via facsimile or e-mail, posted to a web or FTP site, or otherwise furnished to each firm that has requested plan copies.

2.3.3 Any interpretation or clarification of the Contract Documents made by any Person other than the Roof Consulting Firm, in any manner other than a written Addendum, shall not be binding, and the Bidder shall not rely upon the interpretation or clarification.

2.3.4 The successful Bidder shall not be compensated for a claim alleging insufficient data, incomplete, ambiguous, conflicting, or erroneous Contract Documents or proposed Contract Documents, or assumed conditions regarding the nature, extent, or character of the Work, if the Bidder did not submit a related RFI prior to the bid opening.

2.4 Basis of Design and Acceptable Components

2.4.1 The Contract Documents may list components produced by specific manufacturers to denote kind, quality, or performance requirements.

2.4.2 The component listed first is the Basis of Design Component.

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2.4.3 Other listed components are Acceptable Components.

2.4.3.1 If the Bidder includes an Acceptable Component in its Bid, the Bidder is responsible for the costs of coordination and modification required.

2.5 Substitutions Prior to Bid Opening

2.5.1 If the Bidder proposes to use an article, device, material, equipment, form of construction, fixture, or item other than the Basis of Design or Acceptable Components named in the Specifications, the Bidder shall certify that the proposed item is equal in quality and all aspects of performance and appearance, to the item specified.

2.5.1.1 If approval of a Substitution requires changes to the Contract Documents or affects the work of other trades, the Bidder is responsible for all additional costs.

2.5.2 The Bidder shall submit its request for Substitution to the Roof Consulting Firm no later than 10 days prior to the bid opening, which must include:

2.5.2.1 the name and complete description of the proposed Substitution, including Drawings, performance and test data, and other information necessary for a complete evaluation; and

2.5.2.2 a statement setting forth any changes that the Proposed Substitution will require in the Contract Documents or the Project.

2.5.3 If the Roof Consulting Firm approves the Proposed Substitution, the Roof Consulting Firm shall issue an Addendum.

2.5.4 If the Roof Consulting Firm does not approve the Proposed Substitution, the Roof Consulting Firm shall inform the Bidder of its decision, which is final. The Roof Consulting Firm may reject a proposed Substitution because the Bidder failed to provide sufficient information to enable the Roof Consulting Firm to completely evaluate the Proposed Substitution without causing a delay in the scheduled bid opening.

2.5.5 Proposed Substitutions received by the Roof Consulting Firm less than 10 days prior to the bid opening shall not be considered.

2.6 Bid Form

2.6.1 Each Bid shall be submitted on the **Bid Form** and sealed in an envelope clearly marked as containing a Bid, indicating the Contracting Authority's Project number and name, and the date and time of the bid opening on the envelope. Refer to **Section 3.1.2** for requirements related to envelope markings.

2.6.1.1 Any change, alteration, omission, or addition in the wording of the **Bid Form** shall cause the Bid to be rejected as not responsible or non-responsive.

2.6.1.2 All pages of the **Bid Form**, shall be submitted with the Bid. Failure to do so may cause the Bid to be rejected as not responsible or non-responsive.

.1 If the names, locations, and service locations of Subcontractors are not known at the time of the Bid Opening, the Bidder must provide the information requested with its **Subcontractor and Material Supplier Declaration** form.

2.6.1.3 Unless the Bidder withdraws the Bid as provided in **Article 4**, the Bidder is required to comply with all requirements of the Contract Documents, regardless of whether the Bidder had actual knowledge of the requirements and regardless of any statement or omission made by the Bidder that might indicate a contrary intention.

2.6.2 The Bidder shall fill in all relevant blank spaces on the **Bid Form** by printing in ink or by typewriting, and not in pencil.

2.6.2.1 The Bidder shall show all bid amounts in both words and figures. In the case of a conflict between the words and figures, the amount shown in words shall govern, where the words are not ambiguous. When the Bidder's intention and the meaning of the words are clear, omissions, or misspellings of words shall not render the words ambiguous.

2.6.2.2 The Bidder shall initial alteration or erasure of items filled in on the **Bid Form**.

2.6.3 If the Bidder is a corporation, partnership, or sole proprietorship, an officer, partner or principal of the Bidder shall print or type the legal name of the Bidder on the line provided, and sign the **Bid Form**. If the Bidder is a joint venture, an officer, partner or principal, as applicable, of each member of the joint venture shall print or type the legal name of the applicable member on the line provided, and sign the **Bid Form** on behalf of that member. All signatures must be original.

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2.7 Allowances

2.7.1 If Allowances are provided on the **Bid Form**, the amount of each Allowance shall be included in the Base Bid amount. Allowances shall be used solely for the purpose of determining the adjustment to the Contract Sum for the difference between the amount of the Allowance and the actual cost of the related Work provided. Allowances shall not include the Contractor's Fee.

2.8 Unit Prices

2.8.1 If Unit Prices are requested on the **Bid Form**, the amount of the scheduled quantities shall be included in the Base Bid amount. Unit prices shall be used solely for the purpose of determining the adjustment to the Contract Sum for the difference between the estimated quantities on the **Bid Form** and the actual quantities provided.

2.8.2 Unit Prices shall include all materials, equipment, labor, delivery, installation, and any other cost or expense, in connection with, or incidental to, the performance of that portion of the Work. Unit Prices shall not include the Contractor's Fee on account of the associated Unit Price Work. The Bidder shall submit Unit Prices for all items listed.

2.9 Alternates

2.9.1 If an Alternate is listed on the **Bid Form**, the Bidder shall fill in the applicable blank with an increased or decreased bid amount and indicate which by circling the word "ADD" or the word "DEDUCT" as applicable. The Contracting Authority reserves the right to accept or reject any or all bid amounts for Alternates, in whole or in part, and in any order.

2.9.1.1 If no change in the bid amount is required, indicate "No Change" or "\$0."

2.9.1.2 Failure to make an entry or an entry of "No Bid," "N/A," or similar entry on any Alternate shall cause the Bid to be rejected as not responsible or non-responsive if that Alternate is selected.

2.9.1.3 Failure to indicate a negative number by circling "DEDUCT," preceding the number by a minus sign, or enclosing the number in parentheses will indicate the Bidder's intent to increase the Base Bid by the amount entered in the applicable blank.

2.9.1.4 If an Alternate is not selected, an entry as listed in **Section 2.9.1.2** on that Alternate shall not, by itself, render a Bid not responsible or non-responsive.

2.10 Submittals with Bid Form

2.10.1 The Contracting Authority shall reject a Bid as not responsible or non-responsive if the Bidder fails to submit the following with the Bid Form in a sealed envelope:

2.10.1.1 A Bid Guaranty as provided in **Article 5**, meeting the requirements of Ohio Revised Code ("ORC") Sections 153.54 and 153.571.

2.10.2 If the apparent low Bidder does not submit a valid Power of Attorney of the agent signing for the Surety with its Bid, the Contracting Authority shall direct the apparent low Bidder to deliver a valid and appropriate Power of Attorney to the Contracting Authority within a period determined by the Contracting Authority. The Contracting Authority shall not enter into a Contract without a valid Power of Attorney.

2.10.3 The Bidder is encouraged to submit background information with its Bid using the **Bidder's Qualifications** form and including, but not limited to, the information listed in this **Section 2.10**. If the apparent low Bidder does not submit the **Bidder's Qualifications** form and related information with its Bid, the Bidder shall provide it upon request in accordance with **Section 3.5.4**, including, but not limited to:

2.10.3.1 the overall experience of the Bidder, including number of years in business under present and former business names;

2.10.3.2 a complete listing of all the Bidder's ongoing construction projects and a listing of construction projects which are similar in cost and type to the Project completed by the Bidder in the last 5 years. Include information of the scope of work and value of each contract, and a project name/contact Person/address/phone number for the owner and the architect or engineer for each project;

2.10.3.3 a Certificate of Compliance with Affirmative Action Programs, issued pursuant to ORC Section 9.47, by the Equal Opportunity Coordinator of the Department of Administrative Services;

2.10.3.4 a complete listing of Affirmative Action and EDGE program violations in the last 5 years;

2.10.3.5 a complete listing of EPA, OSHA, or other regulatory entity issues or violations in the last 5 years;

2.10.3.6 a complete listing of judgments, claims, arbitration proceedings or suits pending or outstanding in the last 5 years;

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2.10.3.7 a complete listing of Drug-Free Workplace Program and Drug-Free Safety Program (“DFSP”) violations in the last 5 years;

2.10.3.8 upon request of the Contracting Authority, the apparent low Bidder shall submit the following information, which is not a public record under ORC Section 149.43; and shall remain confidential, except under proper order of a court:

- .1 an annual financial statement prepared within the 12 months prior to the bid opening by an independent licensed accounting firm; and the name, address, contact Person, and phone number of the bank normally used by the Bidder for its primary banking; or
- .2 a financial report generated within 30 days prior to the bid opening from Standard and Poor, Dun and Bradstreet or a similar company acceptable to the Contracting Authority documenting the financial condition of the Bidder; and the name, address, contact Person, and phone number of the bank normally used by the Bidder for its primary banking.

2.10.3.9 a description of the Bidder’s relevant facilities and major equipment, whether leased or owned;

2.10.3.10 a description of the management experience of the Bidder’s project manager(s) and superintendent(s) and a comprehensive resume for each;

2.10.3.11 a description of the EDGE-certified Business Enterprises the Bidder proposes as Subcontractors and Material Suppliers for this Project by attaching a fully completed EDGE Affidavit for each EDGE-certified Business Enterprise;

2.10.3.12 to support a Bond, a current and signed Certificate of Compliance issued by the Ohio Department of Insurance, showing the Surety is licensed to do business as a surety in Ohio;

2.10.3.13 a current Ohio Workers' Compensation Certificate;

2.10.3.14 if the Bidder is a foreign corporation not incorporated under the laws of Ohio, a Certificate of Good Standing from the Ohio Secretary of State; or, if the Bidder is a foreign person or partnership, evidence that the Bidder filed, with the Ohio Secretary of State, a Power of Attorney designating the Ohio Secretary of State as the Bidder's agent for the purpose of accepting service of summons in any action brought under ORC Section 153.05 or under ORC Sections 4123.01 to 4123.94, inclusive;

2.10.3.15 evidence that the Bidder is enrolled in, and in good standing in, a DFSP approved by the Ohio Bureau of Workers' Compensation (“OBWC”); and

2.10.3.16 any other data or information which the Roof Consulting Firm may request concerning the responsibility of the Bidder, including a complete list of major Subcontractors with an estimated contract value of \$200,000 or more, which the Bidder proposes to employ on the Project.

2.11 Changes in the Bid Amount

2.11.1 Any change to a previously submitted Bid shall be in writing and received by the Contracting Authority before the time scheduled for the bid opening.

2.11.2 Changes shall provide an amount to be added to, or subtracted from, the bid amount, so that the final bid amount may be determined only after the sealed envelope is opened.

2.11.3 If the Bidder's written instruction reveals the bid amount in any way prior to the bid opening, the Contracting Authority may, in its sole discretion, reject the Bid as not responsible or non-responsive.

ARTICLE 3 - BID OPENING AND EVALUATION

3.1 Delivery of Bid

3.1.1 The Bidder shall submit its Bid to the Contracting Authority at the location indicated in the **Bid Form** one hour prior to the time scheduled for the bid opening (Bids will be received until 7:30 am on October 15, 2021 and will be opened and read beginning at 8:00 am).

3.1.2 If the sealed bid envelope is enclosed in another envelope for the purpose of delivery, the exterior envelope shall also be clearly marked as containing a Bid with the Project name and Project number, construction trade of the Bid, and the date and time of the bid opening shown on the envelope (Bids will be received until 7:30 am on October 15, 2021 and will be opened and read beginning at 8:00 am).

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3.1.3 Bids that arrive at the location designated in the **Bid Form** after the time set for the receipt of bids (7:30 am on October 15, 2021) shall not be opened or considered.

3.2 Bid Opening

3.2.1 Sealed Bids shall be received at the location designated in the **Bid Form** until one hour prior to the time stated when all Bids shall be opened, read aloud, and the tabulation made public (Bids will be received until 7:30 am on October 15, 2021 and will be opened and read beginning at 8:00 am).

3.2.2 The public opening and reading of Bids is for informational purposes only and is not to be construed as an acceptance or rejection of any Bid submitted.

3.2.3 The contents of the bid envelope are public records and open for inspection, upon request, at any time after the bid opening, except for any information that is not defined as a public record under Ohio law.

3.3 Bid Opening Extension

3.3.1 If an Addendum is issued within 72 hours prior to the published time for the bid opening, excluding Saturdays, Sundays and legal holidays, the bid opening shall be extended 7 days. If the Contracting Authority approves, the bid opening may be extended for more than 7 days, and consideration for additional advertising may be recommended--

3.3.2 As part of issuing any Addendum earlier than 72 hours prior to the published time for the bid opening, excluding Saturdays, Sundays and legal holidays, only the Contracting Authority may approve a revised bid opening date or additional advertising.

3.4 Bid Evaluation Criteria

3.4.1 The Contracting Authority reserves the right to accept or reject any or all Bids, in whole or in part, and reserves the right to award the Contract to any remaining Bidder the Contracting Authority determines, in its sole discretion, to have submitted the lowest responsible Bid.

3.4.2 The Contracting Authority reserves the right to accept or reject any or all Alternates. Alternates may be accepted or rejected in any order.

3.4.3 If any Bidder has engaged in collusive bidding, the Contracting Authority shall reject that Bidder's Bid as non-responsible for the Contract. A collusive bidder may also be debarred from future Contracts.

3.4.4 The Contracting Authority reserves the right to waive, or to allow any Bidder a reasonable opportunity to cure a minor irregularity or technical deficiency in a Bid, provided the irregularity or deficiency does not affect the bid amount, or otherwise give the Bidder a competitive advantage. Noncompliance with any material requirements of the Contract Documents shall cause a Bid to be rejected as not responsible or non-responsive.

3.4.5 If, in the opinion of the Contracting Authority, the award of the Contract to the lowest Bidder is not in the best interest of the Owner, the Contracting Authority may accept, in its discretion, another Bid so opened, or the Contracting Authority may reject all Bids and advertise for other Bids. The advertisement shall be for the period, in the form, and in the publications directed by the Contracting Authority.

3.5 Bid Evaluation Procedure

3.5.1 The Contract shall be awarded to the lowest responsible Bidder as determined in the discretion of the Contracting Authority, or all Bids may be rejected in accordance with Applicable Law.

3.5.1.1 In determining which Bid is the lowest, the Contracting Authority shall consider the Base Bid and the bid amounts for any Alternate, or Alternates, which the Owner decides, in its sole discretion, to accept.

3.5.1.2 The total of the bid amounts for the accepted Alternate(s) shall be added to, or deducted from, the Base Bid, as applicable, for determining the lowest Bidder.

3.5.1.3 If two Bidders submit the same bid amount and both are determined to be responsible, the Contracting Authority may select one Bidder by the flip of a coin, which shall be conducted in the presence of both Bidders and shall be final.

.1 If one of the Bidders refuses to participate in, or fails to be present at, the flip of a coin, the remaining Bidder shall be selected.

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3.5.2 A Bid shall be rejected as not responsive or non-responsive if the Bid contains a Bid Guaranty executed by a Surety not licensed in Ohio or a Bid Guaranty that is otherwise determined to be insufficient by the Contracting Authority.

3.5.2.1 The Bidder may be subject to a Pre-Award Affirmative Action Compliance Review pursuant to OAC Section 123:2-5-01 including a review of the Bidder's employment records and an on-site review.

.1 The Bidder must submit the information requested no later than 10 days after receipt of the request. Failure to timely respond to this request for records may result in the Bidder being found not responsible or non-responsive.

3.5.2.2 If the lowest Bidder is not responsible or non-responsive, the Bidder shall be notified according to **Section 3.6**.

3.5.3 In determining whether a Bidder is responsible, factors to be considered include, without limitation:

3.5.3.1 preferences required by law, where applicable;

3.5.3.2 the experience of the Bidder;

3.5.3.3 the financial condition of the Bidder;

3.5.3.4 the conduct and performance of the Bidder on previous Contracts, including compliance with Equal Employment Opportunity in the Construction Industry Administrative Rules, OSHA, and demonstration of good faith effort to participate in the EDGE Business Development program, or actual participation in the EDGE Business Development program, or both, as indicated in the ORC and the Ohio Administrative Code;

3.5.3.5 the facilities of the Bidder;

3.5.3.6 the management skills of the Bidder, including the capability of the Bidder to construct and manage the entire Project, including but not limited to the plumbing, fire protection, heating, ventilating and air conditioning, and electrical branches or classes of the Work;

3.5.3.7 the Bidder's ability to execute the Contract properly, including past performance of the Bidder and the Subcontractors that the Bidder proposes to use on the Project; and

3.5.3.8 a signed affidavit affirming that neither the bidder nor any subcontractor has entered into an agreement with any labor organization.

3.5.4 The Roof Consulting Firm shall obtain from the lowest responsible Bidder any information the Contracting Authority determines appropriate to consideration of factors showing responsibility. The Contract shall be awarded to the lowest responsible Bidder, unless all Bids are rejected. The Bidder shall provide all requested information within 3 days of a request from the Roof Consulting Firm, or a longer period, if the Contracting Authority consents in writing.

3.5.5 If the lowest Bidder is not responsible, the Contracting Authority shall evaluate the next lowest Bidder according to the procedures set forth in this **Section 3.5** until the Contract is awarded, all Bids are rejected, or all Bidders are determined to be not responsible.

3.6 Rejection of Bid

3.6.1 If the lowest Bidder is not responsible, the Contracting Authority shall reject the Bid and notify the Bidder in writing by Certified Mail of the finding and the reasons for the finding.

3.6.2 Ten Percent Rule.

3.6.2.1 If the lowest responsible Bid for the Contract, including the Base Bid and accepted Alternates if any, exceeds an amount 10 percent greater than the published Estimated Construction Cost for the Contract, the Contracting Authority shall reject all Bids.

3.6.3 A Bidder notified in accordance with **Section 3.6.1** may object to its rejection by filing a written protest, which must be received by the Contracting Authority within 5 days of the notification provided pursuant to **Section 3.6.1**.

3.6.4 Upon receipt of a timely protest, the Contracting Authority shall meet with the protesting Bidder to hear its objections. ORC Chapter 119 administrative hearing requirements are not applicable to the bid protest meeting.

3.6.4.1 No Contract award shall become final until after the Contracting Authority has met with all Bidders who have timely filed protests and the award of the Contract is affirmed by the Contracting Authority.

3.6.4.2 If all protests are rejected, the Contract shall be awarded to the lowest responsible Bidder, or all Bids shall be rejected.

3.7 Notice of Intent to Award

3.7.1 The Contracting Authority shall notify the apparent successful Bidder that upon satisfactory compliance with all conditions

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precedent for execution of the Contract, within the time specified, the Bidder shall be awarded the Contract.

3.7.2 The Contracting Authority reserves the right to rescind any Notice of Intent to Award if the Contracting Authority determines it issued the Notice of Intent to Award in error, or if the conditions precedent for execution of Contract set forth in **Article 6** are not met.

ARTICLE 4 - WITHDRAWAL OF BID

4.1 Withdrawal prior to Bid Opening

4.1.1 A Bidder may withdraw a Bid after the Contracting Authority receives the Bid, provided the Bidder makes a request in writing and the Contracting Authority receives the request prior to the time of the bid opening, as determined by the Contracting Authority.

4.2 Withdrawal after Bid Opening

4.2.1 The Bid shall remain valid and open for acceptance for a period of 60 days after the bid opening; provided, however, a Bidder may withdraw a Bid from consideration after the bid opening if the bid amount was substantially lower than the amounts of other Bids, providing the Bid was submitted in good faith, and the reason for the bid amount being substantially lower was a clerical mistake, as opposed to a judgment mistake, and was actually due to an unintentional and substantial arithmetic error or an unintentional omission of a substantial quantity of Work, labor, or material made directly in the compilation of the bid amount.

4.2.1.1 Notice of a request to withdraw a Bid shall be made in writing filed with the Contracting Authority within 2 business days after the bid opening. The Contracting Authority reserves the right to request the Bidder to submit evidence substantiating the Bidder's request to withdraw the Bid.

4.2.1.2 No Bid may be withdrawn under **Section 4.2.1** which would result in awarding a Contract involving the same item on another Bid to the same Bidder.

4.2.2 If a Bidder withdraws its Bid under **Section 4.2.1**, the Contracting Authority may award the Contract to the next lowest responsive and responsible Bidder, or reject all Bids and advertise for other Bids. In the event the Contracting Authority advertises for other Bids, the withdrawing Bidder shall pay the costs, in connection with the re-bidding, of printing new Contract Documents, required advertising, and printing and mailing of notices to prospective Bidders, if the Contracting Authority finds that these costs would not have been incurred but for the withdrawal.

4.2.3 A Bidder may withdraw the Bidder's Bid at any time after the 60-day period described in **Section 4.2.1** by giving written notice to the Contracting Authority.

4.3 Refusal to Accept Withdrawal

4.3.1 If the Contracting Authority contests the right of a Bidder to withdraw a Bid pursuant to **Section 4.2.1**, a hearing shall be held within 10 days after the bid opening and the Contracting Authority shall issue an order allowing or denying the claim of this right within 5 days after the hearing is concluded. The Contracting Authority shall give the withdrawing Bidder timely notice of the time and place of the hearing.

4.3.1.1 The Contracting Authority shall make a stenographic record of all testimony, other evidence, and rulings on the admissibility of evidence presented at the hearing. The Bidder shall pay the costs of the hearing.

4.3.1.2 Pursuant to ORC Section 119.12, the Bidder may appeal the order of the Contracting Authority required by **Section 4.3.1**.

4.4 Refusal to Perform

4.4.1 In the event the Contracting Authority denies the request for withdrawal and the Bidder refuses to perform the Contract, the Contracting Authority may reject all Bids or award the Contract to the next lowest responsible Bidder.

4.5 Effect of Withdrawal

4.5.1 A Bidder, who is permitted to withdraw a Bid under **Section 4.2.1**, shall not supply material or labor to, or perform a subcontract or other work for, the Person to whom the Contract is awarded; or otherwise benefit, directly or indirectly, from the performance of the Project for which the withdrawn Bid was submitted; without the Contracting Authority's prior written consent.

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ARTICLE 5 - BID GUARANTY AND BOND**5.1 Bid Guaranty**

5.1.1 The Bidder shall submit a Bid Guaranty with the Bidder's Bid, payable to the Contracting Authority, in accordance with the Ohio Revised Code and in the form of either:

5.1.1.1 the signed **Document 00 43 13 - Bid Security Form** contained in the Contract Documents for the amount of the Base Bid plus all additive Alternates; or

5.1.1.2 a certified check, cashier's check, or letter of credit, for 10 percent of the Base Bid, plus all additive Alternates – a letter of credit shall expressly provide that it is revocable only by the Contracting Authority.

5.1.2 The Bid Guaranty shall be in form and substance satisfactory to the Contracting Authority and shall serve as an assurance that upon acceptance of the Bid, the Bidder shall comply with all conditions precedent for Contract execution, within the time specified by the Contracting Authority.

5.1.3 If the blank line on the **Bid Security Form** is not filled in, the penal sum shall be the full amount of the Base Bid plus all additive Alternates. If the blank line is filled in, the amount shall not be less than the full amount of the Base Bid plus all additive Alternates, stated in dollars and cents. A percentage is not acceptable. In the event the blank line is filled in for an amount less than the full amount of the Base Bid plus all additive alternates, the Bid shall be rejected as not responsible or nonresponsive.

5.1.4 An authorized agent must sign the **Bid Security Form**, and the Bidder shall provide a Power of Attorney from the Surety. A Surety authorized by the Ohio Department of Insurance to transact business in Ohio must issue the **Bid Security Form**.

5.1.5 The requirements of ORC Section 3901.86 may be applicable requiring an Ohio resident agent countersign the **Bid Security Form**. The Bidder shall determine the applicability of this provision.

5.1.6 Bid Guaranties in the form of a certified check, cashier's check, or letter of credit shall be returned to unsuccessful Bidders 60 days after the bid opening. Bid Guaranties in the form of a certified check, cashier's check, or letter of credit shall be returned to the successful Bidder upon providing **Document 00 61 13 - Performance and Payment Bond Form** from a Surety satisfactory to the Contracting Authority.

5.2 Forfeiture of Bid Guaranty

5.2.1 If for any reason, other than as authorized by **Section 4.2.1** or **Section 5.3**, the Bidder fails to execute the Agreement, and the Contracting Authority awards the Contract to another Bidder, which the Contracting Authority determines is the lowest responsible Bidder:

5.2.1.1 The Bidder who failed to execute the Agreement is liable to the Owner for the difference between its Bid and the Bid of the next lowest responsible Bidder, or for a penal sum not to exceed ten percent of the bid amount, whichever is less.

5.2.2 If the Contracting Authority then awards a Contract to another Bidder, which the Contracting Authority determines is the lowest responsible Bidder and that Bidder fails or refuses to execute the Agreement:

5.2.2.1 The liability of the lowest responsible Bidder shall be the difference between the bid amount of the lowest responsible Bidder and another Bidder which the Contracting Authority determines is the lowest responsible Bidder, except as provided in **Section 5.3**, but not in excess of the liability specified in **Section 4.2.2**.

5.2.2.2 The liability on account of an award to the lowest responsible Bidder beyond the third lowest responsible Bidder shall be determined in like manner.

5.2.3 If the Contracting Authority does not award the Contract to another Bidder under **Section 5.2.2**, but submits the Project for re-bidding:

5.2.3.1 The Bidder failing or refusing to execute the Agreement is liable to the Owner for a penal sum not to exceed 10 percent of the Bidder's bid amount or the costs in connection with the resubmission of printing new Contract Documents, required advertising, and printing and mailing notices to prospective Bidders, whichever is less, except as provided in **Section 5.3**.

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5.3 Exception to Forfeiture

5.3.1 A Bidder for a Contract with the Owner costing less than \$500,000 may withdraw its Bid from consideration if its Bid for another Contract with the Owner for less than \$500,000 has already been accepted if:

5.3.1.1 the Bidder certifies in good faith that the total amount of its current contracts is less than \$500,000; and

5.3.1.2 the Bidder's Surety certifies in good faith that the Bidder is unable to perform the subsequent Contract because such performance would exceed the Bidder's bonding capacity.

5.3.2 If a Bid is withdrawn pursuant to **Section 5.3.1**:

5.3.2.1 the Contracting Authority may award the Contract to another Bidder which the Contracting Authority determines is the lowest responsible Bidder or reject all Bids and submit the Project for re-bidding; and

5.3.2.2 neither the withdrawing Bidder nor the Bidder's Surety shall be liable for the difference between the Bidder's Bid and that of the next lowest responsible Bidder for a penal sum, or for the costs of printing new Contract Documents, required advertising, and printing and mailing notices to prospective Bidders.

5.4 Bond

5.4.1 Prior to signing the Agreement, the Bidder shall provide the Bond required by law in form and substance satisfactory to the Contracting Authority, and from a Surety licensed to do business in the state of Ohio and satisfactory to the Contracting Authority.

5.4.1.1 If the Bidder provided **Document 00 43 13 - Bid Security Form**, described in **Section 5.1.1.1**, as its Bid Guaranty then that form shall be the Bond.

5.4.1.2 If the Bidder provided another form of Bid Guaranty, described in **Section 5.1.1.2**, then **Document 00 61 13 - Performance and Payment Bond Form**, described in **Section 5.1.6**, shall be the Bond.

5.4.1.3 The Bidder shall not be required to provide both forms described above.

5.4.2 The Bond must be in the full amount of the Contract to indemnify the Owner against all direct and consequential damages suffered by failure of the Contractor to perform according to the provisions of the Contract and in accordance with the Plans, Specifications, details, and bills of material therefore and pay all lawful claims of Subcontractors, Material Suppliers, and laborers for labor performed or materials furnished in performing and completing the Contract.

ARTICLE 6 - CONTRACT AWARD AND EXECUTION**6.1 Conditions Precedent for Execution of Contract**

6.1.1 The successful Bidder must submit the items in this **Section 6.1** to the Contracting Authority before executing the Agreement.

6.1.2 Bond, and to support the Bond, a Certificate of Compliance issued by the Ohio Department of Insurance, showing the Surety is licensed to do business in the state of Ohio.

6.1.3 Ohio Workers' Compensation Certificate

6.1.4 Certificate of Compliance with any required Affirmative Action Programs, issued by the Equal Opportunity Coordinator.

6.1.5 Certificate of Insurance (ACORD form is acceptable) and copy of additional insured or loss payee endorsement. The Contracting Authority reserves the right to request and receive a certified copy of the Contractor's insurance policies.

6.1.6 If a Bidder is a foreign corporation (e.g., not incorporated under the laws of Ohio) it must submit a Certificate of Good Standing from the Ohio Secretary of State showing the right of the Bidder to do business in the state of Ohio.

6.1.7 If a Bidder is an individual or partnership, nonresident of the State, it must submit a Power of Attorney designating the Ohio Secretary of State as the Bidder's agent for accepting service of summons in any action brought under ORC Section 153.05 or under ORC Sections 4123.01 to 4123.94, inclusive.

6.1.8 If the Contract includes plumbing; electrical; hydronics; refrigeration; and heating, ventilating and air conditioning ("HVAC") Work, the Contractor or its Subcontractors must submit proof of current licensing pursuant to Applicable Law.

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6.1.9 Evidence that the Bidder is enrolled in, and in good standing in, a DFSP approved by the OBWC.

6.1.10 Required Notice of Unresolved Findings for Recovery.

6.1.10.1 By submitting its Bid, the Bidder warrants that it is not subject to an unresolved findings for recovery under ORC Section 9.24. ORC Section 9.24 prohibits the State from awarding a Contract to any Bidder against whom the Auditor of State has issued a finding for recovery if the finding for recovery is unresolved at the time of award. If the Contract is awarded to a Bidder subject to an unresolved finding for recovery under ORC Section 9.24, the Contract is void on its face and the Contractor shall immediately repay to the Owner any funds paid under the Contract.

6.1.11 If the Bidder is a joint venture, it must submit the executed agreement between the joint venturers describing the division of services/work and percentage of contract for each company, and a Power of Attorney which authorizes one or more individuals to bind the joint venture and each individual joint venturer to Contract Modifications.

6.1.12 Sworn statement of no personal property tax liability pursuant to ORC Section 5719.042.

6.2 Non-compliance with Conditions Precedent

6.2.1 The award of the Contract and execution of the Agreement require the Contractor to comply with:

6.2.1.1 all conditions precedent for execution of the Contract within 10 days of the date of the Notice of Intent to Award; and

6.2.1.2 the **Bidder's Qualifications** form.

6.2.2 Non-compliance with the conditions precedent for execution of the Contract as stated in **Section 6.1** within the timelines stated in **Section 6.2.1** following the date of the Notice of Intent to Award shall be sufficient cause to permit the Contracting Authority to cancel the Notice of Intent to Award, for the Bidder's lack of responsibility and award the Contract to another Bidder, which the Contracting Authority determines is the lowest responsible Bidder; or the Contracting Authority may re-bid the Work at its sole discretion.

6.2.3 The Contracting Authority may extend the time for complying with the conditions precedent for execution of the Contract for good cause. The extension is not a waiver of the conditions precedent for execution of the Contract.

6.3 Time Limits

6.3.1 The Contracting Authority's failure to award the Contract and execute the Agreement-within 60 days of the bid opening invalidates the entire bid process and all Bids submitted, unless the time is extended by written consent of the apparent lowest responsible Bidder and the Contracting Authority.

6.3.1.1 If the Contracting Authority awards the Contract within 60 days of the bid opening, increases in material, labor, and subcontract costs shall be borne by the Bidder.

6.3.1.2 If failure to execute the Contract within 60 days of the bid opening is due to matters for which the Owner is solely responsible, the Contractor is entitled to a Change Order authorizing payment of verifiable increased costs in materials, labor, or subcontracts. This increase shall not exceed the difference in price between the successful Bidder and the price of the next lowest responsible Bidder.

6.3.1.3 If failure to execute the Contract within 60 days of the bid opening is due to matters for which the Contractor is responsible, the Contracting Authority shall not grant a request for increased costs.

6.4 Notice to Proceed

6.4.1 The Contracting Authority shall issue a Notice to Proceed to the Contractor, which establishes the date for commencement and the calendar days allocated for Substantial Completion. Within 10 days of the date of the Notice to Proceed, or other period as mutually agreed by the Contractor and the Contracting Authority, the Contractor shall furnish the following submittals to the Roof Consulting Firm:

6.4.1.1 Schedule of Values;

6.4.1.2 preliminary schedule of Shop Drawings and other Submittals;

6.4.1.3 **Subcontractor and Material Supplier Declaration** form, with completed "Bidder Affirmation and Disclosure" forms acknowledging that the Contractor affirms, understands, and will abide by the requirements of Executive Order 2011-12K for Subcontractors that were not identified in the **Bid Form**;

6.4.1.4 qualifications of proposed project manager(s) and superintendent(s) and a comprehensive resume of each.

END OF DOCUMENT

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SECTION 01 10 00

SUMMARY OF WORK

1. PART 1 - GENERAL

1.1. RELATED DOCUMENTS:

- A. Documents affecting work of this Section include, but are not necessarily limited to, Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections.

1.2. WORK COVERED BY CONTRACT DOCUMENTS

- A. Project identification: Project consists of installing metal soffit panels at Chardon High school on Roof areas 21, 22, 24 and Soffit area on North side of roof area 15 and related work as indicated on the drawings and/or as specified.

1. Project Locations: Chardon Local Schools
High School – 151 Chardon Ave.
Chardon, OH.
2. Project Title: 2021 Metal Soffit Panel Project
3. Project Owner: Chardon Local Schools
428 North Street
Chardon, Ohio 44024

- B. Project Consultant Identification: The contract documents were prepared by:

1. Roof Consultant: Adam Bradley Enterprises, Inc.
1540 Chagrin River Road
Gates Mills, OH 44040

For project information or copies of bidding documents, contact:

Tom Case
216.272.8457
tomc@adambradleyinc.com

or

Bill Bare at; 440.622.2246

1.3. BIDDER REQUIREMENTS:

- A. The Contracting Company on this Project must have the experience and qualifications specified in the Bidding Documents.
- B. Any requests for substitutions of specified materials or practices must be submitted by the Prime Bidder. Requests for substitutions from manufacturers, suppliers or Subcontractors will not be considered.

1.4. SUMMARY OF WORK:

- A. Bidders for the following Base Bids shall provide all labor, materials, tools, equipment, services, etc. to provide complete, watertight roof systems, drainage and other related work as shown and/or specified in the Construction Documents;
1. Base Bid Package 101; High School (specified soffit areas and related work). All areas as indicated in the Contract Documents.

2021 Soffit Project

B. Bid Package 101 work includes, but is not limited to:

1. Base Bid; High School – specified soffit areas:
 - a. Furnish and install factory formed metal panel system with continuous integral locking system with concealed fasteners. Provide all necessary accessories, ridges, hips, valleys, eaves, rakes, corners, miscellaneous flashings, closure members and fasteners to ensure a weather tight installation.
 - b. All work to be as indicated in the Specifications and Drawings.

1.5. INTENT OF THE SPECIFICATIONS:

- A. The intent of these specifications is to describe the materials and methods of construction required for the performance of the work. In general, it is intended that the drawings shall delineate the detailed extent of the work. When there is a discrepancy between drawings, referenced specifications, and standards and this specification, this specification shall govern.
- B. Consulting Firm specified the work conveyed in the Contract Documents for Owner's benefit. These Contract Documents are between Owner and Consulting Firm only. Nothing contained in these Contract Documents shall create a contractual relationship between the Contractor and the Consulting Firm.
- C. Assumption of Responsibility: Throughout these specifications, unless specifically noted otherwise, all work shall be assumed to be the sole responsibility of the Contractor.

1.6. SPECIFICATION FORMATS AND CONVENTIONS

- A. Specification Format: The Specifications are organized into Divisions and Sections using the 16-division format and CSI/CSC "MasterFormat" numbering system.
 1. Section Identification: The Specifications use section numbers and titles to help cross-referencing in the Contract Documents. Sections in the Project Manual are in numeric sequence; however, the sequence is incomplete. Consult the table of contents at the beginning of the Project Manual to determine numbers and names of sections in the Contract Documents.
- B. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
 1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.
 2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.
 - a. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

2021 Soffit Project

1.7. WORK UNDER OTHER CONTRACTS

- A. Owner may award separate contracts for related or unrelated construction operations at this site. These operations may be conducted simultaneously with work under this contract.
- B. Cooperation with other Contractors and Trades that may be present on the site is expected so that work on those contracts may be carried out. Owner reserves the right to resolve conflicts if required.

1.8. REGULATORY REQUIREMENTS

A. TAXES:

- 1. Contractor shall pay all sales, consumer, use and other similar taxes required by law.

B. PERMITS AND FEES:

- 1. The Contractor shall apply for and secure all incidental permits, governmental fees and licenses necessary for proper execution and completion of the Work.
- 2. Special work permits, approved by the Owner, shall be required to perform work under the following special circumstances. These permits shall be requested not later than 72 hours before the work is to begin.

- a. After Hours Permit.

C. GOVERNING CODES AND STANDARDS:

- 1. Work performed under this specification shall be in compliance with applicable Industry Standards and all applicable codes, laws, and ordinances of the municipal, state, and federal departments concerned. Materials and workmanship required by such regulations shall be provided by the Contractor whether or not specifically noted herein or shown on the drawings.
- 2. Bidders are directed to immediately advise the Consulting Firm if they discover any materials, products, or designs that conflict with or fail to satisfy any of the following Codes, Standards or Local Ordinances;
 - a. Ohio Building Code (OBC)
 - b. Americans with Disabilities Act Architectural Guidelines (ADAAG)
 - c. National Fire Protection Association (NFPA)
 - d. Occupational Safety and Health Standards of Construction Industry (OSHA)
 - e. Factory Mutual Global (FMG)
 - f. Underwriters Laboratories (UL)
- 3. Industry Standards: Minimum standards of construction shall comply with all applicable standards including but not limited to;

- a. SMACNA

- D. The above notwithstanding, Industry Standards and Codes are recognized as minimum requirements. In many cases these Contract Documents specify materials, quantities, thicknesses, details, assemblies, etc., that clearly exceed the Industry Standards and prevailing Codes. In all these cases the more stringent requirements in the Contract Documents shall be required.

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1.9. NOTICES AND POSTINGS:

- A. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work. If Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, without providing notice to building owner's representative, Contractor shall assume full responsibility and shall bear all costs.
- B. Post at job site in a protective sleeve the following,
 - 1. Copies of all permits
 - 2. Copies of all MSDS sheets

1.10. PROTECTION:

- A. The efforts of the Consulting Firm and their Consulting Firms are focused on designing a project which will be safe upon completion. The Consulting Firm and their Consulting Firms have no training, nor expertise in, and take no responsibility for construction means and methods, nor job site safety. These issues are exclusively the Contractors responsibility. Processing and/or approving submittals made by the Contractor which may contain information related to construction means and methods or safety issues shall not be construed as voluntary assumption by the Consulting Firm or any of their Consulting Firms of any responsibility for means and methods of construction nor job site safety. Similarly, participation in meetings where such issues might be discussed shall not be construed as voluntary assumptions by the Consulting Firm or any of their Consulting Firms of any responsibility for means and methods of construction nor job site safety.
- B. The Contractor shall use precautions necessary to provide for the safety of property owner, visitors to the site, and all connected with the work of this project.
- C. All existing facilities both above and below ground shall be protected and maintained free of damage. Existing facilities shall remain operating during the period of construction unless otherwise permitted in advance by the Owner. All access roadways must remain open to traffic unless otherwise temporarily permitted by the Owner.
- D. Safety Requirements
 - 1. All application, material handling, and associated equipment shall conform to and be operated in conformance with OSHA safety requirements.
 - 2. Comply with applicable Federal, State, Local and Owner health and safety requirements.
 - 3. Notify the Owner in advance whenever work is expected to be potentially hazardous and/or harmful to persons and/or property on the site. Contractor is solely responsible for employing means and methods (acceptable to the Owner) deemed necessary to prevent harm to such persons and property.
 - 4. Maintain proper fire extinguishing equipment and trained personnel within close proximity and with unobstructed access to work areas whenever power tools, torches and/or other heat-producing equipment is being used on the project.
 - 5. ALL SAFETY REQUIREMENTS OF THE BUILDING OWNER, INCLUDING OWNERS POLICY ON TOBACCO PRODUCTS (ATTACHED AS APPENDIX 2) MUST BE FOLLOWED. NO EXCEPTIONS WILL BE PERMITTED.

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1.11. EXPERIENCE OF CONTRACTOR

- A. Contractor will be disqualified if Chardon Local Schools has any claims against them in excess of \$50,000.00.
- B. In addition to requirements listed elsewhere, any Applicator proposed for the work of this project must have experience successfully installing systems of the types specified for at least the last ten consecutive (10) years. Bidders shall submit with their bid a letter stating such experience in the application of such systems, including Project names, Owner names and Owner's representative contact information.
- C. Contractor's Qualifications to be submitted prior to award of the Contract:
 1. Submit list of at least ten projects of the same materials and methods specified for this project within a radius of 50 miles from the project site and that are available for inspection by the Owner.
 2. Letter certifying that Contractor has no Liens or Notices to Lien outstanding against them.
 3. Letter certifying that Chardon Local Schools has no claims against them in excess of \$50,000.00.
 4. Provide address of a permanent office within 60 miles of project site.
 5. Provide name of a full-time supervisor/foreman experienced with the specified system on-site when system application is in progress. Certification of general experience and specific system experience shall be included in the submittal.
 6. Certify that the project will be staffed and equipped with a trained crew and all capital equipment required to perform the work of this project in accordance with all Contract Documents. Submit list of available manpower and equipment planned for use on this project;
 - a. Maintain all equipment and tools in good working order;
 - b. Submit written safety plan and equipment to the work force and specify, in writing, proper clothing.
 7. Shall appoint a Safety Coordinator who shall be a member of the installation crew. The name of the appointee shall be submitted, including all qualifications for the appointment.
- D. Maintain a daily job log to be kept on site at all times from the pre-construction conference until final close-out. The job log shall include:
 1. Copies of all submittals.
 2. Safety coordinator appointment with emergency telephone numbers; fall protection plan and material safety data sheets for all products.
 3. Daily crew attendance and time records.
 4. A summary of each days work including any photographs or detail revisions.
 5. A field sketch showing areas of work for the day.
 6. Accident reports.
 7. Material delivery records; and a visitor register.
 8. Complaint log, listing complaints received from any party of any nature, and the actions taken and resolution, with dates and names of individuals involved.

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- E. Contractor shall provide a foreman or superintendent to be present on the job site at all times to supervise all Work by all subcontractors utilized on the project. On site Foreman/Superintendent must have a cell phone on site at all times and provide number to Consulting Firm and Owner.

1.12. CONSTRUCTION SCHEDULE

- A. NOTE: Liquidated damages for work that is not complete by the completion deadline are a part of this contract as required by State law.
- B. The following items must be submitted to the Consulting Firm no later than five (5) consecutive calendar days after the date of the Authorization to Proceed. No payment requests will be authorized until these submittals have been received and approved by the Owner and the Consulting Firm:
1. All submittals as detailed in Section 01 33 00.
- C. Construction timelines and benchmarks listed below are essential and must be met. The Contractor shall submit proposed construction schedules with their bids within these requirements and staff the project to satisfy milestone dates.
1. Authorization to proceed: on or about October 19, 2021.
 2. On-site Work to begin on or about October 19, 2021 unless modified in writing by the Owner.
 3. All areas must be completed by December 31, 2021.
 4. Final Completion for all Contract Work, including all closeout requirements, shall occur not later than twenty-one consecutive calendar days after the date of Substantial Completion.

2. PART 2 – PRODUCTS (Not Used)**3. PART 3 – EXECUTION (Not Used)**

*** END OF SECTION 01 10 00 - SUMMARY OF WORK ***

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SECTION 01 14 00

CONTRACTOR'S USE OF PREMISES

1. PART 1 - GENERAL

1.1. RELATED DOCUMENTS:

- A. Documents affecting work of this Section include, but are not necessarily limited to, Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections.

1.2. DESCRIPTION

A. Work included:

- 1. This Section applies to situations in which the Contractor or his representatives including, but not necessarily limited to, suppliers, subcontractors, employees, and field engineers, enter upon Owner's property.

1.3. QUALITY ASSURANCE

- A. Promptly upon award of the Contract, notify all pertinent personnel regarding requirements of this Section.
- B. Owner may require all personnel who will enter upon the Owner's property to certify their awareness of and familiarity with requirements of this Section.

1.4. BUILDING OCCUPANCY

- A. The facility will be occupied and in use during construction. Cooperate with Owner during construction process to minimize disruptions of Owner usage.
- B. Contractor is fully and solely responsible for the safety and protection of all occupants going into, leaving out of, or occupying the interior of the buildings under which work is in progress in the general vicinity. All costs associated with providing this service are to be included in the base bids.
- C. Maintain existing buildings in a weather tight condition throughout the construction process. Protect buildings and occupants during all construction operations and repair any damage caused by construction operations immediately.

1.5. TRANSPORTATION AND FACILITIES

- A. Driveways and Entrances: Keep driveways and entrances clear. Do not park vehicles or store materials unless specifically authorized by the Owner.
 - 1. Schedule deliveries to minimize the use of driveways and entrances.
 - 2. Load, unload and store materials and equipment to minimize use of space and time requirements at loading, temporary storage and set up areas.
- B. Do not use handicapped parking area(s) at any time for any purpose.
- C. Provide adequate protection for lawn areas, landscaped areas, site irrigation system components, curbs and sidewalks over which trucks and equipment pass to reach job site. If any damage occurs, the Contractor is responsible for repairs. Note that temporary fence posts shall not penetrate existing pavements.
- D. Contractor's vehicles:

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1. Require Contractor's vehicles, vehicles belonging to employees of Contractor, and all other vehicles entering upon Owner's property in performance of Work of Contract, to use only the Access Route approved in advance by Owner.
2. Do not permit such vehicles to park on any street or other area of Owner's property except in the area approved by Owner as "Contractor's Parking Area."

E. SECURITY

1. Restrict access of all persons entering upon the Owner's property to the Access Route and to the actual site of the work.

1.6. FACILITY USAGE

- A. Utilities: All utilities are to remain in operation during the construction period. Contractor shall submit schedules to the Owner for review, approval and coordination prior to performing any work impacting existing utilities. Shut downs and tie-ins for all utilities shall be made at times approved by the Owner, regardless of the time directed by the Owner, the Contractor shall make no claim for overtime or premium time payments.
 1. Submit schedules prior to performing any work that will affect utilities.
- B. Use of Site: Limit use of site to work in areas established during pre-bid and pre-construction meetings. Do not utilize or disturb areas of the site not previously identified beyond the work area without prior written approval.
 1. Do not store materials inside building areas, including penthouses.
- C. Safety: Do not block fire exits or doorways. Allow for egress of traffic at all times. Keep driveways and entrances serving the premises open and clear for use by the Owner, Owner's employees and emergency vehicles at all times.
- D. Provide adequate protection for all interior and exterior portions of the building during set-up and construction. If any damage occurs the Contractor is responsible for repairs as designated by the Owner.
- E. Restrooms and other amenities such as cafeteria and vending machines, etc. of the building shall not be used by construction personnel. Provide portable toilet facilities located at designated set-up and access area.
- F. Notify Owner at least seven (7) days in advance of areas that may be required to be restricted from public access including areas of delivery and any parking spaces.

1.7. OWNER CONDITIONS

- A. The following Owner conditions shall apply throughout the course of the work. Violation of these conditions shall be grounds for immediate and permanent removal from the site of the offending personnel, or entire crew.
 1. Audio Equipment: Playing of radios, tape players, CD players, televisions, or other audio devices is prohibited everywhere on site.
 2. Appropriate Clothing: Construction personnel shall dress in appropriate clothing at all times, everywhere on site. Shirts and full length pants shall be worn at all times. No article of clothing or visible body parts may have obscene or profane language or graphics displayed on it in any manner.
 3. Smoking: Owners Tobacco Use Policy is to be enforced at all times (Appendix 1).
 4. Language: Loud or abusive language, particularly obscene or profane language is prohibited at all times.

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5. Firearms, alcoholic beverages and illegal drugs are strictly prohibited at all times.

2. PART 2 – PRODUCTS (Not Used)

3. PART 3 – EXECUTION (Not Used)

* * * END OF SECTION 01 14 00 * * *

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SECTION 01 15 30

CHANGE ORDER PROCEDURE

1 PART 1 - GENERAL**1.1 RELATED DOCUMENTS:**

- A Documents affecting work of this Section include, but are not necessarily limited to, Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections.

1.2 DESCRIPTION**A Work included:**

- 1 Make such changes in the Work, in the Contract Sum, in the Contract Time of Completion, or any combination thereof, as are described in written Change Orders signed by the Owner and the Designated Owner's representative and issued after execution of the Contract, in accordance with the provisions of this Section.

1.3 QUALITY ASSURANCE

- A Include within the Contractor's quality assurance program such measures as are needed to assure familiarity of the Contractor's staff and employees with these procedures for processing Change Order data.

1.4 SUBMITTALS

- A Make submittals directly to the Designated Owner's representative at his normal place of business.
- B Submit the number of copies called for under the various items listed in this Section.

1.5 PRODUCT HANDLING

- A Maintain a "Register of Bulletins and Change Orders" at the job site, accurately reflecting current status of all pertinent data.
- B Make the Register available to the Designated Owner's representative for review at his request.

1.6 PROCESSING CHANGES INITIATED BY THE OWNER

- A Should the Owner contemplate making a change in the Work or a change in the Contract Time of Completion, the Designated Owner's representative will issue a "Bulletin" to the Contractor.
 - 1 Bulletins will be dated and will be numbered in sequence.
 - 2 The Bulletin will describe the contemplated change, and will carry one of the following instructions to the Contractor:
 - a Make the described change in the Work at no change in the Contract Sum and no change in the Contract Time of Completion;
 - b Promptly advise the Designated Owner's representative as to credit or cost proposed for the described change. This is not an authorization to proceed with the change.
- B If the Contractor has been directed by the Designated Owner's representative to promptly advise him as to credit or cost proposed for the described change, the Contractor shall:
 - 1 Analyze the described change and its impact on costs and time;
 - 2 Secure the required information and forward it to the Designated Owner's representative for review.
 - 3 Meet with the Designated Owner's representative as required to explain costs and, when appropriate, determine other acceptable ways to achieve the desired objective;

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- 4 Alert pertinent personnel and subcontractors as to the impending change and, to the maximum extent possible, avoid such work as would increase the Owner's cost for making the change, advising the Designated Owner's representative in writing when such avoidance no longer is practicable.

1.7 PROCESSING CHANGES INITIATED BY THE CONTRACTOR

- A Should the Contractor discover a discrepancy among the Contract Documents or other cause for suggesting a change in the Work, a change in the Contract Sum, or a change in the Contract Time of Completion, he shall notify the Designated Owner's representative as required by pertinent provisions of the Contract Documents.
- B Upon agreement by the Designated Owner's representative that there is reasonable cause to consider the Contractor's proposed change, the Designated Owner's representative will issue a Bulletin in accordance with the provisions described in Article 1.6 above.

1.8 PROCESSING BULLETINS

- A Make written reply to the Designated Owner's representative in response to each Bulletin.
 - 1 State proposed change in the Contract Sum, if any.
 - 2 State proposed change in the Contract Time of Completion, if any.
 - 3 Clearly describe other changes in the Work required by the proposed change or desirable therewith, if any.
 - 4 Include full backup data such as subcontractor's;
 - a Letter of proposal or similar information
 - b Itemized costs of material and labor to include deducts for work being eliminated and additions to perform additional work as a part of the change.
 - 5 Submit this response in single copy.
- B When cost or credit for the change has been agreed upon by the Owner and the Contractor the Designated Owner's representative will issue a "Change Order" to the Contractor.

1.9 PROCESSING CHANGE ORDERS

- A Change Orders will be dated and will be numbered in sequence.
- B The Change Order will describe the change or changes, will refer to the Bulletin or Bulletins involved, and will be signed by the Owner and the Designated Owner's representative.
- C The Designated Owner's representative will issue three copies of each Change Order to the Contractor.
 - 1 The Contractor promptly shall sign all three copies and return two copies to the Designated Owner's representative.
 - 2 The Designated Owner's representative will retain one signed copy in his file and will forward one signed copy to the Owner.
- D Should the Contractor disagree with the stipulated change in Contract Sum or change in Contract Time of Completion, or both:
 - 1 The Contractor promptly shall return two copies of the Change Order, unsigned by him, to the Designated Owner's representative with a letter signed by the Contractor and stating the reason or reasons for the Contractor's disagreement.
 - 2 The Contractor's disagreement with the Change Order shall not in any way relieve the Contractor of his responsibility to proceed with the change as ordered and to seek settlement of the dispute under pertinent provisions of the Contract Documents.

* * * END OF SECTION 01 15 30 - CHANGE ORDER PROCEDURE * * *

SECTION 01 30 00

ADMINISTRATIVE AND SPECIAL PROJECT REQUIREMENTS

1. PART 1 - GENERAL REQUIREMENTS

1.1. RELATED DOCUMENTS:

- A. Documents affecting work of this Section include, but are not necessarily limited to, Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections.

1.2. COORDINATION, SEQUENCING, AND SCHEDULING

A. Work Hours:

- 1. Work day is limited to the local city ordinance and Owners requirements.
- 2. Work week is confined to hours permitted by local codes. Overtime hours can be worked during hours permitted by local codes provided Consulting Firm approves extended hours in advance. No additional compensation for premium time or over time will be allowed.

- B. Coordinate work with all installers and subcontractors to ensure proper sequencing of related trades and efficient and orderly installation of each part of the work in a manner that minimizes inconvenience to the Owner.

1.3. ENVIRONMENTAL REQUIREMENTS

- A. Do not proceed with the Work under adverse weather conditions, immediately after rainfall (for weather sensitive products), or when climatic conditions are outside manufacturer's recommended limitations for installation. Proceed with the work only when weather forecasts are favorable for proper development of the performance characteristics of the materials.
- B. Do not work in rain, snow or in presence of water, dew or frost.
- C. Weather delays may not extend the schedule, as defined in the terms of the Construction Documents, unless specifically approved by the Owner, at the Owner's sole discretion

1.4. PROTECTION AND CLEANING

- A. Protect building, property, equipment, roads, approaches, parking areas, loading dock areas, sidewalks, vehicles, and landscaping from damage due to the Work, including but not limited to contamination, soiling, staining or defacing.
- B. Clean and protect construction in process and adjoining materials in place during handling and installation. Apply protective coverings where necessary to prevent damage or deterioration.
- C. Coordinate and sequence Work so that other trades do not damage completed installations.
- D. The Contractor is responsible for the protection of all vegetation, persons, and property on the site and the adjoining rights of way from the Work associated with this Project. Any damaged items will be replaced or repaired to the satisfaction of the Owner.
- E. The Contractor is responsible for daily clean-up of all debris and for protection of all persons and property in and around the work areas. Any soiling of or damage to vehicles, pedestrians, personal property or real property caused by Work from this Project will be the responsibility of the Contractor.

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- F. The Contractor shall not discontinue the job once work has begun. A full crew must be on site performing appropriate Contract Work on any day in which work can be performed.
- G. Unapproved Subcontractors cannot be utilized on this Project. All Subcontractors are subject to the Owners approval.

1.5. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- A. Before submitting a bid, each Bidder will, at Bidders own expense make or obtain any additional examinations, investigations, exploration, tests, and studies and obtain any additional information and data which pertain to the physical conditions at or contiguous to the site or otherwise which may affect cost, progress performance or furnishing of the Work and which the Bidder deems necessary to determine that its Bid for performing and furnishing the Work is in accordance with the time, price and other terms and conditions of the Contract Documents.
- B. On request in advance, Owner will provide each Bidder access to the site to conduct such explorations and tests as each Bidder deems necessary for the submission of a Bid. Bidder shall fill all holes, clean up and restore the site to its former conditions upon completion of such exploration.
- C. The submission of a Bid will constitute an incontrovertible representation by the Bidder that the Bidder has complied with every requirement of the Construction Documents and that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and such means, methods, techniques sequences or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing the Work.

2. PART 2 – PRODUCTS (Not Used)**3. PART 3 – EXECUTION****3.1. GENERAL**

- A. Measurements: Independently verify dimensions shown on Drawings or in these specifications. Contractor is responsible for all measurements and dimensions including dimensional variations from place to place on the building, or variations between actual field dimensions and those that may be indicated in these specifications and drawings.
- B. Moisture: Contractor is responsible for the consequences of moisture in or on substrates that may interfere with the Work. Perform testing as necessary to determine if moisture that will interfere with the Work is present. Remove moisture or remove and replace moisture containing materials before completing installation of the Work.

END OF SECTION 01 30 00 - ADMINISTRATIVE AND SPECIAL PROJECT REQUIREMENTS

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SECTION 01 31 00

PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 SUMMARY

- A. This section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
1. General Project Coordination.
 2. Conservation.
 3. Cleaning and Protection.

1.2 GENERAL PROJECT COORDINATION

- A. Coordination: The Contractor shall coordinate the construction operations of all the installers and Subcontractors to ensure the efficient and orderly installation of each part of the Work.
1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 2. Coordinate installation of different components with Subcontractors to ensure maximum accessibility for required maintenance, service, and repair.
 3. Make adequate provisions to accommodate items scheduled for later installation.
- B. Administrative Procedures: The Contractor shall coordinate scheduling and timing of required administrative procedures with all other construction activities and activities of other Subcontractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
1. Installation and removal of temporary facilities and controls.
 2. Delivery and processing of submittals.
 3. Progress meetings.
 4. Pre-construction meetings.
 5. Project closeout activities.
- C. Inspection of Conditions: Contractor shall inspect both the substrate and conditions under which Work is to be performed. Installers shall not proceed until unsatisfactory conditions have been corrected in a manner acceptable to the Installer as well as the manufacturer of the product, material, or equipment. Proceeding with an installation shall be considered prima facie evidence that the substrates and conditions under which the Work is to be performed are completely satisfactory and acceptable to the installer, and that they will not adversely affect the installation in any way.
- D. Contractor shall coordinate temporary enclosures with required inspections and tests to minimize the necessity of uncovering completed construction for that purpose.
- E. Manufacturer's Instructions: Where installations include manufactured products or equipment, comply with manufacturer's applicable instructions and recommendations for installation, only to the extent that these instructions or recommendations are more explicit or more stringent than other requirements shown in the Contract Documents.

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- F. Contractor shall install each unit of Work during weather conditions and Project status which will assure the best possible results in coordination with the entire Work. Isolate each unit of Work from incompatible Work as necessary to prevent deterioration.

1.3 CONSERVATION

- A. Conservation: Contractor shall coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.
- B. Salvage materials and equipment involved in performance of, but not actually incorporated into, the work.

1.4 CLEANING AND PROTECTING

- A. Contractor shall clean and protect construction in progress and adjoining materials in place, during handling and installation. Apply protective covering where required to assure protection from damage or deterioration at Substantial Completion.
- B. Contractor shall clean and provide maintenance on completed construction as frequently as necessary though the remainder of the construction period. Adjust and lubricate operable components to assure operability without damaging effects.
- C. Limiting Exposures: Contractor shall supervise construction operations to assure that no part of the construction completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period. Where applicable, such exposures may include, but are not limited to, the following;
 - 1. Excessive static or dynamic loading.
 - 2. Excessive internal or external pressures.
 - 3. Excessively high or low temperatures.
 - 4. Thermal shock.
 - 5. Excessively high or low humidity.
 - 6. Air contamination or pollution.
 - 7. Water or ice.
 - 8. Solvents.
 - 9. Chemicals.
 - 10. Sunlight (UV)
 - 11. Radiation.
 - 12. Puncture.
 - 13. Abrasion.
 - 14. Heavy traffic.
 - 15. Soiling, staining, and corrosion.
 - 16. Bacteria.
 - 17. Rodent and insect infestation.
 - 18. Combustion.
 - 19. Electrical current.
 - 20. High-speed operation.
 - 21. Improper lubrication.
 - 22. Unusual wear or other misuse.
 - 23. Contact between incompatible materials.
 - 24. Destructive testing.
 - 25. Misalignment.

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26. Excessive weathering.
27. Unprotected storage.
28. Improper shipping or handling.
29. Theft.
30. Vandalism.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 31 00 - PROJECT MANAGEMENT AND COORDINATION

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SECTION 01 31 10

PROJECT MEETINGS

1. PART 1 - GENERAL REQUIREMENTS

1.1. RELATED DOCUMENTS:

A. Documents affecting work of this Section include, but are not necessarily limited to, Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections.

B. Related section: Section 01 77 00 – Contract Close-Out.

1.2. SUMMARY

A. This section specifies requirements for meetings and administrative procedures that include but are not limited to the following:

1. Preconstruction conference.
2. Progress meetings.
3. Substantial Completion inspection.
4. Final Completion inspection and Project Close-out

1.3. SUBMITALS

A. See Related Sections: Section 01 10 00 – Summary and Section 01 33 00 – Submittals.

1.4. PRECONSTRUCTION CONFERENCE

A. The Preconstruction Conference will be scheduled within 5 working days after the Owner has issued the Notice to Proceed, but prior to actual start of the Work. All submittals must be received prior to time of the Conference.

B. Attendance: Consulting Firm, Owner, and Contractor's Representative.

1. Minimum agenda: Data will be distributed and discussed on:
 - a. Organizational arrangement of Contractor's forces and personnel, and those of Subcontractors, materials suppliers, and the Consulting Firm.
 - b. Channels and procedures for communication.
 - c. Review set-up area and storage areas.
 - d. Review all required permits.
 - e. Construction schedule, including sequence of critical work.
 - f. Designation of responsible personnel.
 - g. Contract Documents, including distribution of required copies of Drawings and revisions.
 - h. Processing of Shop Drawings and other data submitted to the Consulting Firm for review.
 - i. Processing of field decisions and Change Orders.
 - j. Rules and regulations governing performance of the work including working hours, use of premises, Owner rules and requirements.

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- k. Parking availability.
- l. Procedures for safety and first aid, security, quality control, housekeeping, and related matters.

1.5. PROGRESS MEETINGS

- A. Will be scheduled by Consulting Firm and/or the Owner as required.
- B. Minimum Attendance: Owner, Contractor's Representative, Job Superintendent, Consulting Firm, and Sub-Contractors, as appropriate.
 - 1. Minimum Agenda:
 - a. Review and correct minutes of the previous progress meeting.
 - b. Review of Work progress.
 - c. Field observations, problems, and decisions.
 - d. Identification of problems which impede planned progress.
 - e. Maintenance of progress schedule.
 - f. Corrective measures to regain projected schedules if construction is behind schedule.
 - g. Planned progress during succeeding work period.
 - h. Coordination of projected progress.
 - i. Maintenance of quality and work standards.
 - j. Effect of proposed changes on progress, schedule, and coordination.
 - k. Interface requirements.
 - l. Status of any incomplete submittals.
 - m. Deliveries.
 - n. Change orders.
 - o. Documentation of information for payment requests.
 - p. Other business relating to work.
- C. Reporting: Distribute minutes of meetings no later than three working days after each meeting to each party present and to parties who should have been present.

1.6. SUBSTANTIAL COMPLETION INSPECTION

- A. Related section: Section 01 77 00 – Contract Close-Out.

1.7. FINAL INSPECTION

- A. Related section: Section 01 77 00 – Contract Close-Out

2. PART 2 – PRODUCTS (Not Used)**3. PART 3 – EXECUTION (Not Used)**

END OF SECTION 01 31 10 - PROJECT MEETINGS

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**SECTION 01 33 00
SUBMITTALS****1. PART 1 - GENERAL****1.1. RELATED DOCUMENTS:**

- A. Documents affecting work of this Section include, but are not necessarily limited to, Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections.

1.2. SUMMARY

- A. The submittals specified in this section must be submitted at the times specified in this Section and as referenced in related sections of the Construction Documents.
- B. These requirements are in addition to Submittals required in the Owner's Bidding Requirements.

1.3. SUBMITTAL PROCEDURES**A. Coordination of submittals:**

- 1. Prior to each submittal, carefully review and coordinate all aspects of each item being submitted.
- 2. Verify that each item and the submittal for it conform in all respects with the specified requirements.
- 3. By affixing the Contractor's signature or approval stamp to each submittal, he/she certifies that this coordination has been performed.

1.4. SUBMITTAL DOCUMENTS**A. Contractor must submit the following documentation for this Project no later than 5 days before start of Work:**

- 1. Individual product identification, including manufacturer's literature and MSDS sheets for all products to be used.
- 2. Shop Drawings and Samples:
 - a. Submit shop drawings showing details of all trim and flashing conditions, fastening and anchoring methods, weatherproofing, terminations and penetrations of metal roofing work.
 - b. Consulting Firm will review and comment on required changes. The Contractor may make and distribute corrected copies as are required for his purposes.
 - c. Submit actual sample of panel, material and color.
- 3. Schedule of values.
- 4. Construction Schedule.
 - a. Submit schedules prior to performing any work.
- 5. Contractor must submit documentation as required in the following Sections:
 - a. Section 01 14 00 – Contractor Use of Premises
 - b. Section 01 43 0 – Quality Assurance.
 - c. Section 07 71 50 – Metal Soffit Panel System.

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- d. Section 07 58 50 – Instruction for Asbestos Removal.
- e. Section 07 90 00 – Sealants.
- f. SECTION 11 00 00 – Fall Protection

B. The following submittals are required before final payment:

- 1. Close-out submittals as required in Section 01 77 00 – Contract Close-Out.
- 2. PART 2 – PRODUCTS (Not Used)**
- 3. PART 3 – EXECUTION (Not Used)**

END OF SECTION 01 33 00 - SUBMITTALS

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SECTION 01 43 00

QUALITY ASSURANCE

1. PART 1 - GENERAL

1.1. RELATED DOCUMENTS:

- A. Documents affecting work of this Section include, but are not necessarily limited to, Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections.

1.2. COMMUNICATIONS

- A. Requests for information: Contractor shall issue requests for information (RFI's) to Roof Consulting Firm in a timely manner, in writing, preferably by e-mail.
1. Number each RFI.
 2. Indicate the latest date by which a response is needed so as not to delay the Work. Allow at least two business days after receipt for a response (complex issues may require longer to research).
 3. Maintain a log of RFI's showing status of each.
 4. If practicable, include a proposed solution to each issue raised in an RFI.

1.3. CONTRACTOR AND MANUFACTURER

A. Contractor shall:

1. Be experienced in sheet metal and metal panel installation.
2. Be acceptable by Owner and roofing material manufacturer.
3. Maintain an effective quality assurance program, independent of the activities by the Owner, Consulting Firm, Observers, or manufacturers. Contractor may not rely on Consulting Firms monitoring or on observation services provided by others as a substitute for performing Contractor's own quality assurance program.
4. Accept sole responsibility for the quality of the work.
5. Notify Consulting Firm orally, followed in writing, of conditions that the Contractor believes will yield unsatisfactory performance, or of items of non-conformity between these Contract Documents and manufacturers specifications or instructions, or of discovered errors and omissions. Failure of Contractor to submit written notification shall be construed as a representation by Contractor that the Contract Documents are acceptable to Contractor, that they are sufficient in scope and detail to indicate and convey understanding of the terms and conditions for performance and furnishing of the Work, and that Contractor reasonably believes the work will perform as intended.
6. Correct Work reported to be defective with no increase in cost to the Owner. Once defective Work is reported to the Contractor, that Work shall be considered to require correction until it is actually corrected, regardless of whether it is mentioned again. When a portion of the Work is reported as defective, the Contractor shall promptly investigate the extent to which similar Work has the same conditions. All similar Work shall be considered defective until the full extent of the defective conditions are documented to the Roof Consulting Firm's satisfaction.

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2. PART 2 - PRODUCTS

2.1. GENERAL

- A. Comply with Quality Control, References, Contract Documents, and Manufacturer's data. Where conflict may exist, more stringent requirements govern.

3. PART 3 – EXECUTION

- 3.1. Contractor to maintain a daily job log to be kept on site at all times from the pre-roofing conference through project close-out. The job log shall include:

1. Copies of all submittals.
2. Safety coordinator appointment with emergency telephone numbers; fall protection plan and material safety data sheets for all products.
3. Daily crew attendance and time records.
4. A summary of each day's work including any photographs or detail revisions.
5. A field sketch showing areas of work for the day.
6. Accident reports.
7. Material delivery records; and a visitor register.
8. Complaint log, listing complaints received from any party of any nature, and the actions taken and resolution, with dates and names of individuals involved

END OF SECTION 01 43 00 - QUALITY ASSURANCE

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SECTION 01 50 00

CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

1. PART 1 – GENERAL

1.1. RELATED DOCUMENTS

- A. Documents affecting work of this Section include, but are not necessarily limited to, Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections.

1.2. SUMMARY

- A. Work included: provide for construction facilities and temporary controls, including temporary utilities, support facilities, and security and protection. All temporary facilities shall be provided by the Contractor.
- B. Temporary utilities include, but are not limited to, the following:
1. Water: provided by Owner where available.
 2. Electric power: 120 V power only will provided by Owner where available in sufficient amperage, to be distributed by the Contractor. If amperage is insufficient as distributed by the Contractor, the Contractor must re-distribute power or provide his own supplementary power to prevent disrupting power services due to tripped breakers.
 3. Sanitary facilities: provided by the Contractor.
- C. Support Facilities include, but are not limited to, the following:
1. Waste disposal services to be provided by the Contractor.
 2. Field office, document storage, and miscellaneous services and facilities to be provided by the Contractor, if needed.
- D. Security and Protection facilities include, but are not limited to, the following:
1. Temporary fire protection to be provided by the Contractor.
 2. Barricades, warning lights and warning signs to be provided by the Contractor.
 3. Environmental protection to be provided by the Contractor.
 4. Temporary pavements, walkways and ground protection to be provided by the Contractor.

1.3. SUBMITTALS

- A. Within five days prior to commencement of Work, submit schedule for delivery and set up of each temporary facility.
- B. If temporary utilities are used submit the following:
1. Reports of tests, inspections meter readings and similar procedures performed on temporary utilities.
 2. Implementation and Termination Schedule: submit a schedule indicating implementation and termination of each temporary utility.

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1.4. QUALITY ASSURANCE

- A. Regulations: If temporary utilities are utilized, comply with industry standards and applicable laws and regulations of authorities having jurisdiction including, but not limited to, the following:
1. Building code requirements.
 2. Health and safety regulations.
 3. Utility company regulations.
 4. Police, fire department, and rescue squad rules.
 5. Environmental protection regulations
- B. Standards: Comply with NFPA 241 "standard for Safeguarding Construction, Alteration, and Demolition Operations," ANSI A10 Series standards for "Safety Requirements for Construction and Demolition," and NECA Electrical Design Library "Temporary Electrical Facilities".
1. Electrical Service: Comply with NEMA, NECA, and UL standards and regulations for temporary electrical service. Install service in compliance with NFPA "National Electric Code".
- C. Inspections: If temporary utilities are used, arrange for Authorities having jurisdiction to inspect and test each temporary utility before use. Obtain required certifications and permits.
1. Keep temporary services and facilities clean and neat in appearance. Operate in a safe and efficient manner. Take necessary fire prevention measures. Do not allow hazardous, dangerous or unsanitary conditions or public nuisances to develop or persist on site.

1.5. PROJECT CONDITIONS

- A. Temporary Utilities: Prepare a schedule indicating dates for implementation and termination of each temporary utility.
- B. Conditions of Use: Keep temporary services and facilities clean and neat in appearance. Operate in a safe and efficient manner. Relocate temporary services and facilities as necessary as the Work progresses. Do not overload facilities or permit them to interfere with progress. Take necessary fire-prevention measures. Do not allow hazardous, dangerous, or unsanitary conditions, or public nuisances to develop or persist on-site.

2. PART 2 – PRODUCTS**2.1. MATERIALS AND EQUIPMENT**

- A. General: Provide new equipment. If acceptable to the Roof Consulting Firm, the Contractor may use undamaged, previously used equipment in serviceable condition. Provide equipment suitable for use intended
1. Electrical Outlets: Provide properly configured, NEMA-polarized outlets to prevent insertion of 110- to 120-Volt plugs into higher voltage outlets. Provide receptacle outlets equipped with ground-fault circuit interrupters, reset button, and pilot light for connection of power tools and equipment.
- B. Electrical Power Cords: Provide grounded extension cords. Use hard-service cords where exposed to abrasion and traffic. Provide waterproof connectors to connect separate lengths of electric cords if single lengths will not reach areas where construction activities are in progress. Do not exceed safe length-voltage ratio.

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C. Fire Extinguishers: Provide hand-carried, portable, UL-rated, Class A fire extinguishers for temporary offices and similar spaces. In other locations, provide hand-carried, portable, UL-rated, Class ABC, dry-chemical extinguishers or a combination of extinguishers of NFPA-recommended classes for the exposures.

1. Comply with NFPA 10 and NFPA 241 for classification, extinguishing agent, and size required by location and class of fire exposure.

3. PART 3 – EXECUTION

3.1. INSTALLATION

- A. Use qualified personnel for installation of temporary facilities and utilities. Locate facilities where they will serve the Project adequately and result in minimum interference with performance of the Work and the Owners use of the site.
- B. Provide each facility ready for use when needed to avoid delay. Maintain and modify as required. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities

3.2. TEMPORARY UTILITY INSTALLATION

- A. General: Engage the appropriate local utility company and a licensed electrician to install temporary service or connect to existing service. Where utility company provides only part of the service, provide the remainder with matching, compatible materials and equipment. Comply with utility company requirements.
 1. Arrange with utility company and the Owner for a time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Toilets: Provide temporary toilet facilities for use during construction. Use of Owner facilities is not permitted.
- C. Scaffolds, exterior stairway access: If used, use qualified personnel to construct exterior scaffolding to provide stairway access to roof levels. Use of interior access by Contractor personnel is not permitted. Secure access to scaffolding inside fencing to prevent unauthorized use.
- D. Waste Collection and Disposal: Collect waste from construction and staging areas and elsewhere daily. Comply with requirements of NFPA 241 for removal of combustible waste material and debris. Enforce requirements strictly. Do not hold materials more than 7 days during normal weather or 3 days when the temperature is expected to rise above 80 deg F (27 deg C). Handle hazardous, dangerous, or unsanitary waste materials separately from other waste by containerizing properly. Dispose of material lawfully.

3.3. SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Except for use of permanent fire protection as soon as available, do not change over from use of temporary security and protection facilities to permanent facilities until Substantial Completion, or longer, as requested by the Roof Consulting Firm
- B. Temporary Fire Protection: Unless fire-protection needs are supplied by permanent facilities, install and maintain temporary fire-protection facilities of the types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 10 "Standard for Portable Fire Extinguishers" and NFPA 241 "Standard for Safeguarding Construction, Alterations, and Demolition Operations":
 1. Remove propane tanks from roof daily and place in secure cages. Cages to be located within secure barricades and fencing.
 2. Locate fire extinguishers at not less than one extinguisher on each roof at each point of

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access and near all convenient and effective points where torches are in use.

3. Store combustible materials in fire safe locations.
 4. Do not obstruct access to fire hydrants, fire lanes or emergency vehicle access routes, temporary fire-protection facilities, stairways, fire exits, doorways or other emergency exit routes. Do not impede operation of smoke hatches or fire suppression systems. No smoking is allowed on site except in designated areas.
 5. Provide supervision of welding operations, heat-producing electrical devices, combustion-type temporary heating units, and similar sources of fire ignition.
 6. Provide fire watch whenever torches, welding devices or open flame are in use. Maintain fire watch for one hour after torches are extinguished. Fire watch to include interior and exterior inspection and use of hand held heat detection device to detect any hot spots.
- C. Barricades, Warning Signs, and Lights: Comply with standards and code requirements for erection of structurally adequate barricades. Paint with appropriate colors, graphics, and warning signs to inform personnel and the public of the hazard being protected against. Where appropriate and needed, provide lighting, including flashing red or amber lights.
- D. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations, and minimize the possibility that air, waterways, and subsoil might be contaminated or polluted or that other undesirable effects might result. Avoid use of tools and equipment that produce harmful noise. Restrict use of noise-making tools and equipment to hours that will minimize complaints from persons or firms near the site.
- E. Temporary Pavements: Provide temporary construction pavements, at unpaved staging areas, consisting of graded and compacted crushed stone materials of size and thickness capable of supporting loads of all construction vehicles, traffic without deforming and rutting. Maintain surface as required.
1. Wider construction vehicles must cross over a public sidewalk and/or curb, provide a temporary concrete ramp (sloped on three sides) from street pavement to top of curb across the width of the construction vehicle access, and replace a portion of the concrete sidewalk with 7" thick reinforced concrete (6.5 sack mix; 5,000 psi; 7% air content; finish to match existing sidewalk) across the width of the vehicle access.

3.4. OPERATION, TERMINATION AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. Limit availability of temporary facilities to essential and intended uses to minimize waste and abuse.
- B. Maintain facilities in a neat and orderly fashion and keep in good operating condition during the progress of the Work.
- C. Termination and Removal: Unless the Roof Consulting Firm requests that it be maintained longer, remove each temporary facility when the need has ended, when replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with the temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired
 1. Materials and facilities that constitute temporary facilities are the Contractor's property. The Owner reserves the right to take possession of project identification signs.

END SECTION 01 50 00 - CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

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SECTION 01 61 00

MATERIAL AND EQUIPMENT

1. PART 1 - GENERAL

1.1. RELATED DOCUMENTS:

- A. Documents affecting work of this Section include, but are not necessarily limited to, Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections.

1.2. DELIVERY, STORAGE AND HANDLING

A. Delivery of Materials

1. Contractor shall have personnel available for unloading, handling, and delivery to the Work of all materials, equipment, and products. Should materials, equipment, or products arrive at the site without the Contractor's personnel being present for unloading, handling, and delivery to the work, the Owner may reject the delivery of these items. All costs incurred because of such rejection of receipt, including returns, storage, re-delivery, etc., shall be borne solely by the Contractor.
2. Deliver materials to job-site in new, dry, unopened and well-marked containers showing product and manufacturer's name.
3. Deliver materials in sufficient quantity to allow continuity of work.
4. Quantities of weather sensitive materials that exceed a seven calendar day supply must be stored in enclosed weatherproof, locked trailers.

B. Storage of Materials

1. Neatly arrange materials in storage to provide access for inspection.
2. Secure all installed and/or stored materials and equipment daily.
3. Ensure that containers of those materials that have a critical shelf life bear the expiration date of the material. Remove from site material for which the listed shelf life has expired.

C. Material Handling

1. Handle all materials on site to avoid bending, tearing, or other damage during transportation and installation.
2. Do not operate or situate material handling equipment in locations that will hinder smooth flow of vehicular or pedestrian traffic.

D. Color Selection

1. For each material requiring color selection, submit standard color chart to Consulting Firm and Owner for selection.

E. Environmental Requirements

1. Do not work in rain, snow or in presence of water.
2. Do not work in weather conditions prohibited by manufacturer's guidelines and requirements.

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2. **PART 2 – PRODUCTS (Not Used)**
3. **PART 3 – EXECUTION (Not Used)**

END OF SECTION 01 61 00 - MATERIAL AND EQUIPMENT

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SECTION 01 74 00

CLEANING AND WASTE MANAGEMENT

1. PART 1 - GENERAL

1.1. RELATED DOCUMENTS:

- A. Documents affecting work of this Section include, but are not necessarily limited to, Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections.

1.2. HOUSEKEEPING

- A. Provide required personnel, equipment, and materials needed to maintain the site in a clean condition throughout the project duration.
- B. Use only cleaning materials and equipment that are compatible with the surface being cleaned, as recommended by the manufacturer of the cleaning materials.
- C. Provide adequate storage for items awaiting removal from the site, with appropriate measures for fire and environmental safety.
- D. Do not store flammable or odor-causing materials or rubbish overnight or near air intakes for the building.
- E. Do not allow rubbish, trash or debris to remain on the site beyond a reasonable length of time.
- F. Immediately after unpacking materials, collect and remove packing case lumber or other packing materials, wrappings and other similar flammable wastes.
- G. Assume sole responsibility for leaving Work, including that performed by Subcontractors or vendors, in a clean and proper condition, satisfactory to the Owner.
- H. Conduct cleaning and disposal operations to comply with local ordinances and anti pollution regulations.
 - 1. Do not burn or bury rubbish, trash or debris on the site.
 - 2. Do not dispose of volatile wastes, such as mineral spirits, oil, paint, gasoline, thinners, solvents, etc. into storm or sanitary drains.
 - 3. Do not dispose of any wastes into streams or waterways.

1.3. FINAL CLEANING

- A. Refer to related Section 01770.

2. PART 2 – PRODUCTS (Not Used)**3. PART 3 – EXECUTION (Not Used)**

END SECTION 01 74 00 - CLEANING AND WASTE MANAGEMENT

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SECTION 01 77 00

CONTRACT CLOSE-OUT

1. PART 1 - GENERAL

1.1. RELATED DOCUMENTS:

- A. Documents affecting work of this Section include, but are not necessarily limited to, Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections.

1.2. DESCRIPTION

A. Work included:

- 1. Provide an orderly and efficient transfer of the completed Work to the Owner.

1.3. SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to the following:

- 1. Inspection procedures.
- 2. Project Record Documents.
- 3. Instruction of Owner personnel.

- B. Related Sections include the following:

- 1. All Divisions 1 through 16.

1.4. QUALITY ASSURANCE

- A. Prior to requesting inspection by the Consulting Firm, use adequate means to assure that the Work is completed in accordance with the specified requirements and is ready for the requested inspection.

1.5. PROCEDURES

- A. Comply with procedures listed in this section before submitting final payment.

1.6. SUBSTANTIAL COMPLETION:

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.

- 1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
- 2. Advise Owner of pending insurance changeover requirements.
- 3. Where applicable, obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include approval of Authorities having jurisdiction, operating certificates, and similar releases.
- 4. Prepare and submit Project Record Documents, operation and maintenance manuals (as needed), and similar final record information.
- 5. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
- 6. Complete final cleaning requirements, including touch-up painting.

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7. Touch-up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
8. Replant grass lawn on graded topsoil at removed temporary pavement and set up areas.

B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Consulting Firm will either proceed with inspection or notify Contractor of unfulfilled requirements. Consulting Firm will prepare a punch list letter after inspection of items that must be completed or corrected before the retainage can be billed.

1. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Results of completed inspection will form the basis of requirements for Final Completion

1.7. FINAL COMPLETION:

A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:

1. Submit a final Application for Payment.
2. Submit copy of Consulting Firm's punch list letter of items to be completed or corrected (punch list), endorsed and dated by Consulting Firm. The copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.

B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Consulting Firm will either proceed with inspection or notify Contractor of unfulfilled requirements. Consulting Firm will prepare a final letter after inspection or will notify Contractor of construction that must be completed or corrected before the retainage can be billed.

1. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.8. PROJECT RECORD DOCUMENTS

A. General: Do not use Project Record Documents for construction purposes. Protect Project Record Documents from deterioration and loss. Provide access to Project Record Documents for Consulting Firm's reference during normal working hours.

B. Miscellaneous Record Submittals: Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

C. Miscellaneous submittals include, but are not necessarily limited to:

1. Evidence of payment and release of liens.
2. List of Subcontractors, service organizations, and principal vendors, including names, addresses, and telephone numbers where they can be reached for emergency service at all times including nights, weekends, and holidays.

D.

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2. PART 2 – PRODUCTS

2.1. MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces

3. PART 3 – EXECUTION

3.1. FINAL CLEANING

- A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
1. Complete the following cleaning operations, as applicable, before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - e. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 - f. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
 - g. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
 - i. Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
 - h. Leave Project clean and ready for occupancy.
- C. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully

END OF SECTION 01 77 00 - CONTRACT CLOSE-OUT

SECTION 07 71 50

METAL SOFFIT PANEL SYSTEM

PART 1 - GENERAL**1.1 RELATED DOCUMENTS:**

Documents affecting work of this Section include, but are not necessarily limited to, Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections.

1.2 SUMMARY:

A. Scope of Work

1. All Soffit areas on Roof areas 21, 22, 24 and Soffit area on North side of roof area 15;
 - a. Furnish and install factory formed metal panel system with continuous integral locking system with concealed fasteners. Provide all necessary accessories, ridges, hips, valleys, eaves, rakes, corners, miscellaneous flashings, closure members and fasteners to ensure a weather tight installation.
 - b. Install soffit system as indicated on the drawings.

1.3 REFERENCED STANDARDS: Current editions of each apply.

A. Sheet Metal and Air Conditioning Contractors Association

1. Construction Details

B. Aluminum Association (AA)

1. Specification for Aluminum Sheet Metal Work in Building Construction

1.4 SUBMITTALS

A. Product Data

1. Submit manufacturers and/or supplier's current specifications and installation instructions.

B. Shop Drawing

1. Submit shop drawings showing details of all trim and flashing conditions, fastening and anchoring methods, weatherproofing, terminations and penetrations of metal roofing work.
2. Submit actual sample of panel, material and color.

1.5 QUALITY ASSURANCE

A. Manufacturer/Supplier's Qualifications

1. All panels are to be factory formed and packaged as per job requirements.
2. Specification is based upon the products of DMI Flush Panel System or equal.

B. Regulatory Requirement

1. All local building code requirements are to be followed for both design and installation of metal roof system.

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C. Pre-Installation Conference

1. A meeting between panel installer, general contractor, and specifier shall be held prior to actual installation of material to review the following: acceptable substrates, materials, colors, gauges, changes in scope of work, etc.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Delivery of materials shall be made only when suitable facilities for storage and protection are made available.
- B. Material must be protected from damage during transit and at project site.
- C. Storage should be in a dry environment to prevent water damage from the elements and condensation.
- D. Panels should be stored to allow for positive drainage in the event that materials are exposed to moisture.
- E. Upon receipt of delivery of metal panel system and prior to signing the delivery ticket, the installer is to examine each shipment for damage and completeness of shipment. Any shortages or damage must be noted in writing on the delivery receipt.
- F. Panel system components with strippable protective film shall not be exposed to direct sunlight or extreme heat until strippable protective film is removed.
- G. Do not allow storage of other trade materials on finished product or allow for other work to be staged on finished roof areas.

1.7 PROJECT SITE CONDITIONS

- A. The installer shall take the field measurements. The installer shall verify dimensional correctness in relationship to original plans, prior to providing manufacturer and/or supplier with a product take off.

1.8 SEQUENCING AND SCHEDULING

- A. Installer shall coordinate with general contractor to schedule delivery time after receipt of field verified bill of material by manufacturer and/or supplier as it relates to actual project scheduling.

PART 2 - PRODUCTS**2.1 MANUFACTURER AND/OR SUPPLIER**

- A. DMI, or equal

2.2 MATERIALS:

- A. All system components shall have concealed fasteners on roof area 16.
- B. Metal type for all panel system components: .040" Kynar coated Aluminum Surface mounted
 - i. (10' lengths)

2.3 FABRICATION

- A. Panels
 1. All panels shall be factory formed. Panel to have the integral lock and seam design.
- B. Trim and Flashing
 1. Components shall be factory formed where possible in 10'-0" standard length.
- C. Anchorage

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1. Installer to supply appropriate fasteners for substrate. Installer must coordinate with manufacturer and/or supplier for proper anchoring methods to the substrate and to insure compliance with the specifications.

2.4 FINISH

Fluoropolymer, PVDF, KYNAR 500 or HYLAR 5000 coating.

PART 3 - EXECUTION**3.1 EXAMINATION**

- A. Installer shall examine all substrates on which panel system and accessories are to be applied.
- B. Install hat channels and clip and closures as indicated on the Drawings.
- C. Before installation of any panel work, the installing contractor shall verify that the structure is ready to receive their work. They shall check field dimensions and alignment of the structural members to assure that the wall panel system can be installed straight and true. The Owner shall be notified of any conditions which may adversely affect the appearance and performance of the installed panels and work on that location will not proceed until resolved by the specifier.
- D. All work shall be installed in accordance with the approved layout drawings under the direct supervision of an experienced sheet metal craftsman trained in the installation of the product. Flashing and trim shall be installed in strict accord with the recommended practice of AA; NRCA, SMACNA sheet metal manuals and MCA preformed metal guidelines.
- E. Completed work shall be plumb, true and free of dents. Panel ribs shall be on the module indicated on the approved layout drawings and within the tolerance as set forth in the Metal Construction Association "Preformed Metal Guidelines" and allowed by the actual construction dimensions. Any panels that are badly damaged and in the judgement of the owner cannot be repaired shall be removed from the job site and replaced with acceptable material.
- D. Any system components with strippable film must have film removed immediately after component is installed.

3.2 CLEANING

- A. Installer is to leave work areas in clean workmen like condition, free from grease, fingermarks and stains.
- B. Remove scrap and debris from surrounding areas and grounds.

3.3 PROTECTION

- A. Protect all adjacent roof surfaces from damage by panel system installer.
- B. Protect work area to prevent damage by other trades.
- C. Adhere to all job site required safety standards and practices.

* * * END SECTION 07 71 50* * *

APPENDIX 1

CHARDON LOCAL SCHOOLS TOBACCO POLICY



Book	Policy Manual
Section	7000 Property
Title	USE OF TOBACCO ON SCHOOL PREMISES
Code	po7434
Status	Active
Adopted	January 11, 2021

7434 - **USE OF TOBACCO ON SCHOOL PREMISES**

The Board of Education is committed to providing students, staff, and visitors with a tobacco and smoke-free environment. The negative health effects of tobacco use for both users and nonusers, particularly in connection with second hand smoke, are well established. Further, providing a non-smoking and tobacco-free environment is consistent with the responsibilities of teachers and staff to be positive role models for our students.

For purposes of this policy, "use of tobacco" means to chew or maintain any substance containing tobacco, including smokeless tobacco, in the mouth to derive the effects of tobacco, as well as all uses of tobacco, including cigars, cigarettes, pipe tobacco, chewing tobacco, snuff, any other matter or substances that contain tobacco, in addition to papers used to roll cigarettes and/or the smoking of electronic, "vapor," or other substitute forms of cigarettes, clove cigarettes and any other lighted smoking devices for burning tobacco or any other substance.

The term "tobacco" includes any product that contains tobacco, is derived from tobacco, contains nicotine, or e-cigarettes and other electronic smoking devices (including but not limited to "JUULs"), but does not include any cessation product approved by the United States Food and Drug Administration for use as a medical treatment to reduce or eliminate nicotine or tobacco dependence.

In order to protect students and staff who choose not to use tobacco from an environment noxious to them, and because the Board does not condone smoking and/or the use of tobacco, the Board prohibits the use of tobacco or tobacco substitute products at all times within any enclosed facility owned or leased or contracted for by the Board, and in the areas directly or indirectly under the control of the Board immediately adjacent to locations of ingress or egress to such facilities. This prohibition extends to any Board-owned and/or operated vehicles used to transport students and to all other Board-owned and/or operated vehicles. Such prohibition also applies to school grounds, athletic facilities, and any school-related event, except at designated times and in designated areas as defined in statute and by Ohio's Smoke-Free Workplace Program.

The Superintendent shall require the posting of signs as required by R.C. 3794.06 and as specified by the Ohio Department of Health.

Advertising/Promotion

In accordance with Policy 9700.01, tobacco advertising is prohibited on school grounds, in all school-sponsored publications, and at all school-sponsored events.

Tobacco promotional items that promote the use of tobacco products, including clothing, bags, lighters, and other personal articles are not permitted on school grounds, in school vehicles, or at school-sponsored events.

Violations of this policy may result in removal from school property or the school activity in accordance with Policy 9150 – School Visitors.

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Legal

R.C. 2923.12, 3313.20, 3313.47, 3313.751, 3794 et seq.

20 U.S.C. 6081 et seq., 20 U.S.C. 7182

U.S.D.O.E. Memorandum, 1995

A.C. 3701-52