



Purchasing Division

Invitation for Bid

IFB-4366-17-DH
Senior Recreation Center Wood Siding Replacement

Responses Due:

May 5, 2017 prior to 3:30pm

Accepting Electronic Responses Only

Responses Only Submitted Through the Rocky Mountain E-Purchasing System (RMEPS)

<https://www.rockymountainbidsystem.com/default.asp>

(Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline. 800-835-4603)

Purchasing Representative:

Duane Hoff Jr., Senior Buyer

duaneh@gjcity.org

970-244-1545

This document has been developed specifically to solicit competitive responses for this solicitation, and may not be the same as previous City of Grand Junction solicitations. All vendors are urged to thoroughly review this solicitation prior to responding. Submittal by **FAX, EMAIL or HARD COPY IS NOT ACCEPTABLE** for this solicitation.

Invitation for Bids

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1. Instructions to Bidders

- 1.1. **Purpose:** The City of Grand Junction is soliciting competitive bids from qualified and interested companies for all labor, equipment, and materials required to re-side the Senor Recreation Center. All dimensions and scope of work should be verified by Contractors prior to submission of bids.
- 1.2. **Mandatory Pre-Bid Meeting:** **Prospective bidders are required to attend a mandatory pre-bid meeting on April 27, 2017 at 10:00am.** Meeting location shall be in the Senior Recreation Center, located at 550 Ouray Avenue, Grand Junction, CO. The purpose of this visit will be to inspect and to clarify the contents of this Invitation for Bids (IFB).
- 1.3. **The Owner:** The Owner is the City of Grand Junction and/or Mesa County, Colorado and is referred to throughout this Solicitation. The term Owner means the Owner or his authorized representative.
- 1.4. **Submission:** **Each bid shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website (<https://www.rockymountainbidsystem.com/default.asp>).** *This site offers both "free" and "paying" registration options that allow for full access of the Owner's documents and for electronic submission of proposals. (Note: "free" registration may take up to 24 hours to process. Please Plan accordingly.)* Please view our "Electronic Vendor Registration Guide" at <http://www.gjcity.org/business-and-economic-development/bids/> for details. (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline. **800-835-4603**)
- 1.5. **Printed Form for Price Bid:** All Price Bids must be made upon the Contractor's Bid Form attached, and should give the amounts both in words and in figures, and must be signed and acknowledged by the bidder.
- 1.6. **Exclusions:** No oral, telephonic, emailed, or facsimile bid will be considered
- 1.7. **Contract Documents:** The complete IFB and bidder's response compose the Contract Documents. Copies of these documents can be obtained from the City Purchasing website, <http://www.gjcity.org/business-and-economic-development/bids/> .
- 1.8. **Examination of Specifications:** Bidders shall thoroughly examine and be familiar with the project Statement of Work. The failure or omission of any Offeror to receive or examine any form, addendum, or other document shall in no way relieve any Offeror from any obligation with respect to his bid. The submission of a bid shall be taken as evidence of compliance with this section.

- 1.9. **Questions Regarding Statement of Work:** Any information relative to interpretation of Scope of Work or specifications shall be requested of the Purchasing Representative, in writing, in ample time prior to the response time.
- 1.10. **Addenda & Interpretations:** If it becomes necessary to revise any part of this solicitation, a written addendum will be posted electronically on the City's website at <http://www.gjcity.org/business-and-economic-development/bids/>. The Owner is not bound by any oral representations, clarifications, or changes made in the written specifications by Owner, unless such clarification or change is provided in written addendum form from the City Purchasing Representative.
- 1.11. **Taxes:** The Owner is exempt from State retail and Federal tax. The bid price must be net, exclusive of taxes.
- 1.12. **Offers Binding 60 Days:** Unless otherwise specified, all formal offers submitted shall be binding for sixty (60) calendar days following opening date, unless the Bidder, upon request of the Purchasing Representative, agrees to an extension.
- 1.13. **Collusion Clause:** Each bidder by submitting a bid certifies that it is not party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any and all bids shall be rejected if there is evidence or reason for believing that collusion exists among bidders. The Owner may, or may not, accept future bids for the same services or commodities from participants in such collusion.
- 1.14. **Public Disclosure Record:** If the bidder has knowledge of their employee(s) or sub-contractors having an immediate family relationship with a City/County employee or elected official, the bidder must provide the Purchasing Representative with the name(s) of these individuals. These individuals are required to file an acceptable "Public Disclosure Record", a statement of financial interest, before conducting business with the City/County.

2. General Contract Conditions for Construction Projects

- 2.1. **The Contract:** This Invitation for Bid, submitted documents, and any negotiations, when properly accepted by the City/County, shall constitute a contract equally binding between the City/County and Contractor. The contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. The contract may be amended or modified with Change Orders, Field Orders, or Addendums.
- 2.2. **The Work:** The term Work includes all labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such construction.
- 2.3. **Execution, Correlation, Intent, and Interpretations:** The Contract Documents shall be signed in not less than triplicate by the Owner (City/County) and Contractor. City/County will provide the contract. By executing the contract, the Contractor

represents that he/she has visited the site, familiarized himself with the local conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by any one, shall be as binding as if required by all. The intention of the documents is to include all labor, materials, equipment and other items necessary for the proper execution and completion of the scope of work as defined in the technical specifications and drawings contained herein. All drawings, specifications and copies furnished by the City/County are, and shall remain, City/County property. They are not to be used on any other project, and with the exception of one contract set for each party to the contract, are to be returned to the owner on request at the completion of the work.

- 2.4. The Owner:** The Owner is the City of Grand Junction and/or Mesa County, Colorado and is referred to throughout the Contract Documents. The term Owner means the Owner or his authorized representative. The Owner shall, at all times, have access to the work wherever it is in preparation and progress. The Contractor shall provide facilities for such access. The Owner will make periodic visits to the site to familiarize himself generally with the progress and quality of work and to determine, in general, if the work is proceeding in accordance with the contract documents. Based on such observations and the Contractor's Application for Payment, the Owner will determine the amounts owing to the Contractor and will issue Certificates for Payment in such amounts, as provided in the contract. The Owner will have authority to reject work which does not conform to the Contract documents. Whenever, in his reasonable opinion, he considers it necessary or advisable to insure the proper implementation of the intent of the Contract Documents, he will have authority to require the Contractor to stop the work or any portion, or to require special inspection or testing of the work, whether or not such work can be then be fabricated, installed, or completed. The Owner will not be responsible for the acts or omissions of the Contractor, and sub-Contractor, or any of their agents or employees, or any other persons performing any of the work.
- 2.5. Contractor:** The Contractor is the person or organization identified as such in the Agreement and is referred to throughout the Contract Documents. The term Contractor means the Contractor or his authorized representative. The Contractor shall carefully study and compare the General Contract Conditions of the Contract, Specification and Drawings, Scope of Work, Addenda and Modifications and shall at once report to the Owner any error, inconsistency or omission he may discover. Contractor shall not be liable to the Owner for any damage resulting from such errors, inconsistencies or omissions. The Contractor shall not commence work without clarifying Drawings, Specifications, or Interpretations.
- 2.6. Sub-Contractors:** A sub-contractor is a person or organization who has a direct contract with the Contractor to perform any of the work at the site. The term sub-contractor is referred to throughout the contract documents and means a sub-contractor or his authorized representative.
- 2.7. Award of Sub-Contractors & Other Contracts for Portions of the Work:** As soon as practicable after bids are received and prior to the award of the contract, the

successful Contractor shall furnish to the Owner, in writing for acceptance, a list of the names of the sub-contractors or other persons or organizations proposed for such portions of the work as may be designated in the proposal requirements, or, if none is so designated, the names of the sub-contractors proposed for the principal portions of the work. Prior to the award of the contract, the Owner shall notify the successful Contractor in writing if, after due investigation, has reasonable objection to any person or organization on such list. If, prior to the award of the contract, the Owner has a reasonable and substantial objection to any person or organization on such list, and refuses in writing to accept such person or organization, the successful Contractor may, prior to the award, withdraw their proposal without forfeiture of proposal security. If the successful Contractor submits an acceptable substitute with an increase in the proposed price to cover the difference in cost occasioned by the substitution, the Owner may, at their discretion, accept the increased proposal or may disqualify the Contractor. If, after the award, the Owner refuses to accept any person or organization on such list, the Contractor shall submit an acceptable substitute and the contract sum shall be increased or decreased by the difference in cost occasioned by such substitution and an appropriate Change Order shall be issued. However, no increase in the contract sum shall be allowed for any such substitution unless the Contractor has acted promptly and responsively in submitting a name with respect thereto prior to the award.

- 2.8. Supervision and Construction Procedures:** The Contractor shall supervise and direct the work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the work under the contract.
- 2.9. Warranty:** The Contractor warrants to the Owner that all materials and equipment furnished under this contract will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards may be considered defective. If required by Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. If within ten (10) days after written notice to the Contractor requesting such repairs or replacement, the Contractor should neglect to make or undertake with due diligence to the same, the City may make such repairs or replacements. All indirect and direct costs of such correction or removal or replacement shall be at the Contractor's expense. The Contractor will also bear the expenses of making good all work of others destroyed or damaged by the correction, removal or replacement of his defective work.
- 2.10. Permits, Fees, & Notices:** The Contractor shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the work. 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 the Contractor observes that any of the Contract Documents are at variance in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be adjusted by approximate modification. If the Contractor performs any work knowing it to be contrary to such laws,

ordinances, rules and regulations, and without such notice to the Owner, he shall assume full responsibility and shall bear all costs attributable.

- 2.11. Responsibility for Those Performing the Work:** The Contractor shall be responsible to the Owner for the acts and omissions of all his employees and all sub-contractors, their agents and employees, and all other persons performing any of the work under a contract with the Contractor.
- 2.12. Use of the Site:** The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents, and shall not unreasonably encumber the site with any materials or equipment.
- 2.13. Cleanup:** The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of work he shall remove all his waste materials and rubbish from and about the project, as well as all his tools, construction equipment, machinery and surplus materials.
- 2.14. Insurance Requirements:** The selected Bidder agrees to procure and maintain, at its own cost, policy(s) of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Bidder pursuant to this Section. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Bidder shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Section by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. Bidder shall procure and maintain and, if applicable, shall cause any Subcontractor of the Bidder to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to the Owner. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Bidder pursuant to this Section. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Minimum coverage limits shall be as indicated below unless specified otherwise in the Special Conditions:

(a) Worker Compensation: Contractor shall comply with all State of Colorado Regulations concerning Workers' Compensation insurance coverage.

(b) General Liability insurance with minimum combined single limits of:

One Million Dollars (\$1,000,000) each occurrence and
One Million Dollars (\$1,000,000) per job aggregate.

The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall include

coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.

(c) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than:

One Million Dollars (\$1,000,000) each occurrence and
One Million Dollars (\$1,000,000) aggregate

This policy shall provide coverage to protect the contractor against liability incurred as a result of the professional services performed as a result of responding to this Solicitation.

With respect to each of Bidder's owned, hired, or non-owned vehicles assigned to be used in performance of the Work. The policy shall contain a severability of interests provision. The policies required by paragraph (b) above shall be endorsed to include the City, and the City's officers and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the Owner, its officers, or its employees, or carried by or provided through any insurance pool of the Owner, shall be excess and not contributory insurance to that provided by Bidder. No additional insured endorsement to any required policy shall contain any exclusion for bodily injury or property damage arising from completed operations. The Bidder shall be solely responsible for any deductible losses under any policy required above.

- 2.15. Indemnification:** The Contractor shall defend, indemnify and save harmless the Owner, and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Contractor, or of any Contractor's agent, employee, sub-contractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Contractor shall pay any judgment with cost which may be obtained against the Owner growing out of such injury or damages.
- 2.16. Miscellaneous Conditions:** Material Availability: Contractors must accept responsibility for verification of material availability, production schedules, and other pertinent data prior to submission of bid. It is the responsibility of the bidder to notify the Owner immediately if materials specified are discontinued, replaced, or not available for an extended period of time. OSHA Standards: All bidders agree and warrant that services performed in response to this invitation shall conform to the standards declared by the US Department of Labor under the Occupational Safety and Health Act of 1970 (OSHA). In the event the services do not conform to OSHA standards, the Owner may require the services to be redone at no additional expense to the Owner.
- 2.17. Time:** The Contract Time is the period of time allotted in the Contract Documents for completion of the work. The date of commencement of the work is the date established in a Notice to Proceed. If there is no Notice to Proceed, it shall be the

date of the Contract or such other date as may be established therein, or as established as entered on the Bid Form. The Date of Substantial Completion of the work or designated portions thereof is the date certified by the Owner when construction is sufficiently complete, in accordance with the Contract Documents.

- 2.18. Progress & Completion:** The Contractor shall begin work on the date of commencement as defined in the Contract, and shall carry the work forward expeditiously with adequate forces and shall complete it within the contract time.
- 2.19. Payment & Completion:** The Contract Sum is stated in the Contract and is the total amount payable by the Owner to the Contractor for the performance of the work under the Contract Documents. Upon receipt of written notice that the work is ready for final inspection and acceptance and upon receipt of application for payment, the Owner's Project Manager will promptly make such inspection and, when he finds the work acceptable under the Contract Documents and the Contract fully performed, the Owner shall make payment in the manner provided in the Contract Documents.
- 2.20. Quantities of Work and Unit Price:** Materials or quantities stated as unit price items in the Bid are supplied only to give an indication of the general scope of the Work. The City does not expressly or by implication agree that the actual amount of Work or material will correspond therewith, and reserves the right after award to increase or decrease the quantity of any unit item of the Work without a change in the unit price. The City also reserves the right to make changes in the Work including the right to delete any bid item in its entirety or add additional bid items.
- 2.21. Bid Bond:** Each Bid shall as a guaranty of good faith on the part of the Bidder be accompanied by a Bid Guaranty consisting of: a certified or cashier's check drawn on an approved national bank or trust company in the state of Colorado, and made payable without condition to the City; or a **Bid Bond** written by an approved corporate surety in favor of the City. The amount of the Bid Guaranty shall not be less than 5% of the total Bid amount. Once a Bid is accepted and a Contract is awarded, the apparent successful bidder has ten calendar days to enter into a contractor in the form prescribed and to furnish the bonds with a legally responsible and approved surety. Failure to do so will result in forfeiture of the Bid Guaranty to the City as Liquidated Damages.
- 2.22. Performance & Payment Bonds:** Contractor shall furnish a Performance and a Payment Bond, each in an amount at least equal to that specified for the contract amount as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents. These bonds shall remain in effect for the duration of the Warranty Period (as specified in the Special Conditions). Contractor shall also furnish other bonds that may be required by the Special Conditions. All bonds shall be in the forms prescribed by the Contract Documents and be executed by such sureties as (1) are licensed to conduct business in the State of Colorado and (2) are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Accounts, U.S. Treasury Department. All bonds signed by an agent must be

accompanied by a certified copy of the Authority Act. If the surety on any bond furnished by the Contractor is declared bankrupt, or becomes insolvent, or its rights to do business in Colorado are terminated, or it ceases to meet the requirements of clauses (1) and (2) of this section, Contractor shall within five (5) days thereafter substitute another bond and surety, both of which shall be acceptable to the City.

- 2.23. Retention:** The Owner will deduct money from the partial payments in amounts considered necessary to protect the interest of the Owner and will retain this money until after completion of the entire contract. The amount to be retained from partial payments will be five (5) percent of the value of the completed work, and not greater than five (5) percent of the amount of the Contract. When the retainage has reached five (5) percent of the amount of the Contract no further retainage will be made and this amount will be retained until such time as final payment is made.
- 2.24. Liquidated Damages for Failure to Enter Into Contract: CITY ONLY** Should the Successful Bidder fail or refuse to enter into the Contract within ten Calendar Days from the issuance of the Notice of Award, the City shall be entitled to collect the amount of such Bidder's Bid Guaranty as Liquidated Damages, not as a penalty but in consideration of the mutual release by the City and the Successful Bidder of all claims arising from the City's issuance of the Notice of Award and the Successful Bidder's failure to enter into the Contract and the costs to award the Contract to any other Bidder, to readvertise, or otherwise dispose of the Work as the City may determine best serves its interest.
- 2.25. Liquidated Damages for Failure to Meet Project Completion Schedule: CITY ONLY** If the Contractor does not achieve Final Completion by the required date, whether by neglect, refusal or any other reason, the parties agree and stipulate that the Contractor shall pay liquidated damages to the City for each such day that final completion is late. As provided elsewhere, this provision does not apply for delays caused by the City. The date for Final Completion may be extended in writing by the Owner.

The Contractor agrees that as a part of the consideration for the City's awarding of this Contract liquidated damages in the daily amount of **\$350.00** is reasonable and necessary to pay for the actual damages resulting from such delay. The parties agree that the real costs and injury to the City for such delay include hard to quantify items such as: additional engineering, inspection and oversight by the City and its agents; additional contract administration; inability to apply the efforts of those employees to the other work of the City; perceived inefficiency of the City; citizens having to deal with the construction and the Work, rather than having the benefit of a completed Work, on time; inconvenience to the public; loss of reputation and community standing for the City during times when such things are very important and very difficult to maintain.

The Contractor must complete the Work and achieve final completion included under the Bid Schedule in the number of consecutive calendar days after the City gives its written Notice to Proceed. When the Contractor considers the entire Work ready for its intended use, Contractor shall certify in writing that the Work is substantially

complete. In addition to the Work being substantially complete, Final Completion date is the date by which the Contractor shall have fully completed all clean-up, and all items that were identified by the City in the inspection for final completion. Unless otherwise stated in the Special Conditions, for purposes of this liquidated damages clause, the Work shall not be finished and the Contract time shall continue to accrue until the City gives its written Final Acceptance.

If the Contractor shall fail to pay said liquidated damages promptly upon demand thereof after having failed to achieve Final Completion on time, the City shall first look to any retainage or other funds from which to pay said liquidated damages; if retainage or other liquid funds are not available to pay said liquidated damages amounts, the Surety on the Contractor's Performance Bond and Payment Bond shall pay such liquidated damages. In addition, the City may withhold all, or any part of, such liquidated damages from any payment otherwise due the Contractor.

Liquidated damages as provided do not include any sums to reimburse the City for extra costs which the City may become obligated to pay on other contracts which were delayed or extended because of the Contractor's failure to complete the Work within the Contract Time. Should the City incur additional costs because of delays or extensions to other contracts resulting from the Contractor's failure of timely performance, the Contractor agrees to pay these costs that the City incurs because of the Contractor's delay, and these payments are separate from and in addition to any liquidated damages.

The Contractor agrees that the City may use its own forces or hire other parties to obtain Substantial or Final Completion of the work if the time of completion has elapsed and the Contractor is not diligently pursuing completion. In addition to the Liquidated Damages provided for, the Contractor agrees to reimburse the City for all expenses thus incurred.

2.26. Contingency/Force Account: Contingency/Force Account work will be authorized by the Owner's Project Manager and is defined as minor expenses to cover miscellaneous or unforeseen expenses related to the project. The expenses are not included in the Drawings, Specifications, or Scope of Work and are necessary to accomplish the scope of this contract. Contingency/Force Account Authorization will be directed by the Owner through an approved form. Contingency/Force Account funds are the property of the Owner and any Contingency/Force Account funds, not required for project completion, shall remain the property of the Owner. Contractor is not entitled to any Contingency/Force Account funds, that are not authorized by Owner or Owner's Project Manager.

2.27. Protection of Persons & Property: The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Contractor shall erect and maintain, as required by existing safeguards for safety and protection, and all reasonable precautions, including posting danger signs or other warnings against hazards promulgating safety regulations and notifying owners and users of adjacent utilities. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission,

neglect, or misconduct by the Contractor in the execution of the work, or in consequence of the non-execution thereof by the Contractor, he shall restore, at his own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or it shall make good such damage or injury in an acceptable manner.

- 2.28. Changes in the Work:** The Owner, without invalidating the contract, may order changes in the work within the general scope of the contract consisting of additions, deletions or other revisions, the contract sum and the contract time being adjusted accordingly. All such changes in the work shall be authorized by Change Order and shall be executed under the applicable conditions of the contract documents. A Change Order is a written order to the Contractor signed by the Owner issued after the execution of the contract, authorizing a change in the work or an adjustment in the contract sum or the contract time. The contract sum and the contract time may be changed only by Change Order.
- 2.29. Claims for Additional Cost or Time:** If the Contractor wishes to make a claim for an increase in the contract sum or an extension in the contract time, he shall give the Owner written notice thereof within a reasonable time after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the work, except in an emergency endangering life or property in which case the Contractor shall precede in accordance with the regulations on safety. No such claim shall be valid unless so made. Any change in the contract sum or contract time resulting from such claim shall be authorized by Change Order.
- 2.30. Minor Changes in the Work:** The Owner shall have authority to order minor changes in the work not involving an adjustment in the contract sum or an extension of the contract time and not inconsistent with the intent of the contract documents.
- 2.31. Field Orders:** The Owner may issue written Field Orders which interpret the Contract Documents in accordance with the specifications, or which order minor changes in the work in accordance with the agreement, without change in the contract sum or time. The Contractor shall carry out such Field Orders promptly.
- 2.32. Uncovering & Correction of Work:** The Contractor shall promptly correct all work rejected by the Owner as defective or as failing to conform to the contract documents whether observed before or after substantial completion and whether or not fabricated installed or competed. The Contractor shall bear all costs of correcting such rejected work, including the cost of the Owner's additional services thereby made necessary. If within one (1) year after the date of completion or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the contract documents, any of the work found to be defective or not in accordance with the contract documents, the Contractor shall correct it promptly after receipt of a written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discover of condition. All such defective or non-conforming work under the above paragraphs shall be removed from

the site where necessary and the work shall be corrected to comply with the contract documents without cost to the Owner. The Contractor shall bear the cost of making good all work of separate Contractors destroyed or damaged by such removal or correction. If the Owner prefers to accept defective or non-conforming work, he may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect an appropriate reduction in the payment or contract sum, or, if the amount is determined after final payment, it shall be paid by the Contractor.

- 2.30. Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All amendments to the contract shall be made in writing by the Owner.
- 2.31. Assignment:** The Contractor shall not sell, assign, transfer or convey any contract resulting from this IFB, in whole or in part, without the prior written approval from the Owner.
- 2.32. Compliance with Laws:** Bids must comply with all Federal, State, County and local laws governing or covering this type of service and the fulfillment of all ADA (Americans with Disabilities Act) requirements.
- 2.33. Confidentiality:** All information disclosed by the Owner to the Contractor for the purpose of the work to be done or information that comes to the attention of the Contractor during the course of performing such work is to be kept strictly confidential.
- 2.34. Conflict of Interest:** No public official and/or City/County employee shall have interest in any contract resulting from this IFB.
- 2.35. Contract Termination:** This contract shall remain in effect until any of the following occurs: (1) contract expires; (2) completion of services; (3) acceptance of services or, (4) for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation.
- 2.36. Employment Discrimination:** During the performance of any services per agreement with the Owner, the Contractor, by submitting a Bid, agrees to the following conditions:
 - 2.36.1.** The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Contractor. The Contractor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - 2.36.2.** The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an Equal Opportunity Employer.

- 2.36.3.** Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- 2.37. Immigration Reform and Control Act of 1986 and Immigration Compliance:** The Offeror certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or the immigration compliance requirements of State of Colorado C.R.S. § 8-17.5-101, *et.seq.* (House Bill 06-1343).
- 2.38. Ethics:** The Contractor shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the Owner.
- 2.39. Failure to Deliver:** In the event of failure of the Contractor to deliver services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure the services from other sources and hold the Contractor responsible for any costs resulting in additional purchase and administrative services. This remedy shall be in addition to any other remedies that the Owner may have.
- 2.40. Failure to Enforce:** Failure by the Owner at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the Owner to enforce any provision at any time in accordance with its terms.
- 2.41. Force Majeure:** The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Contractor, unless otherwise specified in the contract.
- 2.42. Independent Contractor:** The Contractor shall be legally considered an Independent Contractor and neither the Contractor nor its employees shall, under any circumstances, be considered servants or agents of the Owner. The Owner shall be at no time legally responsible for any negligence or other wrongdoing by the Contractor, its servants, or agents. The Owner shall not withhold from the contract payments to the Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security Tax or any other amounts for benefits to the Contractor. Further, the Owner shall not provide to the Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner for its employees.
- 2.43. Nonconforming Terms and Conditions:** A bid that includes terms and conditions that do not conform to the terms and conditions of this Invitation for Bid is subject to rejection as non-responsive. The Owner reserves the right to permit the Contractor to withdraw nonconforming terms and conditions from its bid prior to a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions.

- 2.44. Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the Owner.
- 2.45. Oral Statements:** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this document and/or resulting agreement. All modifications to this request and any agreement must be made in writing by the Owner.
- 2.46. Patents/Copyrights:** The Contractor agrees to protect the Owner from any claims involving infringements of patents and/or copyrights. In no event shall the Owner be liable to the Contractor for any/all suits arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this IFB.
- 2.47. Remedies:** The Contractor and Owner agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 2.48. Venue:** Any agreement as a result of responding to this IFB shall be deemed to have been made in, and shall be construed and interpreted in accordance with, the laws of the City of Grand Junction, Mesa County, Colorado.
- 2.49. Expenses:** Expenses incurred in preparation, submission and presentation of this IFB are the responsibility of the company and cannot be charged to the Owner.
- 2.50. Sovereign Immunity:** The Owner specifically reserves its right to sovereign immunity pursuant to Colorado State Law as a defense to any action arising in conjunction to this agreement.
- 2.51. Non-Appropriation of Funds:** The contractual obligation of the Owner under this contract is contingent upon the availability of appropriated funds from this fiscal year budget as approved by the City Council or Board of County Commissioners from this fiscal year only. State of Colorado Statutes prohibit obligation of public funds beyond the fiscal year for which the budget was approved. Anticipated expenditures/obligations beyond the end of the current Owner's fiscal year budget shall be subject to budget approval. Any contract will be subject to and must contain a governmental non-appropriation of funds clause.
- 2.52. Cooperative Purchasing:** Purchases as a result of this solicitation are primarily for the City/County. Other governmental entities may be extended the opportunity to utilize the resultant contract award with the agreement of the successful provider and the participating agencies. All participating entities will be required to abide by the specifications, terms, conditions and pricings established in this Bid. The quantities furnished in this bid document are for only the City/County. It does not include quantities for any other jurisdiction. The City or County will be responsible only for the award for its jurisdiction. Other participating entities will place their own awards on their respective Purchase Orders through their purchasing office or use their purchasing card for purchase/payment as authorized or agreed upon between the provider and the individual entity. The City/County accepts no liability for payment of

orders placed by other participating jurisdictions that choose to piggy-back on our solicitation. Orders placed by participating jurisdictions under the terms of this solicitation will indicate their specific delivery and invoicing instructions.

- 2.53. Keep Jobs in Colorado Act:** Contractor shall be responsible for ensuring compliance with Article 17 of Title 8, Colorado Revised Statutes requiring 80% Colorado labor to be employed on public works. Contractor shall, upon reasonable notice provided by the Owner, permit the Owner to inspect documentation of identification and residency required by C.R.S. §8-17-101(2)(a). If Contractor claims it is entitled to a waiver pursuant to C.R.S. §8-17-101(1), Contractor shall state that there is insufficient Colorado labor to perform the work such that compliance with Article 17 would create an undue burden that would substantially prevent a project from proceeding to completion, and shall include evidence demonstrating the insufficiency and undue burden in its response.

Unless expressly granted a waiver by the Owner pursuant to C.R.S. §8-17-101(1), Contractor shall be responsible for ensuring compliance with Article 17 of Title 8, Colorado Revised Statutes requiring 80% Colorado labor to be employed on public works. Contractor shall, upon reasonable notice provided by the Owner, permit the Owner to inspect documentation of identification and residency required by C.R.S. §8-17-101(2)(a).

2.53.1. "Public project" is defined as:

- (a) any construction, alteration, repair, demolition, or improvement of any land, building, structure, facility, road, highway, bridge, or other public improvement suitable for and intended for use in the promotion of the public health, welfare, or safety and any maintenance programs for the upkeep of such projects
- (b) for which appropriate or expenditure of moneys may be reasonably expected to be \$500,000.00 or more in the aggregate for any fiscal year
- (c) except any project that receives federal moneys.

3. Statement of Work

- 3.1. General:** The City of Grand Junction is soliciting competitive bids from qualified and interested companies for all labor, equipment, and materials required to re-side the Senor Recreation Center. All dimensions and scope of work should be verified by Contractors prior to submission of bids.

The existing wood siding and soffit are original to the building and are deteriorated, particularly the areas on the roof. Replacing the existing wood with a metal product will not only improve and modernize the appearance of the building but will reduce the amount of maintenance needed for many years to come.

NOTE: This work will require some coordination with the roofing contractor to insure enough clearance behind the new roof drip edge to accept the new steel siding panels.

3.2. Special Conditions & Provisions:

3.2.1 Mandatory Pre-Bid Meeting: Prospective bidders are required to attend a mandatory pre-bid meeting on April 27, 2017 at 10:00am. Meeting location shall be in the Senior Recreation Center, located at 550 Ouray Avenue, Grand Junction, CO. The purpose of this visit will be to inspect and to clarify the contents of this Invitation for Bids (IFB).

3.3.2 Pricing: Pricing shall be all inclusive to include but not be limited to: all labor, equipment, supplies, materials, freight (F.O.B. Destination – Freight Pre-paid and Allowed to each site), travel, mobilization costs, fuel, set-up and take down costs, and full-time inspection costs, and all other costs related to the successful completion of the project.

The Owner shall not pay nor be liable for any other additional costs including but not limited to: taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

3.3.3 Freight/Shipping: All freight/shipping shall be F.O.B. Destination – Freight Pre-Paid and Allowed to the project site(s), Grand Junction, CO.

Contractor must meet all federal, state, and local rules, regulations, and requirements for providing such services.

3.3.4 Contract: A binding contract shall consist of: (1) the IFB and any amendments thereto, (2) the bidder's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) the City's Purchasing Department's acceptance of the bid by "Notice of Award" or by "Purchase Order". All Exhibits and Attachments included In the IFB shall be incorporated into the contract by reference.

A. The contract expresses the complete agreement of the parties and, performance shall be governed solely by the specifications and requirements contained therein.

B. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the bidder and the City Purchasing Division or by a modified Purchase Order prior to the effective date of such modification. The bidder expressly and explicitly understands and agrees that no other method and/or no other document, including acts and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

3.3.5 Time of Completion: The scheduled time of Completion for the Project is 60 Calendar Days from the starting date specified in the Notice to Proceed.

Completion is achieved when site cleanup and all punch list items (resulting from the final inspection) have been completed. Completion shall have the meaning set

forth in Article I, Section 3 (Definitions and Terms) of the General Contract Conditions.

3.3.6 Working Days and Hours: The working days and hours shall be Monday – Friday form 7am – 7pm. Weekends are optional and available, with authorization from City’s Project Manager.

3.3.7 Licenses and Permits: Contractor is responsible for obtaining all necessary licenses and permits required for Construction, at Contractors expense. See Section 2.10. Contractor shall supply to Owner all copies of finalized permits.

3.3.8 Incidental Items: Any item of work not specifically identified or paid for directly, but which is necessary for the satisfactory completion of any paid items of work, will be considered as incidental to those items, and will be included in the cost of those items.

3.3. Scope of Work:

1. Contractor is to provide all labor, materials and equipment to complete the project.
2. Contractor is responsible for verifying all measurements and information prior to beginning work.
3. Contractor is responsible for obtaining all necessary permits. Provide the owner with a copy of the final signed off building permit once project is complete.
4. All work is to meet local and state building codes.
5. All metal siding and trim is to meet the attached specifications document and the specifications data sheets for the Metal Sales Manufacturing Corporation, or an approved equal.
6. Color choice(s) will be determined by the City of Grand Junction.
7. Remove and properly dispose of the existing siding and soffit materials.
8. Provide protection for surrounding surfaces.
9. Provide safe entrance and egress for public access for the duration pf the project.
10. All areas to receive metal siding are to first be covered with a Polyethylene Vapor Retarder.
11. All existing light fixtures are to remain.
12. Installation of panels, trim, and accessories are to meet the manufacturer’s specifications.
13. Provide the City a copy of the written manufacturer’s product warranty.
14. Provide City a written contractor’s workmanship guaranty for no less than one year after final acceptance.

3.4. Attachments:

Exhibit A: Metal Siding Specifications Document

Exhibit B: SRC Elevations Sheet A-5

Exhibit C: SRC Addition Elevations Sheet A2

Exhibit D: Metal Wall Panels Specification Data (Metal Sales Man. Corp.)

Exhibit E: Standing Seam Sheet Metal Roof Panels Specification Data (Metal Sales Man. Corp.)

Exhibit F: Federal Requirements Packet, including Davis-Bacon Wage Determinations

Document

3.5. Contractor Bid Documents: For Contractor's convenience, the following is a list of forms/items to be submitted with the Contractor's bid response. However, should a form/item not be listed in this section, but required in the solicitation documents, it is the Contractor's responsibility to ensure all forms/items are submitted.

- **Contractor's Bid Form**
- **Price Bid Schedule**
- **Federal Requirements Packet**

3.6. IFB Tentative Time Schedule:

Invitation For Bids available	April 17, 2017
Mandatory Site Visit/Briefing	April 27, 2017
Inquiry deadline, no questions after this date	May 1, 2017
Addendum Posted	May 2, 2017
Submittal deadline for proposals	May 5, 2017
Contract execution (unless Council approval required)	May 9, 2017
Bonding & Insurance Cert due	May 16, 2017
Work begins no later than	May 18, 2017/Upon Receipt of Notice to Proceed
Final Completion	60 Calendar Days from Notice to Proceed Start Date

3.7. Questions Regarding Scope of Services:

Duane Hoff Jr., Senior Buyer
City of Grand Junction
duaneh@gjcity.org

4. Contractor's Bid Form

Bid Date: _____

Project: IFB-4366-17-DH "Senior Recreation Center Wood Siding Replacement"

Bidding Company: _____

Name of Authorized Agent: _____

Email _____

Telephone _____ **Address** _____

City _____ **State** _____ **Zip** _____

The undersigned Bidder, in compliance with the Invitation for Bids, having examined the Instruction to Bidders, General Contract Conditions, Statement of Work, Specifications, and any and all Addenda thereto, having investigated the location of, and conditions affecting the proposed work, hereby proposes to furnish all labor, materials and supplies, and to perform all work for the Project in accordance with Contract Documents, within the time set forth and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this Contractor's Bid Form is a part.

The undersigned Contractor does hereby declare and stipulate that this offer is made in good faith without collusion or connection to any person(s) providing an offer for the same work, and that it is made in pursuance of, and subject to, all terms and conditions of the Instructions to Bidders, the Specifications, and all other Solicitation Documents, all of which have been examined by the undersigned.

The Contractor also agrees that if awarded the Contract, to provide insurance certificates within ten (10) working days of the date of Notification of Award. Submittal of this offer will be taken by the Owner as a binding covenant that the Contractor will be prepared to complete the project in its entirety.

The Owner reserves the right to make the award on the basis of the offer deemed most favorable, to waive any formalities or technicalities and to reject any or all offers. It is further agreed that this offer may not be withdrawn for a period of sixty (60) calendar days after closing time. Submission of clarifications and revised offers automatically establish a new thirty day (30) period.

RECEIPT OF ADDENDA: the undersigned Contractor acknowledges receipt of Addenda to the Solicitation, Specifications, and other Contract Documents.

State number of Addenda received: _____.

It is the responsibility of the Bidder to ensure all Addenda have been received and acknowledged.

By signing below, the Undersigned agree to comply with all terms and conditions contained herein.

Company: _____

Authorized Signature: _____

Title: _____

PRICE BID SCHEDULE: IFB-4366-17-DH Senior Recreation Center Wood Siding Replacement

Option 1

Item No.	Description	Total Price
1	Total price for all labor, materials, parts, freight, etc. to the 4 smaller sections of siding on the roof area, as per the solicitation documents.	

Total Bid Price Written:

Option 2

Item No.	Description	Total Price
2	Total price for all labor, materials, parts, freight, etc. to replace all siding, fascia, and soffits for the entire building, as per the solicitation documents.	

Unit Bid Price Written:

By signing below, the Undersigned agree to comply with all terms and conditions contained herein.

Company: _____

Authorized Signature: _____

Title: _____

**Metal Sales
Manufacturing Corporation**

This specification data sheet is provided by Metal Sales Manufacturing Corporation as a technical support tool incident to the sale of its Image II, 1" Mini-Batten, 1.5" Mini-Batten, Curved 1" Mini-Batten, and Stile products. Contact Metal Sales for more information on these and other products.

Telephone: 800.406.7387
www.metalsales.us.com

Section 07 41 13 - METAL ROOF PANELS

1. PRODUCT NAMES

Image II, 1" Mini-Batten, 1.5" Mini-Batten, Curved 1" Mini-Batten, and Stile architectural metal roof panels.

2. MANUFACTURER

Metal Sales Manufacturing Corporation
545 South 3rd Street, Suite 200
Louisville, KY 40202
Toll Free: 800.406.7387
Phone: 502.855.4300
Fax: 502.855.4200
Web: www.metalsales.us.com
E-Mail: info@metalsales.us.com

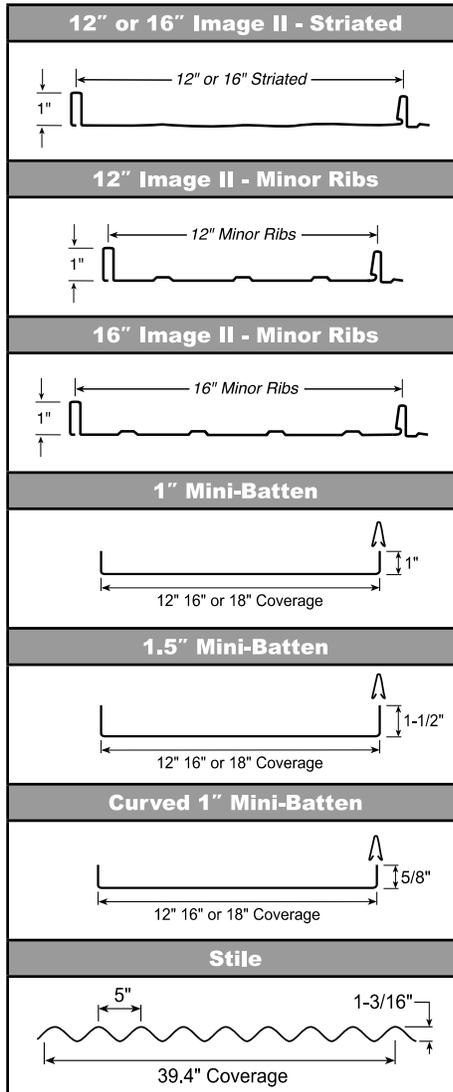
3. PRODUCT DESCRIPTION

Basic Use

For more than 50 years, Metal Sales has earned a reputation as the premier provider of metal building components and accessories. Metal Sales maintains the industry's largest professional sales and service team, supported by 21 branches located throughout the United States, and offers a full line of high quality metal roof and wall panels for agricultural, commercial, architectural, industrial, and residential projects of every shape and size for both new construction and retrofit applications. Metal Sales is dedicated to leading the metal building component industry, by setting new standards for operating efficiency, product design, active service management and lasting value.

Manufacturer Memberships and Affiliations

CRRC - Cool Roof Rating Council
MCA - Metal Construction Association
CSI - Construction Specifications Institute
MRA - Metal Roofing Alliance
NRCA - National Roofing Contractors Association
USGBC - United States Green Building Council
ENERGY STAR® Partner



4. TECHNICAL DATA

Applicable Standards

ASTM International (ASTM):

- ASTM A 653 - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
- ASTM A 792 - Standard Specification for Steel Sheet, 55% Aluminum-Zinc Alloy-Coated by the Hot-Dip Process.
- ASTM A 1011 - Standard Specification for Steel, Sheet and Strip, Hot-Rolled, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, and Ultra-High Strength.
- ASTM B 209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate.



Denzinger Dentist Office, New Albany, IN

- ASTM D 2244 - Standard Practice for Calculation of Color Tolerances and Color Differences from Instrumentally Measured Color Coordinates.
 - ASTM D 4214 - Standard Test Methods for Evaluating the Degree of Chalking of Exterior Paint Films.
 - ASTM E 119 - Standard Test Methods for Fire Tests of Building Construction and Materials.
 - ASTM E 1514 - Standard Specification for Structural Standing Seam Steel Roof Panel Systems.
 - ASTM E 1592 - Standard Test Method for Structural Performance of Sheet Metal Roof and Siding Systems by Uniform Static Air Pressure Difference.
 - ASTM E 1637 - Standard Specification for Structural Standing Seam Aluminum Roof Panel Systems.
 - ASTM E 1646 - Standard Test Method for Water Penetration of Exterior Metal Roof Panel Systems by Uniform Static Air Pressure Difference.
 - ASTM E 1680 - Standard Test Method for Rate of Air Leakage through Exterior Metal Roof Panel Systems
 - ASTM E 2140 - Standard Test Method for Water Penetration of Metal Roof Panel Systems by Static Water Pressure Head.
- Underwriters Laboratories (UL):
- UL 263 - Fire Tests of Building Construction and Materials.
 - UL 580 - Tests For Uplift Resistance of Roof Assemblies.

●UL 790 - Standard Test Methods for Fire Tests of Roof Coverings.

●UL 2218 - Impact Resistance of Prepared Roof Covering Materials.

Approvals

Miami-Dade County: Code Approvals, Notice of Acceptance (NOA).

State of Florida: Florida Building Code 2010 Test Protocols for High-Velocity Hurricane Zones

Texas Windstorm Evaluation.

Physical Properties:

Test reports are available to design professionals upon request.

Note: Industry designation for material thickness is moving away from "gauge" to decimal thickness in inches. Metal Sales Manufacturing Corporation recommends use of a minimum thickness requirement of 0.018-inch (0.46-mm) instead of 26 gauge, 0.0236-inch (0.60-mm) instead of 24 gauge, and 0.0296-inch (0.75-mm) instead of 22 gauge.

Technical Properties for Image II Products:

▶ Panel Coverage: 12 inches (304.8 mm) or 16 inches (406.4 mm).

▶ Rib Height: 1 inch (25.4 mm).

▶ Material: Aluminum-zinc alloy-coated steel sheet, ASTM A 792, Class AZ50 or AZ55 coating designation, structural quality, Grade 50, 0.0236-inch (0.60-mm) minimum thickness. Select AZ50 for painted material or AZ55 for unpainted material.

▶ Material: Aluminum sheet, ASTM B 209, 0.032 inch (0.813 mm) or 0.040 inch (1.016 mm) thick.

▶ Minimum Roof Slope Capability: 3:12 over solid substrate.

▶ Side Lap: Snap seamed.

▶ Attachment: Concealed direct fastened panel.

▶ Application: Designed for application over solid substrate.

▶ Panel Surface Configuration: Striations or minor ribs.

▶ Surface Finish: PVDF (Kynar 500 or Hylar 5000), MS Colorfast45 or Acrylic Coated Galvalume.

▶ Color: Contact Metal Sales Manufacturing Corporation for information on color availability.

▶ Testing: Fire Resistance Rating: Designed for compliance with UL 263 and UL 790 Class A Fire Resistance Ratings.

Impact Resistance: Complies with UL 2218, Class 4. Water Infiltration: No leakage when tested according to Florida Building Code TAS 100.15.

Wind Uplift Resistance: Complies with UL 580, Class 90 Wind Uplift, Construction 529.

Code and Testing Agency Approvals:

Complies with Miami-Dade County Approval NOA 08-0229.12.



Residence, Louisville, KY

Complies with 2010 State of Florida Building Code Approval: 11560.2, 11560.3, 11560.4 and 14645.10. Complies with Texas Windstorm Evaluation RC-162.

Technical Properties for 1" Mini-Batten, 1.5" Mini-Batten or Curved 1" Mini-Batten Products:

▶ Panel Coverage: 12 inches (304.8 mm), 16 inches (406.4 mm) or 18 inches (457.2 mm).

▶ Rib Height: 1 inch (25.4 mm) or 1-1/2 inches (38.1 mm).

▶ Material: Aluminum-zinc alloy-coated steel sheet, ASTM A 792, [AZ50] [AZ55] coating designation, structural quality, Grade 50, [minimum thickness].

▶ Minimum Roof Slope Capability: 3:12.

▶ Minimum Convex Radius Capability (barrel shape): 4'-0".

▶ Minimum Concave Radius Capability (u-shape): 4'-0".

▶ Side Lap: Snap-on batten cap.

▶ Attachment: Concealed clip designed for thermal movement.

▶ Application: Designed for application over solid substrate.

▶ Surface Finish: PVDF (Kynar 500 or Hylar 5000), MS Colorfast45, Acrylic Coated Galvalume.

▶ Color: Contact Metal Sales Manufacturing Corporation for information on color availability.

▶ Testing: Fire Resistance Rating: Complies with UL 263 and UL 790 Class A Fire Resistance Ratings.

Impact Resistance: Complies with UL 2218 Class 4. Wind Uplift Resistance: Comply with UL 580, Class 90 Wind Uplift, Construction 397, 397A, and 430. (Applies to 1" Mini-Batten panels.)

Wind Uplift Resistance: Comply with UL 580, Class 90 Wind Uplift, Construction 352. (Applies to 1.5" Mini-Batten panels.)

Technical Properties for Stile Products:

▶ Panel Coverage: 39.4 inches (1000 mm).

▶ Rib Height: 1-3/16 inches (30.2 mm).

▶ Material: Galvanized steel sheet, ASTM A 653, G90 coating designation, structural quality, Grade 40, minimum thickness.

▶ Minimum Roof Slope Capability: 3:12 over solid substrate.

▶ Side Lap: Mechanically fastened.

▶ Attachment: Exposed direct fastened panel.

▶ Application: Designed for application over solid substrate.

▶ Surface Finish: PVDF (Kynar 500 or Hylar 5000).

▶ Color: Spanish Clay, Slate Grey, Ocean Blue, Classic Green, Regal Red, Tudor Brown, White.

▶ Testing: Fire Resistance Rating: Complies with UL 790 Class A Fire Resistance Ratings.

Impact Resistance: Complies with UL 2218 Class 4. Water Penetration: No leakage when tested according to Florida Building Code TAS 100.

Wind Uplift Resistance: Complies with UL 580, Class 90 Wind Uplift, Construction 533.

Code and Testing Agency Approvals:

Complies with Miami-Dade County Approval NOA 08-0229.11.

Complies with 2010 State of Florida Building Code Approval: 11560.7, 11560.8.

Complies with Texas Windstorm Evaluation RC-163.

Environmental Considerations

Construction metals generally are readily recyclable at the end of their service life. The raw materials used in manufacture of standing seam panels also come from recycled sources. Post industrial and post consumer recycled content varies.

Fire Performance

Flame-Spread Index: 25 or less (Class A).

Smoke-Developed Index: 450 or less.

5. INSTALLATION

Handling and Storage

Handle and store product according to Metal Sales recommendations. Deliver materials in original, unopened, undamaged containers with identification labels intact. Store materials above ground, under waterproof covering, protected from exposure to harmful weather conditions and at temperature and humidity conditions recommended by manufacturer. Provide proper ventilation of metal panel system to prevent condensation build-up between each panel and trim or flashing component. Store metal panel products in manufacturer's unopened packaging until ready for installation. Exercise caution in unloading and handling metal panel system to prevent bending, warping, twisting and surface damage.

Preparation

Install substrate boards over roof deck and sheathing over entire roof surface using recommended fasteners. Install furring, eave angles, sub-purlins, and other miscellaneous roof panel support members and anchor according to metal roof panel manufacturer's recommendations.

Underlayment Installation

Install self-adhering sheet underlayment and felt underlayment as required. Apply slip sheet over underlayment prior to installing metal roof panels. Install flashing in compliance with requirements in Division 07 Section "Sheet Metal Flashing and Trim."

Thermal Insulation Installation

Install polyethylene vapor retarder if required. Install board insulation if required, in compliance with installation requirements in Division 07 Section "Thermal Insulation."

Install blanket insulation if required, in compliance with installation requirements in Division 07 Section "Thermal Insulation."

Metal Roof Panel Installation

Verify that site conditions are acceptable for installation. Do not proceed with installation until unacceptable conditions are corrected. Comply with panel manufacturer's installation instructions including but not limited to special techniques, interface with other work, and integration of systems. Fasten metal roof panels to supports with concealed clips at each standing-seam joint at location, spacing, and using proper fasteners as recommended by panel manufacturer. Comply with installation tolerances as required.

Accessory Installation

Install accessories using techniques recommended by manufacturer and which will assure positive

anchorage to building and weather tight mounting. Provide for thermal movement. Coordinate installation with flashings and other components. For Flashing and Trim, comply with performance requirements, manufacturer's written installation instructions, and the SMACNA "Architectural Sheet Metal Manual." Provide concealed fasteners where possible, and install units to true level. Install work with laps, joints, and seams that will be permanently watertight.

Field Quality Control

If requested by Owner, provide manufacturer's field service consisting of product use recommendations and periodic site visits for inspection of product installation in accordance with manufacturer's instructions.

Precautions, Cleaning and Protection

Touch-up paint is used to cover and protect unexpected scratches on the paint finish that may occur during installation of panel. Touch-up paint will not weather as well or at the same rate as the original system. Test in an area that will not be noticeable. Metallic paint colors are available at an additional charge. Minor differences in color and appearance are normal and to be expected.

To minimize possible differences in appearance, an entire project should be painted at one time, from one batch of paint, using the same application equipment. Additionally, fabricated panels, flat sheet, and flashings should be oriented in the same direction.

After installation remove temporary coverings and protection of adjacent work areas. Repair or replace any installed products that have been damaged. Clean installed panels in accordance with manufacturer's instructions prior to Owner's acceptance. Remove and lawfully dispose of construction debris from Project site. Protect installed product and finish surfaces from damage during construction.

Building Codes

Current data on building code requirements and product compliance may be obtained from Metal Sales technical support specialists. Installation must comply with the requirements of authority having jurisdiction.

6. AVAILABILITY AND COST

Availability

Metal Sales products are nationally distributed and supported from 21 convenient locations nationwide, including Alaska. Metal Sales has the ability to ship worldwide. Contact Metal Sales for information on local availability.

Cost

Budget installed cost information may be obtained from a local Metal Sales distributor or through the manufacturer.

7. WARRANTIES

Paint Finish Warranty

Metal Sales' standard PVDF (Kynar 500®) Fluorocarbon System Warranty for film integrity, chalk rating and fade rating in which manufacturer agrees to repair or replace panels that show evidence of deterioration within specified warranty period. Deterioration shall include but is not limited to color fading of more than 5 Hunter units when tested according to ASTM D 2244, chalking in excess of a No. 8 rating when tested according to ASTM D 4214 or cracking, checking, peeling or failure of paint to adhere to bare metal. Warranty Period for film integrity is 45 years and for chalk and fade rating is 35 years.

8. MAINTENANCE

No specific maintenance is required for properly installed Metal Sales standing seam panel products. Periodic roof inspection to verify system integrity, drainage functionality and repair of storm damage is advised.

9. TECHNICAL SERVICES

Technical assistance, including more detailed information, product literature, test results, project lists, assistance in preparing project specifications and arrangements for application supervision, is available by contacting Metal Sales.

10. FILING SYSTEMS

Additional product information is available from the manufacturer upon request.

1. McGraw-Hill Sweets
2. ARCAT



Residence

**Metal Sales
Manufacturing Corporation**

This specification data sheet is provided by Metal Sales Manufacturing Corporation as a technical support tool incident to the sale of its Verti-Line Series, Flush Face Series, Soffit Panel, and Interior Liner Series metal panels. Contact Metal Sales for more information on these and other products.
Telephone: 800.406.7387
www.metalsales.us.com

Section 07 42 13 - METAL WALL PANELS

1. PRODUCT NAMES

Verti-Line Series: T10-A, T10-B, T10-C, T10-D, Flush Face Series: TLC-1, TLC-2, TLC-3, TLC-4, TLC-9, TLC-10, TL-17C, TL-1D, TL-1222, Interior Liner Series: TL-19A, TL-20, TL-21 and Soffit Panel metal wall panels.

2. MANUFACTURER

Metal Sales Manufacturing Corporation
545 South 3rd Street, Suite 200
Louisville, KY 40202
Toll Free: 800.406.7387
Phone: 502.855.4300
Fax: 502.855.4200
Web: www.metalsales.us.com
E-Mail: info@metalsales.us.com

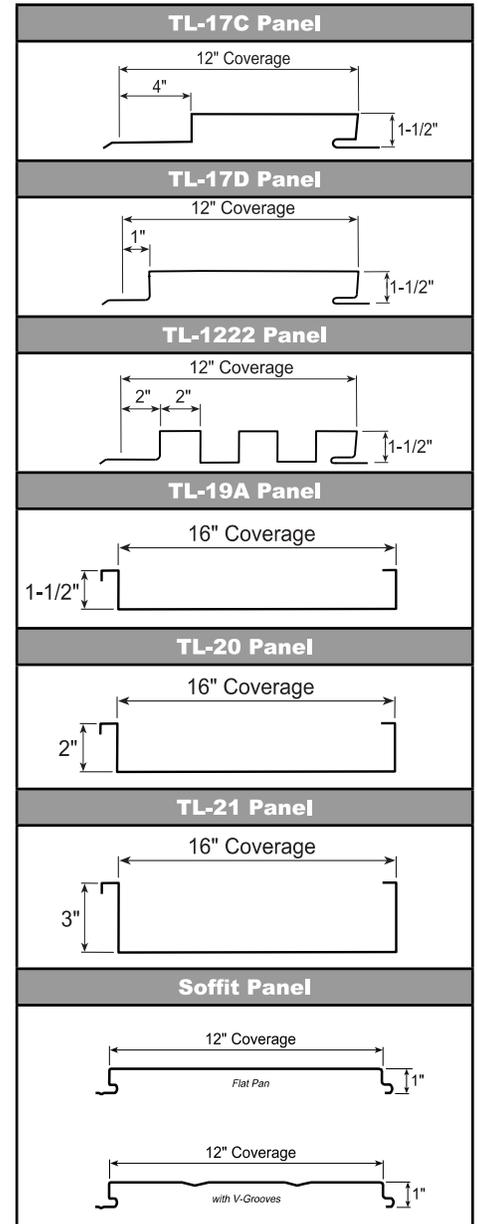
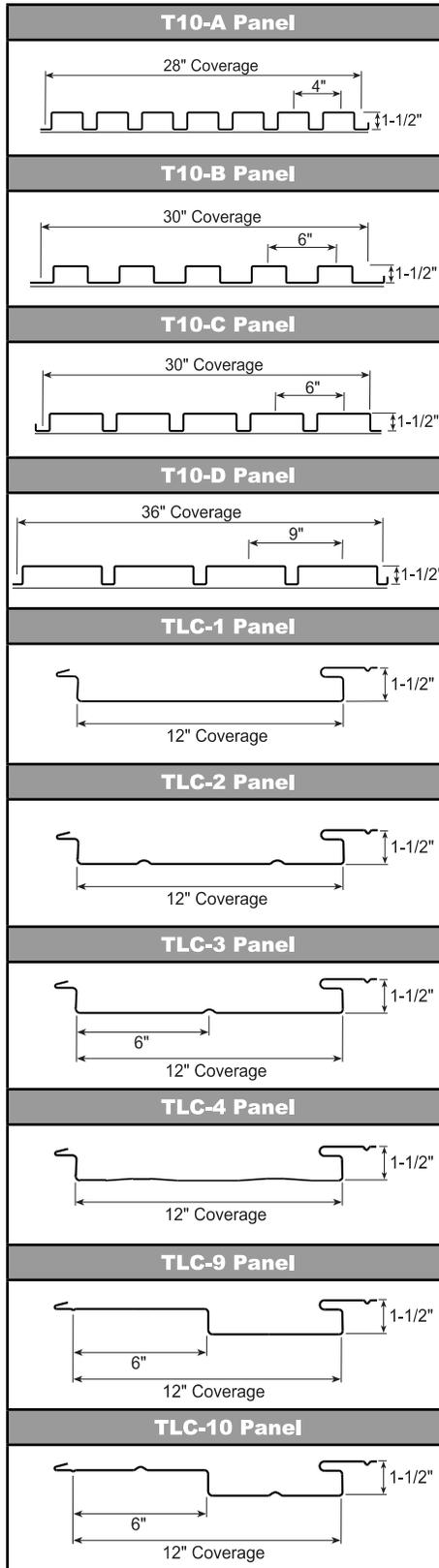
3. PRODUCT DESCRIPTION

Basic Use

For more than 50 years, Metal Sales has earned a reputation as the premier provider of metal building components and accessories. Metal Sales maintains the industry's largest professional sales and service team, supported by 21 branches located throughout the United States, and offers a full line of high quality metal roof and wall panels for agricultural, commercial, architectural, industrial, and residential projects of every shape and size for both new construction and retrofit applications. Metal Sales is dedicated to leading the metal building component industry, by setting new standards for operating efficiency, product design, active service management and lasting value.

Manufacturer Memberships and Affiliations

- CRRC - Cool Roof Rating Council
- MCA - Metal Construction Association
- CSI - Construction Specifications Institute
- MRA - Metal Roofing Alliance
- NRCA - National Roofing Contractors Association
- USGBC - United States Green Building Council
- ENERGY STAR® Partner



4. TECHNICAL DATA

Applicable Standards

- ASTM A 653 – Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
- ASTM A 792 – Standard Specification for Steel Sheet, 55% Aluminum-Zinc Alloy-Coated by the Hot-Dip Process.
- ASTM A 1011 – Standard Specification for Steel, Sheet and Strip, Hot-Rolled, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, and Ultra-High Strength.
- ASTM B 209 – Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate.
- ASTM D 2244 – Standard Practice for Calculation of Color Tolerances and Color Differences from Instrumentally Measured Color Coordinates.
- ASTM D 4214 – Standard Test Methods for Evaluating the Degree of Chalking of Exterior Paint Films.
- ASTM E 84 – Standard Test Method for Surface Burning Characteristics of Building Materials.
- ASTM E 283 – Standard Test Method for Determining Rate of Air Leakage Through Exterior Windows, Curtain Walls, and Doors Under Specified Pressure Differences Across the Specimen.
- ASTM E 330 – Standard Test Method for Structural Performance of Exterior Windows, Doors, Skylights and Curtain Walls by Uniform Static Air Pressure Difference.
- ASTM E 331 – Standard Test Method for Water Penetration of Exterior Windows, Skylights, Doors, and Curtain Walls by Uniform Static Air Pressure Difference.

Underwriters Laboratories (UL):

- UL 263 - Fire Tests of Building Construction and Materials.

Approvals

State of Florida: Florida Building Code 2010 Test Protocols for High-Velocity Hurricane Zones

Physical Properties:

Test reports are available to design professionals upon request.

Note: Industry designation for material thickness is moving away from “gauge” to decimal thickness in inches. Metal Sales Manufacturing Corporation recommends use of a minimum thickness requirement of 0.018-inch (0.46-mm) instead of 26 gauge, 0.0236-inch (0.60-mm) instead of 24 gauge, 0.0296-inch (0.75-mm) instead of 22 gauge, 0.0356 inch (0.904 mm) instead of 20 gauge, and 0.0466 inch (1.184 mm) instead of 18 gauge.

Technical Properties for Verti-Line Series T10-A,



Grand Canyon University, Phoenix, AZ

T10-B, T10-C and T10-D Products:

- ▶ Panel Coverage: 28 inches (711.2 mm), 30 inches (762 mm) and 36 inches (914.4 mm).
- ▶ Rib Height: 1-1/2 inches (38.1 mm).
- ▶ Material: Aluminum-zinc alloy-coated steel sheet, ASTM A 792, AZ50 or AZ55 coating designation, structural quality, Grade 50, 0.0236 inch (0.60 mm), 0.0296 inch (0.75 mm), 0.0356 inch (0.904 mm) and 0.0466 inch (1.184 mm) minimum thickness.
- ▶ Finish: PVDF (Kynar 500), Multi-pass Kynar 500, Marblique, Plastisol or Polyester.
- ▶ Configuration: 90-degree vertical box ribs.
- ▶ Panel Fasteners: Exposed, direct fastened.
- ▶ Perforation: Available option.
- ▶ Color: Contact Metal Sales Manufacturing Corporation for information on color availability.

Technical Properties for Flush Face Series TLC-1, TLC-2, TLC-3, TLC-4, TLC-9, TLC-10, TL-17C, TL-17D, TL-1222 Products:

- ▶ Panel Coverage: 12 inches (304.8 mm)
- ▶ Panel Depth: 1-1/2 inches (38.1 mm).
- ▶ Material: Aluminum-zinc alloy-coated steel sheet, ASTM A 792, AZ50 or AZ55 coating designation, structural quality, Grade 50, 0.0236 inch (0.60 mm), 0.0296 inch (0.75 mm), 0.0356 inch (0.904 mm) or 0.0466 inch (1.184 mm) minimum thickness.
- ▶ Material: Aluminum sheet, ASTM B 209, 0.032 inch (0.813 mm) minimum thickness.
- ▶ Finish: PVDF (Kynar 500), Multi-pass Kynar 500, Marblique, Plastisol or Polyester.
- ▶ Panel Fasteners: Concealed, direct fastened.
- ▶ Perforation: Available option.
- ▶ Color: Contact Metal Sales Manufacturing Corporation for information on color availability.

Technical Properties for Metal Interior Liner Series TL-19A, TL-20 and TL-21 Products:

- ▶ Panel Coverage: 16 inches (406.4 mm) or 24 inches (609.6 mm).
- ▶ Rib Height: 1-1/2 inches (38.1 mm), 2 inches (50.8 mm) or 3 inches (76.2 mm).
- ▶ Material: Aluminum-zinc alloy-coated steel sheet, ASTM A 792, AZ50 or AZ55 coating designation, structural quality, Grade 50, 0.0236 inch (0.60 mm), 0.0296 inch (0.75 mm), 0.0356 inch (0.904 mm) or 0.0466 inch (1.184 mm) minimum thickness.
- ▶ Finish: PVDF (Kynar 500), Multi-pass Kynar 500, Marblique, Plastisol, Polyester.
- ▶ Panel Fasteners: Exposed, direct fastened.
- ▶ Panel Tapering: Available option.
- ▶ Perforation: Available option.
- ▶ Color: Contact Metal Sales Manufacturing Corporation for information on color availability.

Technical Properties for Soffit Panel Product:

- ▶ Panel Coverage: 12 inches (304.8 mm).
- ▶ Panel Depth: 1 inch (25.4 mm).
- ▶ Material: Aluminum-zinc alloy-coated steel sheet, ASTM A 792, AZ50 or AZ55 coating designation, structural quality, Grade 50, 0.018 inch (0.46 mm), 0.0236 inch (0.60 mm) or 0.0296 inch (0.75 mm)] minimum thickness.
- ▶ Material: Aluminum sheet, ASTM B 209,
- ▶ Finish: PVDF (Kynar 500), MS Colorfast45, Acrylic Coated Galvalume.
- ▶ Panel Fasteners: Concealed, direct fastened.
- ▶ Surface Configuration: Flat pan or V-Groove.
- ▶ Color: Contact Metal Sales Manufacturing Corporation for information on color availability.
- ▶ Testing and Approvals: Air Infiltration: 0.25 cfm/

sq.ft. at 6.24 psf when tested according to ASTM E 283.

Water Penetration: No penetration at 12 psf when tested according to ASTM E 331.

Uniform Static Air Pressure Difference: Tested according to ASTM E 330.

Code Approval: Complies with requirements of Florida Building Code construction 9482.5.

Environmental Considerations

Construction metals generally are readily recyclable at the end of their service life. The raw materials used in manufacture of standing seam panels also come from recycled sources. Pre-consumer and post-consumer recycled content varies. Consult with manufacturer for more information.

Fire Performance

Flame-Spread Index: 25 or less (Class A) or 200 (Class C).

5. INSTALLATION

Handling and Storage

Handle and store product according to Metal Sales recommendations. Deliver materials in original, unopened, undamaged containers with identification labels intact. Store materials above ground, under waterproof covering, protected from exposure to harmful weather conditions and at temperature and humidity conditions recommended by manufacturer. Provide proper ventilation of metal panel system to prevent condensation build-up between each panel and trim or flashing component. Store metal panel products in manufacturer's unopened packaging until ready for installation. Exercise caution in unloading and handling metal panel system to prevent bending, warping, twisting and surface damage.

Preparation

Install furring, angles, sub-purlins, and other miscellaneous wall panel support members and anchor according to metal wall panel manufacturer's recommendations.

Thermal Insulation Installation

Install polyethylene vapor retarder if required. Install board insulation if required, in compliance with installation requirements in Division 07 Section "Thermal Insulation" requirements. Install blanket insulation if required, in compliance with installation requirements in Division 07 Section "Thermal Insulation."

Metal Wall Panel Installation

Verify that site conditions are acceptable for installation. Do not proceed with installation until unacceptable conditions are corrected. Comply with

panel manufacturer's installation instructions including but not limited to special techniques, interface with other work, and integration of systems. Fasten metal wall panels to supports with concealed clips at each standing-seam joint at location, spacing, and using proper fasteners as recommended by panel manufacturer. Comply with installation tolerances as required.

Accessory Installation

Install accessories using techniques recommended by manufacturer and which will assure positive anchorage to building and weather tight mounting. Provide for thermal movement. Coordinate installation with flashings and other components. For Flashing and Trim, comply with performance requirements, manufacturer's written installation instructions, and the SMACNA "Architectural Sheet Metal Manual." Provide concealed fasteners where possible, and install units to true level. Install work with laps, joints, and seams that will be permanently watertight.

Field Quality Control

If requested by Owner, provide manufacturer's field service consisting of product use recommendations and periodic site visits for inspection of product installation in accordance with manufacturer's instructions.

Precautions, Cleaning and Protection

Touch-up paint is used to cover and protect unexpected scratches on the paint finish that may occur during installation of panel. Touch-up paint will not weather as well or at the same rate as the original system. Test in an area that will not be noticeable. Metallic paint colors are available at an additional charge. Minor differences in color and appearance are normal and to be expected.

To minimize possible differences in appearance, an entire project should be painted at one time, from one batch of paint, using the same application equipment. Additionally, fabricated panels, flat sheet, and flashings should be oriented in the same direction. After installation remove temporary coverings and protection of adjacent work areas. Repair or replace any installed products that have been damaged. Clean installed panels in accordance with manufacturer's instructions prior to Owner's acceptance. Remove and lawfully dispose of construction debris from Project site. Protect installed product and finish surfaces from damage during construction.

Building Codes

Current data on building code requirements and product compliance may be obtained from Metal Sales Manufacturing Corporation technical support specialists. Installation must comply with the re-

quirements of authority having jurisdiction.

6. AVAILABILITY AND COST

Availability

Metal Sales Manufacturing Corporation products are nationally distributed and supported from 21 convenient locations nationwide, including Alaska. Manufacturer has the ability to ship worldwide. Contact manufacturer for information on local availability.

Cost

Budget installed cost information may be obtained from a local Metal Sales Manufacturing Corporation distributor or directly from the manufacturer.

7. WARRANTY

Special Exposed Panel Finish Warranty: Manufacturer's standard form PVDF (Fluorocarbon System) Warranty for film integrity, chalk rating and fade rating in which manufacturer agrees to repair or replace panels that show evidence of deterioration within specified warranty period. Deterioration shall include but is not limited to color fading of more than 5 Hunter units when tested according to ASTM D 2244, chalking in excess of a No. 8 rating when tested according to ASTM D 4214 or cracking, checking, peeling or failure of paint to adhere to bare metal. Warranty Period for film integrity is 45 years and for chalk and fade rating is 35 years. Metal Sales Manufacturing Corporation warranty excludes surface deterioration due to physical damage and exposure to salt air environments.

8. MAINTENANCE

No specific maintenance is required for properly installed Metal Sales Manufacturing Corporation wall panel products. Periodic panel inspection to verify system integrity, drainage functionality and repair of storm damage is advised.

9. TECHNICAL SERVICES

Technical assistance, including more detailed information, product literature, test results, project lists, assistance in preparing project specifications and arrangements for application supervision, is available by contacting Metal Sales Manufacturing Corporation.

10. FILING SYSTEMS

Additional product information is available from the manufacturer upon request.

1. McGraw-Hill Sweets
2. ARCAT

Specifications

Metal Siding and Soffit Specifications

- A. Standing seam sheet metal roof panels product "Image II" made by Metal Sales Manufacturing Corporation or equal.
 - 1. Thickness Requirement: 26 gauge (0.018-inch or 0.46-mm)
- B. Soffit Panels by Metal Sales Manufacturing Corporation or equal:
 - 1. Space Configuration: Flat pan.
 - 2. Panel Fasteners: Concealed, Direct Fastened.
 - 3. Panel coverage: 12 inches (304.8 mm).
 - 4. 26 Gauge Aluminum material.
 - 5. Panel Depth: 1 inch (25.4 mm).
- C. Color selection of Roof panels and Soffit panels to be Owners choice.

SECTION 07 41 13 - METAL ROOF PANELS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes: Architectural metal roof panels, including trim accessories.

1.2 REFERENCES

A. General: Standards listed by reference form a part of this specification section. Standards listed are identified by issuing authority, abbreviation, designation number, title or other designation. Standards subsequently referenced in this Section are referred to by issuing authority abbreviation and standard designation.

B. ASTM International:

- 1. ASTM A 792 - Standard Specification for Steel Sheet, 55% Aluminum-Zinc Alloy-Coated by the Hot-Dip Process.
- 2. ASTM B 209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate.
- 3. ASTM D 2244 - Standard Practice for Calculation of Color Tolerances and Color Differences from Instrumentally Measured Color Coordinates.
- 4. ASTM D 4214 - Standard Test Methods for Evaluating the Degree of Chalking of Exterior Paint Films.

C. Underwriters Laboratories (UL):

1. UL 263 - Fire Tests of Building Construction and Materials.
2. UL 580 - Tests For Uplift Resistance of Roof Assemblies.
3. UL 790 - Standard Test Methods for Fire Tests of Roof Coverings.
4. UL 2218 - Impact Resistance of Prepared Roof Covering Materials.

1.3 ADMINISTRATIVE REQUIREMENTS

A. Pre-installation Meetings: Conduct pre-installation meeting to clarify Project requirements, substrate conditions, manufacturer's installation instructions and manufacturer's warranty requirements.

1.4 ACTION SUBMITTALS

A. Product Technical Data: For each type of product required, including manufacturer's preparation recommendations, storage and handling requirements, and recommended installation methods.

C. Shop Drawings: Showing methods of installation, plans, sections, elevations and details of roof and wall panels, specified loads, flashings, roof curbs, vents, sealants, interfaces with all materials not supplied by the metal panel system manufacturer, and identification of proposed component parts and their finishes. Do not proceed with fabrication prior to approval of shop drawings.

D. Samples: Selection and verification samples for finishes, colors and textures. Submit two complete sample sets of each type of panel, trim, clip and fastener required.

E. Certificates: Product certificates signed by manufacturer certifying materials comply with specified performance characteristics, criteria and physical requirements.

1.5 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: For installed products including maintenance methods and precautions against cleaning materials and methods detrimental to finishes and performance.

1.6 MAINTENANCE MATERIAL

A. Extra Materials: Deliver to Owner extra materials from same production run as products installed. Package products with protective covering and identify with descriptive labels. Comply with Division 01 Closeout Submittals Section.

1.8 DELIVERY, STORAGE AND HANDLING

A. General: Comply with manufacturer's current printed product storage recommendations.

B. Delivery: Deliver materials in manufacturer's original, unopened, undamaged containers with identification labels intact.

C. Storage: Store materials above ground, under waterproof covering, protected from exposure to harmful weather conditions and at temperature and humidity conditions recommended by manufacturer. Provide proper ventilation of metal panel system to prevent condensation build-up between each panel and trim or flashing component. Tilt stack to drain in wet conditions. Remove strippable plastic film before storage under high-heat conditions. Store products in manufacturer's unopened packaging until just prior to installation.

D. Handling: Exercise caution in unloading and handling metal panel system to prevent bending, warping, twisting and surface damage.

1.9 WARRANTY

A. Special Exposed Panel Finish Warranty: Manufacturer's standard form PVDF (Fluorocarbon) System Warranty for film integrity, chalk rating and fade rating in which manufacturer agrees to repair or replace panels that show evidence of deterioration within specified warranty period.

1. Deterioration shall include but is not limited to:

- a. Color fading of more than 5 Hunter units when tested according to ASTM D 2244.
- b. Chalking in excess of a No. 8 rating when tested according to ASTM D 4214.
- c. Cracking, checking, peeling or failure of paint to adhere to bare metal.

2. Warranty Period: Film integrity for 45 years and chalk and fade rating for 35 years from date of Substantial Completion.

3. Manufacturer's warranty may exclude surface deterioration due to physical damage and exposure to salt air environments.

C. Special Warranty: Installer's standard form in which installer agrees to repair or replace standing seam panels that fail due to poor workmanship or faulty installation within the specified warranty period.

1. Warranty Period: One year from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 ARCHITECTURAL METAL ROOF PANELS

A. Basis of Design Product: Subject to compliance with requirements provide Metal Sales Manufacturing Corporation; Image II.

B. Substitution Limitations: Approved Equal

C. Product Options:

1. Panel Coverage: [**12 inches (304.8 mm)**] [**16 inches (406.4 mm)**].
2. Rib Height: 1 inch (25.4 mm).
3. Material: Aluminum-zinc alloy-coated steel sheet, ASTM A 792, [**AZ50**] [**AZ55**] coating designation, structural quality, Grade 50, [**0.018-inch (0.46-mm)**] [**0.0236-inch (0.60-mm)**] minimum thickness.
4. Material: Aluminum sheet, ASTM B 209, 0.032 inch (0.813 mm) thick.
5. Minimum Roof Slope Capability: 3:12 over solid substrate.
6. Side Lap: Snap seamed.
7. Attachment: Concealed direct fastened panel.
8. Application: Designed for application over solid substrate.
9. Panel Surface Configuration: [**Striations**] [**Minor Ribs**].
10. Surface Finish: [**PVDF (Kynar 500 or Hylar 5000)**] [**MS Colorfast45**] [**Acrylic Coated Galvalume**].
11. Color: [**As selected by Architect from manufacturer's standard colors**] <Insert color>.
12. Fire Resistance Rating: Comply with UL 263 and UL 790 Class A Fire Resistance Ratings.
13. Impact Resistance: Comply with UL 2218, Class 4.
14. Water Infiltration: No leakage when tested according to Florida Building Code TAS 100.
15. Wind Uplift Resistance: Comply with UL 580, Class 90 Wind Uplift, Construction #529.

2.2 FIELD-INSTALLED THERMAL INSULATION

A. General: Refer to and coordinate with requirements in Division 07 - Thermal Insulation.

B. Products: Polyethylene Vapor Retarder

2.3 UNDERLAYMENT MATERIALS

2.6 SOURCE QUALITY CONTROL

A. Source: Obtain architectural metal roof panels, trim and other accessories from a single manufacturer.

B. Quality Control: Obtain architectural metal roof panels, trim and other accessories from a manufacturer capable of providing on-site technical support and installation assistance.

PART 3 - EXECUTION

3.5 ARCHITECTURAL METAL ROOF PANEL INSTALLATION

A. General: Comply with panel manufacturer's installation instructions including but not limited to special techniques, interface with other work, and integration of systems.

B. Fasten metal roof panels to supports with concealed clips at each standing-seam joint at location, spacing, and using proper fasteners as recommended by panel manufacturer.

3.6 ACCESSORY INSTALLATION

A. General: Install accessories using techniques recommended by manufacturer and which will assure positive anchorage to building and weather tight mounting. Provide for thermal movement. Coordinate installation with flashings and other components.

B. Flashing and Trim: Comply with performance requirements, manufacturer's written installation instructions, and the SMACNA "Architectural Sheet Metal Manual." Provide concealed fasteners where possible, and install units to true level. Install work with laps, joints, and seams that will be permanently watertight.

3.8 CLEANING

A. Remove temporary coverings and protection of adjacent work areas.

- B. Repair or replace any installed products that have been damaged.
- C. Clean installed panels in accordance with manufacturer's instructions prior to Owner's acceptance.
- D. Remove and lawfully dispose of construction debris from Project site.

3.9 PROTECTION

- A. Protect installed product and finish surfaces from damage during construction.

END OF SECTION 07 41 13 - METAL ROOF PANELS



**DILLON—
HUNT P.C.**

ARCHITECTURE
AND FACILITY
MANAGEMENT

261 GRAND AVENUE
GRAND JUNCTION,
CO. 81501
PHONE: (970) 242-3333 (FAX)
(970) 242-3333 (H/A)



PROJECT NAME
CD APPROVED BY

PROJECT NO. 8106
DATE REVISED 05-08-92
DATE DRAWN 11-12
DRAWN BY BLM
CHECKED BY J/S
SCALE 1/4" = 1'-0"
SHEET NO. 38243

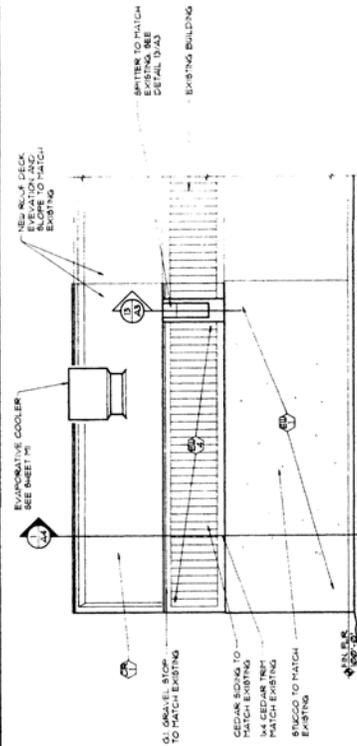
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GAME ROOM ADDITION
550 OURAY AVENUE

SHEET NO.

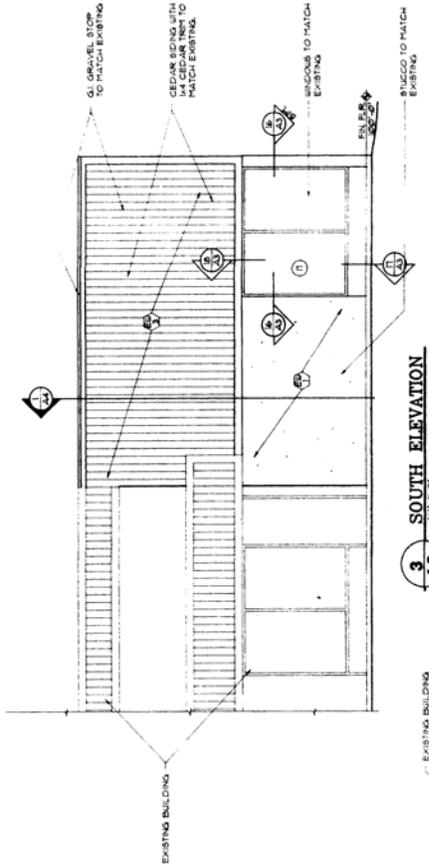
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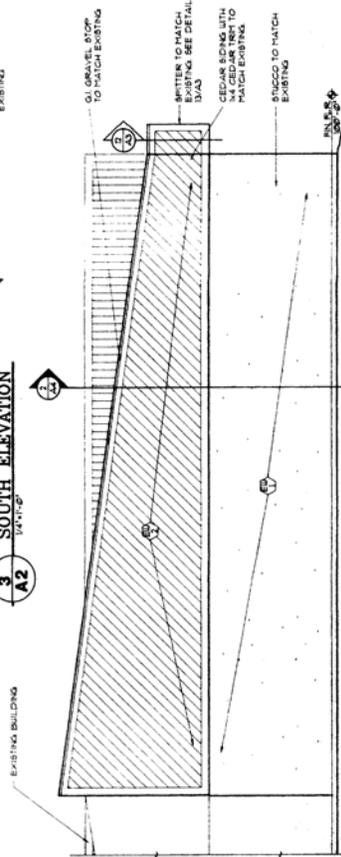
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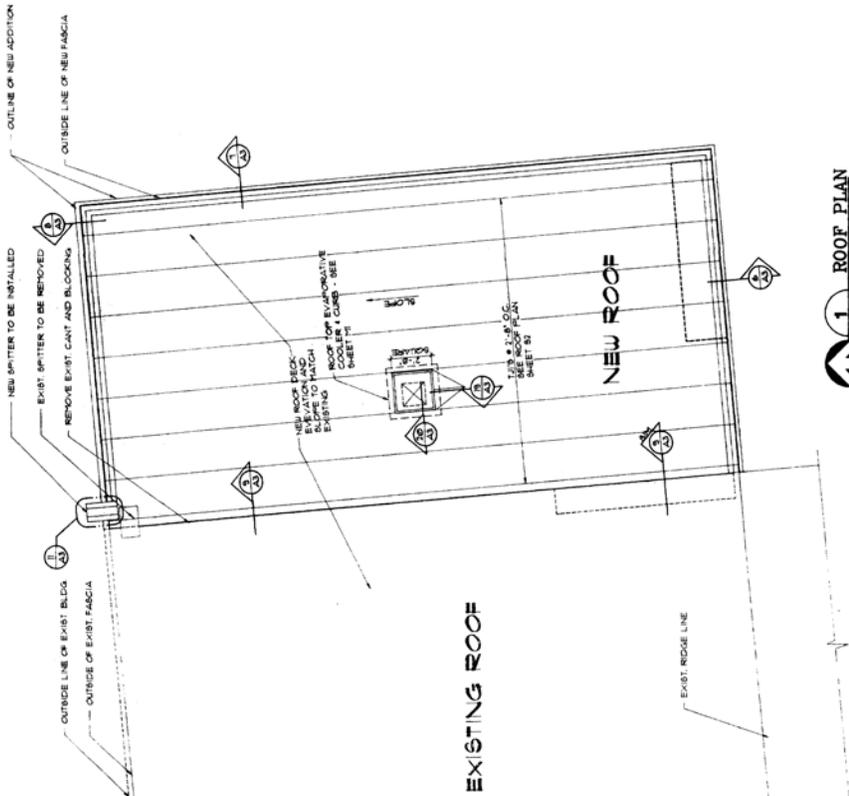
2 NORTH ELEVATION
1/4" = 1'-0"



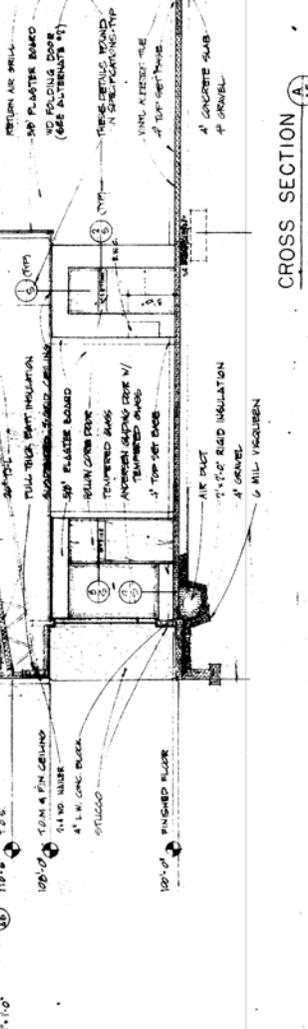
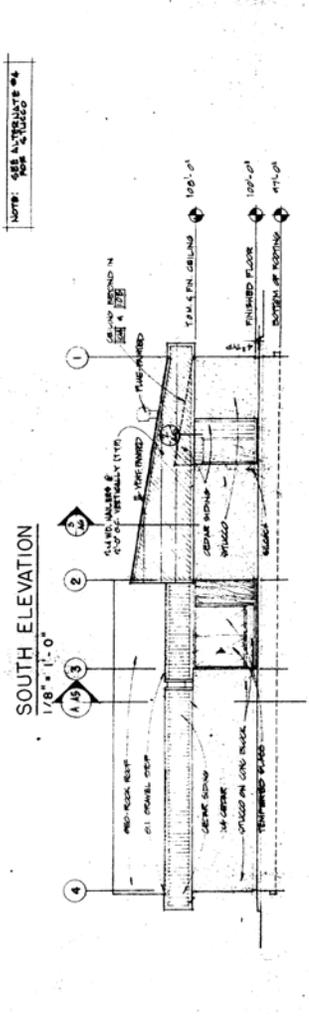
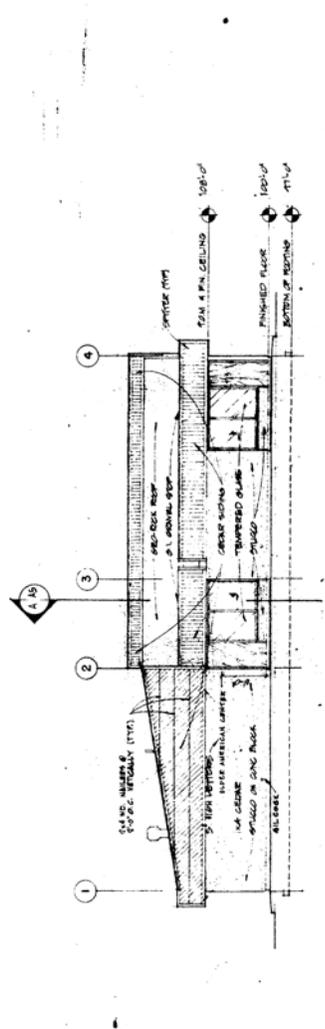
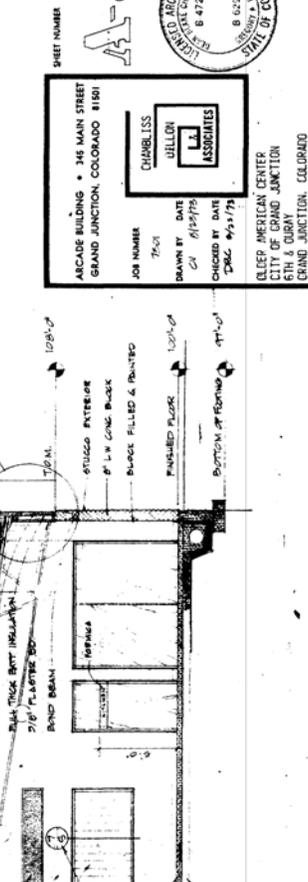
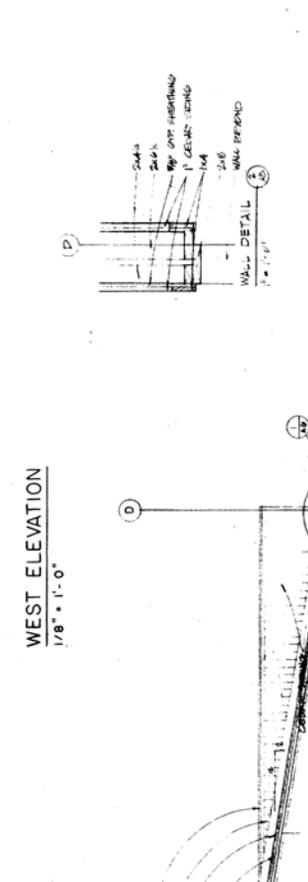
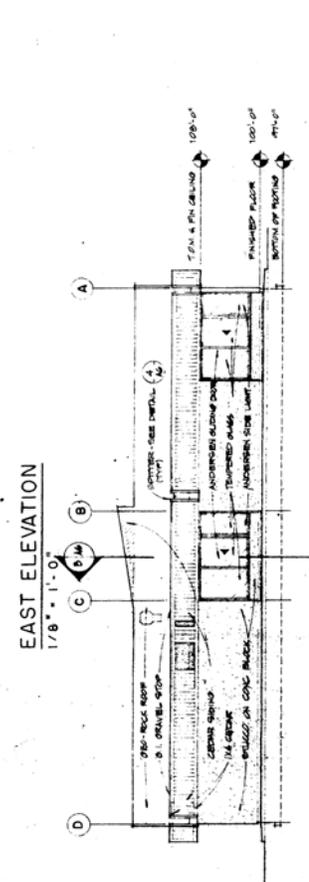
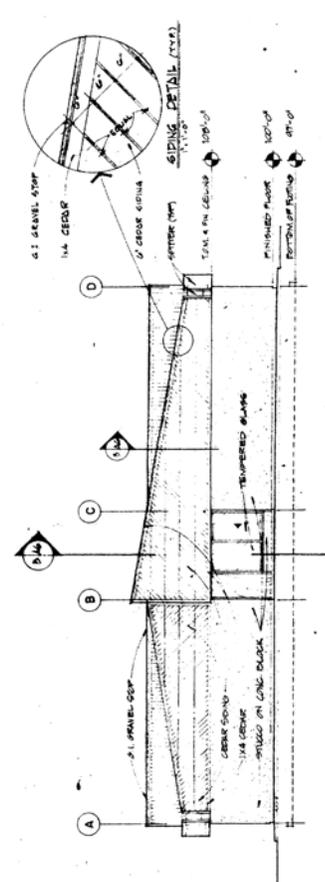
3 SOUTH ELEVATION
1/4" = 1'-0"



4 EAST ELEVATION
1/4" = 1'-0"



1 ROOF PLAN
1/4" = 1'-0"



ARCADIA BUILDING • 345 MAIN STREET
GRAND JUNCTION, COLORADO 81501

CHAMBLISS
WELDON
ASSOCIATES

JAN NUMBER: 7001
DRAWN BY: DATE: 01/15/79
CHECKED BY: DATE: 02/01/79
SCALE: 1/8" = 1'-0"

ELDER, AMERICAN CENTER
CITY OF GRAND JUNCTION
6TH & CURRY
GRAND JUNCTION, COLORADO
HARVEY ROSE, CITY MANAGER

ENCLOSURE
8-472
8-672
8-673
8-674

09101506.TIF

ATTACHMENT: FEDERAL REQUIREMENTS

FOR PROJECTS FUNDED IN WHOLE OR PART BY

COMMUNITY DEVELOPMENT BLOCK GRANTS

CERTIFICATE OF BIDDER
REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS:

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

If the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after the bid opening. No contract will be awarded unless such a report is submitted.

CERTIFICATE OF BIDDER

Name and address of bidder (including zip code):

1. Bidder has participated in a previous contract or subcontract subject to Equal Opportunity Clause.
_____ Yes _____ No

2. Compliance reports were required to be filed in connection with such a contract or subcontract.
_____ Yes _____ No _____ Not applicable

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.
_____ Yes _____ No _____ Not applicable

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?
_____ Yes _____ No

Submitted By: _____

Title: _____

Signature: _____

Date: _____

**REQUIRED FORMS FOR PROJECTS FUNDED IN WHOLE OR IN PART
BY COMMUNITY DEVELOPMENT BLOCK GRANT MONIES**

The work to be performed in this project is being funded, in whole or part, using Federal Community Development Block Grant (CDBG) monies. Federal procurement regulations require that the following items must be completed and submitted with your bid for consideration for contract award:

- A. Forms for Section 3 of the Housing and Urban Development Act of 1968:
 - Preliminary Statement of Work Force Needs
 - Affirmative Action Plan for Use of Project Area Businesses
 - Statement of Actual Work Force Needs

- B. Solicitation of Minority and Women Owned Business

- C. Contractor Ownership Information

- D. Subcontractor Ownership Information

Your completed forms shall be evaluated in assisting the City in determining responsiveness to federal regulatory compliance and may be used to determine whether or not the Contractor is responsible for the purposes of awarding the bid.

**CITY OF GRAND JUNCTION
COMMUNITY DEVELOPMENT BLOCK GRANT**

**PRELIMINARY STATEMENT OF WORK FORCE NEEDS
AND GOALS FOR USING LOWER INCOME RESIDENTS**

Project: _____

NOTE: Contractors shall, to the greatest extent possible, give lower income residents (individuals residing in the City having an annual family income not exceeding\$30,320) opportunities for employment and training on CDBG projects.

Please fill out the following employee information.

	CURRENT EMPLOYEES	CURRENT MINORITY EMPLOYEES	CURRENT FEMALE EMPLOYEES	ESTIMATED EMPLOYEES NEEDED FOR PROJECT	GOALS FOR RECRUITING LOWER- INCOME RESIDENTS
SKILLED					
SEMI-SKILLED					
UNSKILLED					
TRAINEE					

Methods to be used to achieve these goals: _____

(ATTACH ADDITIONAL PAGES IF NECESSARY)

SUBMITTED BY: _____

TITLE: _____

SIGNATURE: _____

COMPANY NAME: _____

DATE: _____

**CITY OF GRAND JUNCTION
COMMUNITY DEVELOPMENT BLOCK GRANT**

**STATEMENT OF ACTUAL WORK FORCE NEEDS
AND GOALS FOR USING LOWER INCOME RESIDENTS**

Project: _____

NOTE: Contractors shall, to the greatest extent possible, give lower income residents (individuals residing in the City having an annual family income not exceeding\$30,320) opportunities for employment and training on CDBG projects.

Please fill out the following employee information.

	CURRENT EMPLOYEES	CURRENT MINORITY EMPLOYEES	CURRENT FEMALE EMPLOYEES	ESTIMATED EMPLOYEES NEEDED FOR PROJECT	GOALS FOR RECRUITING LOWER-INCOME RESIDENTS
SKILLED					
SEMI-SKILLED					
UNSKILLED					
TRAINEE					

Methods to be used to achieve these goals: _____

(ATTACH ADDITIONAL PAGES IF NECESSARY)

SUBMITTED BY: _____

TITLE: _____

SIGNATURE: _____

COMPANY NAME: _____

DATE: _____

NOTE: This form is to be submitted to the City's Engineer fifteen (15) days after start of construction.

CITY OF GRAND JUNCTION
COMMUNITY DEVELOPMENT BLOCK GRANT

SOLICITATION OF MINORITY AND WOMEN OWNED BUSINESSES

Indicate below actions taken to solicit minority and women-owned businesses where subcontractors are used in completing the project.

Solicited the following Minority/Female Businesses:

_____	_____
Contractor Name	Phone

_____	_____
Individual Contacted	Date

_____	_____
Contractor Name	Phone

_____	_____
Individual Contacted	Date

_____	_____
Contractor Name	Phone

_____	_____
Individual Contacted	Date

_____	_____
Contractor Name	Phone

_____	_____
Individual Contacted	Date

_____	_____
Contractor Name	Phone

_____	_____
Individual Contacted	Date

SUBMITTED BY: _____

TITLE: _____

SIGNATURE: _____

COMPANY NAME: _____

DATE: _____

**CITY OF GRAND JUNCTION
COMMUNITY DEVELOPMENT BLOCK GRANT**

CONTRACTOR OWNERSHIP INFORMATION

Project Name: _____

1. Legal Business Name: _____

2. Legal Business Address, including Zip Code

3. 9 + digit Federal ID # of Business (or SS No. of Principle Owner)

4. Business DUNS Number (required with bid): _____

5. Attach proof of SAM Registration (required with bid). To register visit www.sam.gov/portal

6. Business owner, partners and/or officers

<u>Name</u>	<u>Title</u>	<u>Address</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

6. Indicate the Ethnicity or Race of the Principle Ownership of the Contractor:

_____ White _____ Black _____ Hispanic _____ Asian _____ Native American

7. Is the Contractor a Woman-Owned Business Enterprise? _____ Yes _____ No

The undersigned certify that the above information is true to the best of their knowledge.

Name of Owner or Authorized Representative

Date

**CITY OF GRAND JUNCTION
COMMUNITY DEVELOPMENT BLOCK GRANT**

SUBCONTRACTOR OWNERSHIP INFORMATION

Project Name: _____

1. Legal Business Name: _____

2. Legal Business Address, including Zip Code

3. 9 + digit Federal ID # of Business (or SS No. of Principle Owner)

4. Business DUNS Number (required with bid): _____

5. Attach proof of SAM registration (required with Bid). To register visit www.sam.gov/portal

6. Business owner, partners and/or officers

<u>Name</u>	<u>Title</u>	<u>Address</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

6. Indicate the Ethnicity or Race of the Principle Ownership of the Contractor:

_____ White _____ Black _____ Hispanic _____ Asian _____ Native American

7. Is the Contractor a Woman-Owned Business Enterprise? _____ Yes _____ No

The undersigned certify that the above information is true to the best of their knowledge.

Name of Owner or Authorized Representative

Date

ITEM F, PART I - FEDERAL REQUIREMENTS

The Contractor shall at all times during the execution of the project strictly adhere to, and comply with, all applicable federal, state and local laws, and their implementing regulations, as they currently exist and may hereafter be amended, which are incorporated herein by this reference as terms and conditions of the project and/or contract. The Contractor shall also comply with and require compliance with these statutes and regulations in sub-agreements permitted with sub-contractors. A listing of some of the federal laws that may be applicable to the Work include:

- A. Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60).
- B. The Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).
- C. The Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR Part 5).
- D. Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5)
- E. Standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h), Section 508 of the Clean Water Act (33 U.S.C. 1368). Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
- F. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).
- G. Office of Management and Budget Circulars A-87, A-21 or A-122, and A-102 or A-110, whichever is applicable, in accordance with U.S.C. and/or CFR.
- H. The Hatch Act (5 U.S.C. 1501-1508) and Public Law 95-454 Section 4728. These statutes state that federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally assisted programs.
- I. 42 USC 6101 et.seq. 42 USC 2000d, 29 USC 794, and implementing regulation, 45 CFR Part 80 et.seq. These acts require that no person shall, on the grounds of race, color, national origin, age, or handicap, be excluded from participation in or be subjected to discrimination in any program or activity funded, in whole or part, by federal funds.
- J. The Americans with Disabilities Act (Public Law 101-336; 42 USC 12101, 12102, 12111-12117, 12131-12134, 12141-12150, 12161-12165, 12181-12189, 12201-12213 47 USC 225 and 47 USC 611
- K. Drug-Free Workplace Act (Public Law 100-690 Title V, subtitle D, 41 USC 701 et. seq.).

- L. The Age Discrimination Act of 1975 and its implementing regulation, 24 CFR Part 146.
- M. Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794 as amended, and implementing regulation 45 CFR Part 84.
- N. Architectural Barriers Act, 42 U.S.C. 4151-4157; 24 CFR Parts 40 and 41.
- O. 24 CFR Part 85, concerning “Records retention, access to records, breach of contract and termination and bonding and insurance, Debarred contractors, and minority owned businesses”.
- P. Title VI of the Civil Rights Act of 1964 and implementing regulations.
- Q. 24 CFR Part 570; specifically including but not limited to 570.502, 503, 506 and 570.600 et. seq., sub-part K as applicable.
- R. 24 CFR Part 87 concerning “Lobbying.”

The Contractor shall include the foregoing provisions in any and all subcontract(s) and shall furthermore furnish certification/evidence of compliance to the City of its and any subcontractor’s compliance when requested by the City. Sanctions for non-compliance include but are not limited to withholding of payment and/or cancellation, termination, or suspension of the contract in whole or in part.

ITEM F, PART II -FEDERAL STATUTORY AND REGULATORY PROVISIONS

PURPOSE: The work to be performed under this Agreement is one an activity funded all or in part with federal Community Development Block Grant (CDBG) funds and is subject to applicable federal laws and regulations. This part contains the federal laws and regulations with which the CONTRACTOR/ SUBCONTRACTOR(S) is/are required to comply in the performance of the work. The contractual provisions of Special Provisions Item F Part II are made a part of the contract, and are hereby incorporated into this Agreement by this reference. In the event of any conflict in the provisions of this Part II and any other provisions not found in Part II, without specific statement of supersedure, the provisions of this Part II shall apply.

1. ACTIVITY RECORDS.

- a. Records to be Kept and Retention Period. Activity records shall be created and maintained by the CONTRACTOR, with respect to all matters covered by this Contract. Said records shall include, but are not limited to, accounting, purchasing, property, personnel, employment and fiscal matters relating to the project. Said records shall also include, but not be limited to, applicant, beneficiary, and employee information on race, age, sex, disability and familial status, if any. Such records concerning applicant and beneficiaries shall, in addition, include verifiable information on family address, family income (housing activities shall retain household income data which shall include income from all family members and other nonrelated members living in the household), and household size. All project records shall be retained by the CONTRACTOR for a period of three years after its receipt of the final payment of after all pending matters are closed, whichever date is later.
- b. Source Documentation. ALL CONTRACTOR costs, expenditures and obligations hereunder must be supported by such source documentation as cancelled checks, paid bills, payrolls, time and attendance records, contract and subcontract award documents or other documents showing in detail the nature of such costs and obligations.
- c. Record Accessibility. Any pertinent books, documents, papers, or other records pertaining in whole or in part to this contract on the project shall be clearly identified and be made readily accessible to the CITY, HUD, and Comptroller General of the U.S., or any of their duly authorized representatives, upon request therefore, for the purpose of making audits, reviews, evaluations, excerpts and transcriptions. At such times and in such

Form as may be required, the CONTRACTOR shall furnish to the CITY, HUD, or the Comptroller General of the U.S. any of the records, reports, data, information or other documents enumerated in this paragraph. The CONTRACTOR shall furnish such information at no cost.

2. ACCOUNTING AND FINANCIAL MANAGEMENT.

- a. Bonding Requirements. For all agreements involving construction work exceeding \$100,000, in addition to CITY requirements, the following items shall be required as a minimum to be submitted by the CONTRACTOR/SUBGRANTEE to the CITY as a condition of the

execution of this Agreement, a bid guarantee equivalent to five percent of the bid price, a performance bond for 100 percent of the agreement price, and a payment bond for 100 percent of the agreement price.

- b. Indirect Costs Prohibition. All costs to be reimbursed by the CITY to the CONTRACTOR shall be direct costs. Such direct costs shall be identified in an Activity Budget spelling out in detail the specific sources and uses of any funds to be expended under this Agreement. No indirect costs (activities that are incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objectives specifically benefited, without effort disproportionate to the results achieved shall be eligible for reimbursement, unless the CONTRACTOR/SUBGRANTEE already has a cost allocation plan meeting the Office of Management and Budget Circular, A-87 requirements, incorporated herein by reference and written documentation that the plan has been approved by HUD which shall also be incorporated herein by reference.

- c. Administrative Requirements and Cost Principles. CONTRACTOR, which is not governmental entities, shall comply with the requirements and standards of OMB Circular No. A-122, "Cost Principles for Non Profit Organizations", OMB Circular No. A-21 "Cost Principles for Educational Institutions," or 48 CFR Part 31 for for-profit organizations, and with the Attachment to OMB Circular No. A-110, as applicable.

FEDERAL LABOR STANDARDS PROVISIONS

U.S. Department of Housing Office of Labor Relations
Federal Labor Standards Provisions and Urban Development
Form HUD-4010 (07/2003)
Previous edition is obsolete Ref. Handbook 1344.1

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) **Minimum Wages.** All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
(2) The classification is utilized in the area by the construction industry; and
(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 12150140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination.

The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 12150140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. **Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime

contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) **Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR 5.5 (a)(3)(i) and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. **Apprentices and Trainees.** (i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be

paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 of this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: Whoever, for the purpose of . . . influencing in any way the action of such Administration... makes, utters or publishes any statement knowing the same to be false... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees.

No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a

territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable only where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 et seq.

(3) The Contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

DAVIS BACON WAGE RATE DETERMINATION

General Decision Number: CO170035 04/07/2017 CO35

Superseded General Decision Number: CO20160035

State: Colorado

Construction Type: Building

County: Mesa County

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date

0 01/06/2017

1 04/07/2017

ENGI0009-017 10/23/2013

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Crane)		
141 tons and over.....	\$ 25.97	9.15
50 tons and under.....	\$ 24.88	9.15
51 to 90 tons.....	\$ 25.04	9.15
91 to 140 tons.....	\$ 25.19	9.15

* IRON0024-009 01/01/2017

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 26.05	12.00

* IRON0024-010 01/01/2017

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 26.05	12.00

PAIN0079-009 08/01/2016

	Rates	Fringes
PAINTER (Spray).....	\$ 20.00	7.91

PLUM0003-009 06/01/2016

	Rates	Fringes
PLUMBER (Excludes HVAC Duct, Pipe and Unit Installation).....	\$ 38.43	15.19

 PLUM0208-009 06/01/2016

	Rates	Fringes
PIPEFITTER, Excludes HVAC Duct, Pipe and Unit Installation.....	\$ 36.03	13.39

 SHEE0009-006 07/01/2016

	Rates	Fringes
SHEET METAL WORKER (Includes HVAC Duct and Unit Installation; Excludes HVAC Pipe Installation).....	\$ 32.56	15.96

 SUCO2013-011 07/31/2015

	Rates	Fringes
BRICKLAYER.....	\$ 21.96	0.00
CARPENTER.....	\$ 20.53	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 21.44	10.23
ELECTRICIAN.....	\$ 25.63	9.51
INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation)	\$20.49	3.85
LABORER: Common or General.....	\$ 13.25	0.00
LABORER: Mason Tender - Brick...	\$ 15.99	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 16.00	0.00
LABORER: Pipelayer.....	\$ 16.96	3.68
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 20.78	5.78

OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 18.58	2.42
OPERATOR: Grader/Blade.....	\$ 21.50	0.00
PAINTER (Brush and Roller).....	\$ 19.56	2.05
PIPEFITTER (HVAC Pipe Install Only)	\$ 24.26	10.66
ROOFER.....	\$ 16.18	0.00
TRUCK DRIVER: Dump Truck.....	\$ 17.34	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers: A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination.

07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers: Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers: Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION