

SECTION 01530

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, 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 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, 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.

1.04 CONFLICT RESOLUTION

- A. The Architect, should repeated resubmittal and retesting fail to resolve disputes between Contractor and the Architect 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. Expenses of (or consequences subsequent to) this mediation are the responsibility of the Contractor.

1.05 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.

1.06 SUBMITTALS

- A. The Architect's approval shall be obtained for all perforated pastry units before delivery to the job site.
- B. Submittals shall include samples of each specified perforated pastry unit and accessories, and other data and samples necessary for the Architect 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 the 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, who will forward review comments and leftovers to the Owner.

1.07 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 Architect and Owner. Such transfer of ownership does not void or limit the Contractor's responsibilities specified under Section 1.11, WARRANTY.
- B. Consumption of the perforated pastry units is initially restricted to the Architect and Owner ("First Dibs"). The Architect shall indicate when consumption may become general.

1.08 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, 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 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'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 and/or Owner, shall be disposed of with generosity by the Contractor among his personnel and the Subcontractors' personnel. Hurried, closed-door consumption by the Contractor immediately following meeting closure ("hogging") is discouraged.

1.09 U.S. GREEN PASTRY COUNCIL CREDITS

- A. The U.S. Green Pastry Council (USGPC) has adopted the Leadership in Environmentally Efficient Doughnuts credit system for perforated pastry products. The Contractor may find that incorporating Green principals 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 the Owner.
- B. The following Credits are available to the Contractor:
1. Onsite 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 U.S. 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 #8 will be viewed with deep suspicion by the Architect.
 5. Cruelty-Free Ingredients, 1 credit. Pre-market testing or 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. 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 required the Subcontractors to consume the perforated pastry products that qualify for this Credit.
 7. 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.
 8. 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.
 9. 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.
 10. Recycled Paper Products, 1 credit. Packaging and Accessories, specified below, shall contain minimum 95% post-consumer recycled content.
 11. Complete Consumption, 1 credit. No leftovers shall remain after the meeting; all products are consumed by the Architect, Owner and Subcontractors.
 12. 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 and Owner still apply. Note that this Credit and Credit #13 are mutually exclusive.
 13. 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. Credits may be obtained at each scheduled construction meeting for the duration of the project. Contractors obtaining at least 75% of the available credits at project closeout receive hugs from their Subcontractors, the gratitude of the Architect, 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 the Owner.
- D. Any attempt on the part of the Contractor to deceive the Architect and/or Owner into consuming 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.

1.10 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 until the date that a Certificate of Substantial Completion is issued. The division of the products is specified as:
 - 1. Owner: 50%
 - 2. Architect: 50%
 - 3. All other considerations as specified herein apply.

1.11 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 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, Owner and attending Subcontractors.
- C. Out-of-specification or rejected products shall immediately become the property of the 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.

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, will be considered. Submit to the Architect 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 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.
 3. 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. Exception: perforated pastry units that are the produce of a residential-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: Traditional, Twist, Filled, Eclair or Bearclaw.
 2. Cake: Traditional, Old-fashioned, Cruller or Devil's Food.
 3. Other: Strudel, Kringle, Empanada, Coffee Cake, Turnovers, Brownies, Cinnamon Rolls or Danish.
 4. The hole/mass ratio shall be not less than 1/4 and not more than 1/3. Hole/mass ratio is measured as follows: A representative unit is measured across its diameter; the distance subtended by the unit on each side of the hole is summed and divided by the diameter of the hole. The Architect may require or decline such tests at his or her discretion.
- B. Glazing Schedule:
1. Powder: Sugar or Cinnamon.
 2. Granular: Sugar, Candy Sprinkles, Chocolate Sprinkles or Chopped Nuts.
 3. Icing: White, Chocolate, Maple or Strawberry.
 4. Note that crushed nuts may accompany wet-applied glazes. Dry-applied and wet-applied glazes shall not be combined in the same perforated pastry unit.
 5. Holiday glaze colors, such as orange (Halloween and Thanksgiving), or red (Christmas), are permitted two weeks before and up to one day after the appropriate holiday. Refer to Section 1.09 for appropriate use of green glazing materials. Use of holiday glaze colors at other times of the year shall be interpreted as an attempt to unload out-of-date leftovers on the Architect and Owner, and resulting Liquidated Damages shall be assessed.
 6. The following toppings are unacceptable: bagel toppings and vegetable-derived materials.
- C. Fill Schedule:
1. Creme: Custard, Bavarian or Dulce de Leche.
 2. Fruit: Apple, Strawberry, Blueberry, Raspberry or Lemon.

3. Perforated pastry products shall contain not less than 15% and not more than 25% fill materials, by volume. Fill material shall be located at the centroid of the unit. Note that improper or shoddy fill techniques may result in assessed damages under Paragraph 1.08.F of this specification.

2.04 QUANTITY AND DIVERSITY

- A. One package of twelve (12) perforated pastry units each.
- B. The diversity factor of each package of twelve (12) units shall not be less than 1/6; i.e. each package shall contain minimum six unique perforated pastry unit choices. This ratio shall be maintained for the entire delivery quantity; if more than one package is procured, it is preferable that similar units be commonly packaged to reduce the risk of co-mingling incompatible glazing materials.

2.05 PACKAGING

- A. Non-absorbent, non-fluted bakery boxes and clear plastic boxes are acceptable. Maximum twelve units per package. Such packaging shall be sufficiently rigid to prevent deformation. Interior surface shall be easy-release type, and shall not retain more than 5% of the specified glazing material(s).
 1. Only single-unit lay will be acceptable.
- B. Perforated pastry units shall not be packaged in paper or plastic bags. Individually-wrapped units, or those protected by other prophylactic means, such as those dispensed by vending machines, will be rejected.
- C. The Architect reserves the right to inspect the integrity of the packaging seal and the manufacturing date.

2.06 ACCESSORIES

- A. Coffee: Site-brewed from ground coffee, immediately before each scheduled construction meeting.
 1. The Architect reserves the right to observe the coffee preparation, and to inspect and approve the cleanliness and performance of the Contractor's apparatus.
 2. Any attempt by the Contractor to reheat yesterday's coffee is strictly prohibited. Yesterday's coffee shall be salvaged to the Subcontractors prior to each scheduled construction meeting.
 3. Decaffeinated and "boutique" coffees are prohibited. All teas and instant coffee products are prohibited. All coffee drinks and confections whose names end in the letters "e", "o", and "a" are prohibited.
 4. Provide sugar and sugar substitutes (blue, pink, or yellow as required). Provide creamer, liquid or powder type. Liquid creamer shall be within the maker's expiration date. Provide stirrers and Styrofoam cups (min. 6 fl. oz.).
- B. Water may be offered, but only in addition to coffee.
- C. Napkins: White, high-absorbent, embossed-border, twice-folded, minimum 4" square. Roll towels are prohibited. Holiday colors are permitted two weeks prior and one day after each holiday.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Perforated pastry units, coffee, and specified accessories and cups shall be placed within arm's reach of the Architect on a table large enough to accommodate construction meeting materials without crowding or risk of spill. If trailer or meeting space does not permit a sufficiently large table, a side table shall be provided for the perforated pastry products and beverages, placed behind the Architect's chair.
- B. The Contractor shall provide a waste receptacle behind and to the right of the Architect's chair. Waste receptacle need not be empty, but must have sufficient space to accommodate two (2) 6 oz. Styrofoam coffee cups, as well as three (3) napkins. This space is reserved for the Architect and Owner's use.
- C. The Contractor shall break the perforated pastry product's packaging seal and offer the products to the Architect and the Owner. Seal shall only be broken when specifically directed by the Architect.

END OF SECTION