

SECTION 01 3599**PERFORATED PASTRY UNITS****PART 1 GENERAL****1.01 DESCRIPTION**

- A. Contractor shall provide perforated pastry units for each construction meeting that occurs during the construction period.
- B. The words 'perforated pastry unit', 'perforated pastry product', 'doughnut', and 'donut' are used interchangeably.

1.02 MINIMUM REQUIREMENTS

- A. Consumption and Quality: minimum requirements are established in this specification by the Architect/Engineer, who is the sole judge of compliance, unless mediation is required.
- B. Regulatory requirements:
 - 1. American Council on Jell and Cream Fillings
 - 2. Amalgamated Millers of America
 - 3. United States Green Pastry Council

1.03 INTENT

- A. It is the intent of this Specification to call for finished perforated pastry units, complete and ready for consumption. Any incidental accessories necessary to make the perforated pastry units more palatable or to enhance their appearance shall be provided without additional expense to the Owner. Should there appear to be questionable intent in these Specifications, the Architect/Engineer shall be consulted for clarification no later than two (2) hours prior to each construction meeting.
- B. Contractor's attention is called to the fact that the long tradition of perforated pastry products as a construction meeting comestible, and the recognized value to any construction process of the Owner, Architect/Engineer, and Contractor eating together in an environment of harmony and goodwill, leads to the inevitable conclusion that the perforated pastry products assume an importance far out of proportion to their expense to the Contractor. Contractor is urged to ensure quality of product and presentation, to respect the hallowed process, and to take a conservative and time-tested approach to the selection of the perforated pastry products so that no alarmingly modern or boutique products are offered to the table.
- C. Conflict Resolution:
 - 1. The Architect/Engineer, should repeated resubmittal and retesting fail to resolve disputes between Contractor and the Architect/Engineer as to quality, freshness, packaging, or accessories of the specified materials, reserves the right to request mediation by a qualified law enforcement officer as the Authority Having Jurisdiction. Expense of (or consequences subsequent to) this mediation are the responsibility of the Contractor.

1.04 QUALIFICATIONS

- A. The manufacturer shall regularly and presently produce perforated pastry units.
- B. "Manufacturer" is defined as:
 - 1. A privately-or publicly-held corporation specializing in the manufacture of perforated pastry units; for example, a bakery or franchise store.
 - 2. A residence-based, non-professional, limited-quantity producer of perforated pastry units; for example, a homemaker.

1.05 SUBMITTALS

- A. The Architect/Engineer's approval shall be obtained for all perforated pastry units before delivery to the job site.

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1. Approval of alternate local materials (e.g. potato flour) must be obtained before provision of alternate perforated pastry units will be allowed.
- B. Submittals shall include samples of each specified perforated pastry unit and accessory, and other data and samples necessary for the Architect/Engineer to ascertain specification compliance. Two (2) samples of each proposed perforated pastry unit or accessory shall be included.
 1. Core samples (donut holes) are an acceptable submittal for non-filled pastry products, subject to all requirements of these specifications.
- C. Partial submittals, submittals not in the format required, or submittals that show evidence of in-transit damage or in-transit sampling ("nibbling"), will not be considered.
- D. All submittals become the property of the Architect/Engineer, who will forward review comments and leftovers to the Owner.

1.06 OWNERSHIP AND CONSUMPTION

- A. All pastry units are the property of the Contractor until the breaking of the packaging seal, when the units and accessories become the property of the Owner. Such transfer of ownership does not void or limit the Contractor's responsibilities specified under Section 01 7836 Warranties & Bonds.
- B. Consumption of the perforated pastry units is initially restricted to the Architect/Engineer and Owner ("First Dibs"). The Architect/Engineer shall indicate when consumption may become general.

1.07 MATERIAL ACQUISITION, PROTECTION AND DISPOSAL

- A. Contractor shall observe the placement in packaging by the manufacturer's counter personnel, shall ensure that glazing and filling cross-contamination is kept to an acceptable minimum; that products are placed right-side-up; and that packaging is not filled beyond the design limit. "Baker's dozen" packaging is not acceptable. The fill holes of pressure-filled products shall be oriented towards the packaging, not towards adjacent units.
- B. Perforated pastry units shall be protected during shipment against impact, deformation, dirt, sunlight, moisture, and mingling of glazing between adjacent pastry units.
- C. During shipment to the jobsite:
 1. No other items shall be placed on top of the perforated pastry unit shipping container; nor shall the container be placed in any orientation other than right-side-up with an acceptable deviation of no more than 10 degrees from horizontal.
 2. Container shall be transported in the passenger seat of Contractor's vehicle, protected from slippage, direct exposure to sunlight, and Contractor's backseat personnel.
- D. Damaged pastry units, as determined by the Architect/Engineer, shall be replaced at the Contractor's expense. The damaged units shall immediately become the property of the Subcontractors, whether present or not.
- E. The Contractor shall protect the Construction Documents from contact with the perforated pastry units. The Architect/Engineer will regularly inspect the Contractor's on-site document sets for glazing residue, chocolate smears, crumbs, detached candy sprinkles, coffee stains, and other waste materials.
- F. The Contractor shall be responsible for costs associated with cleaning of the Architect/Engineer's and Owner's personal apparel, which may become soiled during the consumption of the perforated pastry units. The contractor may provide protective over-garments at his option, at no additional cost to the Owner. These garments shall not be referred to as "bibs".
- G. Unconsumed units, if abandoned in place by the Architect/Engineer and/or Owner, shall be disposed of with generosity by the Contractor among his personnel and the Subcontractor's personnel. Hurried, closed-door consumption by the Contractor immediately following meeting closure ("hogging") is discouraged.

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1.08 U. S. GREEN PASTRY COUNCIL CREDITS

- A. The U.S. Green Pastry Council (ASGPC) has adopted the Leadership in Environmentally Efficient Doughnuts credit system for perforated pastry products. The Contractor may find that incorporating Green principles in the procurement and consumption of the specified products has both immediate (spot) and long-term (sustainable) benefits both to the project and to the Contractor's general well-being. The Contractor shall enjoy the resulting warm, fuzzy feeling without cost to Owner.
- B. The following Credits are available to the Contractor:
1. On-site Purchase, 1 credit. Contractor shall obtain 100% of the specified product quantity from an on-site delivery vehicle, such as a Roach Coach.
 2. Recycled Cooking Oils, 1 credit. Manufacturer shall prepare the units using minimum 50% recycled oils in the fryer.
 3. Green Glazing, 1 credit. Green pigments shall be added to the sugar glazing materials.
 4. Organic Ingredients, 1 credit. Product packaging shall bear the US Department of Agriculture's Organic seal, certifying that specified products contain minimum 95% organic materials. Note that applications that simultaneously claim both this Credit and Credits #1 and/or #8 will be viewed with deep suspicion by the Architect/Engineer.
 5. Cruelty-Free Ingredients, 1 credit. Pre-market testing and after-market consumption shall not have been performed on animals or Subcontractors. An affidavit shall be sufficient proof of qualification for this credit. Note that this Credit and Credits #8 and #13 are mutually exclusive.
 6. Recycled Construction Materials, 5 credits, plus 1 possible Additional Credit. A minimum of 10% of pastry unit ingredients shall be derived from onsite construction waste materials. Perforated pastry units produced to obtain this credit shall be entirely consumed by the Contractor in the presence of the Architect/Engineer. Note that this Credit and Credit #11 are not mutually exclusive.
 - a. One Additional Credit shall be available to the Contractor if he or she successfully requires the Subcontractors to consume the perforated pastry products that qualify for this Credit.
 - b. Solar Baking, 1 credit. An onsite hydronic solar-powered fryer with no electrical or gas connection shall be used for the production of the perforated pastry products. Note that qualification for this Credit automatically obtains Credit #1.
 - c. Waste Construction Material Combustion, 1 credit. The contractor combusts onsite waste construction materials in order to drive onsite fryers. Note that qualification for this Credit automatically obtains Credit #1.
 - d. RFI/Change Order Paperwork Combustion, 1 credit. The contractor combusts RFI and Change Order paperwork to fuel the onsite fryers. Note that qualification for this Credit automatically obtains Credit #1.
 - e. Recycled Paper Products, 1 credit. Packaging and Accessories, specified below, shall contain minimum 95% post-consumer recycled content.
 - f. Complete Consumption, 1 credit. No leftovers shall remain after the meeting; all products are consumed by the Architect/Engineer, Owner, and Subcontractors.
 - g. Ambient-Temperature Tap Water, 1 credit. Liquid refreshment for the Contractor and Subcontractors shall be tap water. Note that all other requirements for liquid refreshments for the Architect/Engineer and Owner still apply. Note that this Credit and Credit #13 are mutually exclusive.
 - h. Onsite Retention Basin Liquids, 1 credit. The Contractor successfully requires the Subcontractors to consume on-site retention basin liquids (i.e., runoff) in lieu of coffee or Ambient-Temperature Tap Water. Note that this Credit and Credit #12 are mutually exclusive.
- C. Credits obtained shall be certified by the Architect/Engineer. Credits may be obtained at each scheduled construction meeting for the duration of the project. Contractors obtaining at least 75% of the available credits shall at project closeout receive hugs from their Subcontractors, the gratitude of the Architect/Engineer, and benevolence from the Owner during review of Contractor's application for release of retainage. The Contractor shall enjoy the resulting warm, fuzzy feeling without cost to Owner.
- D. Any attempt on the part of the Contractor to deceive the Architect/Engineer and/or Owner into consuming

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perforated pastry products or accessory liquids intended to obtain Credits #2, #6, #8, #9, #12, and #13 will be dealt with most harshly, and damages assessed through thoroughly and aggressively punitive construction period procedures that include, but are not limited to:

1. Frequent construction observation visit reports
2. Daily Architect's Supplemental Instructions
3. Unilateral Change Orders
4. Microscopic punch inspection
5. Multiple punch verification inspections
6. Highly conditional Certificate of Substantial Completion
7. Rigorous warranty-period repair requests.

1.09 CONTRACTUAL CONSIDERATIONS

- A. Should the project construction continue beyond the completion date, and move into conditions of Extended General Conditions and/or Liquidated Damages, the Contractor's responsibility to provide perforated pastry products in quantities and as scheduled herein is unchanged. Delivery of specified products shall continue until the date of Substantial Completion.
- B. If the construction meeting location has been demobilized, in anticipation of Subsequent Completion, the Contractor shall have the specified perforated pastry products delivered to the offices of the Owner and the Architect/Engineer until the date that a Certificate of Substantial completion is issued. The division of the products is specified as:
 1. Owner: 50%
 2. Architect/Engineer: 50%
 3. All other considerations as specified herein apply.

1.10 WARRANTY

- A. Fully guarantee all units under this section for a period of one (1) construction meeting, against imperfect workmanship or failure of materials due to faulty workmanship.
- B. Materials deemed imperfect by the Architect/Engineer shall be immediately replaced by the Contractor, who shall have a vehicle and driver on-hand for immediate dispatch. The scheduled construction meeting shall halt during re-procurement, during which the only permitted activity shall be the delivery of dirty looks to the Contractor by the Architect/Engineer, Owner, and attending Subcontractors.

PART 2 PRODUCTS

2.01 MANUFACTURED UNITS

- A. The manufacturer(s) specified are to establish design intent and level of quality. Equal units of other manufacturers may be submitted for prior approval.
 1. National or regional franchise bakery.
 - a. Krispy Krème
 - b. Dunkin' Donuts
 2. In-store bakery of a chain or independent grocery store.
 3. Ethnic bakery.
 4. Domestic Bakery (i.e., homemade by immediate family member of Contractor only).
 5. Approved equal.
- B. Approved equal: manufacturers who are believed by the Contractor to meet the requirement of these specifications, and whose merits can be established by thorough sampling by the Architect/Engineer, will be considered. Submit to the Architect/Engineer for approval minimum one week prior to the first scheduled construction meeting.
 1. Pre-packaged products are prohibited.
- C. Equipment Assemblies and Components:
 1. Components shall be compatible with each other and with the total assembly for the intended

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service.

2. Primary Ingredients:

- a. Flour shall be bleached white semolina.
- b. Sugar shall be white sucrose.
- c. Shortening shall be partially hydrogenated vegetable oil, or lard.
- d. Fryer shortening may contain anti-foaming agents.
- e. Additives must be FDA-approved. Leniency in this regard will be granted to products intended to obtain USGPC credits.

2.02 FRESHNESS

- A. All perforated pastry units shall have been made no earlier than 3 AM local time on the day of each construction meeting.
1. Exception: perforated pastry units that are the produce of a residence-based, non-professional, limited-quantity producer ("homemade") shall be manufactured no earlier than 24 hours prior to the scheduled construction meeting.

2.03 DETAILED UNIT SPECIFICATION

A. Perforated Pastry Unit Schedule:

1. Yeast-Raised
 - a. Cake
 - 1) Other
 - 2) Traditional
 - (a) Traditional
 - (1) Strudel
 - 3) Twist
 - (a) Old-fashioned
 - (1) Kringle
 - 4) Filled
 - (a) Cruller
 - (1) Empanada
 - (b)clair
 - (1) Devil's Food
 - (2) Coffee Cake
 - 5) Bearclaw

PART 3 EXECUTION - NOT USED

END OF SECTION

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