



STATE OF UTAH - DEPARTMENT OF ADMINISTRATIVE SERVICES

Division of Facilities Construction and Management

DFCM

**STANDARD LOW BID PROJECT
Project Budgets Over \$100,000**

July 14, 2009

**ADMINISTRATION BUILDING SKYLIGHT
IMPROVEMENTS
UTAH VALLEY UNIVERSITY
OREM, UTAH**

DFCM Project Number 09083790

WCA Engineering

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Current copies of the following documents are hereby made part of these contract documents by reference. These documents are available on the DFCM web site at <http://dfcm.utah.gov/StdDocs/index.html> "Reference Documents 1 - 6. Supplemental General Conditions" or are available upon request from DFCM:

DFCM Supplemental General Conditions dated July 1, 2009 *
DFCM Supplemental General Conditions dated July 15, 2008
DFCM General Conditions dated May 25, 2005
DFCM Application and Certification for Payment dated May 25, 2005.

*** NOTE: THE NEW SUPPLEMENTAL GENERAL CONDITIONS EFFECTIVE JULY 1, 2009 DEALING WITH HEALTH INSURANCE AND IMMIGRATION ARE REFERENCED AT THE LINK ABOVE.**

The Agreement and General Conditions dated May 25, 2005 have been updated from versions that were formally adopted and in use prior to this date. The changes made to the General Conditions are identified in a document entitled Revisions to General Conditions that is available on DFCM's web site at <http://dfcm.utah.gov>

NOTICE TO CONTRACTORS

Sealed bids will be received by the Division of Facilities Construction and Management (DFCM) for:

ADMINISTRATION BUILDING SKYLIGHT IMPROVEMENTS

UTAH VALLEY UNIVERSITY – OREM, UTAH

DFCM PROJECT NO: 09083790

Bids will be in accordance with the Contract Documents that will be available on **Tuesday, July 14, 2009** and distributed in electronic format only on CDs from DFCM, 4110 State Office Building, Salt Lake City, Utah and on the DFCM web page at <http://dfcm.utah.gov>. For questions regarding this project, please contact Michael Ambre, DFCM, at 801-209-9104. No others are to be contacted regarding this bidding process. The construction estimate for this project is \$280,000.00

A **mandatory** pre-bid meeting will be held at **8:00 AM on Tuesday, July 21, 2009** at UVU Administration Building (please meet outside the east side of the building). All bidders wishing to bid on this project are required to attend this meeting.

Bids will be received until the hour of **2:30 PM on Wednesday, July 29, 2009** at DFCM, 4110 State Office Building, Salt Lake City, Utah 84114. Bids will be opened and read aloud in the DFCM Conference Room, 4110 State Office Building, Salt Lake City, Utah. NOTE: Bids must be received at 4110 State Office Building by the specified time.

A bid bond in the amount of five percent (5%) of the bid amount, made payable to the Division of Facilities Construction and Management on DFCM's bid bond form, shall accompany the bid.

The Division of Facilities Construction and Management reserves the right to reject any or all bids or to waive any formality or technicality in any bid in the interest of DFCM.

DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT

Joanna Reese, Contract Coordinator

4110 State Office Building, Salt Lake City, Utah 84114

PROJECT DESCRIPTION

Remove old skylight system and replace with new skylights as specified. All submittals must be turned in and approved prior to bid. Please read all the specifications and submit all required information on skylight system.

**PROJECT SCHEDULE**

PROJECT NAME: ADMINISTRATION BUILDING SKYLIGHT IMPROVEMENTS
UTAH VALLEY UNIVERSITY – OREM, UTAH
DFCM PROJECT NO. 09083790

Event	Day	Date	Time	Place
Bidding Documents Available	Tuesday	July 14, 2009	12:00 PM	DFCM 4110 State Office Bldg SLC, UT and the DFCM web site *
Mandatory Pre-bid Site Meeting	Tuesday	July 21, 2009	8:00 AM	UVU Admin. Building (meet outside east side of building)
Last Day to Submit Questions	Thursday	July 23, 2009	2:00 PM	<i>Michael Ambre</i> – DFCM E-mail mambre@utah.gov Fax 801-538-3267
Addendum Deadline (exception for bid delays)	Monday	July 27, 2009	12:00 PM	DFCM web site *
Prime Contractors Turn In Bid and Bid Bond	Wednesday	July 29, 2009	2:30 PM	DFCM 4110 State Office Bldg SLC, UT
Sub-contractor List Due	Thursday	July 30, 2009	2:30 PM	DFCM 4110 State Office Bldg SLC, UT Fax 801-538-3677
Substantial Completion Date	Friday	October 23, 2009	5:00 PM	

* **NOTE:** DFCM's web site address is <http://dfcm.utah.gov>



STATE OF UTAH - DEPARTMENT OF ADMINISTRATIVE SERVICES

Division of Facilities Construction and Management

DFCM

BID FORM

NAME OF BIDDER _____ DATE _____

To the Division of Facilities Construction and Management
4110 State Office Building
Salt Lake City, Utah 84114

The undersigned, responsive to the "Notice to Contractors" and in accordance with the "Instructions to Bidders", in compliance with your invitation for bids for the **Administration Building Skylight Improvements – Utah Valley University - Orem, Utah – DFCM Project No. 09083790** and having examined the Contract Documents and the site of the proposed Work and being familiar with all of the conditions surrounding the construction of the proposed Project, including the availability of labor, hereby proposes to furnish all labor, materials and supplies as required for the Work in accordance with the Contract Documents as specified and within the time set forth and at the price stated below. This price is to cover all expenses incurred in performing the Work required under the Contract Documents of which this bid is a part:

I/We acknowledge receipt of the following Addenda: _____

For all work shown on the Drawings and described in the Specifications and Contract Documents, I/we agree to perform for the sum of:

_____ DOLLARS (\$_____)

(In case of discrepancy, written amount shall govern)

I/We guarantee that the Work will be Substantially Complete by October 23, 2009 should I/we be the successful bidder, and agree to pay liquidated damages in the amount of **\$250.00** per day for each day after expiration of the Contract Time as stated in Article 3 of the Contractor's Agreement.

This bid shall be good for 45 days after bid opening.

Enclosed is a 5% bid bond, as required, in the sum of _____

The undersigned Contractor's License Number for Utah is _____.

Upon receipt of notice of award of this bid, the undersigned agrees to execute the contract within ten (10) days, unless a shorter time is specified in the Contract Documents, and deliver acceptable Performance and Payment bonds in the prescribed form in the amount of 100% of the Contract Sum for faithful performance of the contract.

The Bid Bond attached, in the amount not less than five percent (5%) of the above bid sum, shall become the property of the Division of Facilities Construction and Management as liquidated damages for delay and additional expense caused thereby in the event that the contract is not executed and/or acceptable 100% Performance and Payment bonds are not delivered within the time set forth.

Type of Organization:

(Corporation, Partnership, Individual, etc.)

Any request and information related to Utah Preference Laws:

Respectfully submitted,

Name of Bidder

ADDRESS:

Authorized Signature

INSTRUCTIONS TO BIDDERS

1. Drawings and Specifications, Other Contract Documents

Drawings and Specifications, as well as other available Contract Documents, may be obtained as stated in the Invitation to Bid.

2. Bids

Before submitting a bid, each contractor shall carefully examine the Contract Documents, shall visit the site of the Work; shall fully inform themselves as to all existing conditions and limitations; and shall include in the bid the cost of all items required by the Contract Documents. If the bidder observes that portions of the Contract Documents are at variance with applicable laws, building codes, rules, regulations or contain obvious erroneous or uncoordinated information, the bidder shall promptly notify the DFCM Representative and the necessary changes shall be accomplished by Addendum.

The bid, bearing original signatures, must be typed or handwritten in ink on the Bid Form provided in the procurement documents and submitted in a sealed envelope at the location specified by the Invitation to Bid prior to the deadline for submission of bids.

A bid bond properly signed by a qualified surety, as indicated on the DFCM Bid Bond form provided along with this Instruction to Bidders, in the amount of 5% of the bid, shall accompany the bid submission to DFCM. **THIS BID BOND MUST BE ON THE DFCM BID BOND FORM PROVIDED WITH THIS INSTRUCTION TO BIDDERS IN ORDER TO BE CONSIDERED AN ACCEPTABLE BID** unless only one bid is received by DFCM, or the failure to comply with the bid bond requirements is determined by the Director of DFCM to be nonsubstantial based on the following:

- (a) the bid bond is submitted on a form other than DFCM's required Bid Bond form and the bid bond meets all other requirements including being issued by a surety firm authorized to do business in the State of Utah and be listed in the U.S. Department of the Treasury Circular 570, Companies Holding Certificates of Authority as Acceptable Securities on Federal Bonds and as Acceptable Reinsuring Companies for an amount not less than the amount of the bond to be issued. A co-surety may be utilized to satisfy this requirement; and
- (b) the contractor provides a bid bond properly signed by a qualified surety and on the required DFCM Bid Bond form by the close of business of the next succeeding business day after the DFCM notifies the bidder of the defective bid bond.

3. Contract and Bond

The Contractor's Agreement will be in the form found in the specifications. The Contract Time will be as indicated in the bid. The successful bidder, simultaneously with the execution of the Contract Agreement, will be required to furnish a performance bond and a payment bond, both bearing original signatures, upon the forms provided in the procurement documents. The performance and payment bonds shall be for an amount equal to one hundred percent (100%) of the contract sum and secured from a company that meets the requirements specified in the requisite forms. Any bonding requirements for subcontractors will be specified in the Supplementary General Conditions.

4. Listing of Subcontractors

Listing of Subcontractors shall be as summarized in the “Instructions and Subcontractor’s List Form”, which are included as part of these Contract Documents. The Subcontractors List shall be delivered to DFCM or faxed to DFCM at 801-538-3677 within 24 hours of the bid opening. Requirements for listing additional subcontractors will be listed in the Contract Documents.

DFCM retains the right to audit or take other steps necessary to confirm compliance with requirements for the listing and changing of subcontractors. Any contractor who is found to not be in compliance with these requirements is subject to a debarment hearing and may be debarred from consideration for award of contracts for a period of up to three years.

5. Interpretation of Drawings and Specifications

If any person or entity contemplating submitting a bid is in doubt as to the meaning of any part of the drawings, specifications or other Contract Documents, such person shall submit to the DFCM Project Manager a request for an interpretation thereof. The person or entity submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by addenda posted on DFCM’s web site at <http://dfcm.utah.gov>. Neither the DFCM nor A/E will be responsible for any other explanations or interpretations of the proposed documents. A/E shall be deemed to refer to the architect or engineer hired by DFCM as the A/E or Consultant for the Project.

6. Addenda

Addenda will be posted on DFCM’s web site at <http://dfcm.utah.gov>. Contractors are responsible for obtaining information contained in each addendum from the web site. Addenda issued prior to the submittal deadline shall become part of the bidding process and must be acknowledged on the bid form. Failure to acknowledge addenda may result in disqualification from bidding.

7. Award of Contract

The Contract will be awarded as soon as possible to the lowest, responsive and responsible bidder, based on the lowest combination of base bid and acceptable prioritized alternates, provided the bid is reasonable, is in the interests of the State of Utah to accept and after applying the Utah Preference Laws in U.C.A. Title 63, Chapter 56. DFCM reserves the right to waive any technicalities or formalities in any bid or in the bidding. Alternates will be accepted on a prioritized basis with Alternate 1 being highest priority, Alternate 2 having second priority, etc.

8. DFCM Contractor Performance Rating

As a contractor completes each DFCM project, DFCM, the architect/engineer and the using agency will evaluate project performance based on the enclosed “DFCM Contractor Performance Rating” form. The ratings issued on this project will not affect this project but may affect the award on future projects.

9. Licensure

The Contractor shall comply with and require all of its subcontractors to comply with the license laws as required by the State of Utah.

10. Permits

In concurrence with the requirements for permitting in the General Conditions, it is the responsibility of the Contractor to obtain the fugitive dust plan requirements from the Utah Division of Air Quality and the SWPPP requirements from the Utah Department of Environmental Quality and submit the completed forms and pay any permit fee that may be required for this specific project. Failure to obtain the required permit may result in work stoppage and/or fines from the regulating authority that will be the sole responsibility of the Contractor. Any delay to the project as a result of any such failure to obtain the permit or noncompliance with the permit shall not be eligible for any extension in the Contract Time.

11. Right to Reject Bids

DFCM reserves the right to reject any or all Bids.

12. Time is of the Essence

Time is of the essence in regard to all the requirements of the Contract Documents.

13. Withdrawal of Bids

Bids may be withdrawn on written request received from bidder prior to the time fixed for opening. Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

14. Product Approvals

Where reference is made to one or more proprietary products in the Contract Documents, but restrictive descriptive materials of one or more manufacturer(s) is referred to in the Contract Documents, the products of other manufacturers will be accepted, provided they equal or exceed the standards set forth in the drawings and specifications and are compatible with the intent and purpose of the design, subject to the written approval of the A/E. Such written approval must occur prior to the deadline established for the last scheduled addenda to be issued. The A/E's written approval will be in an issued addendum. If the descriptive material is not restrictive, the products of other manufacturers specified will be accepted without prior approval provided they are compatible with the intent and purpose of the design as determined by the A/E.

15. Financial Responsibility of Contractors, Subcontractors and Sub-subcontractors

Contractors shall respond promptly to any inquiry in writing by DFCM to any concern of financial responsibility of the contractor, subcontractor or sub-subcontractor.

16. Debarment

By submitting a bid, the Contractor certifies that neither it nor its principals, including project and site managers, have been, or are under consideration for, debarment or suspension, or any action that would exclude such from participation in a construction contract by any governmental department or agency. If the Contractor cannot certify this statement, attach to the bid a detailed written explanation which must be reviewed and approved by DFCM as part of the requirements for award of the Project.



Division of Facilities Construction and

INSTRUCTIONS AND SUBCONTRACTORS LIST FORM

The three low bidders, as well as all other bidders that desire to be considered, are required by law to submit to DFCM within 24 hours of bid opening a list of **ALL** first-tier subcontractors, including the subcontractor's name, bid amount and other information required by Building Board Rule and as stated in these Contract Documents, based on the following:

DOLLAR AMOUNTS FOR LISTING

PROJECTS UNDER \$500,000: ALL FIRST-TIER SUBS \$20,000 OR OVER MUST BE LISTED
PROJECTS \$500,000 OR MORE: ALL FIRST-TIER SUBS \$35,000 OR OVER MUST BE LISTED

- Any additional subcontractors identified in the bid documents shall also be listed.
- The DFCM Director may not consider any bid submitted by a bidder if the bidder fails to submit a subcontractor list meeting the requirements of State law.
- List subcontractors for base bid as well as the impact on the list that the selection of any alternate may have.
- Bidder may not list more than one subcontractor to perform the same work.
- If there are no subcontractors for the job that are required to be reported by State law (either because there are no subcontractors that will be used on the project or because there are no first-tier subcontractors over the dollar amounts referred to above), then you do not need to submit a sublist. If you do not submit a sublist, it will be deemed to be a representation by you that there are no subcontractors on the job that are required to be reported under State law. At any time, DFCM reserves the right to inquire, for security purposes, as to the identification of the subcontractors at any tier that will be on the worksite.

LICENSURE:

The subcontractor's name, the type of work, the subcontractor's bid amount, and the subcontractor's license number as issued by DOPL, if such license is required under Utah Law, shall be listed. Bidder shall certify that all subcontractors, required to be licensed, are licensed as required by State law. A subcontractor includes a trade contractor or specialty contractor and does not include suppliers who provide only materials, equipment, or supplies to a contractor or subcontractor.

'SPECIAL EXCEPTION':

A bidder may list 'Special Exception' in place of a subcontractor when the bidder intends to obtain a subcontractor to perform the work at a later date because the bidder was unable to obtain a qualified or reasonable bid under the provisions of U.C.A. Section 63A-5-208(4). The bidder shall insert the term 'Special Exception' for that category of work, and shall provide documentation with the subcontractor list describing the bidder's efforts to obtain a bid of a qualified subcontractor at a reasonable cost and why the bidder was unable to obtain a qualified subcontractor bid. The Director must find that the bidder complied in good faith with State law requirements for any 'Special Exception' designation, in order for the bid to be considered. If awarded the contract, the Director shall supervise the bidder's efforts to obtain a qualified subcontractor bid. The amount of the awarded contract may not be adjusted to reflect the actual amount of the subcontractor's bid. Any listing of 'Special Exception' on the sublist form shall also include amount allocated for that work.

GROUNDS FOR DISQUALIFICATION:

The Director may not consider any bid submitted by a bidder if the bidder fails to submit a subcontractor list meeting the requirements of State law. Director may withhold awarding the contract to a particular bidder if one or more of the proposed subcontractors are considered by the Director to be unqualified to do the Work or for

INSTRUCTIONS AND SUBCONTRACTORS LIST FORM
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such other reason in the best interest of the State of Utah. Notwithstanding any other provision in these instructions, if there is a good faith error on the sublist form, at the sole discretion of the Director, the Director may provide notice to the contractor and the contractor shall have 24 hours to submit the correction to the Director. If such correction is submitted timely, then the sublist requirements shall be considered met.

CHANGES OF SUBCONTRACTORS SPECIFICALLY IDENTIFIED ON SUBLIST FORM:

Subsequent to twenty-four hours after the bid opening, the contractor may change its listed subcontractors only after receiving written permission from the Director based on complying with all of the following criteria.

- (1) The contractor has established in writing that the change is in the best interest of the State and that the contractor establishes an appropriate reason for the change, which may include, but not is not limited to, the following reasons: the original subcontractor has failed to perform, or is not qualified or capable of performing, and/or the subcontractor has requested in writing to be released.
- (2) The circumstances related to the request for the change do not indicate any bad faith in the original listing of the subcontractors.
- (3) Any requirement set forth by the Director to ensure that the process used to select a new subcontractor does not give rise to bid shopping.
- (4) Any increase in the cost of the subject subcontractor work is borne by the contractor.
- (5) Any decrease in the cost of the subject subcontractor work shall result in a deductive change order being issued for the contract for such decreased amount.
- (6) The Director will give substantial weight to whether the subcontractor has consented in writing to being removed unless the Contractor establishes that the subcontractor is not qualified for the work.

EXAMPLE:

Example of a list where there are only four subcontractors:

TYPE OF WORK	SUBCONTRACTOR, "SELF" OR "SPECIAL EXCEPTION"	SUBCONTRACTOR BID AMOUNT	CONTRACTOR LICENSE #
ELECTRICAL	ABCD Electric Inc.	\$350,000.00	123456789000
LANDSCAPING	"Self" *	\$300,000.00	123456789000
CONCRETE (ALTERNATE #1)	XYZ Concrete Inc	\$298,000.00	987654321000
MECHANICAL	"Special Exception" (attach documentation)	Fixed at: \$350,000.00	(TO BE PROVIDED AFTER OBTAINING SUBCONTRACTOR)

* Bidders may list "self", but it is not required.

PURSUANT TO STATE LAW - SUBCONTRACTOR BID AMOUNTS CONTAINED IN THIS SUBCONTRACTOR LIST SHALL NOT BE DISCLOSED UNTIL THE CONTRACT HAS BEEN AWARDED.



SUBCONTRACTORS LIST
FAX TO 801-538-3677

PROJECT TITLE: _____

Caution: You must read and comply fully with instructions.

Table with 4 columns: TYPE OF WORK, SUBCONTRACTOR, 'SELF' OR 'SPECIAL EXCEPTION', SUBCONTRACTOR BID AMOUNT, CONT. LICENSE #

We certify that:

- 1. This list includes all subcontractors as required by the instructions, including those related to the base bid as well as any alternates.
2. We have listed 'Self' or 'Special Exception' in accordance with the instructions.
3. All subcontractors are appropriately licensed as required by State law.

FIRM: _____

DATE: _____

SIGNED BY: _____

NOTICE: FAILURE TO SUBMIT THIS FORM, PROPERLY COMPLETED AND SIGNED, AS REQUIRED IN THESE CONTRACT DOCUMENTS, SHALL BE GROUNDS FOR OWNER'S REFUSAL TO ENTER INTO A WRITTEN CONTRACT WITH BIDDER. ACTION MAY BE TAKEN AGAINST BIDDERS BID BOND AS DEEMED APPROPRIATE BY OWNER. ATTACH A SECOND PAGE IF NECESSARY.

CONTRACTOR'S AGREEMENT

FOR:

THIS CONTRACTOR'S AGREEMENT, made and entered into this ____ day of _____, 20__, by and between the DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT, hereinafter referred to as "DFCM", and _____, incorporated in the State of _____ and authorized to do business in the State of Utah, hereinafter referred to as "Contractor", whose address is _____.

WITNESSETH: WHEREAS, DFCM intends to have Work performed at _____.

WHEREAS, Contractor agrees to perform the Work for the sum stated herein.

NOW, THEREFORE, DFCM and Contractor for the consideration provided in this Contractor's Agreement, agree as follows:

ARTICLE 1. SCOPE OF WORK. The Work to be performed shall be in accordance with the Contract Documents prepared by _____ and entitled "_____."

The DFCM General Conditions ("General Conditions") dated May 25, 2005 and Supplemental General Conditions dated July 15, 2008 and July 1, 2009 ("also referred to as General Conditions") on file at the office of DFCM and available on the DFCM website, are hereby incorporated by reference as part of this Agreement and are included in the specifications for this Project. All terms used in this Contractor's Agreement shall be as defined in the Contract Documents, and in particular, the General Conditions.

The Contractor Agrees to furnish labor, materials and equipment to complete the Work as required in the Contract Documents which are hereby incorporated by reference. It is understood and agreed by the parties hereto that all Work shall be performed as required in the Contract Documents and shall be subject to inspection and approval of DFCM or its authorized representative. The relationship of the Contractor to the DFCM hereunder is that of an independent Contractor.

ARTICLE 2. CONTRACT SUM. The DFCM agrees to pay and the Contractor agrees to accept in full performance of this Contractor's Agreement, the sum of _____ DOLLARS AND NO CENTS (\$_____.00), which is the base bid, and which sum also includes the cost of a 100% Performance Bond and a 100%

CONTRACTOR'S AGREEMENT
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Payment Bond as well as all insurance requirements of the Contractor. Said bonds have already been posted by the Contractor pursuant to State law. The required proof of insurance certificates have been delivered to DFCM in accordance with the General Conditions before the execution of this Contractor's Agreement.

ARTICLE 3. TIME OF COMPLETION AND DELAY REMEDY. The Work shall be Substantially Complete by _____. Contractor agrees to pay liquidated damages in the amount of \$_____ per day for each day after expiration of the Contract Time until the Contractor achieves Substantial Completion in accordance with the Contract Documents, if Contractor's delay makes the damages applicable. The provision for liquidated damages is: (a) to compensate the DFCM for delay only; (b) is provided for herein because actual damages can not be readily ascertained at the time of execution of this Contractor's Agreement; (c) is not a penalty; and (d) shall not prevent the DFCM from maintaining Claims for other non-delay damages, such as costs to complete or remedy defective Work.

No action shall be maintained by the Contractor, including its or Subcontractor or suppliers at any tier, against the DFCM or State of Utah for damages or other claims due to losses attributable to hindrances or delays from any cause whatsoever, including acts and omissions of the DFCM or its officers, employees or agents, except as expressly provided in the General Conditions. The Contractor may receive a written extension of time, signed by the DFCM, in which to complete the Work under this Contractor's Agreement in accordance with the General Conditions.

ARTICLE 4. CONTRACT DOCUMENTS. The Contract Documents consist of this Contractor's Agreement, the Conditions of the Contract (DFCM General Conditions, Supplementary and other Conditions), the Drawings, Specifications, Addenda and Modifications. The Contract Documents shall also include the bidding documents, including the Invitation to Bid, Instructions to Bidders/ Proposers and the Bid/Proposal, to the extent not in conflict therewith and other documents and oral presentations that are documented as an attachment to the contract.

All such documents are hereby incorporated by reference herein. Any reference in this Contractor's Agreement to certain provisions of the Contract Documents shall in no way be construed as to lessen the importance or applicability of any other provisions of the Contract Documents.

ARTICLE 5. PAYMENT. The DFCM agrees to pay the Contractor from time to time as the Work progresses, but not more than once each month after the date of Notice to Proceed, and only upon Certificate of the A/E for Work performed during the preceding calendar month, ninety-five percent (95%) of the value of the labor performed and ninety-five percent (95%) of the value of materials furnished in place or on the site. The Contractor agrees to furnish to the DFCM invoices for materials purchased and on the site but not installed, for which the Contractor requests payment and agrees to

safeguard and protect such equipment or materials and is responsible for safekeeping thereof and if such be stolen, lost or destroyed, to replace same.

Such evidence of labor performed and materials furnished as the DFCM may reasonably require shall be supplied by the Contractor at the time of request for Certificate of Payment on account. Materials for which payment has been made cannot be removed from the job site without DFCM's written approval. Five percent (5%) of the earned amount shall be retained from each monthly payment. The retainage, including any additional retainage imposed and the release of any retainage, shall be in accordance with UCA 13-8-5 as amended. Contractor shall also comply with the requirements of UCA 13-8-5, including restrictions of retainage regarding subcontractors and the distribution of interest earned on the retention proceeds. The DFCM shall not be responsible for enforcing the Contractor's obligations under State law in fulfilling the retention law requirements with subcontractors at any tier.

ARTICLE 6. INDEBTEDNESS. Before final payment is made, the Contractor must submit evidence satisfactory to the DFCM that all payrolls, materials bills, subcontracts at any tier and outstanding indebtedness in connection with the Work have been properly paid. Final Payment will be made after receipt of said evidence, final acceptance of the Work by the DFCM as well as compliance with the applicable provisions of the General Conditions.

Contractor shall respond immediately to any inquiry in writing by DFCM as to any concern of financial responsibility and DFCM reserves the right to request any waivers, releases or bonds from Contractor in regard to any rights of Subcontractors (including suppliers) at any tier or any third parties prior to any payment by DFCM to Contractor.

ARTICLE 7. ADDITIONAL WORK. It is understood and agreed by the parties hereto that no money will be paid to the Contractor for additional labor or materials furnished unless a new contract in writing or a Modification hereof in accordance with the General Conditions and the Contract Documents for such additional labor or materials has been executed. The DFCM specifically reserves the right to modify or amend this Contractor's Agreement and the total sum due hereunder either by enlarging or restricting the scope of the Work.

ARTICLE 8. INSPECTIONS. The Work shall be inspected for acceptance in accordance with the General Conditions.

ARTICLE 9. DISPUTES. Any dispute, PRE or Claim between the parties shall be subject to the provisions of Article 7 of the General Conditions. DFCM reserves all rights to pursue its rights and remedies as provided in the General Conditions.

ARTICLE 10. TERMINATION, SUSPENSION OR ABANDONMENT. This Contractor's Agreement may be terminated, suspended or abandoned in accordance with the General Conditions.

ARTICLE 11. DFCM'S RIGHT TO WITHHOLD CERTAIN AMOUNT AND MAKE USE THEREOF. The DFCM may withhold from payment to the Contractor such amount as, in DFCM's judgment, may be necessary to pay just claims against the Contractor or Subcontractor at any tier for labor and services rendered and materials furnished in and about the Work. The DFCM may apply such withheld amounts for the payment of such claims in DFCM's discretion. In so doing, the DFCM shall be deemed the agent of Contractor and payment so made by the DFCM shall be considered as payment made under this Contractor's Agreement by the DFCM to the Contractor. DFCM shall not be liable to the Contractor for any such payment made in good faith. Such withholdings and payments may be made without prior approval of the Contractor and may be also be prior to any determination as a result of any dispute, PRE, Claim or litigation.

ARTICLE 12. INDEMNIFICATION. The Contractor shall comply with the indemnification provisions of the General Conditions.

ARTICLE 13. SUCCESSORS AND ASSIGNMENT OF CONTRACT. The DFCM and Contractor, respectively bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement, and to partners, successors, assigns and legal representatives of such other party with respect to all covenants, provisions, rights and responsibilities of this Contractor's Agreement. The Contractor shall not assign this Contractor's Agreement without the prior written consent of the DFCM, nor shall the Contractor assign any moneys due or to become due as well as any rights under this Contractor's Agreement, without prior written consent of the DFCM.

ARTICLE 14. RELATIONSHIP OF THE PARTIES. The Contractor accepts the relationship of trust and confidence established by this Contractor's Agreement and covenants with the DFCM to cooperate with the DFCM and A/E and use the Contractor's best skill, efforts and judgment in furthering the interest of the DFCM; to furnish efficient business administration and supervision; to make best efforts to furnish at all times an adequate supply of workers and materials; and to perform the Work in the best and most expeditious and economic manner consistent with the interests of the DFCM.

ARTICLE 15. AUTHORITY TO EXECUTE AND PERFORM AGREEMENT. Contractor and DFCM each represent that the execution of this Contractor's Agreement and the performance thereunder is within their respective duly authorized powers.

ARTICLE 16. ATTORNEY FEES AND COSTS. Except as otherwise provided in the dispute resolution provisions of the General Conditions, the prevailing party shall be entitled to reasonable attorney fees and costs incurred in any action in the District Court and/or appellate body to enforce this Contractor's Agreement or recover damages or any other action as a result of a breach thereof.

PERFORMANCE BOND

(Title 63, Chapter 56, U. C. A. 1953, as Amended)

That _____ hereinafter referred to as the "Principal" and _____, a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____ and authorized to transact business in this State and U. S. Department of the Treasury Listed (Circular 570, Companies Holding Certificates of Authority as Acceptable Securities on Federal Bonds and as Acceptable Reinsuring Companies); hereinafter referred to as the "Surety," are held and firmly bound unto the State of Utah, hereinafter referred to as the "Obligee," in the amount of _____ DOLLARS (\$) _____ for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Obligee, dated the _____ day of _____, 20____, to construct _____ in the County of _____, State of Utah, Project No. _____, for the approximate sum of _____ Dollars (\$ _____), which Contract is hereby incorporated by reference herein.

NOW, THEREFORE, the condition of this obligation is such that if the said Principal shall faithfully perform the Contract in accordance with the Contract Documents including, but not limited to, the Plans, Specifications and conditions thereof, the one year performance warranty, and the terms of the Contract as said Contract may be subject to Modifications or changes, then this obligation shall be void; otherwise it shall remain in full force and effect.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the state named herein or the heirs, executors, administrators or successors of the Owner.

The parties agree that the dispute provisions provided in the Contract Documents apply and shall constitute the sole dispute procedures of the parties.

PROVIDED, HOWEVER, that this Bond is executed pursuant to the Provisions of Title 63, Chapter 56, Utah Code Annotated, 1953, as amended, and all liabilities on this Bond shall be determined in accordance with said provisions to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____, 20_____.

WITNESS OR ATTESTATION:

PRINCIPAL:

By: _____ (Seal)

Title: _____

WITNESS OR ATTESTATION:

SURETY:

By: _____ (Seal)

Attorney-in-Fact

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 20____, personally appeared before me _____, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn, did say that he/she is the Attorney in-fact of the above-named Surety Company and that he/she is duly authorized to execute the same and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertakings and obligations, and that he/she acknowledged to me that as Attorney-in-fact executed the same.

Subscribed and sworn to before me this _____ day of _____, 20_____.

My commission expires: _____

Resides at: _____

NOTARY PUBLIC

Agency: _____
Agent: _____
Address: _____
Phone: _____

Approved As To Form: May 25, 2005
By Alan S. Bachman, Asst Attorney General

PAYMENT BOND

(Title 63, Chapter 56, U. C. A. 1953, as Amended)

KNOW ALL PERSONS BY THESE PRESENTS:

That _____ hereinafter referred to as the "Principal," and _____, a corporation organized and existing under the laws of the State of _____ authorized to do business in this State and U. S. Department of the Treasury Listed (Circular 570, Companies Holding Certificates of Authority as Acceptable Securities on Federal Bonds and as Acceptable Reinsuring Companies); with its principal office in the City of _____, hereinafter referred to as the "Surety," are held and firmly bound unto the State of Utah hereinafter referred to as the "Obligee," in the amount of _____ Dollars (\$ _____) for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Obligee, dated the _____ day of _____, 20____, to construct _____ in the County of _____, State of Utah, Project No. _____ for the approximate sum of _____ Dollars (\$ _____), which contract is hereby incorporated by reference herein.

NOW, THEREFORE, the condition of this obligation is such that if the said Principal shall pay all claimants supplying labor or materials to Principal or Principal's Subcontractors in compliance with the provisions of Title 63, Chapter 56, of Utah Code Annotated, 1953, as amended, and in the prosecution of the Work provided for in said Contract, then, this obligation shall be void; otherwise it shall remain in full force and effect.

That said Surety to this Bond, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or to the Work to be performed thereunder, or the specifications or drawings accompanying same shall in any way affect its obligation on this Bond, and does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to the Work or to the specifications or drawings and agrees that they shall become part of the Contract Documents.

PROVIDED, HOWEVER, that this Bond is executed pursuant to the provisions of Title 63, Chapter 56, Utah Code Annotated, 1953, as amended, and all liabilities on this Bond shall be determined in accordance with said provisions to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____, 20____.

WITNESS OR ATTESTATION:

PRINCIPAL:

By: _____ (Seal)

Title: _____

WITNESS OR ATTESTATION:

SURETY:

By: _____ Attorney-in-Fact (Seal)

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 20____, personally appeared before me _____, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn, did say that he/she is the Attorney-in-fact of the above-named Surety Company, and that he/she is duly authorized to execute the same and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertakings and obligations, and that he/she acknowledged to me that as Attorney-in-fact executed the same.

Subscribed and sworn to before me this _____ day of _____, 20____.

My commission expires: _____
Resides at: _____

NOTARY PUBLIC

Agency: _____
Agent: _____
Address: _____
Phone: _____

Approved As To Form: May 25, 2005
By Alan S. Bachman, Asst Attorney General



CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT _____ PROJECT NO: _____

AGENCY/INSTITUTION _____

AREA ACCEPTED _____

The Work performed under the subject Contract has been reviewed on this date and found to be Substantially Completed as defined in the General Conditions; including that the construction is sufficiently completed in accordance with the Contract Documents, as modified by any change orders agreed to by the parties, so that the State of Utah can occupy the Project or specified area of the Project for the use for which it is intended.

The DFCM - (Owner) accepts the Project or specified area of the Project as Substantially Complete and will assume full possession of the Project or specified area of the Project at _____ (time) on _____ (date).

The DFCM accepts the Project for occupancy and agrees to assume full responsibility for maintenance and operation, including utilities and insurance, of the Project subject to the itemized responsibilities and/or exceptions noted below:

The Owner acknowledges receipt of the following closeout and transition materials:

- As-built Drawings
- O & M Manuals
- Warranty Documents
- Completion of Training Requirements

A list of items to be completed or corrected (Punch List) is attached hereto. The failure to include an item on it does not alter the responsibility of the Contractor to complete all the Work in accordance with the Contract Documents, including authorized changes thereof. The amount of _____(Twice the value of the punch list work) shall be retained to assure the completion of the punch list work.

The Contractor shall complete or correct the Work on the list of (Punch List) items appended hereto within _____ calendar days from the above date of issuance of this Certificate. The amount withheld pending completion of the list of items noted and agreed to shall be: \$_____. If the list of items is not completed within the time allotted the Owner has the right to be compensated for the delays and/or complete the work with the help of independent contractor at the expense of the retained project funds. If the retained project funds are insufficient to cover the delay/completion damages, the Owner shall be promptly reimbursed for the balance of the funds needed to compensate the Owner.

_____ by: _____
CONTRACTOR (include name of firm) (Signature) DATE

_____ by: _____
A/E (include name of firm) (Signature) DATE

_____ by: _____
USING INSTITUTION OR AGENCY (Signature) DATE

_____ by: _____
DFCM (Owner) (Signature) DATE

**General Contractor Performance Rating Form**

Project Name:		DFCM Project#	
Contractor: (ABC Construction, John Doe, 111-111-1111)	A/E: (ABC Architects, Jane Doe, 222-222-2222)	Original Contract Amount:	Final Contract Amount:
DFCM Project Manager:		Contract Date:	
Completion Date:		Date of Rating:	

Rating Guideline	QUALITY OF PRODUCT OR SERVICES	COST CONTROL	TIMELINESS OF PERFORMANCE	BUSINESS RELATIONS
5-Exceptional	Contractor has demonstrated an exceptional performance level in any of the above four categories that justifies adding a point to the score. Contractor performance clearly exceeds the performance levels described as "Very Good"			
4-Very Good	Contractor is in compliance with contract requirements and/or delivers quality product/service.	Contractor is effective in managing costs and submits current, accurate, and complete billings	Contractor is effective in meeting milestones and delivery schedule	Response to inquiries, technical/service/administrative issues is effective
3-Satisfactory	Minor inefficiencies/errors have been identified	Contractor is usually effective in managing cost	Contractor is usually effective in meeting milestones and delivery schedules	Response to inquires technical/service/administrative issues is somewhat effective
2-Marginal	Major problems have been encountered	Contractor is having major difficulty managing cost effectively	Contractor is having major difficulty meeting milestones and delivery schedule	Response to inquiries, technical/service/administrative issues is marginally effective
1-Unsatisfactory	Contractor is not in compliance and is jeopardizing achievement of contract objectives	Contractor is unable to manage costs effectively	Contractor delays are jeopardizing performance of contract objectives	Response to inquiries, technical/service/administrative issues is not effective

1. Rate Contractors quality of workmanship, management of sub contractor performance, project cleanliness, organization and safety requirement.	Score
<u>Agency Comments:</u>	
<u>A & E Comments:</u>	
<u>DFCM Project Manager Comments:</u>	

2. Rate Contractor administration of project costs, change orders and financial management of the project budget.	Score
<u>Agency Comments:</u>	
<u>A & E Comments:</u>	
<u>DFCM Project Manager Comments:</u>	

3. Rate Contractor's performance and adherence to Project Schedule, delay procedures and requirements of substantial completion, inspection and punch-list performance.	Score
<u>Agency Comments:</u>	
<u>A & E Comments:</u>	
<u>DFCM Project Manager Comments:</u>	

4. Evaluate performance of contractor management team including project manager, engineer and superintendent also include in the rating team's ability to work well with owner, user agency and consultants.	Score
<u>Agency Comments:</u>	
<u>A & E Comments:</u>	
<u>DFCM Project Manager Comments:</u>	

5. Rate success of Contractor's management plan, completion of the plans mitigation of project risks and performance of value engineering concepts.	Score
<u>Agency Comments:</u>	
<u>A & E Comments:</u>	
<u>DFCM Project Manager Comments:</u>	

Signed by:	Date:	Mean Score
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Additional Comments:

Mike Ambre
DFCM
4130 State Office Building
Salt Lake City, Utah 84114

June 17th, 2009

Reference: UVSC Skylight, Administration Building

Mike,

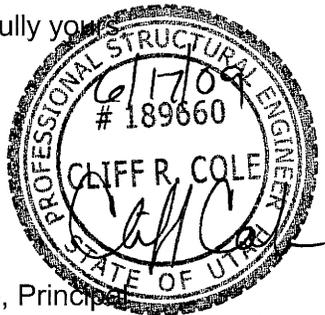
We have reviewed and approved the existing structure for the installation of new skylight at the UVSC administration building, no structural upgrade to the existing structure is required.

We have also reviewed the proposed connections of the new system to the existing structure and find them acceptable.

Our code of reference is the 2006 IBC structural sections.

If further information or clarification is required, please feel free to contact us at our office.

Respectfully yours,



Cliff Cole, Principal
WCA Structural Engineering inc.

SECTION 07 62 40**ALUMINUM FLASHING AND TRIM****PART 1 - GENERAL****1.1 SUMMARY**

- A. Includes But Not Limited To:
 - 1. Furnish and install aluminum flashing, counterflashing, and hold-down clips as described in Contract Documents.

PART 2 - PRODUCTS**2.1 SYSTEM**

- A. Manufacturers:
 - 1. Type Two Acceptable Manufacturers Of Metal:
 - a. Englert Inc, Perth Amboy, NJ www.englertinc.com.
 - b. Fabral, Lancaster, PA www.fabral.com.
 - c. Firestone Metal Products, Anoka, MN www.unaclad.com.
 - d. MBCI, Houston, TX www.mbc.com.
 - e. Metal Sales Manufacturing Corp, Sellersburg, IN www.mtlsales.com.
 - f. Petersen Aluminum Corp, Elk Grove, IL www.pac-clad.com.
 - g. Ryerson, Chicago, IL www.ryerson.com.
 - h. Equal as approved by Architect before installation.
- B. Materials:
 - 1. Sheet Aluminum:
 - a. 3105-H25 alloy.
 - 1) Flashing And Counterflashing: **0.040 inch** thick minimum.
 - 2) Hold-Down Clips: **0.050 inch** thick minimum.
 - b. Finish:
 - 1) Unexposed: Mill finish.
 - 2) Exposed To View:
 - a) Face coating of polyvinylidene Fluoride (PVF₂) Resin-base finish (Kynar 500 or Hylar 5000) containing 70 percent minimum PVF₂ in resin portion of formula. Thermo-cured two coat system consisting of corrosion inhibiting epoxy primer and top coat factory applied over properly pre-treated metal.
 - b) Color as selected by Architect from Manufacturer's standard colors.
- C. Fabrication:
 - 1. Form accurately to details.
 - 2. Profiles, bends, and intersections shall be even and true to line.
 - 3. Fold exposed edges **1/2 inch** to provide stiffness.

2.2 ACCESSORY PRODUCTS

- A. Screws, Bolts, Nails, And Accessory Fasteners: Of strength and type consistent with function.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Slope to provide positive drainage.
- B. Provide sufficient hold down clips to insure true alignment and security against wind.
- C. Install with 4 inch minimum overlap.
- D. Bed overlap joints in appropriate sealant specified in Section 07 9213.
- E. Form and lap step flashings.
- F. Allow sufficient tolerance for expansion and contraction.
- G. Insulate work to prevent electrolytic action.

3.2 CLEANING

- A. Leave metals clean and free of defects, stains, and damaged finish.

END OF SECTION

SECTION 07 92 13**ELASTOMERIC JOINT SEALANTS****PART 1 - GENERAL****1.1 SUMMARY**

- A. Includes But Not Limited To:
 - 1. Furnish and install sealants not specified to be furnished and installed under other Sections.
 - 2. Quality of sealants to be used on Project not specified elsewhere, including submittal, material, and installation requirements.
- B. Related Requirements:
 - 1. Removing existing sealants specified in Sections where work required.
 - 2. Furnishing and installing of sealants is specified in Sections specifying work to receive new sealants.

1.2 SUBMITTALS

- A. Action Submittals:
 - 1. Product Data:
 - a. Manufacturer's literature and installation recommendations for each Product.
 - b. Schedule showing joints requiring sealants. Show also backing and primer to be used.
- B. Informational Submittals:
 - 1. Manufacturer Report: Certificate from Manufacturer indicating date of manufacture.

1.3 DELIVERY, STORAGE, AND HANDLING

- A. Handle to prevent inclusion of foreign matter, damage by water, or breakage.
- B. Deliver and keep in original containers until ready for use.
- C. Store in a cool place, but never under 40 deg F 4 deg C.

PART 2 - PRODUCTS**2.1 SYSTEMS**

- A. Manufacturers:
 - 1. Manufacturer Contact List:
 - a. Dow Corning Corp, Midland, MI www.dowcorning.com.

- b. GE Sealants & Adhesives, Huntersville, NC www.gesealants.com.
- c. Laticrete International Inc, Bethany, CT www.laticrete.com.
- d. Sherwin-Williams, Cleveland, OH www.sherwin-williams.com.
- e. Sika Corporation, Lyndhurst, NJ www.sikaconstruction.com.
- f. Tremco, Cleveland, OH www.tremcosealants.com.

B. Materials:

1. Sealants provided shall meet Manufacturer's shelf-life requirements.
2. Sealants At Exterior Building Elements:
 - a. Joints and cracks around windows/skylights.
 - b. Wall penetrations.
 - c. Connections.
 - d. Parapet caps.
 - e. Other joints necessary to seal off building from outside air and moisture.
 - f. Category Four Approved Products. See Section 01 6200 for definitions of Categories.
 - 1) Dow Corning:
 - a) Primer: 1200.
 - b) Sealant: 791.
 - 2) GE Sealants & Adhesives:
 - a) Primer: SS4044.
 - b) Sealant: Silpruf SCS 2000.
 - 3) Tremco:
 - a) Primer:
 - (1) Metal: No. 20.
 - (2) Other: No. 23.
 - b) Sealant: Spectrum 1.
3. General Interior Sealants:
 - a. Inside perimeters of windows.
 - b. Miscellaneous gaps between substrates.
 - c. Category Four Approved Product. See Section 01 6200 for definitions of Categories.
 - 1) Tub, Tile, And Ceramic Silicone Sealant by Dow Corning.
 - 2) GE Silicone II - Kitchen & Bath with BioSeal by GE Sealants & Adhesives.
 - 3) Latisil Sealant by Laticrete.
 - 4) Pro-Select Kitchen And Bath Silicone Sealant by Sherwin Williams.
 - 5) Tremsil 200 by Tremco.
4. Color: As selected by Architect from Manufacturer's standard colors.

2.2 ACCESSORY PRODUCTS

- A. Backing: Flexible closed cell, non-gassing polyurethane or polyolefin rod or bond breaker tape as recommended by Sealant Manufacturer for joints being sealed.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Remove existing sealants where specified. Surfaces shall be clean, dry, and free of dust, oil, grease, dew, or frost.
- B. Apply primer, if required.
- C. Joint Backing:
 - 1. Rod for open joints shall be at least 1-1/2 times width of open joint and of thickness to give solid backing. Backing shall fill up joint so depth of sealant bite is no more than **3/8 inch 10 mm** deep.
 - 2. Apply bond-breaker tape in shallow joints as recommended by Sealant Manufacturer.

3.2 APPLICATION

- A. Do not use damaged or deteriorated materials.
- B. Apply sealant with hand-calking gun with nozzle of proper size to fit joints. Use sufficient pressure to insure full contact to both sides of joint to full depth of joint. Apply sealants in vertical joints from bottom to top.
- C. Tool joints immediately after application of sealant if required to achieve full bedding to substrate or to achieve smooth sealant surface. Tool joints in opposite direction from application direction, i.e., in vertical joints, from the top down. Do not 'wet tool' sealants.
- D. Depth of sealant bite shall be **1/4 inch** minimum and **1/2 inch** maximum, but never more than one half or less than one fourth joint width.
- E. Do not apply calking at temperatures below **40 deg F**.
- F. Calk gaps between painted or coated substrates and unfinished or pre-finished substrates. Calk gaps larger than **3/16 inch** between painted or coated substrates.

3.3 CLEANING

- A. Clean adjacent materials, which have been soiled, immediately (before setting) as recommended by Manufacturer.

END OF SECTION

SECTION 08 45 23

INSULATED TRANSLUCENT FIBERGLASS SANDWICH PANEL SKYLIGHT SYSTEM

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes the insulated translucent sandwich panel skylight system as shown and specified. Work includes providing and installing:

1. Flat factory prefabricated structural insulated translucent sandwich panels.
2. Aluminum installation system.
3. Aluminum flashing attached to skylights.

B. Related Sections:

1. Flashing and Sheet Metal: Section 07 62 40
2. Sealants: Section 07 92 13

1.2 SUBMITTALS

A. Submit manufacturer's product data. Include construction details, material descriptions, profiles and finishes of skylight components.

B. Submit shop drawings. Include plans, details, dimensions and attachments to other work.

C. Submit manufacturer's color charts showing the full range of colors available for factory finished aluminum.

D. Submit Installer Certificate, signed by installer, certifying compliance with project qualification requirements.

E. Submit product test reports from a qualified independent testing agency indicating each type and class of skylight panel system complies with the project performance requirements, based on comprehensive testing of current products. Previously completed test reports will be acceptable if for current manufacturer and indicative of products used on this project.

1. Test reports required are:

- a. Flame Spread and Smoke Developed (UL 723) – Submit UL Card
- b. Burn Extent (ASTM D-635)
- c. Color Difference (ASTM D-2244)
- d. Abrasion/Erosion Resistance (ASTM D-4060)

- e. Impact Strength (UL 972)
- f. Bond Tensile Strength (ASTM C-297 after aging by ASTM D-1037)
- g. Bond Shear Strength (ASTM D-1002)
- h. Beam Bending Strength (ASTM E-72)
- i. Bond Shear Strength (ASTM D-1002)
- j. NFRC System Certification
- k. Condensation Resistance Factor (AAMA 1503)
- l. Class A Roof Covering Burning Brand (ASTM E108)

F. Submit current documentation indicating regular, independent quality control monitoring under a nationally recognized building code review and listing program.

1.3 QUALITY ASSURANCE

A. Manufacturer's Qualifications

1. Material and products shall be manufactured by a company continuously and regularly employed in the manufacture of specified materials for a period of at least ten (10) consecutive years and which can show evidence of those materials being satisfactorily used on at least six (6) projects of similar size, scope and location. At least three (3) of the projects shall have been in successful use for ten (10) years or longer.
2. Skylight system must be listed by the International Code Council – Evaluation Service (ICC-ES) which requires quality control inspections and fire, structural and water infiltration testing of sandwich panel systems by an approved agency.
 - a. ICC-ES Report must include all components of the product that is bid, i.e. thermal break, current face sheet manufacturer, etc.
3. Quality control inspections and required testing shall be conducted at least once each year and shall include manufacturing facilities, sandwich panel components and production sandwich panels for conformance with “Acceptance Criteria for Sandwich Panels” as regulated by the ICC-ES.

B. Installer’s Qualifications: Installation shall be by an experienced installer, which has been in the business of installing specified skylight systems for at least five (5) consecutive years and can show evidence of satisfactory completion of projects of similar size, scope and type.

C. Performance Requirements: The manufacturer shall be responsible for the configuration and fabrication of the complete skylight panel system.

1. When requested, include structural analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

2. Structural Loads: Provide system capable of handling the following loads when supporting full dead load:

- a. Live Load: 100 lbs per sq. ft.
- b. Wind Load: 25 lbs per sq. ft.

1.4 DELIVERY STORAGE AND HANDLING

A. Deliver skylight system, components and materials in manufacturer's standard protective packaging.

B. Store skylight panels on the long edge, several inches above the ground, blocked and under cover in accordance with manufacturer's storage and handling instructions.

1.5 WARRANTY

A. Submit manufacturer's and installer's written warranty agreeing to repair or replace skylight system work which fails in materials or workmanship within one (1) year of the date of delivery. Failure of materials or workmanship shall include leakage, excessive deflection, deterioration of finish on metal in excess of normal weathering and defects in accessories, insulated translucent sandwich panels and other components of the work. (Contact local representative for extended warranty periods.)

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. All manufacturers must meet all criteria of this specification. Variations from this specification shall be deemed non-responsive. Critical areas shall be

1. Current ICC-ES Report on complete system, showing all criteria for sandwich panel construction as per the quality assurance stated above.
2. Condensation Resistance Factors
3. Erosion Resistance through tests meeting ASTM D-4060
4. Structural Calculations on thermally broken panel
5. Minimum of a 1" thermal break on the panel grid system
6. Insulation values of .05 U-factor with a light transmission of 15%.
7. Compliance with face sheet requirements
8. Complete system shall have an NFRC certification of .13

2.2 PANEL COMPONENTS

A. Face Sheets

1. Translucent faces: Manufactured from glass fiber reinforced thermoset resins, formulated specifically for architectural use.

a. Thermoplastic (e.g. polycarbonate, acrylic) faces are not acceptable.

2. Flammability of interior face sheets:

a. Flamespread: Underwriters Laboratories (UL) listed, which requires periodic unannounced retesting, with flamespread rating no greater than 50 (20) and smoke developed no greater than 250 (200) when tested in accordance with UL 723.

b. Burn extent by ASTM D-635 shall be no greater than 1”.

c. Face sheets shall not deform, deflect or drip when subjected to fire or flame.

d. Face sheets shall not delaminate when exposed to 200°F for 30 minutes per IBC and NBC (300°F for 25 minutes per UBC and SBC).

3. Weatherability of exterior face sheets:

a. Color stability: Full thickness of the exterior face sheet shall not change color more than 3.0 (7.0) CIE Units DELTA E by ASTM D-2244 after 5 years (30 months) outdoor South Florida weathering at 5 degrees facing south, determined by the average of at least three (3) white samples with and without a protective film or coating to ensure long-term color stability. Color stability shall be unaffected by abrasion or scratching.

b. Erosion barrier: Exterior face shall have a permanent glass erosion barrier embedded beneath the surface to provide long-term resistance to reinforcing fiber exposure. Exterior face surface loss shall not exceed .7 mils and 40 mgs when tested in accordance with ASTM D-4060 employing CS17 abrasive wheels at a head load of 500 grams for 1000 cycles. Sacrificial surface films or coatings are not acceptable erosion barriers.

4. Appearance:

a. Exterior face sheets: Smooth, 0.070” thick and Crystal in color.

b. Interior face sheets: Smooth, 0.045” thick and White in color.

c. Face sheets shall not vary more than +/- 10% in thickness and be uniform in color.

5. Strength: Exterior face sheet shall be uniform in strength, impenetrable by hand held pencil and repel an impact equal to 70 (230) ft. lbs. without fracture or tear when impacted by a 3-1/4” diameter, 5 lb. free-falling ball per UL 972.

B. Grid Core

1. Thermally broken I-beam grid core shall be of 6063-T6 or 6005-T5 alloy and temper with provisions for mechanical interlocking of muntin-mullion

and perimeter. Width of I- beam shall be no less than 7/16". The I-beam grid shall be machined to tolerances of not greater than +/- .002".

2. Thermal break: Minimum 1".

C. Laminate Adhesive

1. Heat and pressure resin type adhesive engineered for structural sandwich panel use, with minimum 25-years field use. Adhesive shall pass testing requirements specified by the International Code Council "Acceptance Criteria for Sandwich Panel Adhesives."

2. Minimum tensile strength of 750 PSI when the panel assembly is tested by ASTM C-297 after two (2) exposures to six (6) cycles each of the aging conditions prescribed by ASTM D-1037.

3. Minimum shear strength of the panel adhesive by ASTM D-1002 after exposure to five (5) separate conditions:

a. 50% Relative Humidity at 73° F: 540 PSI

b. 182° F: 100 PSI

c. Accelerated Aging by ASTM D-1037 at room temperature: 800 PSI

d. Accelerated Aging by ASTM D-1037 at 182° F: 250 PSI

e. 500 Hour Oxygen Bomb by ASTM D-572: 1400 PSI

2.3 PANEL CONSTRUCTION

A. Provide sandwich panels of flat fiberglass reinforced translucent face sheets laminated to a grid core of mechanically interlocking thermally broken (aluminum) I-beams. The adhesive bonding line shall be straight, cover the entire width of the I-beam and have a neat, sharp edge.

1. Thickness: 2-3/4"

2. Light transmission: 15%

3. Solar heat gain coefficient: .11.

4. U-factor by NFRC certified laboratory: 0.05 thermally

a. Complete insulated panel system shall have NFRC certified U-factor of .13.

5. Grid pattern: Nominal 8" x 20" shoji.

B. Panels shall deflect no more than 1.9" at 30 psf in 10'-0" span without a supporting frame by ASTM E-72.

C. Panels shall withstand 1200°F fire for minimum one (1) hour without collapse or exterior flaming.

D. Thermally broken panels:

1. Minimum Condensation Resistance Factor of 80 by AAMA 1503 measured on the bond line.

2. Minimum CRF of 90 at center of grid cell.

E. Skylight system shall pass Class A Roof Burning Brand Test by ASTM E108.

2.4 BATTENS AND PERIMETER CLOSURE SYSTEMS

A. Closure system: Extruded aluminum 6063-T6 and 6063-T5 alloy and temper clamp-tite screw type closure system.

1. Skylight perimeter closures shall be factory sealed to panels

B. Sealing tape: Manufacturer's standard, pre-applied to closure system at the factory under controlled conditions.

C. Fasteners: 300 series stainless steel screws for aluminum closures, excluding final fasteners to the building.

D. Finish: Exposed aluminum to be manufacturer's factory applied finish that meets the performance requirements of AAMA 2604.

1. Color to be selected from manufacturer's standard colors.

PART 3 - EXECUTION

3. EXAMINATION

A. Examine substrates, supporting structure and installation conditions. Do not proceed with skylight erection until unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Metal Protection:

1. Where aluminum will contact dissimilar metals, protect against galvanic action by painting contact surfaces with primer or by applying sealant or tape recommended by manufacturer for this purpose.

2. Where aluminum will contact concrete or masonry, protect against corrosion by painting contact surfaces with bituminous paint or method recommended by manufacturer.

3. Where aluminum will contact pressure-treated wood, separate dissimilar materials by methods recommended by manufacturer.

3.3 INSTALLATION

A. Install the skylight system in accordance with the manufacturer's installation recommendations and approved shop drawings.

1. Anchor component parts securely in place by permanent mechanical attachment system.

2. Accommodate thermal and mechanical movements.

3. Set sill and curb members in a full bed of sealant compound, or with joint fillers or gaskets to provide weather-tight construction.

B. Install joint sealants at perimeter joints and within the skylight system in accordance with manufacturer's installation instructions.

3.4 FIELD QUALITY CONTROL

A. Water Test: Test skylights according to procedures in AAMA 501.2.

B. Repair or replace work that does not pass testing or that is damaged by testing and retest work.

3.5 CLEANING

A. Clean the skylight system inside and outside, immediately after installation, according to manufacturer's written recommendations.

(E) EMBEDDED REGLET

(N) ALUM. FLASHING

(N) STANDARD FLASHING
BY PANEL MANUF.

(N) TRANSLUCENT
PANEL SYSTEM

NEW 3x3x3/16" CONT. BENT PLATE
WITH 5/8"Ø DRILL AND EPOXY
ANCHORS @ 32"O.C. WITH 6" MIN.
EMBEDMENT

(E) 2"x6" HM RAFTER TS

(E) 2"x6" HM HEAD

9 3/4"
2 1/4"

(E) ANGLE

(E) EMBEDDED
SUPPORT



442 North Main Street, Suite 200
Bountiful, Utah 84010
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PROJECT:

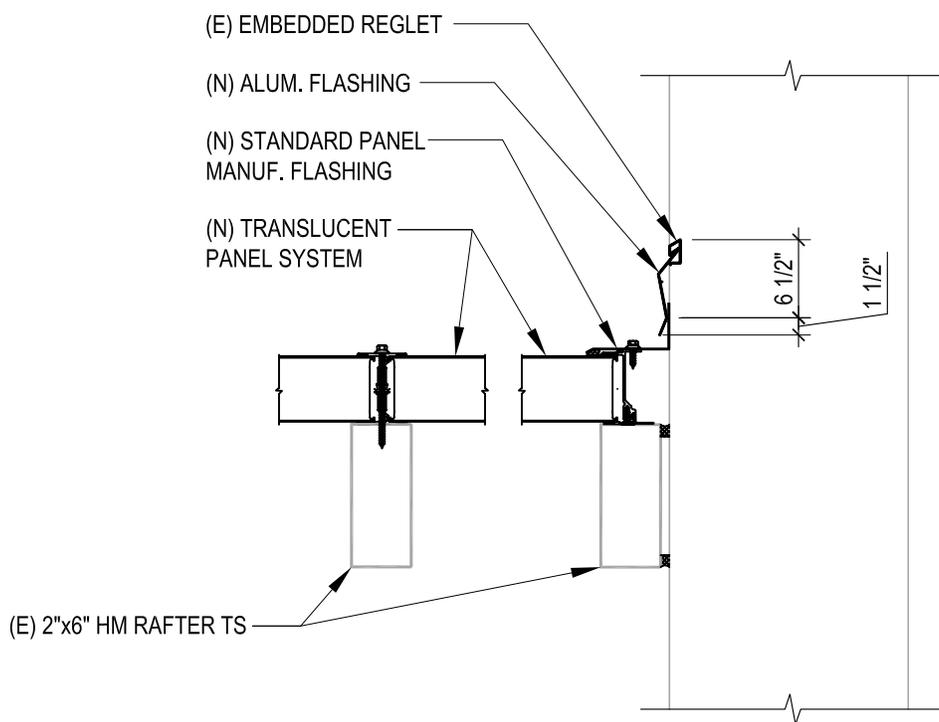
BROWNING ADMIN. SKYLIGHTS
UTAH STATE COMMUNITY COLLEGE OREM, UTAH

PROJECT NUMBER:
09067

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SHEET NUMBER:

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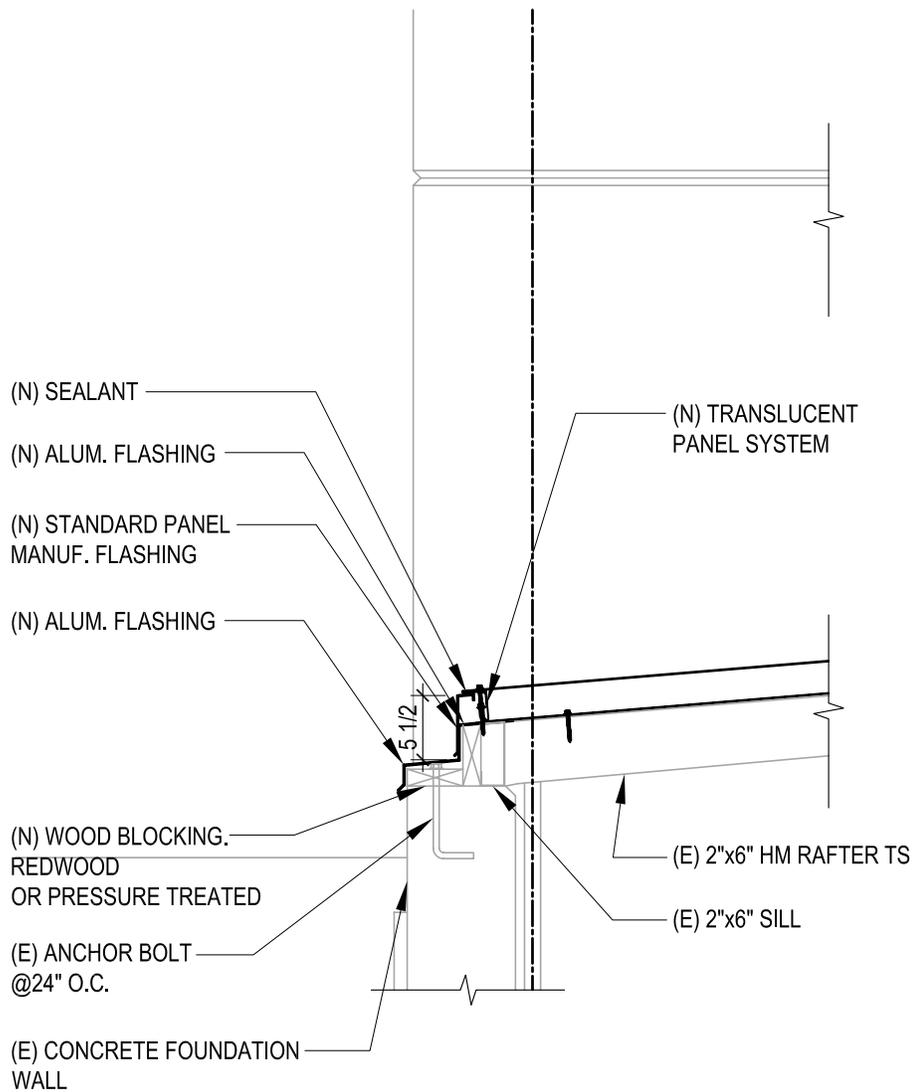
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