



Date: May 13, 2019

Bid Date: May 20, 2019

Architect: Milnet Architectural Services  
608 S. 12<sup>th</sup> St.  
McAllen, TX 78501



**NOTICE TO ALL BIDDERS**

This Addendum forms a part of the Contract Document and modifies the original Drawings issued for bid, to the extent noted herein.

Careful note of this Addendum shall be taken by all parties of interest so that proper allowance is made in all computations, estimates and contracts and so that all trades affected are fully advised in the performance of work that will be required by them. Acknowledge receipt of this addendum by inserting its number and date of issue in the place provided for same in the proposal.


Items revised on the Drawings are designated by a cloud line and triangle surrounding the corresponding revision number.

This Addendum supersedes all previous Drawings, Specifications and instructions pertaining to these items. It is imperative that this addendum be inserted INTO set of specifications.

- 1.01 Approved as equal Ceramic Tile Manufacturer: Spec Section 09 30 00 - PART 2 - 2.1 - A. Interceramic USA
- 1.02 Approved Toilet Partitions Manufacturer: Spec Section 10 21 13 -PART 2-2.1-A. 5: Scranton Products. Trade name: Scranton Hiny Hiders Solid Plastic. Ph (570-348-0997). [www.scrantonproducts.com](http://www.scrantonproducts.com)
- 1.03 Approved Electric hand dryer Manufacturer: Spec Section 10 21 13 – PART 2 - 2.1 – D - 3: Saniflow Corp. Attn. Melissa Aguiar, Ph. (305) 424-2433. Speedflow Plus. Model No. M17-UL.
- 1.04 **CORRECTION:** Delete detail 5/A6.1
- 1.05 **CORRECTION:** Replace detail 8/A6.1 with the attached 1/A6.1-SK1
- 1.06 **CORRECTION:** Update B-1 finish to 3-1/8” METAL BASE. Refer spec section 09 30 50 TILE SETTING MATERIALS AND ACCESSORIES. Refer detail 1/A7.1-SK1
- 1.07 **CORRECTION:** Update spec section 07 41 13 INSULATED METAL ROOF PANEL with the attached 07 41 13 INSULATED METAL ROOF PANEL
- 1.08 **CORRECTION:** Update kitchen equipment ID A to EV36S-6FP208 36” ELECTRIC RANGE. Refer to A6.0-SK1.
- 1.09 **APPEND:** Spec section 09 30 50 TILE SETTING MATERIALS AND ACCESSORIES to specification book.
- 1.10 **CLARIFICATION:** Certified payroll is not required, while Davis Bacon Wage rates will be paid by the contractor and all subcontractors for this project.
- 1.11 **CLARIFICATION:** City of Edinburg is the servicing agent for water & sewer to project location.

**END OF ADDENDUM**

KITCHEN EQUIPMENT

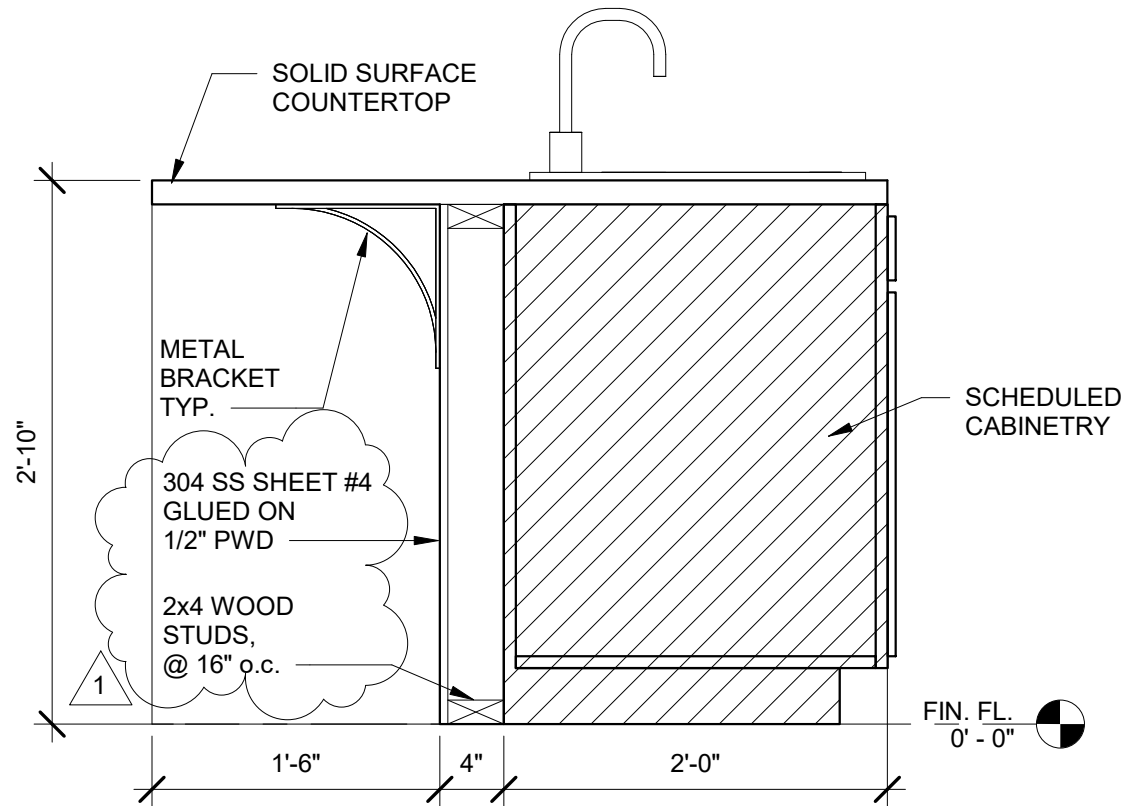
ID	DESCRIPTION	NOTES
A	EV36S-6FP208 36" ELECTRIC RANGE	208 V - 17 KW - 81.7 Amp. Single Phase. 
B	T-12-HC REACH IN REFRIGERATOR	12.0 Cu. Ft. - 115V - 60Hz - 2.0 Amp. Single Phase
C	T-12F REACH IN FREEZER	12.0 Cu. Ft. - 115V - 60Hz - 2.0 Amp. Single Phase
D	DISHWASHER	120V - 60Hz - 8.2 Amp. Single Phase
E	MICROWAVE	Commercial grade- 120V

A6.0-SK1



**MILNET  
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Project name:	EDINBURG FIRE STATION #5
Address:	DAVID ROAD, EDINBURG
Date	5/13/2019
Project number:	219003



① MILLWORK SECTION  
1" = 1'-0"

A6.1-SK1

ROOM FINISH STANDARDS

WALLS	P-1	PAINTED GYPSUM BOARD OR CMU (LATEX PAINT)
	P-2	CERAMIC TILE
BASE	B-1	METAL WALL BASE. REFER SPEC SECTION 09 30 50
	B-2	CERAMIC TILE BASE
FLOOR	PC	POLISHED CONCRETE FLOOR. RE: NOTE
	CT	CERAMIC TILE
	RT	RUBBER TILE
	SC	SEALED CONCRETE
CEILING	C-1	SUSPENDED CEILING
	C-2	PAINTED GYPSUM BOARD
	C-3	OPEN CEILING
	C-4	PAINTED TONGUE & GROOVE CEDAR WOOD PANEL

1

NOTE: POLISHED CONCRETE FLOOR CUT & SHINE LEVELS:

CUT LEVEL: GRADE 2, LIGHT EXPOSURE OF COURSE AGGREGATE  
 SHINE LEVEL: CLASS 1, 400 GRIT POLISH.  
 FINISH COAT: APPLY TWO APPLICATIONS OF SCOFIELD FINISH COAT

A7.1-SK1



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Project name: EDINBURG FIRE STATION #5  
 Address: DAVIS ROAD, EDINBURG  
 Date: 05/13/2019  
 Project number: 219003

## SECTION 07 41 13 - INSULATED METAL ROOF PANEL

### PART 1 - GENERAL

#### 1.1 COORDINATION

- A. The General Conditions of the Contract for Construction and the Supplementary Conditions to the General Conditions of the Contract for Construction shall be considered as part of this section of the specifications.
- B. Each Bidder shall be responsible for determining during the bidding period the extent that any addenda issued during the bidding period may affect this section of the specifications.
- C. Reference Instructions to Bidders for requirements regarding substitutions of materials and products.
- D. Where conflicts occur between the drawings and specifications, between different drawings, between different portions of this section of the specifications, or between different sections of the specifications, the more stringent requirements and the greater quantity shall apply.

#### 1.2 SECTION INCLUDES

- A. Foamed-insulation-core standing seam metal roof panels, with related metal trim and accessories.

#### 1.3 RELATED REQUIREMENTS

- A. Division 05 Section "Structural Steel Framing" for steel framing supporting metal panels.
- B. Division 05 Section "Cold-Formed Metal Framing" for cold-formed metal framing supporting metal panels.
- C. Division 07 Section "Metal Wall Panels" for factory-formed metal wall panels.
- D. Division 07 Section "Sheet Metal Flashing and Trim" for sheet metal copings, flashings, reglets, and roof drainage items in addition to items specified in this Section.
- E. Division 07 Section "[Joint Sealants](#)" for field-applied [Joint Sealants](#).
- F. Division 13 Section "Metal Building Systems" for steel framing supporting metal panels.

#### 1.4 REFERENCES

- A. American Society of Civil Engineers (ASCE): [www.asce.org/codes-standards](http://www.asce.org/codes-standards):
  - 1. ASCE 7 - Minimum Design Loads for Buildings and Other Structures.
- B. ASTM International (ASTM): [www.astm.org](http://www.astm.org):
  - 1. ASTM A 653 - Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
  - 2. ASTM A 755 - Specification for Steel Sheet, Metallic Coated by the Hot-Dip Process and Prepainted by the Coil-Coating Process for Exterior Exposed Building Products.
  - 3. ASTM A 792 - Standard Specification for Steel Sheet, 55 % Aluminum-Zinc Alloy-Coated by the Hot-Dip Process.
  - 4. ASTM C 1363 - Standard Test Method for Thermal Performance of Building Materials and Envelope Assemblies by Means of a Hot Box Apparatus

5. ASTM D 1621 – Compressive Properties of Rigid Cellular Plastics.
6. ASTM D 1622 – Apparent Density of Rigid Cellular Plastics.
7. ASTM C 518 - Standard Test Method for Steady-State Heat Flux Measurements and Thermal Transmission Properties by Means of the Heat Flow Meter Apparatus.
8. ASTM D 2244 - Test Method for Calculation of Color Differences from Instrumentally Measured Color Coordinates.
9. ASTM D 4214 - Test Methods for Evaluating Degree of Chalking of Exterior Paint Films.
10. ASTM D 6226 - Standard Test Method for Open Cell Content of Rigid Cellular Plastics
11. ASTM E 72 - Standard Test Methods of Conducting Strength Tests of Panels for Building Construction.
12. ASTM E 84 - Test Methods for Surface Burning Characteristics of Building Materials.
13. ASTM E 1592 - Standard Test Method for Structural Performance of Sheet Metal Roof and Siding Systems by Uniform Static Air Pressure Difference.
14. ASTM E 1646 - Standard Test Method for Water Penetration of Exterior Metal Roof Panel Systems by Uniform Static Air Pressure Difference.
15. ASTM E 1680 - Standard Test Method for Rate of Air Leakage Through Exterior Metal Roof Panel Systems.
16. ASTM E 1980 - Practice for Calculating Solar Reflectance Index of Horizontal and Low-Sloped Opaque Surfaces.

C. FM Global (FM): [www.fmglobal.com](http://www.fmglobal.com):

1. ANSI/FM 4471 Approval Standard for Class 1 Panel Roofs.
2. ANSI/FM 4880 American National Standard for Evaluating Insulated Wall and Roof/Ceiling Assemblies.

D. Underwriters Laboratories, Inc. (UL): [www.ul.com](http://www.ul.com):

1. UL 580 - Tests for Uplift Resistance of Roof Assemblies

1.5 QUALITY ASSURANCE

- A. Manufacturer/Source: Provide metal roof panel assembly and accessories from a single manufacturer approved under an accredited third-party quality control program.
- B. Manufacturer Qualifications: Approved manufacturer listed in this Section with minimum five years experience in manufacture of similar products in successful use in similar applications.

1.6 ADMINISTRATIVE REQUIREMENTS

- A. Preinstallation Meeting: Prior to erection of framing, conduct preinstallation meeting at site attended by Owner, Architect, manufacturer's technical representative, inspection agency and related trade contractors.
  1. Coordinate building framing in relation to metal panel system.
  2. Coordinate openings and penetrations of metal panel system.
  3. Coordinate work of Division 07 Sections "Roof Specialties" and "Roof Accessories" and openings and penetrations and manufacturer's accessories with installation of metal panels.

1.7 ACTION SUBMITTALS

- A. Product Data: Manufacturer's data sheets for specified products.
- B. Shop Drawings: Show layouts of metal panels. Include details of each condition of installation, panel profiles, and attachment to building. Provide details at a minimum scale 1-1/2-inch per foot of edge conditions, joints, fastener and sealant placement, flashings, openings, penetrations, curbs, vents, snow

guards, lightning arresting equipment, and special details. Make distinctions between factory and field assembled work.

1. Include data indicating compliance with performance requirements.
2. Indicate points of supporting structure that must coordinate with metal panel system installation.
3. Include structural data indicating compliance with performance requirements and requirements of local authorities having jurisdiction.

C. Samples for Initial Selection: For each exposed product specified including sealants. Provide representative color charts of manufacturer's full range of colors.

D. Samples for Verification:

1. Provide 12-inch- (305 mm-) long section of each metal panel profile.
2. Provide color chip verifying color selection.

#### 1.8 INFORMATIONAL SUBMITTALS

A. Product Test Reports: Indicating compliance of products with requirements.

B. Warranty:

1. Submit manufacturer's written two (2) year limited warranty providing panels to be free from defects in materials and workmanship, beginning from the date of substantial completion excluding coil coatings (paint finishes) that are covered under a separate warranty.
2. The installation contractor shall issue a separate one (1) year warranty against defects in installed materials and workmanship, beginning from the date of substantial completion of the installation.

#### 1.9 CLOSEOUT SUBMITTALS

A. Maintenance data.

B. Manufacturer's Warranty: Executed copy of manufacturer's standard warranty.

#### 1.10 DELIVERY, STORAGE, AND HANDLING

A. Protect products of metal panel system during shipping, handling, and storage to prevent staining, denting, deterioration of components or other damage. Protect panels and trim bundles during shipping. Protect painted surfaces with a protective covering before shipping.

1. Deliver, unload, store, and erect metal panel system and accessory items without misshaping panels or exposing panels to surface damage from weather or construction operations.
2. Store in accordance with Manufacturer's written instruction. Provide wood collars for stacking and handling in the field.
3. Shield foam insulated metal panels from direct sunlight until installation.

#### 1.11 WARRANTY

A. Special Manufacturer's Warranty: On manufacturer's standard form, in which manufacturer agrees to repair or replace metal panel assemblies that fail in materials and workmanship within two years from date of Substantial Completion.

B. The installation contractor shall issue a separate one (1) year warranty against defects in installed materials and workmanship, beginning from the date of substantial completion of the installation.

C. Manufacturer's Weathertightness Warranty: Single Source™ III Weathertightness Warranty Program, in which manufacturer agrees to repair or replace metal panel assemblies that fail to remain weathertight, including leaks, without monetary limitation within 20 years from date of Substantial Completion.

- D. Special Panel Finish Warranty: Submit Manufacturer's twenty-five (25) year limited warranty on the exterior paint finish for adhesion to the metal substrate and twenty-five (25) year limited warranty on the exterior paint finish for chalk and fade.
  - 1. Fluoropolymer Two- Coat System:
    - a. Color fading in excess of 5 Hunter units per ASTM D 2244.
    - b. Chalking in excess of No. 6 rating per ASTM D 4214.
    - c. Failure of adhesion, peeling, checking, or cracking.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURER

- A. Basis of Design Manufacturer: MBCI Metal Roof and Wall Systems, Division of NCI Group, Inc.; Houston TX. Tel: (877)713-6224; Email: [info@ecoficientseries.com](mailto:info@ecoficientseries.com); Web: [www.mbcicom.com](http://www.mbcicom.com).
  - 1. Provide basis of design product, or comparable product in accordance with Section 01 25 00 substitution Procedures.

### 2.2 PERFORMANCE REQUIREMENTS

- A. General: Provide metal roof panel system meeting performance requirements as determined by application of specified tests by a qualified testing facility on manufacturer's standard assemblies.
- B. Structural Performance: Provide metal panel assemblies capable of withstanding the effects of indicated loads and stresses within limits and under conditions indicated, as determined by ASTM E 72 or ASTM E 1592 applied in accordance with IES AC 04, Section 4, Panel Load Test Option or Section 5, Panel Analysis Option:
  - 1. Wind Loads: Determine loads based on uniform pressure, importance factor, exposure category, and basic wind speed indicated on drawings.
    - a. Wind Uplift Testing: Certify capacity of metal panels by testing of proposed assembly per ASTM E 72 or ASTM E 1592.
  - 2. Deflection Limits: Withstand inward and outward wind-load design pressures in accordance with applicable building code with maximum deflection of 1/240 of the span with no evidence of failure. Reference structural drawings for addt. information.
  - 3. Seismic Performance: Comply with ASCE 7, Section 9, "Earthquake Loads."
- C. Wind Uplift Resistance: Comply with UL 580 for wind-uplift class UL-90.
- D. FM Approvals Listing: Comply with FM Approvals 4471 as part of a panel roofing system, and that are listed in FM Approvals' "RoofNav" for Class 1 construction. Identify materials with FM Approvals markings.
  - 1. Fire/Windstorm Classification: Class 1A-120.
  - 2. Hail Resistance Rating: Class 1-SH.
- E. Fire Performance Characteristics: Provide metal panel systems with the following fire-test characteristics determined by indicated test standard as applied by UL or other testing and inspection agency acceptable to authorities having jurisdiction.
  - 1. Surface-Burning Characteristics: Provide metal panel systems with the following characteristics when tested per ASTM E 84. The core shall have:



- a. Flame spread index: 25 or less.
  - b. Smoke developed index: 450 or less.
2. Fire Performance of Insulated Roof: Class 1 roof panel per ANSI/FM 4880.
- F. Air Infiltration, ASTM E 1680:
1. Maximum **0.06 cfm/sq. ft. (0.30 L/s per sq. m)** at static-air-pressure difference of **6.24 lbf/sq. ft. (300 Pa)**.
- G. Water Penetration Static Pressure, ASTM E 1646: No uncontrolled water penetration at a static pressure of **6.24 lbf/sq. ft. (300 Pa)**.
- H. Thermal Movements: Allow for thermal movements from variations in both ambient and internal temperatures. Accommodate movement of support structure caused by thermal expansion and contraction. Allow for deflection and design for thermal stresses caused by temperature differences from one side of the panel to the other.
- I. Thermal Performance: When tested in accordance with ASTM C 518, "measurement of steady state thermal transmission," the panels shall provide a K-factor of **0.14 btu/sf/hr/deg F at a 75° F (24 C)** mean temperature.

### 2.3 INSULATED METAL ROOF PANELS

- A. Mechanically Seamed, Concealed Fastener, Foamed-Insulation-Core Metal Roof Panels: Structural metal roof panel consisting of ribbed exterior metal sheet and interior metal sheet, with factory foamed-in-place polyurethane core in thermally-separated profile, with tongue-and-groove panel edges, mechanically seamed, attached to supports using concealed clips and fasteners.
1. Basis of Design: **MBCI, CFR Insulated Metal Panel.**
  2. ASTM A 792/A 792M, structural quality, Grade 50, Coating Class AZ50 (Grade 340, Coating Class AZM150), prepainted by the coil-coating process per ASTM A 755/A 755M.
    - a. Exterior Face Sheet: 22 gauge with stucco embossed surface and planked pan profile.
      - 1) Finish: Fluoropolymer two-coat system.
      - 2) Color: As selected by Architect from manufacturer's standard colors.
    - b. Interior Face Sheet: 24 gauge with stucco embossed surface and planked profile.
      - 1) Finish: Exposed Galvalume Plus coating.
      - 2) Color: As selected by Architect from manufacturer's standard colors.
  3. Panel Width: 36 inches (914 mm).
  4. Panel Thickness: 4 inch (102 mm).
  5. Insulating Core: Polyurethane with zero ozone depletion potential blowing agent
    - a. Closed Cell Content: 90% or more as determined by ASTM D 6226
    - b. Compressive Strength: As required to meet structural performance requirements and with a minimum of 15 psi as determined by ASTM D 1621
    - c. Minimum Density: 2.0 pcf (32 kg/m<sup>3</sup>) as determined by ASTM D 1622
    - d. Thermal Resistance (R-Value): 8 per inch of panel thickness. Minimum required R-Value of 30 as determined by ASTM C 518 at 75 degrees Fahrenheit mean temperature.

## 2.4 METAL ROOF PANEL ACCESSORIES

- A. General: Provide complete metal roof panel assembly incorporating trim, copings, fasciae, gutters and downspouts, and miscellaneous flashings. Provide required fasteners, closure strips, and sealants as indicated in manufacturer's written instructions.
- B. Flashing and Trim: Match material, thickness, and finish of metal panel face sheet.
- C. Panel Clips: ASTM C 645, with ASTM A 653/A 653M, G90 (Z180) hot-dip galvanized zinc coating, two-piece, configured for concealment in panel joints, and identical to clips utilized in tests demonstrating compliance with performance requirements.
- D. Panel Fasteners: Self-tapping screws and other acceptable fasteners recommended by roof panel manufacturer. Where exposed fasteners cannot be avoided, supply corrosion-resistant fasteners with heads matching color of metal panels by means of factory-applied coating.
- E. Joint Sealers: Provide Tape Mastic Sealants, Concealed Joint Sealant, and Urethane [Joint Sealants](#) per Section 07 92 00, "[Joint Sealants](#)".
- F. Steel Sheet Miscellaneous Framing Components: ASTM C 645, with ASTM A 653/A 653M, G60 (Z180) hot-dip galvanized zinc coating.
- G. Roof Accessories: Approved by metal roof panel manufacturer. Refer to Section 07 72 00 "Roof Accessories" for requirements for curbs, equipment supports, roof hatches, heat and smoke vents, ventilators, and preformed flashing sleeves.

## 2.5 FABRICATION

- A. General: Provide factory fabricated and finished metal panels and accessories meeting performance requirements, indicated profiles, and structural requirements.
- B. Fabricate metal panel joints configured to accept sealant tape providing weathertight seal and preventing metal-to-metal contact and minimizing noise resulting from thermal movement.
- C. Sheet Metal Flashing and Trim: Fabricate flashing and trim to comply with manufacturer's written instructions, approved shop drawings, and project drawings.

## 2.6 FINISHES

- A. Finishes, General: Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
- B. Exterior Face Sheet Coil-Coated Finish System
  - 1. Fluoropolymer Two-Coat System: 0.2 – 0.3 mil primer with 0.7 - 0.8 mil 70 percent PVDF fluoropolymer color coat, AAMA 621, meeting solar reflectance index requirements.
    - a. Basis of Design: MBCI, Signature 300.
- C. Interior Face Sheet Coil-Coated Finish System:
  - 1. Polyester Two-Coat System: 0.20 – 0.25 mil primer with 0.7 – 0.8 mil color coat.
    - a. Basis of Design: MBCI, Igloo White.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine metal panel system substrate with Installer present. Inspect for erection tolerances and other conditions that would adversely affect installation of metal panel installation.
  - 1. Inspect framing that will support insulated metal panels to determine if support components are installed as indicated on approved shop drawings and are within tolerances acceptable to metal panel manufacturer and installer. Confirm presence of acceptable framing members at recommended spacing to match installation requirements of insulated metal panels.
  - 2. Panel Support Tolerances: Confirm that panel supports are within tolerances acceptable to insulated metal panel system manufacturer but not greater than the following:
    - a. **1/8 inch (3 mm) in 5 foot (152 cm)** in any direction.
    - b. **1/4 inch (6 mm) in 20 foot (610 cm)** in any direction.
    - c. **1/2 inch (9 mm)** over any single roof plane.
- B. Correct out-of-tolerance work and other deficient conditions prior to proceeding with insulated metal roof panel system installation.

#### 3.2 METAL PANEL INSTALLATION

- A. Mechanically-Seamed, Foamed-Insulation-Core Metal Roof Panels: Install insulated metal panel system in accordance with manufacturer's written instructions, approved shop drawings, and project drawings. Install insulated metal roof panels in orientation, sizes, and locations indicated. Anchor panels and other components securely in place. Provide for thermal and structural movement.
- B. Attach panels to metal framing using clips, screws, fasteners, sealants, and adhesives recommended by manufacturer and indicated on approved shop drawings.
  - 1. Fasten metal panels to supports with concealed clips at each location indicated on approved shop drawings, with spacing and fasteners recommended by manufacturer.
  - 2. Provide weatherproof jacks for pipe and conduit penetrating metal panels.
  - 3. Dissimilar Materials: Where elements of metal panel system will come into contact with dissimilar materials, treat faces and edges in contact with dissimilar materials as recommended by manufacturer.
- C. Attach panel flashing trim pieces to supports using recommended fasteners and joint sealers.
- D. Joint Sealers: Install tape sealers and liquid sealants where indicated and where required for weatherproof performance of metal panel assemblies.
  - 1. Seal panels in accordance with insulated panel manufacturer's instructions, and project design drawings.
  - 2. Seal panel joints utilizing tape sealer and vapor seal bead of non-curing butyl; apply continuously without gaps in accordance with manufacturer's written instructions, approved shop drawings, and project drawings.
  - 3. Prepare joints and apply sealants per requirements of Division 07 Section "[Joint Sealants](#)."

#### 3.3 ACCESSORY INSTALLATION

- A. General: Install metal panel accessories with positive anchorage to building and weather tight mounting and provide for thermal expansion. Coordinate installation with flashings and other components.

1. Install components required for a complete metal panel assembly, including trim, copings, flashings, sealants, closure strips, and similar items.
2. Comply with details of assemblies utilized to establish compliance with performance requirements and manufacturer's written installation instructions.
3. Provide concealed fasteners except where noted on approved shop drawings.
4. Set units true to line and level as indicated. Install work with laps, joints, and seams that will be permanently weather resistant.

#### 3.4 FIELD QUALITY CONTROL

- A. Testing Agency: Engage an independent testing and inspecting agency acceptable to Architect to perform field tests and inspections and to prepare test reports.
- B. Water-Spray Test: After completing portion of metal roof panel assembly including accessories and trim, test 2-bay area selected by Architect for water penetration, according to AAMA 501.2.

#### 3.5 CLEANING AND PROTECTION

- A. Remove temporary protective films immediately in accordance with metal roof panel manufacturer's instructions. Clean finished surfaces as recommended by metal roof panel manufacturer.
- B. Replace damaged panels and accessories that cannot be repaired to the satisfaction of the Architect.

END OF SECTION



## SINGLE SOURCE III 20-YEAR ROOF SYSTEM WARRANTY

Project Name \_\_\_\_\_

Panel Profile \_\_\_\_\_

Project Location (City, State, Zip) \_\_\_\_\_

Date of Substantial Completion \_\_\_\_\_

\_\_\_\_\_

Amount of Material (square feet) \_\_\_\_\_

Building Owner \_\_\_\_\_

Manufacturer Customer \_\_\_\_\_

Manufacturer Job/Work Order Number(s) \_\_\_\_\_

Project End Use \_\_\_\_\_

For a period of twenty (20) years from the date of substantial completion, MBCI, a division of NCI Group, Inc. (hereinafter referred to as "Manufacturer") WARRANTS to the Building Owner ("Owner"): that the Manufacturer furnished roof panels, flashing and related items used to fasten the roof panels and flashing (including roof jack and curb attachments preapproved, in writing, by Manufacturer) ("Manufacturer Roof System") to the roof structure will not allow intrusion of water from the exterior of the Manufacturer Roof System into the building envelope, when exposed to ordinary weather conditions and ordinary wear and usage. The Date of substantial completion is the date that is certified by the Architect, Owner or Owner Representative, when the Manufacturer Roofing System is completed and accepted by or on behalf of the Owner.

Manufacturer shall have the SOLE AND EXCLUSIVE obligation for all warranty work commencing on the date of substantial completion and under all circumstances terminates on the twenty (20) year anniversary of the date certified as Substantial Completion of the Manufacturer Roof System. During the period in which Manufacturer has any warranty obligation Manufacturer shall take appropriate actions necessary to cause the non-performing portions of the Roof System to perform their proper functions.

### MANUFACTURER LIABILITY No dollar limit.

### TERMS, CONDITIONS, LIMITATIONS

1. Owner shall provide Manufacturer with written notice within thirty (30) days of the discovery of any leak(s) in the Roofing System. Failure of the Owner to do so shall automatically relieve Manufacturer of any and all responsibility and/or liability under this Warranty. If upon Manufacturer's investigation, Manufacturer determines that the leaks in the Roofing System are not covered in this warranty, the party requesting Manufacturer's investigation shall be liable for all direct investigation expenses incurred by Manufacturer. NCI Group, Inc. Warranty Dept.; 14031 W. Hardy; Houston, TX 77060
2. Manufacturer shall not have any liability or responsibility if any of the following shall occur:
  - a. If a Manufacturer Certified Installer was not present at all times during the installation of the Manufacturer's roof system.
  - b. Deterioration caused by marine (salt-water) atmosphere or constant spray from either salt or fresh water.
  - c. Corrosion caused by heavy fallout or exposure to corrosive chemicals, ash or fumes from any chemical plant, foundry, plating works, kiln, fertilizer manufacturing, paper plant, aviation fuel or the like or corrosion caused by contact of the panels and trim with dissimilar materials such as copper, lead or graphite or water runoff from these materials onto the panels and trim.
  - d. Deterioration caused by condensation, any corrosive substance or any condensate of any harmful substance contained, generated or released inside the building.
  - e. Damage caused by worker(s), other than Manufacturer's or Roofing Contractor's workers, on the roof.
  - f. Failure by the Roofing Contractor to correct all deficiencies listed in the Manufacturer inspection reports.
  - g. If there are any alterations or additions, such as, but not limited to, structures, fixtures or utilities being placed upon or attached to the roof without prior written authorization from Manufacturer.
  - h. Deficiencies in or water infiltration from other building materials adjacent to or in contact with the Manufacturer's Roof System.
  - i. Natural disasters such as hurricanes, earthquakes, extraordinary winds, winds which detach from the facility any part of the building substrate to which the Manufacturer's Roof System is attached, lightning, hail, fire, radiation or other acts of God which are normally covered by hazard insurance.
  - j. Deficiencies of the facility to which the Manufacturer's Roof System is attached, such as structure, wall or foundation movement.
  - k. If roof leaks are due to ventilators or light transmitting panels.
  - l. Failure to maintain the Roof System as set forth in Manufacturer's "Roof Owner's Maintenance Manual."
  - m. If roof leaks are due to roof jacks, curbs or any other penetration of the Roof System that is not preapproved in writing by Manufacturer.
  - n. Failure to use long-life fasteners in all exposed applications.
3. During the term of this Warranty, Manufacturer, its sales representatives and employees shall have free access to the roof during regular business hours.

4. This Warranty shall not become effective and Manufacturer shall not have any obligation under any warranty until all invoices issued by Manufacturer, Manufacturer's customer, and the Roofing Contractor have been paid in full, in accordance with their terms, without offset, deduction or credit and all installation deficiencies listed in any Manufacturer inspection report have been corrected and all Manufacturer procedures have been followed.
5. Manufacturer shall not be responsible for any consequential or punitive damages or loss to the building, its contents or other materials.
6. Manufacturer's failure at any time to enforce any of the terms or conditions stated herein shall not be construed to be a waiver of such provision or of the right to exercise any right in the future.
7. This warranty is tendered for the sole benefit of the original Owner as named below and is not transferable or assignable.
8. **DISCLAIMER-EXCEPT AS EXPRESSLY STATED HEREIN, THE ABOVE WARRANTY PROVISIONS DO NOT COVER COATINGS, PRODUCTS, ACCESSORIES, PARTS OR ATTACHMENTS THAT ARE NOT PRODUCED BY MANUFACTURER. EXCEPT AS OTHERWISE EXPRESSLY STATED, THERE IS NO WARRANTY, REPRESENTATION OR CONDITION OF ANY KIND AND ANY WARRANTY, EXPRESS OR IMPLIED, IS HEREBY EXCLUDED AND DISCLAIMED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. NOTWITHSTANDING ANYTHING ELSE CONTAINED HEREIN TO THE CONTRARY, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT MANUFACTURER'S LIABILITY AND PURCHASER'S SOLE REMEDY, WHETHER IN CONTRACT, UNDER ANY WARRANTY, IN TORT (INCLUDING NEGLIGENCE), IN STRICT LIABILITY OR OTHERWISE SHALL NOT EXCEED THE AMOUNT SET FORTH IN THE MANUFACTURER LIABILITY SECTION ABOVE. UNDER NO CIRCUMSTANCES SHALL MANUFACTURER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, LIQUIDATED OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, PROPERTY DAMAGE, DAMAGE TO OR LOSS OF EQUIPMENT, LOST PROFITS OR REVENUE, LABOR COSTS AND EXPENSES, COSTS OF RENTING REPLACEMENTS AND OTHER ADDITIONAL EXPENSES, EVEN IF MANUFACTURER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. MANUFACTURER WILL NOT BE LIABLE FOR ANY DAMAGES, LOSSES OR EXPENSES AS A RESULT OF PURCHASER'S (OR ANY OTHER PARTY'S) NEGLIGENCE, WHETHER DEEMED ACTIVE OR PASSIVE AND WHETHER OR NOT ANY SUCH NEGLIGENCE IS THE SOLE OR PARTIAL CAUSE OF ANY SUCH DAMAGE, LOSS OR EXPENSE. IN ADDITION, UNDER NO CIRCUMSTANCES SHALL MANUFACTURER BE LIABLE FOR ANY DAMAGES, LOSSES OR EXPENSES WHATSOEVER AS A RESULT OF ANY OTHER PARTY'S MATERIALS OR PRODUCTS WHICH CAUSE OR ALLEGEDLY CAUSE, IN WHOLE OR IN PART, DAMAGE, LOSS OR DETERIORATION TO THE MANUFACTURER'S ROOF SYSTEM.**
9. **FORCE MAJEURE. UNDER NO CIRCUMSTANCES SHALL MANUFACTURER BE LIABLE IN ANY WAY TO THE BUILDING OWNER OR ANY OTHER PARTY FOR DELAYS, FAILURE IN PERFORMANCE, OR LOSS OR DAMAGE DUE TO FORCE MAJEURE CONDITIONS INCLUDING, WITHOUT LIMITATION: FIRE; LIGHTNING; STRIKE; EMBARGO; EXPLOSION; POWER SURGE OR FAILURE; ACTS OF GOD; WAR; LABOR OR EMPLOYMENT DISPUTES; CIVIL DISTURBANCES; ACTS OF CIVIL OR MILITARY AUTHORITY; INABILITY TO SECURE MATERIALS, FUEL, PRODUCTS OR TRANSPORTATION FACILITIES; ACTS OR OMISSIONS OF SUPPLIERS; OR ANY OTHER CAUSES BEYOND ITS REASONABLE CONTROL, WHETHER OR NOT SIMILAR TO THE FOREGOING.**

**CONSENT TO JURISDICTION AND VENUE**

Any party seeking to enforce claims under this Warranty hereby acknowledges and agrees that (i) all matters relating to the validity, performance, interpretation, and/or enforcement of this Warranty shall be governed by and construed in accordance with the laws of the State of Texas, (ii) any and all claims, actions, proceedings or causes of action relating to the validity, performance, interpretation, and/or enforcement hereof must be submitted to a court of competent jurisdiction in Houston, Harris County, Texas, (iii) this Warranty is capable of being performed in Harris County, Texas, (iv) it irrevocably submits itself to the jurisdiction of the state and federal courts in Harris County, Texas, (v) service of process may be made upon it in any legal proceeding in connection with this Warranty or any other agreement as provided by Texas law, (vi) it irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of venue of any litigation arising out of or in connection with this Warranty or any other agreement or transaction brought in any such court, (vii) it irrevocably waives any claims that litigation brought in any such court has been brought in an inconvenient forum, and (viii) it irrevocably consents to the service of process out of any of the aforementioned courts by the mailing of copies thereof by Certified Mail, Return Receipt Requested, postage prepaid, and its address set forth herein. The scope of each of the foregoing waivers is intended to be all encompassing. Each party acknowledges that this waiver is a material inducement to the agreement of each party hereto to enter into a business relationship, and that each has already relied on this waiver in entering into this Warranty. Each party warrants and represents that it has reviewed these waivers with its legal counsel, and that it knowingly and voluntarily agrees to each such waiver following consultation therewith.

**WARRANTY ACTIVATION**

**In order to segregate and maintain for the extended period of time covered by the warranty, the records and lot samples necessary to enable Manufacturer to trace the various components manufactured for any defects alleged, Manufacturer requires that the owner, within 90 days from the date the warranty is signed by Manufacturer, must indicate the desire to be covered hereunder, and activate it by a dated execution in the space provided herein and by mailing such executed copy to seller via registered or certified mail, return receipt requested. It is a condition precedent to the filing of a claim under this warranty that buyer prove compliance with this requirement. Mail executed copy of warranty to: NCI Group, Inc. Warranty Dept.; 14031 W. Hardy; Houston, TX 77060**

**Roof Owner**

By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Street Address: \_\_\_\_\_  
 City, State, Zip: \_\_\_\_\_  
 Date: \_\_\_\_\_

**Roof Manufacturer**

Signed: \_\_\_\_\_  
 Title: \_\_\_\_\_ Date: \_\_\_\_\_

## SECTION 09 30 50. TILE SETTING MATERIALS AND ACCESSORIES

### PART 1 GENERAL

#### 1.1 SECTION INCLUDES

- A. Finishing and edge-protection profiles for walls and countertops.

#### 1.2 RELATED SECTIONS

- A. Section 03 30 00 - Cast-in-Place Concrete.
- B. Section 05 55 00 - Metal Stair Treads and Nosings.
- C. Section 06 10 00 - Rough Carpentry.
- D. Section 07 90 00 - Joint Protection.
- E. Section 09 29 00 - Gypsum Board.
- F. Section 09 30 00 - Tiling.
- G. Section 09307 - Tile Shower Components and Waterproofing Membrane. Shower trays, curbs, ramps, bench, niche, sealing compound, waterproofing membrane, drainage panels, drainage membrane compatible with floor drains.
- H. Section 10 26 13 - Corner Guards.
- I. Section 22 30 00 - Plumbing Equipment.

#### 1.3 REFERENCES

- A. CSA B79-08: Floor, Area, and Shower Drains, and Cleanouts for Residential Construction.
- B. IAPMO IGC 195: Interim Guide Criteria for Floor Drain with Integrated Bonding Flange.
- C. Tile Council of North America (TCNA) Handbook for Ceramic Tile Installation.
- D. Terrazzo, Tile and Marble Association of Canada (TTMAC) Specification Guide 09300 Tile Installation Manual.
- E. American National Standard Specifications for the installation of ceramic tile A108 / A118 / A136.1.

#### 1.4 SUBMITTALS

- A. Submit under provisions of Section 01 33 00.
- B. Product Data: Manufacturer's data sheets on each product to be used, including:
  - 1. Preparation instructions and recommendations.
  - 2. Storage and handling requirements and recommendations.
  - 3. Installation methods.
- C. Verification Samples: For each finish product specified, two samples, minimum size 6 inches (150 mm) long, representing actual product, color, and finish.
- D. Manufacturer's Certificates: Certify products meet or exceed specified requirements.

#### 1.5 QUALITY ASSURANCE

- A. Installer Qualifications: Company specializing in performing the work of this section with minimum five years' experience.
- B. Source Limitations for Setting Materials and Accessories: Obtain product of a uniform quality for each application condition from a single manufacturer.
- C. Mock-Up: Provide a mock-up for evaluation of surface preparation techniques and application workmanship.
  - 1. Finish areas designated by Architect.
  - 2. Do not proceed with remaining work until workmanship, color, and sheen are approved by Architect.
  - 3. Refinish mock-up area as required to produce acceptable work.
- D. Preinstallation Conference: Conduct conference at the Project site.
  - 1. Convene one week prior to commencing work of this section.
  - 2. Require attendance of installation material manufacturer, tile supplier, tile installer and installers of related work. Review installation procedures and coordination required with related work.
  - 3. Meeting agenda includes but is not limited to:
    - a. Surface preparation.
    - b. Tile and installation material compatibility.
    - c. Edge protection, transition and pre-fabricated movement joint profiles.
    - d. Waterproofing techniques.
    - e. Crack isolation techniques.

#### 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Store products in manufacturer's unopened packaging until ready for installation.
- B. Protect materials from exposure to moisture. Do not deliver until after wet work is complete and dry.
- C. Store materials in a dry, warm, ventilated weathertight location.

#### 1.7 PROJECT CONDITIONS

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.

#### 1.8 COORDINATION

- A. Coordinate Work with other operations and installation of floor finish materials to avoid damage to installed materials.

### PART 2 PRODUCTS

#### 2.1 MANUFACTURERS

- A. Acceptable Manufacturer: Schluter Systems, L.P., 194 Pleasant Ridge Road, Plattsburgh, NY 12901-5841. ASD. Tel: (800) 472-4588. Fax (800) 477-9783. E-mail: [specassist@schluter.com](mailto:specassist@schluter.com). Web: [www.schluter.com](http://www.schluter.com).
- B. Requests for substitutions will be considered in accordance with provisions of Section 01 25 00.



## 2.2 FINISHING AND EDGE-PROTECTION PROFILES FOR WALLS

- A. Schluter-DESIGNBASE - SL
  - 1. Description: Anodized Aluminum Baseboard profile comprised of a symmetrically-rounded top, flat exposed face, and 5/16 inch (8 mm) radius lower section.
  - 2. Corners:
    - a. Provide with matching inside corners.
    - b. Provide with matching outside corners.
    - c. Provide with matching connectors.
    - d. Provide with matching end caps.
    - e. Provide with matching Sealing Lip.
  - 3. Material and Finish:
    - a. AE - Satin Anodized Aluminum.
      - 1) Height:
        - a) 3-1/8 inch (80 mm).

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Do not begin installation until substrates have been properly prepared.
- B. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

### 3.2 PREPARATION

- A. Clean surfaces thoroughly prior to installation.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

### 3.3 INSTALLATION

- A. Install in accordance with manufacturer's instructions.

### 3.4 PROTECTION

- A. Protect installed products until completion of project.
- B. Touch-up, repair or replace damaged products before Substantial Completion.

END OF SECTION