PROJECT MANUAL

Jacksonville Commons Elementary School
Partial Re-Roof – Phase II

Jacksonville, North Carolina

Onslow County Schools

SMITH SINNETT ARCHITECTURE

PROJECT NO. 2017007.00
DATE: 8 MAY 2016

Owner
Onslow County Board of Education
200 Broadhurst Road
Jacksonville, North Carolina 28540

Architect
Smith Sinnett Architecture, P.A.
4600 Lake Boone Trail, Suite 205
Raleigh, North Carolina 27607

SECTION 00 01 00 – ADVERTISEMENT FOR BIDS

Sealed proposals will be received until **2:00pm** on Tuesday
May 30, 2017, at Onslow County Schools
Offices, 200 Broadhurst Road, Jacksonville, NC 28540,
for the **Partial Re-roofing** of
Jacksonville Commons Elementary School
Jacksonville, NC
at which time and place bids will be opened and read.
A Pre-Bid Meeting will be held at **10:00 am** on
Thursday May 18, 2017 at the project site:
Jacksonville Commons Elementary School
1121 Commons Drive North, Jacksonville NC 28546
The meeting will identify bidding procedures and answer questions at that time.
Complete plans and specifications for this project can be
obtained from Smith Sinnett Architecture, 4600 Lake Boone Trail,
Suite 205, Raleigh, NC 27607. (919) 781-8582
during normal office hours after **May 8, 2016**
from the Smith Sinnett Architecture website, www.smithsinnett.com
Onslow County Schools and Board of Commissioners reserves the unqualified
right to reject any and all proposals.

Signed: Dusty Oliver, Maintenance Director
Onslow County Schools

END OF SECTION 00 01 00

SECTION 00 01 05 – NOTICE TO BIDDERS

NOTICE TO BIDDERS

Sealed proposals will be received by the *Onslow County School Board* in *Jacksonville* NC, at the Onslow County Schools Offices, 200 Broadhurst Road, Jacksonville, NC 28540 up to 2:00pm *May 17, 2016* and immediately thereafter publicly opened and read for the furnishing of labor, material and equipment entering into the construction of

Jacksonville Commons Elementary School
Partial Re-Roof – Phase II
Jacksonville. NC

This bid package consists of Re-roofing portions of a one story structure at Jacksonville Commons Elementary School.

Bids will be received *for Single Prime.* All proposals shall be lump sum.

Pre-Bid Meeting

A pre-bid meeting will be held on *May 18, 2016 --- 2:00pm ---- Jacksonville Commons Elementary School, 1121 Commons Drive North, Jacksonville, NC 28546.* The meeting will address project specific questions, issues, bidding procedures and bid forms.

Complete plans, specifications and contract documents will be open for inspection in the offices of *Smith Sinnett Architecture, P.A., 4600 Lake Boone Trail, Suite 205, Raleigh, North Carolina 27607 and available online from the Architect's website, www.smithsinnett.com.*

NOTE: The bidder shall include with the bid proposal the form *Identification of Minority Business Participation* identifying the minority business participation it will use on the project and shall include either *Affidavit **A*** or *Affidavit **B*** as applicable. Forms and instructions are included within the Proposal Form in the bid documents. Failure to complete these forms is grounds for rejection of the bid. (GS143-128.2c Effective 1/1/2002.)

All contractors are hereby notified that they must have proper license as required under the state laws governing their respective trades. General contractors are notified that Chapter 87, Article 1, General Statutes of North Carolina, will be observed in receiving and awarding general contracts. General contractors submitting bids on this project must have license classification for "Unlimited Building" or "Unclassified," required by the NC General Contractors Licensing Board under G.S. 87-1.)

> NOTE: SINGLE PRIME CONTRACTS: Under GS 87-1, a contractor that superintends or manages construction of any building, highway, public utility, grading, structure or improvement shall be deemed a "general contractor" and shall be so licensed. Therefore a single prime project that involves other trades will require the single prime contractor to hold a proper General Contractors license. EXCEPT: On public buildings being bid single prime, where the total value of the general construction does not exceed 25% of the total construction value, contractors under GS87- Arts 2 and 4 (Plumbing, Mechanical & Electrical) may bid and contract directly with the Owner as the SINGLE PRIME CONTRACTOR and may subcontract to other properly licensed trades. GS87-1.1- Rules .0210

Each proposal shall be accompanied by a cash deposit or a certified check drawn on some bank or trust company, insured by the Federal Deposit Insurance Corporation, of an amount equal to not less than five percent (5%) of the proposal, or in lieu thereof a bidder may offer a bid bond of five percent (5%) of the bid executed by a surety company licensed under the laws of North Carolina to execute the contract in accordance with the bid bond. Said deposit shall be retained by the owner as liquidated damages in event of failure of the successful bidder to execute the contract within ten days after the award or to give satisfactory surety as required by law.

A performance bond and a payment bond will be required for one hundred percent (100%) of the contract price.

Payment will be made based on ninety-five percent (95%) of monthly estimates and final payment made upon completion and acceptance of work.

No bid may be withdrawn after the scheduled closing time for the receipt of bids for a period of **90** days.

The Owner reserves the right to reject any or all bids and to waive informalities.

Designer:	Owner:
Rhonda Angerio, AIA	*Dusty Oliver*, *Maintenance Director*
Smith Sinnett Architecture, P.A.	*Onslow County Schools*
(Name)	*(Agency/Institution)*
4600 Lake Boone Trail, Suite 205	*200 Broadhurst Road*
Raleigh, North Carolina 27607	*Jacksonville, North Carolina 28540*
(Address)	*(Address)*
(919) 781-8582	*(910) 455-2211*
(Phone)	*(Phone)*

END OF SECTION 00 01 05

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Partial Re-Roof
Onslow County Schools

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END OF SECTION 00 01 10

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Instructions to Bidders

for the following PROJECT:
(Name and location or address)
Jacksonville Commons Elementary School Partial Re-Roof Phase II
Onslow County Schools
1121 Commons Drive North
Jacksonville North Carolina 28546

THE OWNER:
(Name, legal status and address)
Onslow County Board of Education
200 Broadhurst Road
Post Office Box 99
Jacksonville, North Carolina 28540

THE ARCHITECT:
(Name, legal status and address)
Smith Sinnett Architecture, P.A.
4600 Lake Boone Trail, Suite 205
Raleigh, North Carolina 27607

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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ARTICLE 1 DEFINITIONS

§ 1.1 Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Advertisement or Invitation to Bid, Instructions to Bidders, Supplementary Instructions to Bidders, the bid form, and other sample bidding and contract forms. The proposed Contract Documents consist of the form of Agreement between the Owner and Contractor, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications and all Addenda issued prior to execution of the Contract.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, AIA Document A201, or in other Contract Documents are applicable to the Bidding Documents.

§ 1.3 Addenda are written or graphic instruments issued by the Architect prior to the execution of the Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.

§ 1.4 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

§ 1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids.

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

§ 1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Bidding Documents.

§ 1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.

§ 1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment or labor for a portion of the Work.

ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 The Bidder by making a Bid represents that:

§ 2.1.1 The Bidder has read and understands the Bidding Documents or Contract Documents, to the extent that such documentation relates to the Work for which the Bid is submitted, and for other portions of the Project, if any, being bid concurrently or presently under construction.

§ 2.1.2 The Bid is made in compliance with the Bidding Documents.

§ 2.1.3 The Bidder has visited the site, become familiar with local conditions under which the Work is to be performed and has correlated the Bidder's personal observations with the requirements of the proposed Contract Documents.

§ 2.1.4 The Bid is based upon the materials, equipment and systems required by the Bidding Documents without exception.

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 COPIES

§ 3.1.1 Bidders may obtain complete sets of the Bidding Documents from the issuing office designated in the Advertisement or Invitation to Bid in the number and for the deposit sum, if any, stated therein. The deposit will be refunded to Bidders who submit a bona fide Bid and return the Bidding Documents in good condition within ten days after receipt of Bids. The cost of replacement of missing or damaged documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the Bidding Documents and the Bidder's deposit will be refunded.

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§ 3.1.2 Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the Advertisement or Invitation to Bid, or in supplementary instructions to bidders.

§ 3.1.3 Bidders shall use complete sets of Bidding Documents in preparing Bids; neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

§ 3.1.4 The Owner and Architect may make copies of the Bidding Documents available on the above terms for the purpose of obtaining Bids on the Work. No license or grant of use is conferred by issuance of copies of the Bidding Documents.

§ 3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

§ 3.2.1 The Bidder shall carefully study and compare the Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall at once report to the Architect errors, inconsistencies or ambiguities discovered.

§ 3.2.2 Bidders and Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request which shall reach the Architect at least seven days prior to the date for receipt of Bids.

§ 3.2.3 Interpretations, corrections and changes of the Bidding Documents will be made by Addendum. Interpretations, corrections and changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon them.

§ 3.3 SUBSTITUTIONS

§ 3.3.1 The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.

§ 3.3.2 No substitution will be considered prior to receipt of Bids unless written request for approval has been received by the Architect at least ten days prior to the date for receipt of Bids. Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth changes in other materials, equipment or other portions of the Work, including changes in the work of other contracts that incorporation of the proposed substitution would require, shall be included. The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

§ 3.3.3 If the Architect approves a proposed substitution prior to receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.

§ 3.3.4 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

§ 3.4 ADDENDA

§ 3.4.1 Addenda will be transmitted to all who are known by the issuing office to have received a complete set of Bidding Documents.

§ 3.4.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

§ 3.4.3 Addenda will be issued no later than four days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

§ 3.4.4 Each Bidder shall ascertain prior to submitting a Bid that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

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ARTICLE 4 BIDDING PROCEDURES

§ 4.1 PREPARATION OF BIDS

§ 4.1.1 Bids shall be submitted on the forms included with the Bidding Documents.

§ 4.1.2 All blanks on the bid form shall be legibly executed in a non-erasable medium.

§ 4.1.3 Sums shall be expressed in both words and figures. In case of discrepancy, the amount written in words shall govern.

§ 4.1.4 Interlineations, alterations and erasures must be initialed by the signer of the Bid.

§ 4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change."

§ 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall make no additional stipulations on the bid form nor qualify the Bid in any other manner.

§ 4.1.7 Each copy of the Bid shall state the legal name of the Bidder and the nature of legal form of the Bidder. The Bidder shall provide evidence of legal authority to perform within the jurisdiction of the Work. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.

§ 4.2 BID SECURITY

§ 4.2.1 Each Bid shall be accompanied by a bid security in the form and amount required if so stipulated in the Instructions to Bidders. The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and will, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. The amount of the bid security shall not be forfeited to the Owner in the event the Owner fails to comply with Section 6.2.

§ 4.2.2 If a surety bond is required, it shall be written on AIA Document A310, Bid Bond, unless otherwise provided in the Bidding Documents, and the attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney.

§ 4.2.3 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until either (a) the Contract has been executed and bonds, if required, have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn or (c) all Bids have been rejected.

§ 4.3 SUBMISSION OF BIDS

§ 4.3.1 All copies of the Bid, the bid security, if any, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

§ 4.3.2 Bids shall be deposited at the designated location prior to the time and date for receipt of Bids. Bids received after the time and date for receipt of Bids will be returned unopened.

§ 4.3.3 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

§ 4.3.4 Oral, telephonic, telegraphic, facsimile or other electronically transmitted bids will not be considered.

§ 4.4 MODIFICATION OR WITHDRAWAL OF BID

§ 4.4.1 A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting a Bid.

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§ 4.4.2 Prior to the time and date designated for receipt of Bids, a Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder. Written confirmation over the signature of the Bidder shall be received, and date- and time-stamped by the receiving party on or before the date and time set for receipt of Bids. A change shall be so worded as not to reveal the amount of the original Bid.

§ 4.4.3 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

§ 4.4.4 Bid security, if required, shall be in an amount sufficient for the Bid as resubmitted.

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 OPENING OF BIDS

At the discretion of the Owner, if stipulated in the Advertisement or Invitation to Bid, the properly identified Bids received on time will be publicly opened and will be read aloud. An abstract of the Bids may be made available to Bidders.

§ 5.2 REJECTION OF BIDS

The Owner shall have the right to reject any or all Bids. A Bid not accompanied by a required bid security or by other data required by the Bidding Documents, or a Bid which is in any way incomplete or irregular is subject to rejection.

§ 5.3 ACCEPTANCE OF BID (AWARD)

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest qualified Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's own best interests.

§ 5.3.2 The Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted.

ARTICLE 6 POST-BID INFORMATION

§ 6.1 CONTRACTOR'S QUALIFICATION STATEMENT

Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request, a properly executed AIA Document A305, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted as a prerequisite to the issuance of Bidding Documents.

§ 6.2 OWNER'S FINANCIAL CAPABILITY

The Owner shall, at the request of the Bidder to whom award of a Contract is under consideration and no later than seven days prior to the expiration of the time for withdrawal of Bids, furnish to the Bidder reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. Unless such reasonable evidence is furnished, the Bidder will not be required to execute the Agreement between the Owner and Contractor.

§ 6.3 SUBMITTALS

§ 6.3.1 The Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, after notification of selection for the award of a Contract, furnish to the Owner through the Architect in writing:

.1 a designation of the Work to be performed with the Bidder's own forces;

.2 names of the manufacturers, products, and the suppliers of principal items or systems of materials and equipment proposed for the Work; and

.3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

§ 6.3.2 The Bidder will be required to establish to the satisfaction of the Architect and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

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§ 6.3.3 Prior to the execution of the Contract, the Architect will notify the Bidder in writing if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, (1) withdraw the Bid or (2) submit an acceptable substitute person or entity with an adjustment in the Base Bid or Alternate Bid to cover the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

§ 6.3.4 Persons and entities proposed by the Bidder and to whom the Owner and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Architect.

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

§ 7.1 BOND REQUIREMENTS

§ 7.1.1 If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Bonds may be secured through the Bidder's usual sources.

§ 7.1.2 If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid. If the furnishing of such bonds is required after receipt of bids and before execution of the Contract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.

§ 7.1.3 If the Owner requires that bonds be secured from other than the Bidder's usual sources, changes in cost will be adjusted as provided in the Contract Documents.

§ 7.2 TIME OF DELIVERY AND FORM OF BONDS

§ 7.2.1 The Bidder shall deliver the required bonds to the Owner not later than three days following the date of execution of the Contract. If the Work is to be commenced prior thereto in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Section 7.2.1.

§ 7.2.2 Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond. Both bonds shall be written in the amount of the Contract Sum.

§ 7.2.3 The bonds shall be dated on or after the date of the Contract.

§ 7.2.4 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

ARTICLE 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

Unless otherwise required in the Bidding Documents, the Agreement for the Work will be written on AIA Document A101, Standard Form of Agreement Between Owner and Contractor Where the Basis of Payment Is a Stipulated Sum.

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SECTION 00 42 00 - PROPOSAL FORM

PROJECT: Jacksonville Commons Elementary School Partial Re-Roof
1121 Commons Drive North
Jacksonville, North Carolina 28546

OWNER: Onslow County School Board
200 Broadhurst Road
Jacksonville, North Carolina 28540

ARCHITECT: Smith Sinnett Architecture
4600 Lake Boone Trail, Suite 205
Raleigh, North Carolina 27607

The undersigned, as bidder, hereby declares that the only person or persons interested in this proposal as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud. The bidder further declares that he has examined the site of the work and the contract documents relative thereto, and has read all special provisions furnished prior to the opening of bids; that he has satisfied himself relative to the work to be performed.

The Bidder proposes and agrees if this proposal is accepted to contract with *Onslow County Board of Education* in the form of contract specified below, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the construction of

Jacksonville Commons Elementary School Partial Re-Roof – Phase II

in full in complete accordance with the plans, specifications and contract documents, to the full and entire satisfaction of the Onslow County Board of Education, and Smith Sinnett Architecture with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and the contract documents.

The low Bidder will be determined by the total cost of the Contract with the lump sum prices of the alternates accepted being added to or deducted from the Base Bid to give the total cost of the Contract. Bidders are required to give a price for Base Bid, all Alternates, and all Unit Prices as applicable to their Contract. All Bidders are required to be licensed and in good standing with their respective North Carolina Licensing Board.

SINGLE PRIME CONTRACT:

BASE BID: 300 Wing

Amount: _____ Dollars ($_____)

ALTERNATE 1: 600 Wing Re-Roof

Amount: _____ Dollars ($_____)

ALTERNATE 2: 900 Wing Re-Roof

Amount: _____ Dollars ($_____)

ALTERNATE 3: Owner Preferred Manufacturer – Base Bid

Amount: _____ Dollars ($_____)

ALTERNATE 4: Owner Preferred Manufacturer – Alternate 1

Amount: _____ Dollars ($_____)

ALTERNATE 5: Owner Preferred Manufacturer – Alternate 2

Amount: _____ Dollars ($_____)

ALLOWANCES
(Refer to Division 01 Section 01 21 00 – Allowances for amounts to be included in bid)
Acknowledge Allowances have been included with in the Base Bid.

UP/A-1 _____ UP/A-2_____ A-3 _____

UNIT PRICES
(Refer to Division 01 Section 01 22 00 - Unit Prices for Quantities)
Unit prices quoted and accepted shall apply throughout the life of the contract, except as otherwise specifically noted. Unit prices shall be applied, as appropriate, to compute the total value of changes in the base bid quantity of the work all in accordance with the contract documents.

Unit Price No. UP/A-1; Removal and Replacement of Existing Metal Roof Deck: per square foot.

Unit Price ($)_____

Unit Price No. UP/A-2; Removal and Replacement of Existing Sub-Deck Panels: per square foot.

Unit Price ($)_____

The bidder further proposes and agrees hereby to commence work under this contract on a date to be specified in a written order of the designer and shall fully complete all work thereunder within the time specified in the Supplementary General Conditions Article 9. Applicable liquidated damages amount is also stated in the Supplementary General Conditions Article 9.

MAJOR SUBCONTRACTORS if any (Name, City & State)

METAL ROOF SYSTEM MANUFACTURER _____

ROOF SUBCONTRACTOR _____

GS143-128(d) requires all single prime bidders to identify their subcontractors for the above subdivisions of work. A contractor whose bid is accepted shall not substitute any person as subcontractor in the place of the subcontractor listed in the original bid, except (i) if the listed subcontractor's bid is later determined by the contractor to be non-responsible or non-responsive or the listed subcontractor refuses to enter into a contract for the complete performance of the bid work, or (ii) with the approval of the awarding authority for good cause shown by the contractor.

ADDENDUM
(Addendum received and used in computing bid)

Addendum No. 1 _____ Addendum No. 3 _____ Addendum No. 5_____

Addendum No. 2 _____ Addendum No. 4 _____ Addendum No. 6 _____

Proposal Signature Page

The undersigned further agrees that in the case of failure on his part to execute the said contract and the bonds within ten (10) consecutive calendar days after being given written notice of the award of contract, the certified check, cash or bid bond accompanying this bid shall be paid into the funds of the owner's account set aside for the project, as liquidated damages for such failure; otherwise the certified check, cash or bid bond accompanying this proposal shall be returned to the undersigned. No proposal may be withdrawn after the scheduled closing time for the receipt of Bids for a period of **ninety (90) days**.

Respectfully submitted this day of _____

_____
(Name of firm or corporation making bid)

WITNESS: By: _____
Signature

_____
(Proprietorship or Partnership) Name: _____
Print or type

Title: _____
(Owner/Partner/Pres./V.Pres)

Address: _____

ATTEST: _____

By: _____ License No. _____

Title: _____ Federal I.D. No. _____
(Corp. Sec. or Asst. Sec. only)

(CORPORATE SEAL)

MINORITY BUSINESS PARTICIPATION REQUIREMENTS

Provide with the bid - Under GS 143-128.2(c) the undersigned bidder shall identify **on its bid** (Identification of Minority Business Participation Form) the minority businesses that it will use on the project with the total dollar value of the bids that will be performed by the minority businesses. **Also** list the good faith efforts (Affidavit **A**) made to solicit minority participation in the bid effort.

NOTE: A contractor that performs all of the work with its own workforce may submit an Affidavit (**B)** to that effect in lieu of Affidavit (**A)** required above. The MB Participation Form must still be submitted even if there is zero participation.

After the bid opening - The Owner will consider all bids and alternates and determine the lowest responsible, responsive bidder. Upon notification of being the apparent low bidder, the bidder shall then file within 72 hours of the notification of being the apparent lowest bidder, the following:

An Affidavit (**C**) that includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, which is equal to or more than the 10% goal established. This affidavit shall give rise to the presumption that the bidder has made the required good faith effort and Affidavit **D** is not necessary;

*** OR ***

If less than the 10% goal, Affidavit (**D**) of its good faith effort to meet the goal shall be provided. The document must include evidence of all good faith efforts that were implemented, including any advertisements, solicitations and other specific actions demonstrating recruitment and selection of minority businesses for participation in the contract.

Note: Bidders must always submit **with their bid** the Identification of Minority Business Participation Form listing all MB contractors, vendors and suppliers that will be used. If there is no MB participation, then enter none or zero on the form. Affidavit A **or** Affidavit B, as applicable, also must be submitted with the bid. Failure to file a required affidavit or documentation with the bid or after being notified apparent low bidder is grounds for rejection of the bid.

END OF SECTION 00 42 00

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)

SURETY:
(Name, legal status and principal place of business)

OWNER:
(Name, legal status and address)
Onslow County Board of Education
200 Broadhurst Road
Post Office Box 99
Jacksonville, North Carolina 28540

BOND AMOUNT: $

PROJECT:
(Name, location or address, and Project number, if any)
Jacksonville Commons Elementary School Partial Re-Roof -Phase II
Onslow County Schools
1121 Commons Drive North
Jacksonville North Carolina 28546

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or

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User Notes:
(3B9ADA08)

legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this day of ,

	(Contractor as Principal) *(Seal)*
(Witness)	*(Title)*
	(Surety) *(Seal)*
(Witness)	*(Title)*

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SECTION 00 43 39 - MINORITY BUSINESS

The North Carolina General Statutes require that bids be awarded to the lowest responsible, responsive bidder "without regard to race, religion, color, creed, national origin, sex, age, or handicapping condition." Also, contractors are not required to make purchases of materials or equipment or award subcontracts to minority businesses that do not submit the lowest responsible bid(s). NCGS 143.128.2 requires each city, county, or other local public entity to adopt a verifiable percentage goal for participation by minority businesses in the total value of work for building projects. Onslow County has adopted a goal of ten percent (10%). Public entities shall require contractors to make good faith efforts in the recruitment and selection of minority businesses for participation in building construction projects.

The term "minority business" means a business:

a. In which at least fifty-one percent (51%) is owned by one or more minority persons or socially and economically disadvantaged individuals, or in the case of a corporation, in which at least fifty-one percent (51%) of the stock is owned by one or more minority persons or socially and economically disadvantaged individuals; and
b. Of which the management and daily business operations are controlled by one or more of the minority persons or socially and economically disadvantaged individuals who own it.

A "Minority" is a person who is a citizen of lawful permanent resident of the United States and who is:

a. Black, that is, a person having origins in any of the black racial groups in Africa;
b. Hispanic, that is, a person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Caribbean Islands, regardless of race;
c. Asian American, that is, a person having origins in any of the original peoples of the Far East, Southeast Asia and Asia, the Indian subcontinent, or the Pacific Islands;
d. American Indian, that is, a person having origins in any of the original Indian peoples of North America; or
e. Female

The term "socially and economically disadvantaged individual" means the same as defined in 15 U.S.C. 637. "Socially disadvantaged individuals are those who have been subjected to racial or ethnic prejudice or cultural bias because of their identity as a member of a group without regard to their individual qualities." "Economically disadvantaged individuals are those socially disadvantaged individuals whose ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same business area who are not socially disadvantaged."

Each bidder shall identify on its bid the minority businesses that it will use on the project (MBE-1 "Identification of Minority Business Participation", the total value of the bid that will be performed by the minority businesses, and an affidavit (MBE-2 "Affidavit A") listing the good faith efforts it has made. A contractor that performs all of the work under a contract with its own workforce may submit an affidavit (MBE-3 "Affidavit B") in lieu of Affidavit A.

The apparent lowest responsible, responsive bidder shall within 72 hours of being notified of being the low bidder file one of the following:

a. MBE-4 "Affidavit C" if the portion of the work to be executed by minority businesses is equal to or greater than 10% of the bidders total contract price; or
b. MBE-5 "Affidavit D" and required documentation of the good faith efforts, if the goal of 10% participation by minority businesses is not achieved.

No subcontractor listed in this documentation may be replaced with a different subcontractor except:

a. if the subcontractor's bid is later determined to be non-responsible or non-responsive, or if the subcontractor refuses to enter into a contract for the work, or
b. With the approval of the Owner for good cause.

Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid

Identification of HUB Certified/ Minority Business Participation

I,_____,
(Name of Bidder)
do hereby certify that on this project, we will use the following HUB Certified/ minority business as construction subcontractors, vendors, suppliers or providers of professional services.

Firm Name, Address and Phone #	Work Type	*Minority Category	**HUB Certified (Y/N)

*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**D**)

**** HUB Certification with the state HUB Office required to be counted toward state participation goals.**

The total value of minority business contracting will be ($)_____.

Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid

Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid

AFFIDAVIT A – Listing of Good Faith Efforts

County of _____

Affidavit of_____
(Name of Bidder)

I have made a good faith effort to comply under the following areas checked:

Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive. (1 NC Administrative Code 30 I.0101)

- ☐ **1 – (10 pts)** Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- ☐ **2 --(10 pts)** Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- ☐ **3** – **(15 pts)** Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- ☐ **4 – (10 pts)** Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- ☐ **5** – **(10 pts)** Attended prebid meetings scheduled by the public owner.
- ☐ **6** – **(20 pts)** Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- ☐ **7 – (15 pts)** Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- ☐ **8** – **(25 pts)** Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- ☐ **9** – **(20 pts)** Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- ☐ **10** - **(20 pts)** Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date:_____ Name of Authorized Officer:_____
Signature:_____
Title:_____

SEAL

State of_____, County of_____
Subscribed and sworn to before me this _____day of _____20____
Notary Public_____
My commission expires _____

Attach to Bid	Attach to Bid	Attach to Bid	Attach to Bid	Attach to Bid	Attach to Bid	Attach to Bid	Attach to Bid

Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid

AFFIDAVIT B -- Intent to Perform Contract with Own Workforce.

County of _____

Affidavit of _____
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the

_____ contract.
(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement. The Bidder agrees to make a Good Faith Effort to utilize minority suppliers where possible.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____

SEAL

State of _____, County of _____
Subscribed and sworn to before me this _____ day of _____ 20___
Notary Public _____
My commission expires _____

Attach to Bid	Attach to Bid	Attach to Bid	Attach to Bid	Attach to Bid	Attach to Bid	Attach to Bid	Attach to Bid

AFFIDAVIT C - Portion of the Work to be Performed by HUB Certified/Minority Businesses

County of _____

(Note this form is to be submitted only by the apparent lowest responsible, responsive bidder.)

If the portion of the work to be executed by HUB certified/minority businesses as defined in GS143-128.2(g) and 128.4(a),(b),(e) is equal to or greater than 10% of the bidders total contract price, then the bidder must complete this affidavit.
This affidavit shall be provided by the apparent lowest responsible, responsive bidder within **72 hours** after notification of being low bidder.

Affidavit of _____ I do hereby certify that on the
(Name of Bidder)

_____
(Project Name)

Project ID#_____ Amount of Bid $_____

I will expend a minimum of _____% of the total dollar amount of the contract with minority business enterprises. Minority businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below.

Attach additional sheets if required

Name and Phone Number	*Minority Category	**HUB Certified Y/N	Work Description	Dollar Value

*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**D**)

**** HUB Certification with the state HUB Office required to be counted toward state participation goals.**

Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date:_____ Name of Authorized Officer:_____

Signature:_____

Title:_____

SEAL

State of _____, County of _____
Subscribed and sworn to before me this _____day of _____20____
Notary Public_____
My commission expires_____

AFFIDAVIT D – Good Faith Efforts

County of _____

(Note this form is to be submitted only by the apparent lowest responsible, responsive bidder.)

If the goal of 10% participation by HUB Certified/ minority business **is not** achieved, the Bidder shall provide the following documentation to the Owner of his good faith efforts:

Affidavit of _____ I do hereby certify that on the
(Name of Bidder)

_____
(Project Name)

Project ID#_____ Amount of Bid $_____

I will expend a minimum of _____% of the total dollar amount of the contract with HUB certified/ minority business enterprises. Minority businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below. (Attach additional sheets if required)

Name and Phone Number	*Minority Category	**HUB Certified Y/N	Work Description	Dollar Value

***Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**D**)

****** **HUB Certification with the state HUB Office required to be counted toward state participation goals.**

Examples of documentation that may be required to demonstrate the Bidder's good faith efforts to meet the goals set forth in these provisions include, but are not necessarily limited to, the following:

A. Copies of solicitations for quotes to at least three (3) minority business firms from the source list provided by the State for each subcontract to be let under this contract (if 3 or more firms are shown on the source list). Each solicitation shall contain a specific description of the work to be subcontracted, location where bid documents can be reviewed, representative of the Prime Bidder to contact, and location, date and time when quotes must be received.

B. Copies of quotes or responses received from each firm responding to the solicitation.

C. A telephone log of follow-up calls to each firm sent a solicitation.

D. For subcontracts where a minority business firm is not considered the lowest responsible sub-bidder, copies of quotes received from all firms submitting quotes for that particular subcontract.

E. Documentation of any contacts or correspondence to minority business, community, or contractor organizations in an attempt to meet the goal.

F. Copy of pre-bid roster

G. Letter documenting efforts to provide assistance in obtaining required bonding or insurance for minority business.

H. Letter detailing reasons for rejection of minority business due to lack of qualification.

I. Letter documenting proposed assistance offered to minority business in need of equipment, loan capital, lines of credit, or joint pay

agreements to secure loans, supplies, or letter of credit, including waiving credit that is ordinarily required.

Failure to provide the documentation as listed in these provisions may result in rejection of the bid and award to the next lowest responsible and responsive bidder.

Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date:_____ Name of Authorized Officer:_____

Signature:_____

Title:_____

SEAL

State of _____, County of _____

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

Notary Public_____

My commission expires _____

AIA® Document A201™ – 2007

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)
Jacksonville Commons Elementary School Partial Re-Roof - Phase II
Onslow County Schools
1121 Commons Drive North
Jacksonville North Carolina 28546

THE OWNER:
(Name, legal status and address)
Onslow County Board of Education
200 Broadhurst Road
Post Office Box 99
Jacksonville, North Carolina 28540

THE ARCHITECT:
(Name, legal status and address)
Smith Sinnett Architecture, P.A.
4600 Lake Boone Trail, Suite 205
Raleigh, North Carolina 27607

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

§ 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

§ 1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

§ 1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 INITIAL DECISION MAKER

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER

§ 2.1 GENERAL

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or

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the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

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§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other

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facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 WARRANTY

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume

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the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 ALLOWANCES

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- **.1** Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- **.2** Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- **.3** Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 SUPERINTENDENT

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

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§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be

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required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 CUTTING AND PATCHING

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

§ 3.15 CLEANING UP

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

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§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

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§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION
Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

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§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 SUBCONTRACTUAL RELATIONS

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may

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be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

§ 6.2 MUTUAL RESPONSIBILITY

§ 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that

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the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

§ 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

.1 The change in the Work;
.2 The amount of the adjustment, if any, in the Contract Sum; and
.3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
.2 Unit prices stated in the Contract Documents or subsequently agreed upon;
.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

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.4 As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

.1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;

.2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and

.5 Additional costs of supervision and field office personnel directly attributable to the change.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 MINOR CHANGES IN THE WORK

The Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

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ARTICLE 8 TIME

§ 8.1 DEFINITIONS

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 PROGRESS AND COMPLETION

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

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§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

.1 defective Work not remedied;

.2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;

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.3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
.5 damage to the Owner or a separate contractor;
.6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
.7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended

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appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect

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will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- **.1** liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- **.2** failure of the Work to comply with the requirements of the Contract Documents; or
- **.3** terms of special warranties required by the Contract Documents.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- **.1** employees on the Work and other persons who may be affected thereby;
- **.2** the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- **.3** other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

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§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY
If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 HAZARDOUS MATERIALS
§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

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§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

§ 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- **.1** Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- **.2** Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- **.3** Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- **.4** Claims for damages insured by usual personal injury liability coverage;
- **.5** Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- **.6** Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- **.7** Claims for bodily injury or property damage arising out of completed operations; and
- **.8** Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction

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of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

§ 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

§ 11.3.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or

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otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.3.2 BOILER AND MACHINERY INSURANCE

The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

§ 11.3.3 LOSS OF USE INSURANCE

The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

§ 11.3.7 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the

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Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

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§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

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§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.6 INTEREST

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;

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.3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or

.4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

.1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

.2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;

.3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

.4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to Section 5.4; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

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§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

.1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

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§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

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§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 MEDIATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 ARBITRATION

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 CONSOLIDATION OR JOINDER

§ 15.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an

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additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Contractor under this Agreement.

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SECTION 00 73 00 - SUPPLEMENTARY GENERAL CONDITIONS

The following supplements modify, change, delete from or add to the "General Conditions of the Contract for Construction," AIA Document A201-2007. Where any article of the General Conditions is modified or any paragraph, subparagraph or clause thereof is modified or deleted by these Supplementary Conditions, the unaltered provisions of that article, paragraph, subparagraph or clause shall remain in effect.

ARTICLE 1 GENERAL PROVISIONS

Paragraph 1.1 Basic Definitions:

For further clarification of definitions refer to the following:

Owner: Onslow County Board of Education

Architect: Smith Sinnett Architecture, P.A., or an official representative thereof.

Project Manual: The Project Manual is the volume generally referred to as the "Specifications" and consists of the bidding requirements, sample forms and certain Contract Documents such as the Conditions of the Contract, and the Specifications.

ARTICLE 2 OWNER

Paragraph 2.2 Information and Services Required of the Owner:

Delete Subparagraph 2.2.5 and substitute the following:

2.2.5 Construction Documents are provided as electronic files. The Contractor is responsible for printing hard copies of the Drawings and Project Manuals in the quantities necessary for construction.

ARTICLE 3 CONTRACTOR

Paragraph 3.12 Shop Drawings, Product Data and Samples:

Add the following subparagraphs 3.12.7.1

3.12.7.1 No submittal involving the selection of a color will be released until all colors are selected and approved by the Owner.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

Clarification: References to “separate contractors” and “separate contracts” do not apply to the Prime Contract of the Work covered in this Project Manual or Drawings, but only to other contractors or other contracts undertaken by the Owner prior to, concurrent with, or subsequent to the Work of this Project. The Work of the Prime Contractor bidding on and constructing this Project are not considered “separate contractors” or separate contracts” as identified in this Article.

The Owner has no responsibility to coordinate the work or activities of the Prime Contractor on this Project, but only to coordinate the work of his own forces or his “separate contractors” with the Prime Contractor for this Project.

ARTICLE 7 CHANGES IN THE WORK

Paragraph 7.1 General:

Add the following subparagraph 7.1.4:

7.1.4 Allowance for combined overhead and profit on changes, whether by Change Order or Construction Change Directive shall be limited in accordance with the following:

.1) For the Contractor, for Work performed by the Contractor's own forces, **15** percent of the cost.

.2) For the Contractor, for Work performed by the Contractor's Subcontractor, **7.5** percent of the amount due the Subcontractor.

.3) For each Subcontractor or Sub-subcontractor involved, for Work performed by that Subcontractor's or Sub- subcontractor's own forces, **7.5** percent of the cost.

.4) For each Subcontractor, for Work performed by the Subcontractor's Sub-subcontractor, **7.5** percent of the amount due the Sub-subcontractor.

.5) Cost to which overhead and profit is to be applied shall be determined in accordance with Subparagraph 7.3.8.

.6) In the case of deductive changes, the Contractor shall include not less than **15** percent of the cost.

.7) In order to facilitate checking quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including, labor, materials, and Subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also. In no case will a change over $250.00 be approved without such itemization.

ARTICLE 8 TIME

Paragraph 8.2 Progress and Completion:

Add the following Clauses 8.2.3.1 and 8.2.3.2 to Subparagraph 8.2.3:

8.3.2.1 The Contract time shall commence on a date to be specified in a written Notice to Proceed from the Architect, anticipated to be about **June 9, 2017**, and the Substantial Completion shall be **November 30, 2017**.

8.3.2.2 Final Completion shall occur on or before **December 30, 2017**.

ARTICLE 9 PAYMENTS AND COMPLETION

Paragraph 9.3 Applications for Payment:

Add the following sentence to Subparagraph 9.3.1:

The form of Application for payment shall be a notarized AIA Document G702, Application and Certification for Payment, supported by AIA Document G703, Continuation Sheet. Certificate of Release of Liens shall be submitted with each pay application.

Add the following to Subparagraph 9.3.l:

Until Substantial Completion, the Owner will pay 95% of the amount due the Contractor on account of progress payments. If at 50% of the contractor's work, the work has been satisfactorily completed on schedule and with approval of the Owner, Architect, and written consent of the surety, further requirements for retainage will be waived only so long as the work continues to be completed satisfactorily and on schedule.

The full Contract retainage may be reinstated if the manner of completion of the Work and its progress do not remain satisfactory to the Owner and Architect, or if the Surety withholds its consent, or for other good and sufficient reasons

Add the following Clause 9.3.2.l to Subparagraph 9.3.2:

9.3.2.l Responsibility for such stored materials and equipment shall remain with the Contractor regardless of ownership title.

Paragraph 9.8 Substantial Completion:

Add the following sentence to Subparagraph 9.8.3:

The payment shall be sufficient to increase the total payments to 95% of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work and unsettled claims.

Paragraph 9.11 Liquidated Damages:

Add the following Paragraph 9.11 to Article 9:

9.11 Liquidated Damages

9.11.1 The Contractor and the Contractor's surety's shall be liable for and shall pay the Owner the sum of **Two Hundred Fifty Dollars ($250.00),** herein stipulated as liquidated damages, for each calendar day of delay until the Work is substantially complete.

Paragraph 9.12 Final Completion:

Add the following Paragraph 9.12 to Article 9

9.12 Time for Completion of final inspection items after Substantial Completion shall be forty-five (45) Days after final inspection list is received by the Contractor. After forty-five (45) days, upon seven (7) days written notice, the Owner shall have the option to correct or conclude any and all final inspection items not completed by the Contractor to the satisfaction of the Architect and the Owner within forty-five (45) days from the actual date of substantial completion by utilizing its own forces or hiring others. The cost of correcting such remaining final inspection items by the Owner or others shall be deducted from the final payment to the Contractor.

For each consecutive calendar day that the Work remains incomplete after the date established for Final Completion, the Owner will retain from compensation otherwise to be paid to the Contractor the sum of **Two Hundred Fifty Dollars ($250.00).** This amount is the minimum measure of damages the Owner will sustain by failure of the Contractor to complete all remedial work, correct deficient work, clean up the project and other miscellaneous tasks as required to complete all work specified. This amount is separate from the liquidated damages prescribed above under paragraph 9.11.

ARTICLE 11 INSURANCE AND BONDS

Paragraph 11.1 Contractor's Liability Insurance:

Modify Clause 11.1.1.1 as follows:

Delete the semicolon at the end of Clause 11.1.1.1 and add: ", including private entities performing Work at the site and exempt from the coverage on account of number of employees or occupation, which entities shall maintain voluntary compensation coverage at the same limits specified for mandatory coverage for the duration of the Project;".

Modify Clause 11.1.1.2 as follows:

Delete the semicolon at the end of Clause 11.1.1.2 and add: "or persons or entities excluded by statute from the requirements of Clause 11.1.1.1 but required by the Contract Documents to provide the insurance required by that Clause;".

To Subparagraph 11.1.1, add the following Clauses 11.1.1.9 and 11.1.1.10:

.9) Liability Insurance shall include all major divisions of coverage and be on a comprehensive basis including:

1. Premises Operations (including X, C and U coverages as applicable).
2. Independent Contractors' Protective.
3. Products and Completed Operations.
4. Personal Injury Liability with Employment Exclusion deleted.
5. Contractural, including specified provision for Contractor's obligation under Paragraph 3.18.
6. Owned, non-owned and hired motor vehicles.
7. Broad Form Property Damage including Completed Operations.

.10) If the General Liability coverages are provided by a Commercial General Liability Policy on a claims-made basis, the policy date or Retroactive Date shall predate the Contract; the termination date of the policy or applicable extended reporting period shall be no earlier than the termination date of coverages required to be maintained after final payment, certified in accordance with Subparagraph 9.10.2.

To Subparagraph 11.1.2, add the following Clause 11.1.2.1:

11.1.2.1 The insurance required by Subparagraph 11.1.1 shall be written for not less than the following, or greater if required by law:

l. Workers' Compensation:

a)	State	Statutory	
b)	Applicable Federal	Statutory	
c)	Employer's Liability	$100,000	per Accident
		$100,000	Disease, Policy Limit
		$100,000	Disease, Each Employee

d) Contractor must evidence worker’s compensation as statutorily required for both all general contractor employees and all sub contractor employees for the duration of the project.

2. Comprehensive or Commercial General Liability (including Premises Operations; Independent Contractor's Protective; Products and Completed Operations; Broad Form Property Damage):
   a) Bodily Injury: $ 100,000 Each Occurrence
      $1,000,000 Aggregate

   b) Property Damage: $ 100,000 Each Occurrence
      $ 300,000 Aggregate

   c) Products and Complete Operations to be maintained for 1 year after final payment: $1,000,000 Aggregate

   d) Property Damage Liability Insurance will provide X, C, and U coverage.

   e) Broad Form Property Damage Coverage shall include Completed Operations.

   f) Contractor must name **Onslow County** as named insured on general liability insurance for the duration of the project.

   g) Contractor must evidence general liability insurance for both all general contractor employees and all sub contractor employees for the duration of the project.

3. Contractual Liability:
   a) Bodily Injury: $ 100,000 Each Occurrence
      $1,000,000 Aggregate

   b) Property Damage: $ 100,000 Each Occurrence
      $ 300,000 Aggregate

4. Personal Injury, with Employment Exclusion deleted:
   $ 300,000 Aggregate

5. Business Automobile Liability (including owned, non- owned and hired vehicles):
   a) Bodily Injury: $ 200,000 Each Person
      $ 500,000 Each Occurrence

   b) Property Damage: $ 100,000 Each Occurrence

   c) Contractor must maintain automobile insurance for both property damage and personal injury for all vehicles which would be used in conjunction with the project.

6. If General Liability coverages are provided by a Commercial Liability policy, the:

   a) General Aggregate shall be not less than $1,000,000 and it shall apply, in total to this Project only.

   b) Fire Damage Limit shall be not less than $100,000 on any one Fire.

   c) Medical Expense Limit shall be not less than $5,000 on any one person.

7. Umbrella Excess Liability: $1,000,000 over primary insurance
   $10,000 for self-insured hazards each occurrence.

To Subparagraph 11.1.3 add the following sentence:

If this insurance is written on the Comprehensive Liability policy form, the Certificates shall be AIA Document G-705, Certificate of Insurance. If this insurance is written on a Commercial General Liability policy form, ACORD form 25S will be acceptable.

Paragraph 11.3 Property Insurance

Modify Subparagraph 11.3.1 as follows:

11.3.1 In the first sentence, delete "Unless otherwise provided, the Owner..." and substitute "The Contractor...".

Add the following sentences:

Builder's risk insurance policy shall be required in the full amount of the Completed Value of the project with Onslow County.as the named insured entities on the policy.

If the Owner is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall bear all reasonable costs properly attributable thereto.

11.3.1.2 Delete Clause 11.3.1.2.

11.3.1.3 Delete Clause 11.3.1.3.

Delete Subparagraph 11.3.4.

Delete Subparagraph 11.3.6 and substitute the following:

11.3.6 Before an exposure to loss may occur, the Contractor shall file with the Owner, for each copy of the Construction Contract prepared, one certified copy of the policy or policies providing this Property Insurance coverage, each containing those endorsements specifically related to the Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Contractor.

Modify Subparagraph 11.3.7 as follows:

11.3.7 Substitute "Contractor" for "Owner" at the end of the first sentence.

Modify Subparagraph 11.3.8 as follows:

11.3.8 Substitute "Contractor" for "Owner" as fiduciary; except that at the first reference to "Owner" in the first sentence, the word "this" should be substituted for "Owner's".

Modify Subparagraph 11.3.9 as follows:

11.3.9 Substitute "Contractor" for "Owner" each time the latter word appears.

Modify Subparagraph 11.3.10 as follows:

11.3.10 Substitute "Contractor" for "Owner" each time the latter word appears.

Paragraph 11.4 Performance Bond and Payment Bond

Delete Subparagraph 11.4.1 and substitute the following:

11.4.1 The Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder. Bonds may be obtained through the Contractor's usual source and the cost thereof shall be included in the Contract Sum. The amount of each bond shall be equal to 100% of the Contract Sum.

11.4.1.1 The Contractor shall deliver the required bonds to the Owner not later than three days following the date the Agreement is entered into, or if the Work is to be commenced prior thereto in response to a letter of intent, the Contractor shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished.

11.4.1.2 The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current power of attorney.

11.4.1.3 The Contractor shall require the Surety and/or their Attorney-in-fact who executes the required bonds to provide along with the bonds the following:

1. Complete information data sheet concerning the Company acting as the agent for the Surety, including:
    a) Company name, street and mailing addresses, telephone and fax numbers.
    b) Name of principle contact involved in administering these bonds.

2. Complete information data sheet concerning the Surety, including:
    a) Company name, street and mailing addresses, telephone and fax numbers.
    b) Name of principle contact involved in administering these bonds.

3. Information regarding any requirements or privileges the Surety has or believes it is due in the way of protections of its rights and privileges from activities of the Owner and its agents, including the Architect and his consultants, in the performance of their normal functions or duties under this Contract.

11.4.1.4 The Surety shall be aware and acknowledge that payments made on this project will be made based on the appropriateness of percentages of work completed per categories indicated on the Contractor's Application for Payment. Further that the amounts authorized, certified or released by the Owner or its agents, including the Architect and their consultants, are based on estimates of the percentages of work completed in each particular category based on that breakdown only. The appropriateness of the bid amount and these categories, established by the Contractor, is not the responsibility of the Owner and its agents, and the Owner and its agents therefore accept no responsibility for protecting the Surety from releases of funds on this Contract due to the inappropriateness of the bid or the breakdown categories established by the Contractor. In that regard note the following:

a) Inappropriateness of the bid amount refers to an amount bid which was not sufficient to accomplish the work.

b) Common practices such as "front end loading" of the request (assigning higher costs or heavier profit and overhead amounts to early work categories), "material heavy loading" of the request (assigning higher costs or heavier profit and overhead amounts to material categories), and heavier than appropriate loading of "mobilization", "general condition" or "general requirements" categories cannot normally be detected by the Owner and its agents and are therefore not their responsibility.

11.4.1.5 The Surety shall be responsible to take an active roll in protecting its rights and privileges during the course of the Work of this Contract through more direct involvement with and management of its bonded Contractor, and establish and execute whatever protective measures it deems appropriate in protecting itself from what it deems inappropriate releases of

funds on the Contract. These measures shall be the responsibility of the Surety and its agents exclusively and will not be the responsibility of the Owner or its agents.

END OF SECTION 00 73 00

SECTION 00 90 10 - SPECIAL CONDITIONS

The following requirements are, in fact, Conditions of the Contract, and are in addition to the General Conditions, Supplementary General Conditions and Special Conditions and are not intended to replace or otherwise conflict with those Conditions. These Special Requirements are particular to the Work of this Project and are intended to inform the Contractor of non-standard conditions affecting the Work of the Contract.

ARTICLE 1 - QUALIFICATION OF PROJECT SUPERINTENDENT

The Contractor shall be required to demonstrate his capability to provide a qualified project superintendent for the project who is acceptable to the Owner and Architect. The project superintendent shall have at least five years of successful experience on projects of similar size, scope and nature. Contractor shall be required to substantiate these qualifications with a written submittal within seven calendar days after opening of the Bids. The Contractor is charged with providing a qualified and experienced superintendent for this project to the satisfaction of the Owner and Architect. The Owner reserves the right to disapprove a proposed superintendent who does not appear to be fully qualified and experienced to accomplish the work of this project.

ARTICLE 2 - SINGLE PRIME AND SEPARATE PRIME CONTRACT BIDS

Bids will be received for Single Prime Contracts only. Opening of Bids, as it relates to the number of bids required to allow opening, and award of Contracts, as it relates to low bid and the number of bids required to allow award, shall be governed by the guidelines and procedures recommended by the State Department of Construction of the N.C. Department of Administration for bid openings for single prime informal contract bids.

Those Bidders submitting Single Prime Contract bids shall be aware that all work of the project is included in the Work of a Single Prime Contractor, regardless of the divisions of work indicated on the Drawings and in the Project Manual. All references and indications in the Drawings and the Project Manual to Separate Prime Contracts shall apply to the Single Prime Contract.

Single Prime Contract Bidders must include the names of their major subcontractors on the Proposal form as indicated, to include Plumbing and Electrical.

Bid Alternates and Unit Prices identified shall be bid, as identified, by the Single Prime Contract Bidder, as indicated on the Proposal form.

All Allowances identified shall all be included in the Single Prime Contract Bid.

ARTICLE 3 - COORDINATION AND COOPERATION WITH OTHER CONTRACTORS

Prime Contractor shall be aware that the Owner has or may engage other contractors to accomplish work concurrently with the Work of this project, which will have a direct effect on the accomplishment of the Work of this project. Contractors will be required to cooperate and coordinate with these other contractors during the course of the project to avoid delays in the work of this project of that of the other contractors.

ARTICLE 4 – RESERVED

ARTICLE 5 - UNDERGROUND SERVICES

Prime Contractor and all subcontractors shall field locate all underground services whether shown on drawings or not, including, but not limited to the following: utilities, underground wire, fiber optic lines, cable, conduit, and pipe, prior to initiating any excavation on any area of the proposed site. Provide and pay for underground utility locator service, metal detectors and hand digging as necessary to satisfy above requirements. Prime Contractor (s) and their subcontractors shall be responsible for utility services damaged during construction and shall repair at their own expense any utility services damaged by their work. Repairs shall be completed within 24 hours or less.

ARTICLE 6 - AMERICANS WITH DISABILITIES ACT (ADA)

It is the design intent of this project to comply with the Americans with Disabilities Act and Chapter 11 of the North Carolina Building Code 2012 and ANSI ICC A117.1-2009. All items and assemblies manufactured or fabricated for installation on this project shall be ADA compliant. Shop drawing submittals shall indicate ADA compliance. Installation of all items and assemblies shall be ADA compliant. All contractors shall submit a statement that all work to the best of their knowledge is ADA compliant prior to release of final retainage. Remedy of non-compliant circumstances should they arise shall consist of written notification to the Architect by the Contractor prior installation or fabrication of the respective building component or arrangement. Should any contractor, subcontractor, or regulatory authority having jurisdiction become aware of any non-compliant circumstance he shall notify the Architect at once.

ARTICLE 7 - RESTRICTIONS ON CONSTRUCTION PERSONNEL

Behavior of construction personnel on the site shall be expected to be exemplary. Foul language, rude or crude behavior, suggestive comments or actions, or other behavior considered unacceptable will not be tolerated. Shirts will be required to be worn at all times. Contractors will be responsible to counsel their personnel concerning the above restrictions and will be responsible to insure that these restrictions are enforced. Failure on the part of construction personnel to comply with the intent of these restrictions will be grounds for their permanent removal and banning from the Project site.

ARTICLE 8 – E-PROCUREMENT

ATTENTION: E-Procurement rules WILL apply for Registered E-Procurement Vendors only. Reference the General Contract Terms and Conditions, (Contractual and Consultant Services), paragraphs 19 and 20.

19. REGISTERED E-PROCUREMENT VENDORS:

ELECTRONIC PROCUREMENT (APPLIES TO ALL CONTRACTS THAT INCLUDE E-PROCUREMENT AND ARE IDENTIFIED AS SUCH IN THE BODY OF THE SOLICITATION DOCUMENT): Purchasing shall be conducted through the Statewide E-Procurement Service. The State's third party agent shall serve as the Supplier Manager for this E-Procurement Service.
THE SUCCESSFUL BIDDER (S) SHALL PAY A TRANSACTION FEE OF 1.75% (.0175) ON THE TOTAL DOLLAR AMOUNT (EXCLUDING SALES TAXES) OF EACH PURCHASE ORDER ISSUED THROUGH THE STATEWIDE E-PROCUREMENT SERVICE. This applies to all purchase orders, regardless of the quantity or dollar amount of the purchase order. The transaction fee shall not be stated or included as a separate item in the proposed contract or invoice. There are no additional fees or charges to the contractor for the services rendered by the Supplier Manager under this contract. Contractor will receive a credit for transaction fees they paid for the purchase of any item(s) if an item(s) is returned through no fault of the contractor. Transaction fees are non-refundable when an item is rejected and returned, or declined, due to the contractor's failure to perform or comply with specifications or requirements of the contract.
Contractor or its Authorized Reseller, as applicable, will be invoiced monthly for the State's transaction fee by the Supplier Manager. The transaction fee shall be based on purchase orders issued for the prior month. Unless Supplier Manager receives written notice from the Contractor identifying with specificity any errors in an invoice within thirty (30) days of the receipt of invoice, such invoice shall be deemed to be correct and Contractor shall have waived its right to later dispute the accuracy and completeness of the invoice. Payment of the transaction fee by the Contractor is due to the account designated by the State within thirty (30) days after receipt of the correct invoice for the transaction fee, which includes payment of all portions of an invoice not in dispute. Within thirty (30) days of the receipt of invoice, contractor may request in writing an extension of the invoice payment due date for that portion of the transaction fee invoice for which payment of the related goods by the governmental purchasing entity has not been received by the Contractor. If payment of the transaction fee is not received by the State within this payment period, it shall be considered a material breach of contract. The Supplier Manager shall provide, whenever reasonably requested by the contractor in writing (including

electronic documents), supporting documentation from the E-Procurement Service that accounts for the amount of the invoice.
The Supplier Manager will capture the order from the State approved user, including the shipping and payment information, and submit the order in accordance with the E-Procurement Service. Subsequently, the Supplier Manager will send those orders to the appropriate contractor on State Contract. The State or State approved user, not the Supplier Manager, shall be responsible for the solicitation, bids received, evaluation of bids received, award of contract, and the payment for goods delivered.
Contractor agrees at all times to maintain the confidentiality of its user name and password for the Statewide E-Procurement Services. If a contractor is a corporation, partnership or other legal entity, then the contractor may authorize its employees to use its password. Contractor shall be responsible for all activity and all charges by such employees. Contractor agrees not to permit a third party to use the Statewide E-Procurement Services through its account. If there is a breach of security through the contractor's account, contractor shall immediately change its password and notify the Supplier Manager of the security breach by e-mail. Contractor shall cooperate with the State and the Supplier Manager to mitigate and correct any security breach.

20. NON-REGISTERED E-PROCUREMENT VENDORS: E-Procurement Rules DO NOT apply.

END OF SECTION 00 90 10

SECTION 01 10 00 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes the following:
1. Adjust list below to suit Project.
2. Work covered by the Contract Documents.
3. Type of the Contract.
4. Work phases.
5. Work under other contracts.
6. Products ordered in advance.
7. Owner-furnished products.
8. Use of premises.
9. Owner's occupancy requirements.
10. Work restrictions.
11. Specification formats and conventions.

B. Related Sections include the following:
1. Division 01 Section "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.3 WORK COVERED BY CONTRACT DOCUMENTS

A. Project Identification: Jacksonville Commons Elementary School Partial Re-Roof
1. Project Location: 1121 Commons Drive North, Jacksonville, NC 28546.

B. Owner: Onslow County Board of Education, 200 Broadhurst Road, Jacksonville, North Carolina 28540.

C. Architect: Smith Sinnett Architecture, 4600 Lake Boone Trail, Suite 205, Raleigh, North Carolina 27607.

D. The work includes the engineering and construction of a metal roof system which shall replace an existing asphalt shingle roof system. The project includes all other work as shown, indicated or reasonably implied on the drawings and/or specifications for a complete, first class job.

1.4 TYPE OF CONTRACT

A. Project will be constructed under a single prime contract. Bidders submitting single prime contract bids, and subsequently successful single prime Contractors, shall be aware that all work of the project is included in the Work of a single prime contractor, regardless of the divisions of work indicated on the Drawings and in the Project Manual. All references and indications in the Drawings and the Project Manual to separate Prime Contracts shall apply to the Single Prime Contract. Bid Alternates and Unit

Prices shall apply to the Single Prime Contract. Allowances shall be included in the Single Prime Contract.

1.5 WORK UNDER OTHER CONTRACTS:

A. General: Cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying work under this Contract. Coordinate the Work of this Contract with work performed under separate contracts.

1.6 USE OF PREMISES

A. General: Contractor shall have limited use of premises for construction operations as indicated on Drawings by the Contract limits or otherwise approved by the Owner and Architect.

B. Use of Site: Limit use of premises to limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
   1. Limits: Confine constructions operations to limits indicated on drawings.
   2. Owner Occupancy: The Owner will occupy the site.
   3. Driveways, Sidewalks and Entrances: Keep driveways, sidewalks and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
      a. Schedule deliveries to minimize use of driveways and entrances.
      b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

1.7 OWNER'S OCCUPANCY REQUIREMENTS

A. Full Owner Occupancy: The site and building will be fully occupied during the course of constructs. Strict limits on work shall be observed to assure complete safety of the students and staff occupying the building and grounds at all times.

1.8 WORK RESTRICTIONS

A. On-Site Work Hours: Work shall be generally performed 7:00 am to 7:00 pm Monday through Friday, except otherwise indicated.
   1. Weekend Hours: Coordinate with Owner
   2. Early Morning Hours: Coordinate with Owner
   3. Hours for Utility Shutdowns: Coordinate with Owner
   4. Hours for noisy activity: Coordinate with Owner

B. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner:
   1. Notify **Architect** and **Owner** not less than **72** hours in advance of proposed utility interruptions.
   2. Do not proceed with utility interruptions without **Architect's** and **Owner's** written permission.

C. Nonsmoking Building and Grounds: Smoking is not permitted on or within the building during construction or on the project site except with written permission of Onslow County Schools.

1.9 SPECIFICATION FORMATS AND CONVENTIONS

A. Specification Format: The Specifications are organized into Divisions and Sections using the 50-division format and CSI/CSC's "Master Format" numbering system.

B. Section Identification: The Specifications use Section numbers and titles to help cross-referencing in the Contract Documents. Sections in the Project Manual are in numeric sequence; however, the sequence is incomplete because all available Section numbers are not used. Consult the table of contents at the beginning of the Project Manual to determine numbers and names of Sections in the Contract Documents.

C. Division 01: Sections in Division 01 govern the execution of the Work of all Sections in the Specifications.

D. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

E. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.
Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.
1. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 10 00

SECTION 01 21 00 - ALLOWANCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements governing allowances.
   1. Certain items are specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when additional information is available for evaluation. If necessary, additional requirements will be issued by Change Order.
   2. The Contractor shall include in the Contract Sum all allowances states in the Contract Documents. The Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for the original allowance shall be included in the Contract Sum and not in the allowance. Coordinate allowance work with related work to ensure that each selection in completely integrated and interfaced with related work. Include all allowance amounts as a separate line item amount on each application for payment.

B. Types of allowances include the following:
   1. Unit-cost allowances.
   2. Quantity allowances.

C. Related Sections include the following:
   1. Division 01 Section "Contract Modification Procedures" for procedures for submitting and handling Change Orders for allowances.
   2. Division 01 Section "Unit Prices" for procedures for using unit prices.
   3. Division 01 Section "Quality Requirements" for procedures governing the use of allowances for testing and inspecting.
   4. Divisions 02 through 49 Sections for items of Work covered by allowances.

1.3 SELECTION AND PURCHASE

A. At the earliest practical date after award of the Contract, advise the Architect of the date when final selection and purchase of each product or system described by an allowance must be completed to avoid delaying the Work.

B. At Architect's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work. **Provide a minimum of three (3) proposals for each allowance** for use in making final selections, unless instructed otherwise by the Architect. Furnish proposals in time so as not to delay the project. Include recommendations that are relevant to performing the Work.

C. Purchase products and systems selected by Architect from the designated supplier.

1.4 SUBMITTALS

A. Submit proposals for purchase of products or systems included in allowances, in the form specified for Change Orders.

B. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.
C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

1.5 COORDINATION

A. Coordinate allowance items with other portions of the Work. Furnish templates as required to coordinate installation.

1.6 ALLOWANCES

A. Refer to Schedule of Allowances for Amounts and Quantities
B. Quantity & Lump Sum Allowances
   1. Allowance shall include cost to Contractor of specific products and materials ordered by Owner under allowance and shall include taxes, freight, and delivery to Project site.
   2. Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials ordered by Owner under allowance shall be included as part of the Contract Sum and not part of the allowance.
C. Unit-Cost Allowances
   1. Each change order amount for unit-cost type allowances shall be based solely on the difference between the actual unit purchase amount and the unit allowance, multiplied by the final measure or count of work-in-place, with reasonable allowances, where applicable, for cutting losses, tolerances, mixing wastes, normal product imperfections and similar margins.
   2. Include installation costs in the purchase amount only where indicated as a part of the allowance. When requested, prepare explanations and documentation to substantiate the margins as claimed. Prepare and submit substantiation of a change in the scope of work (if any) claimed in the change orders related to unit-cost type allowances. The Owner reserves the right to establish the actual quantity of work- in-place by an independent quantity survey, measure or count.
D. Contingency Allowances
   1. Use the contingency allowance only as directed by Architect for Owner's purposes and only by Change Orders that indicate amounts to be charged to the allowance.
   2. Contractor's related costs for products and equipment ordered by Owner under the contingency allowance are included in the allowance and are not part of the Contract Sum. These costs include delivery, installation, taxes, insurance, equipment rental, and similar costs.
   3. Allowances for overhead and profit shall be provided within the contract price and not included as part of any change order till the allowance amount has been spent.

1.7 CHANGE ORDER MARK-UP

A. Except as otherwise indicated, comply with provisions of General Conditions and other requirements stated in this section. For each allowance, Contractor's claims for increased costs (for either purchase order amount or Contractor's handling, labor, installation, overhead, and profit), because of a change in scope or nature of the allowance work as described in contract documents, must be submitted within 60 days of initial change order authorizing work to proceed on that allowance; otherwise, such claims will be rejected.
B. As a procedural restriction no mark-up (increase or decrease) shall be included in the change order amount for Contractor's increase or decrease in handling, labor, installation, overhead or profit unless purchase order amount varies from allowance.
C. Change orders prepared to return unused allowance amounts to the Owner shall be subject to the same requirements for the return of appropriate profit and overhead as other change orders in accordance with the Conditions of the Contract. Where the Contractor has been directed not to include his related costs

(profit and overhead) in the Contract Sum for contingency allowances, the return of profit and overhead shall not be excepted.

1.8 UNUSED MATERIALS

A. Return unused materials purchased under an allowance to manufacturer or supplier for credit to Owner, after installation has been completed and accepted.
   1. If requested by Architect, prepare unused material for storage by Owner when it is not economically practical to return the material for credit. If directed by Architect, deliver unused material to Owner's storage space. Otherwise, disposal of unused material is Contractor's responsibility.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

3.2 PREPARATION

A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

3.3 SCHEDULE OF ALLOWANCES

Allowance No. UP/A-1; REMOVAL AND REPLACEMENT OF EXISTING METAL ROOF DECK:
Allow an amount per square foot for removal and replacement of existing metal roof deck with new metal roof deck based on the unit price for removal and replacement of existing metal roof deck quoted in the Proposal.
Quantity: 2,000 SF

Allowance No. UP/A-2; REMOVAL AND REPLACEMENT OF EXISTING SUB-DECK PANELS:
Allow an amount per square foot for removal and replacement of existing “Loadmaster” sub-deck panels (approx 1-1/2” thickness) and replacement with fiber reinforced gypsum panels on the unit price for Removal and Replacement of Existing Sub-Deck Panels quoted in the Proposal.
Quantity: 2,000 SF

Allowance No. A-3; CONTINGENCY:
Contingency allowance shall be provided as follows and the price shall be adjusted based on the actual cost of subcontracts, materials, and labor, excluding overhead and profit. Allowances for overhead and profit shall be provided within the contract price. If there is unused allowance at the conclusion of the project, the allowance plus 15% will be deducted from the contract.
Contingency: $25,000.00

END OF SECTION 01 21 00

SECTION 01 22 00 - UNIT PRICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for unit prices and effects all prime Contracts.

B. Related Sections include the following:
1. First Division 01 Section below contains requirements that relate directly to unit prices.
2. Division 01 Section "Allowances" for procedures for using unit prices to adjust quantity allowances to be included in the Base Bid.
3. Division 01 Section "Contract Modification Procedures" for procedures for submitting and handling Change Orders.
4. Retain subparagraph below only if unit prices may be employed as a result of special testing and inspecting procedures required by local codes and specified in Division 01.
5. Division 01 Section "Quality Requirements" for general testing and inspecting requirements.
6. In subparagraph below, remove text enclosed in angle brackets and insert text to suit Project. See Evaluations.

1.3 DEFINITIONS

A. Unit price is an amount proposed by bidders, stated on the Bid Form, as a price per unit of measurement for materials or services added to or deducted from the Contract Sum by appropriate modification, if estimated quantities of Work required by the Contract Documents are increased or decreased.

1.4 PROCEDURES

A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, overhead, and profit.

B. Measurement and Payment: Refer to individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.

C. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.

D. List of Unit Prices: A list of unit prices is included in Part 3. Specification Sections referenced in the schedule contain requirements for materials described under each unit price.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 LIST OF UNIT PRICES

Unit Price No. UP/A-1; REMOVAL AND REPLACEMENT OF EXISTING METAL ROOF DECK:
Provide a Unit Price per square foot for removal and replacement of existing metal roof deck with new metal roof deck based at the unit price quoted in the Proposal.

Unit Price No. UP/A-2; REMOVAL AND REPLACEMENT OF EXISTING SUB-DECK PANELS:
Provide a Unit Price per square foot for removal and replacement of existing "Loadmaster" sub-deck panels (approximate 1-1/2" thickness) and replacement with fiber reinforced gypsum panels at the unit price quoted in the Proposal.

SEE SECTION "ALLOWANCES" FOR QUANTITIES TO BE INCLUDED IN BASE BID.

END OF SECTION 01 22 00

SECTION 01 23 00 - ALTERNATES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for alternates.

1.3 DEFINITIONS

A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the Bidding Requirements that may be added to the Base Bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
   1. The cost or credit for each alternate is the net addition to the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

1.4 PROCEDURES

A. Coordination: Modify or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.

B. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.

C. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated modifications to alternates.

D. Execute accepted alternates under the same conditions as other work of the Contract.

E. Schedule: A Schedule of Alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

Alternate No. 1; 600 Wing Re-Roof: State the amount to be added to the Base Bid for providing all labor and materials to remove and replace the existing roof covering the 400 Wing with metal roofing per the plans and specifications and as shown and noted in the Contract Documents. Approximate Horizontal area of 15,235sf.

Alternate No. 2; 900 Wing Re-Roof: State the amount to be added to the Base Bid for providing all labor and materials to remove and replace the existing roof covering the 700 Wing with metal roofing per the plans and specifications and as shown and noted in the Contract Documents. Approximate Horizontal area of 14,614sf.

Alternate No. 3; Owner Preferred Manufacturer-Base Bid: State the amount to be added to the **Base Bid** for providing all labor and materials indicated and required to accomplish Work involved in providing the Owner Preferred Manufacturers Listed Below:

Roofing: Manufacturer – Construction Metal Products, Inc.
2204 West Front Street
Statesville, North Carolina 28677

Alternate No. 4; Owner Preferred Manufacturer-Alternate 1: State the amount to be added to **Alternate 1** for providing all labor and materials indicated and required to accomplish Work involved in providing the Owner Preferred Manufacturers Listed Below:

Roofing: Manufacturer – Construction Metal Products, Inc.
2204 West Front Street
Statesville, North Carolina 28677

Alternate No. 5; Owner Preferred Manufacturer-Alternate 2: State the amount to be added to **Alternate 2** for providing all labor and materials indicated and required to accomplish Work involved in providing the Owner Preferred Manufacturers Listed Below:

Roofing: Manufacturer – Construction Metal Products, Inc.
2204 West Front Street
Statesville, North Carolina 28677

END OF SECTION 01 23 00

SECTION 01 25 00 - SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:
1. Administrative and procedural requirements for handling requests for substitutions made after award of the Contract.

B. Related Sections:
1. Division 01 Section "References" specifies the applicability of industry standards to products specified.
2. Division 01 Section "Submittals" specifies requirements for submitting the Contractor's Construction Schedule and the Submittal Schedule.

1.3 DEFINITIONS

A. Definitions in this Article do not change or modify the meaning of other terms used in the Contract Documents.

B. Substitutions: Changes in products, materials, equipment, and methods of construction required by the Contract Documents proposed by the Contractor after award of the Contract are considered to be requests for substitutions. The following are not considered to be requests for substitutions:
1. Substitutions requested during the bidding period, and accepted by Addendum prior to award of the Contract, are included in the Contract Documents and are not subject to requirements specified in this Section for substitutions.
2. Revisions to the Contract Documents requested by the Owner or Architect.
3. Specified options of products and construction methods included in the Contract Documents.
4. The Contractor's determination of and compliance with governing regulations and orders issued by governing authorities.

1.4 SUBMITTALS

A. Within 30 consecutive calendar days after the notice to proceed, each prime contractor shall submit a schedule for anticipated submission of all shop drawings, product data, samples, and similar submittals to the Project Expediter and the Designer. This schedule shall indicate the items, relevant specification sections, other related submittal, data, and the date when these items will be furnished to the designer.

B. Each contractor shall obtain written approval from the designer for the use of products, materials**,** equipment**,** assemblies or installation methods claimed as equal to those specified. Such approvals must be obtained as soon after contract awards as possible and before any materials are ordered. Applications for approvals shall be made by the contractor and not by subcontractors or material suppliers within thirty 30 days following award of contract. When the submittal schedule provided is approved, no further

substitutions will be permitted except in unusual or extenuating circumstances. If no list is submitted, the contractor shall supply materials specified.

C. Substitution Request Submittal: The Architect will consider requests for substitution if received within 30 consecutive calendar days after the notice to proceed. Requests received more than 30 consecutive calendar days after the notice to proceed will be rejected at the discretion of the Architect.
   1. Submit 3 copies of each request for substitution for consideration. Submit requests in the form and according to procedures required for change-order proposals.
   2. Identify the product or the fabrication or installation method to be replaced in each request. Include related Specification Section and Drawing numbers.
   3. Provide complete documentation showing compliance with the requirements for substitutions, and the following information, as appropriate:
      a. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by the Owner and separate contractors that will be necessary to accommodate the proposed substitution.
      b. A detailed comparison of significant qualities of the proposed substitution with those of the Work specified. Significant qualities may include elements, such as performance, weight, size, durability, and visual effect.
      c. Product Data, including Drawings and descriptions of products and fabrication and installation procedures. Samples, where applicable or requested.
      d. A statement indicating the substitution's effect on the Contractor's Construction Schedule compared to the schedule without approval of the substitution. Indicate the effect of the proposed substitution on overall Contract Time.
      e. Cost information, including a proposal of the net change, if any in the Contract Sum.
      f. The Contractor's certification that the proposed substitution conforms to requirements in the Contract Documents in every respect and is appropriate for the applications indicated.
      g. The Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of the failure of the substitution to perform adequately.

   4. Architect's Action: If necessary, the Architect will request additional information or documentation for evaluation within one week of receipt of a request for substitution. The Architect will notify the Contractor of acceptance or rejection of the substitution within 2 weeks of receipt of the request, or one week of receipt of additional information or documentation, whichever is later. Acceptance will be in the form of a change order.
      a. Use the product specified if the Architect cannot make a decision on the use of a proposed substitute within the time allocated.

PART 2 - PRODUCTS

2.1 SUBSTITUTIONS

A. Conditions: The Architect will receive and consider the Contractor's request for substitution when one or more of the following conditions are satisfied, as determined by the Architect. If the following conditions are not satisfied, the Architect will return the requests without action except to record noncompliance with these requirements.
   1. Extensive revisions to the Contract Documents are not required.
   2. Proposed changes are in keeping with the general intent of the Contract Documents.
   3. The request is timely, fully documented, and properly submitted.
   4. The specified product or method of construction cannot be provided within the Contract Time.
   5. The Architect will not consider the request if the product or method cannot be provided as a result of failure to pursue the Work promptly or coordinate activities properly.
   6. The request is directly related to an "or-equal" clause or similar language in the Contract Documents.

7. The requested substitution offers the Owner a substantial advantage, in cost, time, energy conservation, or other considerations, after deducting additional responsibilities the Owner must assume. The Owner's additional responsibilities may include compensation to the Architect for redesign and evaluation services, increased cost of other construction by the Owner, and similar considerations.
8. The specified product or method of construction cannot receive necessary approval by a governing authority, and the requested substitution can be approved.
9. The specified product or method of construction cannot be provided in a manner that is compatible with other materials and where the Contractor certifies that the substitution will overcome the incompatibility.
10. The specified product or method of construction cannot be coordinated with other materials and where the Contractor certifies that the proposed substitution can be coordinated.
11. The specified product or method of construction cannot provide a warranty required by the Contract Documents and where the Contractor certifies that the proposed substitution provides the required warranty.
12. Where a proposed substitution involves more than one contractor, each contractor shall cooperate with the other contractors involved to coordinate the Work, provide uniformity and consistency, and assure compatibility of products.

B. The Contractor's submittal and the Architect's acceptance of Shop Drawings, Product Data, or Samples for construction activities not complying with the Contract Documents do not constitute an acceptable or valid request for substitution, nor do they constitute approval.

C. By making requests for substitutions, the Contractor represents and certifies the following:
1. Represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified.
2. Represents that the Contractor will provide the same warranty for the substitution that the Contractor would for that specified.
3. Certifies that the cost data presented is complete and includes all related costs under this Contract except the Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent.
4. Will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 25 00

SECTION 01 26 00 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications.

B. Related Sections include the following:
   1. Division 01 Section "Allowances" for procedural requirements for handling and processing allowances.
   2. Division 01 Section "Unit Prices" for administrative requirements for using unit prices.
   3. Division 01 Section “Submittal Procedures” for requirements for the Contractor’s Construction Schedule.
   4. Division 01 Section “Payment Procedures” for administrative procedures governing Applications for Payment.
   5. Division 01 Section "Product Requirements" for administrative procedures for handling requests for substitutions made after Contract award.

1.3 MINOR CHANGES IN THE WORK

A. Architect will issue supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on appropriate SCO form.

1.4 PROPOSAL REQUESTS

A. Owner-Initiated Proposal Requests: **Architect** will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.

B. Proposal Requests issued by **Architect** are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
   Within **time specified in Proposal Request** after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
   1. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
   2. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
   3. Include costs of labor and supervision directly attributable to the change.
   4. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

C. Contractor-Initiated Proposals: If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a request for a change to **Architect**.

1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. Include costs of labor and supervision directly attributable to the change.
5. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
6. Comply with requirements in Division 01 Section "Product Requirements" if the proposed change requires substitution of one product or system for product or system specified.

D. Proposal Request Form: Use AIA Document G709 for Proposal Requests.

1.5 ALLOWANCES

A. Allowance Adjustment: To adjust allowance amounts, base each Change Order proposal on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place. If applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, and similar margins.
1. Include installation costs in purchase amount only where indicated as part of the allowance.
2. If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other margins claimed.
3. Submit substantiation of a change in scope of work, if any, claimed in Change Orders related to unit-cost allowances.
4. Owner reserves the right to establish the quantity of work-in-place by independent quantity survey, measure, or count.

B. Submit claims for increased costs because of a change in scope or nature of the allowance described in the Contract Documents, whether for the Purchase Order amount or Contractor's handling, labor, installation, overhead, and profit. Submit claims within (**7**) **Seven** days of receipt of the Change Order or Construction Change Directive authorizing work to proceed. Owner will reject claims submitted later than (**7) seven** days after such authorization.
1. Do not include Contractor's or subcontractor's indirect expense in the Change Order cost amount unless it is clearly shown that the nature or extent of work has changed from what could have been foreseen from information in the Contract Documents.
2. No change to Contractor's indirect expense is permitted for selection of higher- or lower-priced materials or systems of the same scope and nature as originally indicated.

1.6 CHANGE ORDER PROCEDURES

A. On Owner's approval of a Proposal Request, **Architect** will issue a Change Order for signing and approval of Owner and Contractor on **appropriate AIA form**.

1.7 CONSTRUCTION CHANGE DIRECTIVE

A. **Construction** Change Directive: **Architect** may issue a **Construction** Change Directive on **appropriate AIA form**, for subsequent inclusion in a Change Order.

B. **Construction** Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.

C. Documentation: Maintain detailed records on a time and material basis of work required by the **Construction** Change Directive.

1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 26 00

SECTION 01 29 00 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.

B. Related Sections include the following:
   1. Division 01 Section "Allowances" for procedural requirements governing handling and processing of allowances.
   2. Division 01 Section "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
   3. Division 01 Section "Unit Prices" for administrative requirements governing use of unit prices.

1.3 DEFINITIONS

A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

1.4 SCHEDULE OF VALUES

A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule.
   1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including the following:
      a. Application for Payment forms with Continuation Sheets.
      b. Submittals Schedule.
      c. Contractor's Construction Schedule.
      d. List of Subcontractors.
      e. Schedule of Allowances
      f. Schedule of Alternates.
      g. List of Products.
      h. List of Principal Suppliers and Fabricators.
   2. Submit the Schedule of Values to Architect at earliest possible date but no later than (7) seven days before the date scheduled for submittal of initial Applications for Payment.
   3. Subschedules: Where the Work is separated into phases requiring separately phased payments, provide subschedules showing values correlated with each phase of payment.

B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the Schedule of Values. Provide at least one line item for each Specification Section.
   1. Identification: Include the following Project identification on the Schedule of Values:
      a. Project name and location.

b. Name of Architect.
c. Architect's project number.
d. Contractor's name and address.
e. Date of submittal.

2. Submit draft of AIA Document G703 Continuation Sheets. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
   a. Related Specification Section or Division.
   b. Description of the Work.
   c. Name of subcontractor.
   d. Name of manufacturer or fabricator.
   e. Name of supplier.
   f. Change Orders (numbers) that affect value.
   g. Dollar value.
      1) Percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide several line items for principal subcontract amounts, where appropriate. **Include separate line items under required principal subcontracts for operation and maintenance manuals, punch list activities, Project Record Documents, and demonstration and training in the amount of 5 percent of the Contract Sum.**
4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
5. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
   a. Differentiate between items stored on-site and items stored off-site. DO NOT bill for off-site stored materials.
6. Provide separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
7. Allowances: Provide a separate line item in the Schedule of Values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
8. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
   a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at Contractor's option.
9. Schedule Updating: Update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.
10. Shop Drawings and Mobilization- Applications for payment shall not include preparation of shop drawings or mobilization. These items shall be included as part of work-in-place.
11. General Conditions: Applications for Payment for General Conditions shall be paid for in proportion to the amount of work completed.
12. Bonds and Insurance: Applications for Bonds and Insurance shall be accompanied with invoices from the Bond and Insurance provider.

1.5 APPLICATIONS FOR PAYMENT

A. Each Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
   1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.

B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction Work covered by each Application for Payment is the period indicated in the Agreement.

C. Payment Application Forms: Use **AIA Document G702 and AIA Document G703 Continuation Sheets** as form for Applications for Payment.

D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. **Architect** will return incomplete applications without action.
   1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
   2. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.

E. Transmittal: Submit [**5**] five signed and notarized original copies of each Application for Payment to **Architect** by a method ensuring receipt **within 24 hours**. One copy shall include waivers of lien and similar attachments if required.
   1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.

F. Waivers of Mechanic's Lien: With each Application for Payment, submit a notarized waiver of mechanic's lien from the Prime Contractor. With each Application for Payment, submit waivers of mechanic's liens from subcontractors, sub-subcontractors, and suppliers for construction period covered by the previous application. With each Application for Payment, submit waivers of mechanic's lien from every entity who is lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.
   1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
   2. When an application shows completion of an item, submit final or full waivers.
   3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
   4. Submit final Application for Payment with or preceded by final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
   5. Waiver Forms: Submit waivers of lien on forms, executed in a manner acceptable to Owner.

G. Bill of Material: With each Application for Payment, submit a bill of materials for each stored material listed for payment on the pay application. The bill of material shall state the quantity of material, stored on site, that is being billed for on the current Application for Payment. The bill of material shall correspond to the actually verified amount stored on site.

H. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
   1. List of subcontractors.
   2. Schedule of Values.
   3. Contractor's Construction Schedule (preliminary if not final).
   4. Products list.
   5. Schedule of unit prices.
   6. Submittals Schedule (preliminary if not final).
   7. List of Contractor's staff assignments.
   8. List of Contractor's principal consultants.
   9. Copies of building permits.
   10. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
   11. Initial progress report.
   12. Report of preconstruction conference.

13. Certificates of insurance and insurance policies.
14. Performance and payment bonds.
15. Data needed to acquire Owner's insurance.
16. Initial settlement survey and damage report if required.

I. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
3. Occupancy Permits and similar approvals.
4. Warranties (guarantees) and maintenance agreements.
5. Test/adjust/balance records.
6. Maintenance instructions.
7. Startup performance reports.
8. Changeover information related to Owner’s occupancy, use, operation, and maintenance.
9. Final Cleaning.
10. Application for reduction of retainage and consent of surety.
11. List of discrepancies (punchlist items), recognized as Owner approved exceptions that shall be completed within 30 days.
12. Advice on shifting insurance coverages.

J. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
3. Updated final statement, accounting for final changes to the Contract Sum.
4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
6. AIA Document G707, "Consent of Surety to Final Payment."
7. Evidence that claims have been settled.
8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
9. Final, liquidated damages settlement statement.
10. Transmittal of required project construction records to the Owner.
11. Certified property survey
12. Removal of temporary facilities and services.
13. Removal of surplus materials, rubbish, and similar elements.
14. Change or door locks to Owner’s access.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 29 00

SECTION 01 31 00 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
   1. Coordination Drawings.
   2. Administrative and supervisory personnel.
   3. Project meetings.
   4. Requests for Interpretation (RFIs).

B. Each contractor shall participate in coordination requirements. Certain areas of responsibility will be assigned to a specific contractor.

C. Related Sections include the following:
   1. Division 01 Section "Closeout Procedures" for coordinating closeout of the Contract.

1.3 DEFINITIONS

A. RFI: Request from Contractor seeking interpretation or clarification of the Contract Documents.

1.4 COORDINATION

A. The General Contractor shall coordinate construction activities of other contractors, the Owner, and other entities involved to assure efficient and orderly installation of each part of the work.

B. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections, that depend on each other for proper installation, connection, and operation.

C. Coordination: Each contractor shall coordinate its construction operations with those of other contractors and entities to ensure efficient and orderly installation of each part of the Work. Each contractor shall coordinate its operations with operations, included in different Sections, that depend on each other for proper installation, connection, and operation.
   1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
   2. Coordinate installation of different components with other contractors to ensure maximum accessibility for required maintenance, service, and repair.
   3. Make adequate provisions to accommodate items scheduled for later installation.
   4. Where availability of space is limited, coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair of all components, including mechanical and electrical.

D. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.

1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.

E. Administrative Procedures: The General Contractor shall coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
1. Preparation of Contractor's Construction Schedule.
2. Preparation of the Schedule of Values.
3. Installation and removal of temporary facilities and controls.
4. Delivery and processing of submittals.
5. Progress meetings.
6. Preinstallation conferences.
7. Project closeout activities.
8. Startup and adjustment of systems.
9. Project closeout activities.

F. Conservation: The General Contractor shall coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.
1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. Refer to other Sections for disposition of salvaged materials that are designated as Owner's property.

1.5 SUBMITTALS

A. Coordination Drawings: Prepare Coordination Drawings if limited space availability necessitates maximum utilization of space for efficient installation of different components or if coordination is required for installation of products and materials fabricated by separate entities.
1. Content: Project-specific information, drawn accurately to scale. Do not base Coordination Drawings on reproductions of the Contract Documents or standard printed data. Include the following information, as applicable:
   a. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
   b. Indicate required installation sequences.
   c. Indicate dimensions shown on the Contract Drawings and make specific note of dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Architect for resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.
2. Sheet Size: At least 8-1/2 by 11 inches but no larger than 30 by 40 inches.
3. Number of Copies: Submit two opaque copies of each submittal. Architect will return **one copy**.
   a. Submit five copies where Coordination Drawings are required for operation and maintenance manuals. Architect will retain two copies; remainder will be returned. Mark up and retain one returned copy as a Project Record Drawing.
4. Refer to individual Sections for Coordination Drawing requirements for Work in those Sections.

B. Key Personnel Names: Within 15 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home and office telephone numbers. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.
1. Post copies of list in Project meeting room, in temporary field office, and by each temporary telephone. Keep list current at all times.

1.6 ADMINISTRATIVE AND SUPERVISORY PERSONNEL

A. General: In addition to Project superintendent, provide other administrative and supervisory personnel as required for proper performance of the Work.
   1. Include special personnel required for coordination of operations with other contractors.

B. Project Manager: General Contractor shall be required to provide and identify a qualified Project Manager who is responsible for overseeing all administrative activities for their Work.
   1. The Contractor shall be required to demonstrate his capability to provide a qualified Project Manager for the project who is acceptable to the Owner and Architect. The Project Manager shall have at least five years successful experience on projects of similar size, scope and nature. Contractor shall be required to substantiate these qualifications with a written submittal within seven calendar days after opening of the Bids.
   2. The Contractor is charged with providing a qualified and experienced Project Manager for this project to the satisfaction of the Owner and Architect, and the Owner reserves the right to disapprove a proposed Project Manager who does not appear to be fully qualified and experienced to accomplish the work of the Project.
   3. This Project Manager shall have the necessary authority to speak on behalf of the Contractor and commit the Contractor's resources.
   4. Duties and responsibilities anticipated to be the responsibility of the Project Manager include, but are not limited to, the following:
      a. Preparation, submittal and coordination of required submittals.
      b. Scheduling and sequencing the Work.
      c. Preparation of coordination drawings.
      d. Coordination of materials and equipment purchasing, scheduling and delivery.
      e. Coordination of Subcontractor/Installer and labor force scheduling.
      f. Other duties and responsibilities as necessary and customary to back up and assist the Superintendent.
   5. Project Manager shall have email access for the entire length of the project for communication with the design team, emailing of submittals, reports, field reports, proposal requests, RFIs, and change orders.

1.7 PROJECT MEETINGS

A. General: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.
   1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner, State Construction and Architect of scheduled meeting dates and times.
   2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
   3. Minutes: Record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within three days of the meeting.

B. Preconstruction Conference: Schedule a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 15 days after execution of the Agreement. Hold the conference at Project site or another convenient location. Conduct the meeting to review responsibilities and personnel assignments.
   1. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
   2. Agenda: Discuss items of significance that could affect progress, including the following:
      a. Tentative construction schedule.
      b. Phasing.
      c. Critical work sequencing and long-lead items.
      d. Designation of key personnel and their duties.
      e. Procedures for processing field decisions and Change Orders.

f. Procedures for RFIs.
g. Procedures for testing and inspecting.
h. Procedures for processing Applications for Payment.
i. Distribution of the Contract Documents.
j. Submittal procedures.
k. Preparation of Record Documents.
l. Use of the premises (and existing building if required).
m. Work restrictions.
n. Owner's occupancy requirements.
o. Responsibility for temporary facilities and controls.
p. Construction waste management and recycling.
q. Parking availability.
r. Office, work, and storage areas.
s. Equipment deliveries and priorities.
t. First aid.
u. Security.
v. Progress cleaning.
w. Working hours.

3. Minutes: **Architect will record** and distribute meeting minutes.

C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction.
1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect of scheduled meeting dates.
2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
a. The Contract Documents.
b. Options.
c. Related RFIs.
d. Related Change Orders.
e. Purchases and Deliveries.
f. Submittals.
g. Review of mockups.
h. Possible conflicts.
i. Compatibility problems.
j. Time schedules.
k. Weather limitations.
l. Manufacturer's written recommendations.
m. Warranty requirements.
n. Compatibility of materials.
o. Acceptability of substrates.
p. Temporary facilities and controls.
q. Space and access limitations.
r. Regulations of authorities having jurisdiction.
s. Testing and inspecting requirements.
t. Installation procedures.
u. Coordination with other work.
v. Required performance results.
w. Protection of adjacent work, construction and personnel.
3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
4. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.

5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.

D. Progress Meetings: Conduct progress meetings at **weekly** intervals. Coordinate dates of meetings with preparation of payment requests.
   1. Attendees: Each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. In addition, representatives of Owner and Architect may be present All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
   2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
      a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
         1) Review schedule for next period.
      b. Review present and future needs of each entity present, including the following:
         1) Interface requirements.
         2) Sequence of operations.
         3) Status of submittals.
         4) Deliveries.
         5) Off-site fabrication.
         6) Access.
         7) Site utilization.
         8) Temporary facilities and controls.
         9) Work hours.
         10) Hazards and risks.
         11) Progress cleaning.
         12) Quality and work standards.
         13) Status of correction of deficient items.
         14) Field observations.
         15) RFIs.
         16) Status of proposal requests.
         17) Pending changes.
         18) Status of Change Orders.
         19) Pending claims and disputes.
         20) Documentation of information for payment requests.
   3. Minutes: Contractor will record and distribute to all relevant subcontractors the weekly minutes.
   4. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.
      a. Schedule Updating: Revise Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

E. Coordination Meetings: Contractor shall conduct project coordination meetings at **weekly** intervals. Project coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and pre-installation conferences.
   1. Attendees: Each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. In addition, representatives of Owner and Architect may be present

All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.

2. Agenda: Review and correct or approve minutes of the previous coordination meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
   a. Combined Contractor's Construction Schedule: Review progress since the last coordination meeting. Determine whether each contract is on time, ahead of schedule, or behind schedule, in relation to Combined Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
   b. Schedule Updating: Revise Combined Contractor's Construction Schedule after each coordination meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with report of each meeting.
   c. Review present and future needs of each contractor present, including the following:
      1) Interface requirements.
      2) Sequence of operations.
      3) Status of submittals.
      4) Deliveries.
      5) Off-site fabrication.
      6) Access.
      7) Site utilization.
      8) Temporary facilities and controls.
      9) Work hours.
      10) Hazards and risks.
      11) Progress cleaning.
      12) Quality and work standards.
      13) Change Orders.
   d. Reporting: Contractor shall Record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

1.8 REQUESTS FOR INTERPRETATION (RFIs)

A. Procedure: Immediately on discovery of the need for interpretation of the Contract Documents, and if not possible to request interpretation at Project meeting, prepare and submit an RFI in the form specified.
   1. RFIs shall originate with Contractor. RFIs submitted by entities other than Contractor will be returned with no response.
   2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.

B. Content of the RFI: Include a detailed, legible description of item needing interpretation and the following:
   1. Project name.
   2. Date.
   3. Name of Contractor.
   4. Name of Architect.
   5. RFI number, numbered sequentially.
   6. Specification Section number and title and related paragraphs, as appropriate.
   7. Drawing number and detail references, as appropriate.
   8. Field dimensions and conditions, as appropriate.
   9. Contractor's suggested solution(s). If Contractor's solution(s) impact the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
   10. Contractor's signature.
   11. Attachments: Include drawings, descriptions, measurements, photos, Product Data, Shop Drawings, and other information necessary to fully describe items needing interpretation.

a. Supplementary drawings prepared by Contractor shall include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments.

C. Hard-Copy RFIs:
1. Identify each page of attachments with the RFI number and sequential page number.

D. Software-Generated RFIs: Software-generated form with substantially the same content as indicated above.
1. Attachments shall be electronic files in PDF format.

E. Architect's Action: Architect will review each RFI, determine action required, and return it. Allow **ten** working days for Architect's response for each RFI. RFIs received after 1:00 p.m. will be considered as received the following working day.
1. The following RFIs will be returned without action:
a. Requests for approval of submittals or substitutions.
b. Requests for coordination information already indicated in the Contract Documents.
c. Requests for adjustments in the Contract Time or the Contract Sum.
d. Requests for interpretation of Architect's actions on submittals.
e. Incomplete RFIs or RFIs with numerous errors.
2. Architect's action may include a request for additional information, in which case Architect's time for response will start again.
3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 01 Section "Contract Modification Procedures."
a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within (**10**) days of receipt of the RFI response.

F. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within **seven** days if Contractor disagrees with response.

G. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log **weekly**. **Include the following:**
1. Project name.
2. Name and address of Contractor.
3. Name and address of Architect.
4. RFI number including RFIs that were dropped and not submitted.
5. RFI description.
6. Date the RFI was submitted.
7. Date Architect's response was received.
8. Identification of related Minor Change in the Work, Field Order, Construction Change Directive, and Proposal Request, as appropriate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 GENERAL COORDINATION PROVISIONS

A. **Inspection of Conditions:** The Contractor shall require the Installer of each major component to inspect both the substrate and conditions under which work is to be performed. Do not proceed until unsatisfactory conditions have been corrected in an acceptable manner.

B. **Coordinate temporary enclosures** with required inspections and tests to minimize the necessity of uncovering completed construction for that purpose.

3.2 CLEANING AND PROTECTION

A. **Clean and protect construction** in progress and adjoining materials in place during handling and installation. Apply protective covering where required to assure protection from damage or deterioration at Substantial Completion.

B. **Clean and provide maintenance** on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to assure operability without damaging effects.

C. **Limiting Exposures:** Each contractor shall supervise its construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period. Where applicable, such exposures include, but are not limited to, the following:

1. Excessive static or dynamic loading, internal or external pressures, high or low temperatures.
2. Thermal shock.
3. Excessively high or low humidity.
4. Air contamination or pollution.
5. Water or ice.
6. Solvents or Chemicals.
7. Light.
8. Radiation.
9. Puncture
10. Abrasion.
11. Heavy traffic.
12. Soiling, staining, and corrosion.
13. Bacteria.
14. Rodent and insect infestation.
15. Combustion.
16. Electrical current.
17. High-speed operation.
18. Improper lubrication.
19. Unusual wear or other misuse.
20. Contact between incompatible materials.
21. Destructive testing.
22. Misalignment.
23. Excessive weathering.
24. Unprotected storage.
25. Improper shipping or handling.
26. Theft or Vandalism.

END OF SECTION 01 31 00

SECTION 01 33 00 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.

B. Related Sections include the following:
1. Division 01 Section "Payment Procedures" for submitting Applications for Payment and the Schedule of Values.
2. Division 01 Section "Project Management and Coordination" for submitting and distributing meeting and conference minutes and for submitting Coordination Drawings.
3. Division 01 Section "Quality Requirements" for submitting test and inspection reports and for mockup requirements.
4. Division 01 Section "Closeout Procedures" for submitting warranties.
5. Division 01 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
6. Divisions 02 through 49 Sections for specific requirements for submittals in those Sections.

1.3 DEFINITIONS

A. Action Submittals: Written and graphic information that requires Architect’s responsive action.

B. Informational Submittals: Written information that does not require Architect's responsive action. Submittals may be rejected for not complying with requirements.

C. Field Samples: Full-size physical examples erected on-site to illustrate finishes, coatings, or finish materials. Field samples are used to establish the standard by which the Work will be judged.

D. Mockups: Full-size assemblies for review of construction, coordination, testing, or operation; they are not Samples.

1.4 SUBMITTAL PROCEDURES

A. General: Electronic copies of CAD Drawings of the Contract Drawings **will not** be provided by Architect for Contractor's use in preparing submittals unless a Waiver is provided by the Contractor.

B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.

2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
    a. **Architect reserves** the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received

C. Submittals Schedule: Comply with requirements in Division 01 Section "Construction Progress Documentation" for list of submittals and time requirements for scheduled performance of related construction activities.

D. Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on **Architect's** receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
1. Initial Review: Allow twenty-one (21) days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. **Architect** will advise Contractor when a submittal being processed must be delayed for coordination.
2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
3. Resubmittal Review: Allow fourteen (14) days for review of each resubmittal.
4. Sequential Review: Where sequential review of submittals by Architect's consultants, Owner, or other parties is indicated, allow twenty-one (21) days for initial review of each submittal.
    a. Steel may be submitted for sequential review.
5. Concurrent Consultant Review: Where the Contract Documents indicate that submittals may be transmitted simultaneously to Architect and to Architect's consultants, allow twenty-one (21) days for review of each submittal. Submittal will be returned to **Architect** before being returned to Contractor:
    a. Concurrent Consultant Review: Civil (Site and Site utilities, Structural (Steel and Concrete), Plumbing, Mechanical and Electrical.

E. Identification: Place a permanent label or title block on each submittal for identification.
1. Indicate name of firm or entity that prepared each submittal on label or title block.
2. Provide a space approximately 6 by 8 inches on label or beside title block to record Contractor's review and approval markings and action taken by Architect.
3. Include the following information on label for processing and recording action taken:
    a. Project name.
    b. Date.
    c. Name and address of Architect.
    d. Name and address of Contractor.
    e. Name and address of subcontractor.
    f. Name and address of supplier.
    g. Name of manufacturer.
    h. Submittal number or other unique identifier, including revision identifier.
        1) Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 06100.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., 06100.01.A).
    i. Number and title of appropriate Specification Section.
    j. Drawing number and detail references, as appropriate.
    k. Location(s) where product is to be installed, as appropriate.
    l. Other necessary identification.

F. Deviations: Highlight or otherwise specifically identify deviations from the Contract Documents on submittals.

G. Additional Copies: Unless additional copies are required for final submittal, and unless Architect observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.

1. Submit one copy of submittal to concurrent reviewer in addition to specified number of copies to Architect.
2. Additional copies submitted for maintenance manuals will **not** be marked with action taken and will be returned.

H. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect will return submittals, without review, received from sources other than Contractor.
1. Transmittal Form: Use facsimile of sample form provided at end of Section.
2. On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same label information as related submittal.

I. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
1. Note date and content of previous submittal.
2. Note date and content of revision in label or title block and clearly indicate extent of revision.
3. Resubmit submittals until they are marked "."

J. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.

K. Use for Construction: Use only final submittals with mark indicating approval notation from Architect's action stamp taken by Architect.

1.5 CONTRACTOR'S USE OF ARCHITECT'S CAD FILES

A. General: At Contractor's written request, copies of Architect's CAD files will be provided to Contractor for Contractor's use in connection with Project, subject to the following conditions:
1. Contractor shall sign waiver form provided by Architect.

PART 2 - PRODUCTS

2.1 ACTION SUBMITTALS

A. General: Prepare and submit Action Submittals required by individual Specification Sections.

B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
1. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.
2. Mark each copy of each submittal to show which products and options are applicable.
3. Include the following information, as applicable:
   a. Manufacturer's written recommendations.
   b. Manufacturer's product specifications.
   c. Manufacturer's installation instructions.
   d. Standard color charts.
   e. Manufacturer's catalog cuts.
   f. Wiring diagrams showing factory-installed wiring.
   g. Printed performance curves.
   h. Operational range diagrams.

i. Mill reports.
j. Standard product operation and maintenance manuals.
k. Compliance with specified referenced standards.
l. Testing by recognized testing agency.
m. Application of testing agency labels and seals.
n. Notation of coordination requirements.

4. Submit Product Data before or concurrent with Samples.
5. Number of Copies: Submit six copies of Product Data, unless otherwise indicated. Architect will return two copies. Mark up and retain one returned copy as a Project Record Document.

C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data. Submittal of Architect's or Engineers's CAD Drawings are not permitted

1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
   a. Dimensions.
   b. Identification of products.
   c. Fabrication and installation drawings.
   d. Roughing-in and setting diagrams.
   e. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
   f. Shopwork manufacturing instructions.
   g. Templates and patterns.
   h. Schedules.
   i. Design calculations.
   j. Compliance with specified standards.
   k. Notation of coordination requirements.
   l. Notation of dimensions established by field measurement.
   m. Relationship to adjoining construction clearly indicated.
   n. Seal and signature of professional engineer if specified.
   o. Wiring Diagrams: Differentiate between manufacturer-installed and field-installed wiring.
2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches but no larger than 30 by 40 inches. Retain one of two subparagraphs below. First subparagraph assumes Architect and Contractor will make copies from opaque print.
3. Number of Copies: Submit two opaque (bond) copies of each submittal. Architect will return one copy.
4. Number of Copies: Submit six opaque copies of each submittal, unless copies are required for operation and maintenance manuals. Submit six copies where copies are required for operation and maintenance manuals. Architect will retain two copies; remainder will be returned

D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.

1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
2. Identification: Attach label on unexposed side of Samples that includes the following:
   a. Generic description of Sample.
   b. Product name and name of manufacturer.
   c. Sample source.
   d. Number and title of appropriate Specification Section.

E. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.

1. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
   Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.

F. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
   1. Number of Samples: Submit two full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.
   2. No color selection shall be made until all samples of items requiring color selections have been submitted to the Architect. Color selections shall be submitted to the Contractor in a finish schedule.

G. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
   1. Number of Samples: Submit three sets of Samples. Architect will retain two Sample sets; remainder will be returned
      a. Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
      b. If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.

H. Product Schedule or List: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
   1. Type of product. Include unique identifier for each product.
   2. Number and name of room or space.
   3. Location within room or space.
   4. Number of Copies: Submit three copies of product schedule or list, unless otherwise indicated. Architect will return two copies.

I. Contractor's Construction Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation" for Construction Manager's action.

J. Submittals Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation."

K. Application for Payment: Comply with requirements specified in Division 01 Section "Payment Procedures."

L. Schedule of Values: Comply with requirements specified in Division 01 Section "Payment Procedures."

M. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
   1. Name, address, and telephone number of entity performing subcontract or supplying products.
   2. Number and title of related Specification Section(s) covered by subcontract.
   3. Drawing number and detail references, as appropriate, covered by subcontract.

4. Number of Copies: Submit three copies of subcontractor list, unless otherwise indicated. Architect will return one copies.

2.2 INFORMATIONAL SUBMITTALS

A. General: Prepare and submit Informational Submittals required by other Specification Sections.
   1. Number of Copies: Submit two copies of each submittal, unless otherwise indicated. Architect will not return copies.
   2. Certificates and Certifications: Provide a notarized statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
   3. Test and Inspection Reports: Comply with requirements specified in Division 01 Section "Quality Requirements."

B. Coordination Drawings: Comply with requirements specified in Division 01 Section "Project Management and Coordination."

C. Contractor's Construction Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation."

D. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.

E. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification (WPS) and Procedure Qualification Record (PQR) on AWS forms. Include names of firms and personnel certified.

F. Installer Certificates: Prepare written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.

G. Manufacturer Certificates: Prepare written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
   1. Coordinate LEED credit submittal that include compliance documentation from the manufacturer

H. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.

I. Material Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.

J. Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.

K. Product Test Reports: Prepare written reports indicating current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.

L. Research/Evaluation Reports: Prepare written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
1. Name of evaluation organization.
2. Date of evaluation.
3. Time period when report is in effect.
4. Product and manufacturers' names.
5. Description of product.
6. Test procedures and results.
7. Limitations of use.

M. Schedule of Tests and Inspections: Comply with requirements specified in Division 01 Section "Quality Requirements."

N. Preconstruction Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.

O. Compatibility Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.

P. Field Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.

Q. Maintenance Data: Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment. Comply with requirements specified in Division 01 Section "Operation and Maintenance Data."

R. Design Data: Prepare written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

S. Manufacturer's Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturer. Include the following, as applicable:
1. Preparation of substrates.
2. Required substrate tolerances.
3. Sequence of installation or erection.
4. Required installation tolerances.
5. Required adjustments.
6. Recommendations for cleaning and protection.

T. Manufacturer's Field Reports: Prepare written information documenting factory-authorized service representative's tests and inspections. Include the following, as applicable:
1. Name, address, and telephone number of factory-authorized service representative making report.
2. Statement on condition of substrates and their acceptability for installation of product.
3. Statement that products at Project site comply with requirements.
4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
5. Results of operational and other tests and a statement of whether observed performance complies with requirements.

6. Statement whether conditions, products, and installation will affect warranty.
7. Other required items indicated in individual Specification Sections.

U. Insurance Certificates and Bonds: Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and term of the coverage.

V. Construction Comply with requirements specified in Division 01 Section " Photographic Documentation."

W. Material Safety Data Sheets (MSDSs): Submit information directly to Owner; do not submit to Architect.
1. Architect will not review submittals that include MSDSs and will return the entire submittal for resubmittal.

2.3 DELEGATED DESIGN

A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.

B. Delegated-Design Submittal: In addition to Shop Drawings, Product Data, and other required submittals, submit three copies of a statement, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

A. Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.

B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ARCHITECT'S / ACTION

A. General: Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.

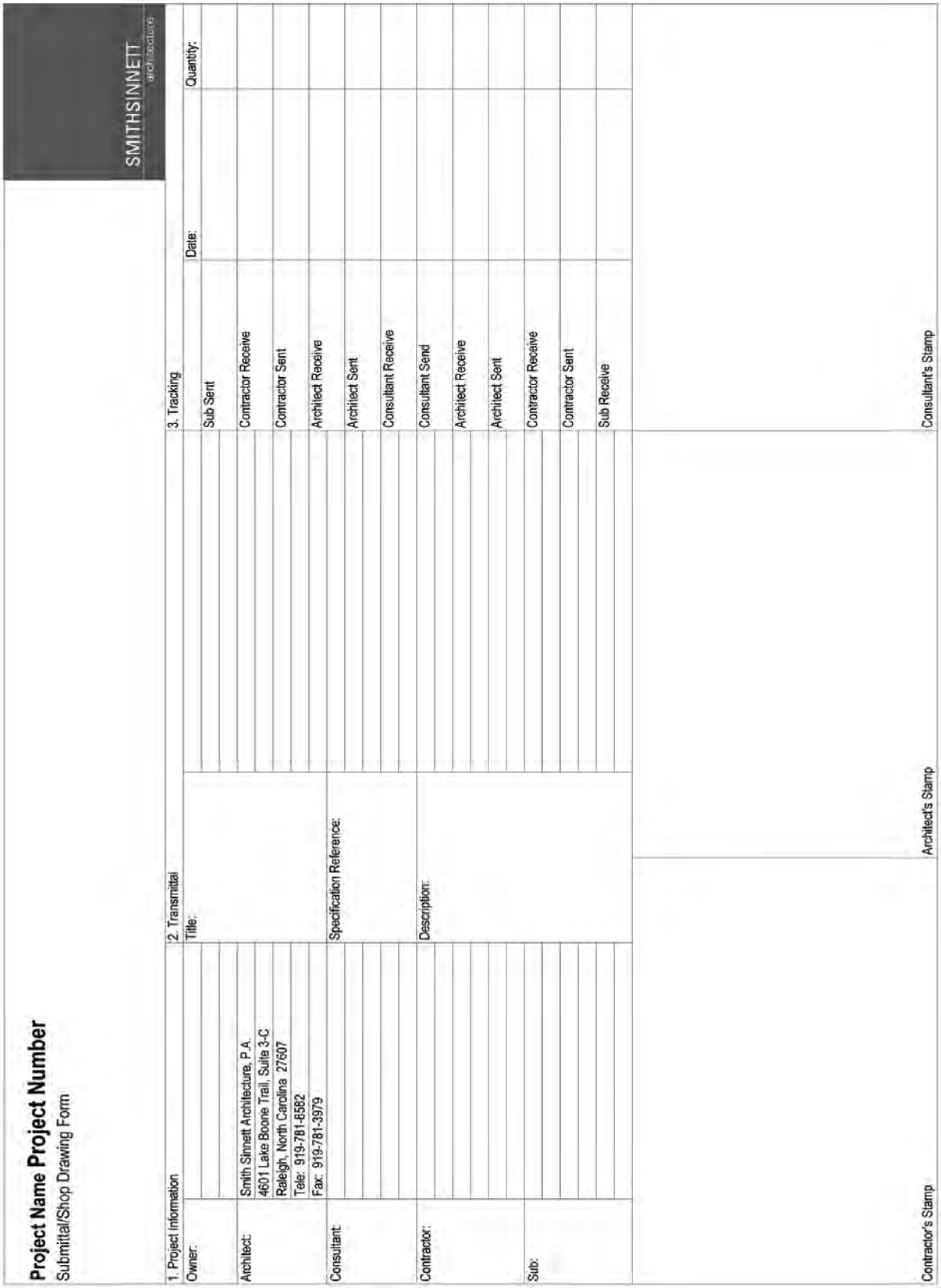
B. Action Submittals: Architect will review each submittal, make marks to indicate corrections or modifications required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken.

C. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.

D. Partial submittals are not acceptable, will be considered nonresponsive, and will be returned without review.

E. No submittal involving the selection of a color will be released until all colors are selected and approved by the Owner.

F. Submittals not required by the Contract Documents may not be reviewed and may be discarded.



Project Name Project Number
Submittal/Shop Drawing Form

SMITHSINNETT
architecture

1. Project Information

Owner:

Architect: Smith Sinnett Architecture, P.A.
4601 Lake Boone Trail, Suite 3-C
Raleigh, North Carolina 27607
Tele: 919-781-6582
Fax: 919-781-3979

Consultant:

Contractor:

Sub:

2. Transmittal

Title:

Specification Reference:

Description:

3. Tracking

	Date:	Quantity:
Sub Sent		
Contractor Receive		
Contractor Sent		
Architect Receive		
Architect Sent		
Consultant Receive		
Consultant Send		
Architect Receive		
Architect Sent		
Contractor Receive		
Contractor Sent		
Sub Receive		

Contractor's Stamp

Architect's Stamp

Consultant's Stamp

END OF SECTION 01 33 00

SECTION 01 40 00 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for quality assurance and quality control.

B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
   1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
   2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
   3. Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.

C. Related Sections include the following:
   1. Division 01 Section "Cutting and Patching" for repair and restoration of construction disturbed by testing and inspecting activities.
   2. Divisions 02 through 49 Sections for specific test and inspection requirements.

1.3 DEFINITIONS

A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.

B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect.

C. Mockups: Full-size, physical assemblies that are constructed on-site. Mockups are used to verify selections made under sample submittals, to demonstrate aesthetic effects and, where indicated, qualities of materials and execution, and to review construction, coordination, testing, or operation; they are not Samples. Approved mockups establish the standard by which the Work will be judged**.**

D. Laboratory Mockups: Full-size, physical assemblies that are constructed at testing facility to verify performance characteristics.

E. Preconstruction Testing: Tests and inspections that are performed specifically for the Project before products and materials are incorporated into the Work to verify performance or compliance with specified criteria.

F. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with industry standards.

G. Source Quality-Control Testing: Tests and inspections that are performed at the source, i.e., plant, mill, factory, or shop.

H. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.

I. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

J. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
   1. Using a term such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to tradespeople of the corresponding generic name.

K. Experienced: When used with an entity, "experienced" means having successfully completed a minimum of five previous projects similar in size and scope to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.4 CONFLICTING REQUIREMENTS

A. General: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to Architect for a decision before proceeding.

B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

1.5 SUBMITTALS

A. Qualification Data: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.

B. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
   1. Specification Section number and title.
   2. Description of test and inspection.
   3. Identification of applicable standards.
   4. Identification of test and inspection methods.
   5. Number of tests and inspections required.
   6. Time schedule or time span for tests and inspections.
   7. Entity responsible for performing tests and inspections.
   8. Requirements for obtaining samples.
   9. Unique characteristics of each quality-control service.

C. Reports: Prepare and submit certified written reports that include the following:
   1. Date of issue.
   2. Project title and number.
   3. Name, address, and telephone number of testing agency.
   4. Dates and locations of samples and tests or inspections.
   5. Names of individuals making tests and inspections.
   6. Description of the Work and test and inspection method.
   7. Identification of product and Specification Section.
   8. Complete test or inspection data.
   9. Test and inspection results and an interpretation of test results.

10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
12. Name and signature of laboratory inspector.
13. Recommendations on retesting and reinspecting.

D. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.6 QUALITY ASSURANCE

A. Qualifications paragraphs in this Article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.

B. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.

C. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

D. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar to those indicated for this Project in material, design, and extent.

F. Specialists: Certain sections of the Specifications require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
1. Requirement for specialists shall not supersede building codes and regulations governing the Work.

G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 548; and with additional qualifications specified in individual Sections; and where required by authorities having jurisdiction, that is acceptable to authorities.
1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.

H. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

I. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:
1. Contractor responsibilities include the following:
    a. Provide test specimens representative of proposed products and construction.
    b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
    c. Provide sizes and configurations of test assemblies, mockups, and laboratory mockups to adequately demonstrate capability of products to comply with performance requirements.
    d. Build site-assembled test assemblies and mockups using installers who will perform same tasks for Project.
    e. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.

f. When testing is complete, remove test specimens, assemblies, mockups, and laboratory mockups; do not reuse products on Project.

2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

J. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:

1. Build mockups in location and of size indicated or, if not indicated, as directed by Architect.
2. Notify Architect seven days in advance of dates and times when mockups will be constructed.
3. Demonstrate the proposed range of aesthetic effects and workmanship.
4. Obtain Architect's approval of mockups before starting work, fabrication, or construction.
   a. Allow seven days for initial review and each re-review of each mockup.
5. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
6. Demolish and remove mockups when directed, unless otherwise indicated.

K. Laboratory Mockups: Comply with requirements of preconstruction testing and those specified in individual Sections in Divisions 02 through 49.

1.7 QUALITY CONTROL

A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.

1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
2. Payment for these services will be made from testing and inspecting allowances, as authorized by Change Orders.
3. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor.

B. Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not. Cost for these services are included in the Contract Sum

1. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
   a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
2. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.

C. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Division 01 Section "Submittal Procedures."

D. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.

E. Testing Agency Responsibilities: Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.

1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
6. Do not perform any duties of Contractor.

F. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.
2. Incidental labor and facilities necessary to facilitate tests and inspections.
3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
4. Facilities for storage and field curing of test samples.
5. Delivery of samples to testing agencies.
6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
7. Security and protection for samples and for testing and inspecting equipment at Project site.

G. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.

H. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents. Submit schedule within 30 days of date established for the Notice to Proceed.
1. Distribution: Distribute schedule to Owner, Architect, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

1.8 SPECIAL TESTS AND INSPECTIONS

A. Special Tests and Inspections: Owner will engage a qualified testing agency to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner.

B. Refer to Division 01 “Quality Assurance Special Inspections” for the Statement of Special Inspections and the Contractor’s Statement of Responsibility.

C. Special Tests and Inspections: Conducted by a qualified testing agency as required by authorities having jurisdiction, as indicated in individual Specification Sections, and as follows:
1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviewing the completeness and adequacy of those procedures to perform the Work.
2. Notifying Architect and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
3. Submitting a certified written report of each test, inspection, and similar quality-control service to Architect with copy to Contractor and to authorities having jurisdiction.
4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
6. Cost of retesting and re-inspecting corrected work shall be borne by the Contractor.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 ACCEPTABLE TESTING AGENCIES

A. Testing agency will be hired by and paid for by the Owner**.**

3.2 TEST AND INSPECTION LOG

A. Prepare a record of tests and inspections. Include the following:
   1. Date test or inspection was conducted.
   2. Description of the Work tested or inspected.
   3. Date test or inspection results were transmitted to Architect.
   4. Identification of testing agency or special inspector conducting test or inspection.

B. Maintain log at Project site. Post changes and modifications as they occur. Provide access to test and inspection log for Architect's reference during normal working hours.

3.3 REPAIR AND PROTECTION

A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
   1. Provide materials and comply with installation requirements specified in other Specification Sections. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible.
   2. Comply with the Contract Document requirements for Division 01 Section "Cutting and Patching."

B. Protect construction exposed by or for quality-control service activities.

C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 01 40 00

SECTION 01 50 00 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes requirements for temporary utilities, support facilities, and security and protection facilities.

B. Related Sections include the following:
1. Division 01 Section "Summary" for limitations on utility interruptions and other work restrictions.
2. Division 01 Section "Submittal Procedures" for procedures for submitting copies of implementation and termination schedule and utility reports.

1.3 DEFINITIONS

A. Permanent Enclosure: As determined by Architect, permanent or temporary roofing is complete, insulated, and weathertight; exterior walls are insulated and weathertight; and all openings are closed with permanent construction or substantial temporary closures.

1.4 USE CHARGES

A. General: Cost or use charges for temporary facilities shall be included in the Contract Sum. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Owner's construction forces, Architect, occupants of Project, testing agencies, and authorities having jurisdiction.

B. Water Service: Pay all water service connection expenses or charges for water used by all entities for construction operations.

C. Electric Power Service: Pay all electric power service use charges for electricity used by all entities for construction operations.

1.5 SUBMITTALS

A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.

1.6 QUALITY ASSURANCE

A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.

B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

1.7 PROJECT CONDITIONS

A. Temporary Use of Permanent Facilities: Installer of each permanent service shall assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

PART 2 - PRODUCTS

2.1 MATERIALS

2.2 TEMPORARY FACILITIES

A. Field Offices, General: CONTRACTOR"S OPTION. Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.

2.3 EQUIPMENT

A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

B. HVAC Equipment: Unless Owner authorizes use of permanent HVAC system, provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.
   1. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.
   2. Heating Units: Listed and labeled for type of fuel being consumed, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
   3. Permanent HVAC System: If Owner authorizes use of permanent HVAC system for temporary use during construction, provide filter with MERV of 8 at each return air grille in system and remove at end of construction.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.

B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

A. General: Install temporary service or connect to existing service.

1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.

B. Water Service: Use of Owner's existing water service facilities will be permitted, as long as facilities are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.
   1. Where installations below an outlet might be damaged by spillage or leakage, provide a drip pan of suitable size to minimize water damage. Drain accumulated water promptly from pans.

C. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
   1. Use of Owner's existing toilet facilities will be not be permitted

D. Electric Power Service: Provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations.
   1. Install electric power service overhead unless otherwise indicated.

   Connect temporary service to Owner's existing power source, as directed by Owner.

E. Provide superintendent with cellular telephone or portable two-way radio for use when away from field office.

3.3 SUPPORT FACILITIES INSTALLATION

A. General: Comply with the following:
   1. Provide incombustible construction for offices, shops, and sheds located within construction area or within 30 feet of building lines. Comply with NFPA 241.
   2. Locate, and relocate if necessary, construction support facilities to limit site disturbance as indicated in Section 01 10 00 Summary.
   3. Maintain support facilities until near Substantial Completion. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.

B. Project Identification and Temporary Signs: Provide Project identification and other signs. Install signs where indicated to inform public and individuals seeking entrance to Project. Unauthorized signs are not permitted.
   1. Provide temporary, directional signs for construction personnel and visitors.
   2. Maintain and touchup signs so they are legible at all times.

C. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction.

SECURITY AND PROTECTION FACILITIES INSTALLATION

A. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
   1. Comply with work restrictions specified in Division 01 Section "Summary."

B. Temporary Erosion and Sedimentation Control: Comply with requirements specified in Division 31 Section "Site Clearing."

C. Stormwater Control: Comply with authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.

D. Pest Control: Engage pest-control service to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests and to perform extermination and control procedures at regular intervals so Project will be free of pests and their residues at Substantial Completion. Obtain extended warranty for Owner. Perform control operations lawfully, using environmentally safe materials.

E. Site Enclosure Fence: Before construction of building additions begin, furnish and install site enclosure fence in a manner that will prevent people and animals from easily entering new construction area, except by entrance gates.
   1. Extent of Fence: As required to enclose portion determined sufficient to accommodate construction operations.

F. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241.
   1. Prohibit smoking in construction areas.
   2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
   3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.

3.5 OPERATION, TERMINATION, AND REMOVAL

A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.

B. Maintenance: Maintain facilities in good operating condition until removal.
   1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.

C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Final Acceptance.

D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Final Acceptance. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
   1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
   2. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.
   3. At Final Acceptance, clean and renovate permanent facilities used during construction period. Comply with final cleaning requirements specified in Division 01 Section "Closeout Procedures."

END OF SECTION 01 50 00

SECTION 01 71 23 - FIELD ENGINEERING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:
   1. Land survey work.

B. Related Sections:
   1. Division 01 Section "Product Management and Coordination" for procedures for coordinating field engineering with other construction activities.
   2. Division 01 Section "Submittal Procedures" for submitting Project record surveys.
   3. Division 01 Section "Closeout Procedures" for submitting final property survey with Project Record Documents and recording of Owner-accepted deviations from indicated lines and levels.

1.3 SUBMITTALS

A. Certificates: Submit a certificate signed by the land surveyor or professional engineer certifying the location and elevation of improvements.

B. Project Record Documents: Submit a record of Work performed and record survey data as required under provisions of "Submittals" and "Project Closeout" Sections.

1.4 QUALITY ASSURANCE

A. Surveyor Qualifications: Engage a land surveyor registered in North Carolina, to perform required land-surveying services.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify layout information shown on the Drawings, in relation to the property survey and existing benchmarks, before proceeding to lay out the Work. Locate and protect existing benchmarks and control points. Preserve permanent reference points during construction.

B. Do not change or relocate benchmarks or control points without prior written approval. Promptly report lost or destroyed reference points or requirements to relocate reference points because of necessary changes in grades or locations.

C. Promptly replace lost or destroyed Project control points. Base replacements on the original survey control points. Establish and maintain a minimum of 2 permanent benchmarks on the site, referenced to data established by survey control points. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.

D. Existing Underground Utilities and Equipment: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning site work, investigate and verify the existence and location of underground utilities and other construction. Prime Contractor and all subcontractors shall field locate all underground services whether shown on drawings or not, including, but not limited to the following: utilities, underground wires, fiber optic lines, cables, conduits, and pipes, prior to initiating any excavation on any area of the proposed site. Provide and pay for underground utility locator service, metal detectors and hand digging as necessary to satisfy above requirement. Provide drawing prior to commencing work signed by the locator service that delineates the underground services. Locator service shall field locate all services with high visibility paint. Maintain ground markings during the course of work and stay clear of underground service until work that may damage underground services is complete. Prime Contractor (s) and their subcontractors shall be responsible for utility services damaged during construction and shall repair at their own expense any utility services damaged by their work. Repair within 24 hours or less.

E. Prior to construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping.

3.2 PREFORMANCE

A. Work from lines and levels established by the property survey. Establish benchmarks and markers to set lines and levels at each story of construction and elsewhere as needed to locate each element of the Project. Calculate and measure required dimensions within indicated or recognized tolerances. Do not scale Drawings to determine dimensions. Advise entities engaged in construction activities of marked lines and levels provided for their use. As construction proceeds, check every major element for line, level, and plumb.

B. Surveyor's Log: Maintain a surveyor's log of control and other survey work. Make this log available for reference. Record deviations from required lines and levels, and advise the Architect when deviations that exceed indicated or recognized tolerances are detected. On Project Record Drawings, record deviations that are accepted and not corrected. On completion of foundation walls, major site improvements, and other work requiring field-engineering services, prepare a certified survey showing dimensions, locations, angles, and elevations of construction and site work.

C. Site Improvements: Locate and lay out site improvements, including pavements, stakes for grading, fill and topsoil placement, utility slopes, and invert elevations.

D. Building Lines and Levels: Locate and lay out batter boards for structures, building foundations, column grids and locations, floor levels, and control lines and levels required for mechanical and electrical work.

E. Existing Utilities: Furnish information necessary to adjust, move, or relocate existing structures, utility poles, lines, services, or other appurtenances located in or affected by construction. Coordinate with local authorities having jurisdiction.

END OF SECTION 01 71 23

SECTION 01 73 29 - CUTTING AND PATCHING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes procedural requirements for cutting and patching.

B. Related Sections include the following:
   1. Divisions 2 through 49 Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.

1.3 DEFINITIONS

A. Cutting: Removal of in-place construction necessary to permit installation or performance of other Work.

B. Patching: Fitting and repair work required to restore surfaces to original conditions after installation of other Work.

1.4 RESPONSIBILITIES

A. General: The Contractors shall recognize that cutting and patching work is historically and typically difficult to coordinate. The Contractors shall cooperate with each other and the Architect in coordinating the cutting and patching work on this project to overcome these historical and typical problems.

B. Cutting and patching of completed new construction required due to out of sequence construction and/or improper coordination is the responsibility of the Contractor responsible for the out of sequence construction or improper coordination. Cutting and patching of new construction for these purposes shall be accomplished by the Contractor for General Work and shall be paid for by the Contractor responsible.

C. Contractor for General Work shall cooperate with Architect and other Contractors to accomplish this cutting and patching with minimal disruption to construction.

1.5 SUBMITTALS

A. Cutting and Patching Proposal: Submit a proposal describing procedures at least 10 days before the time cutting and patching will be performed, requesting approval to proceed. Include the following information:
   1. Extent: Describe cutting and patching, show how they will be performed, and indicate why they cannot be avoided.
   2. Changes to In-Place Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building's appearance and other significant visual elements.

3. Products: List products to be used and firms or entities that will perform the Work.
4. Dates: Indicate when cutting and patching will be performed.
5. Utility Services and Mechanical/Electrical Systems: List services/systems that cutting and patching procedures will disturb or affect. List services/systems that will be relocated and those that will be temporarily out of service. Indicate how long services/systems will be disrupted.
6. Structural Elements: Where cutting and patching involve adding reinforcement to structural elements, submit details and engineering calculations showing integration of reinforcement with original structure.
7. Architect's Approval: Obtain approval of cutting and patching proposal before cutting and patching. Approval does not waive right to later require removal and replacement of unsatisfactory work.

1.6 QUALITY ASSURANCE

A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.

B. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety. Operational elements include but are not limited to:
1. Primary operational systems and equipment.
2. Air or smoke barriers.
3. Fire-suppression systems.
4. Mechanical systems piping and ducts.
5. Control systems.
6. Communication systems.
7. Conveying systems.
8. Electrical wiring systems.
9. Operating systems of special construction in Division 13 Sections.

C. Miscellaneous Elements: Do not cut and patch miscellaneous elements or related components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety. Miscellaneous elements include but are not limited to the following:
1. Water, moisture, or vapor barriers.
2. Membranes and flashings.
3. Exterior curtain-wall construction.
4. Equipment supports.
5. Piping, ductwork, vessels, and equipment.
6. Noise- and vibration-control elements and systems.

D. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

E. Cutting and Patching Conference: Before proceeding, meet at Project site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

PART 2 - PRODUCTS

2.1 MATERIALS

A. General: Comply with requirements specified in other Sections.

B. In-Place Materials: Use materials identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
   1. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.
   1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with in-place finishes or primers.
   2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Temporary Support: Provide temporary support of Work to be cut.

B. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.

C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.

3.3 PERFORMANCE

A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
   1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.

B. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
   1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
   2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
   3. Concrete or Masonry**:** Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.

4. Excavating and Backfilling: Comply with requirements in applicable Division 31 Sections where required by cutting and patching operations.
5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
6. Proceed with patching after construction operations requiring cutting are complete.

C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections.
1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
    a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
    b. Restore damaged pipe covering to its original condition.
3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
    a. Where patching occurs in a painted surface, apply primer and intermediate paint coats over the patch and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.
4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition.

D. Cleaning: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials. Thoroughly clean piping, conduit, and similar features before applying paint or other finishing materials. Restore damaged pipe covering to its original condition.

END OF SECTION 01 73 29

SECTION 01 77 00 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
   1. Inspection procedures.
   2. Warranties.
   3. Final cleaning.

B. Related Sections include the following:
   1. Division 01 Section "Payment Procedures" for requirements for Applications for Payment for Substantial and Final Completion.
   2. Division 01 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
   3. Divisions 02 through 49 Sections for specific closeout and special cleaning requirements for the Work in those Sections.

1.3 SUBMITTALS

A. All closeout submittals, including but not limited to, Maintenance and Operation Manual, Warranties, Bonds, additional closeout submittals required by the Owner or Architect and additional requirements stated in the specifications shall be submitted in the following way:
   1. Bind all closeout documents in one uniform color, heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate all contents in 75% of the binder's width and allow of 25% free space for future items, and sized to receive 8-1/2-by-11-inch paper.
   2. Provide heavy paper dividers with plastic-covered tabs for each separate section. Mark tab to identify the content of that section. Identify each binder on the front and spine with the typed or printed title of the Binder, Project name, and name of Contractor.

1.4 SUBSTANTIAL COMPLETION

A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.
   1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
   2. Advise Owner of pending insurance changeover requirements.
   3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
   4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.

5. Prepare and submit Project Record Documents (marked up and signed plans and specifications), operation and maintenance manuals, and similar final record information.
6. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
7. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
8. Complete startup testing of systems.
9. Submit test/adjust/balance records.
10. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
11. Advise Owner of changeover in heat and other utilities.
12. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
13. Complete final cleaning requirements, including touchup painting.
14. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Results of completed inspection will form the basis of requirements for Final Completion.

1.5 FINAL COMPLETION

A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:
1. Submit a final Application for Payment according to Division 01 Section "Payment Procedures."
2. Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
4. Submit pest-control final inspection report and warranty.
5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.

B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.6 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

A. Preparation: Submit three copies of list. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
1. Organize list of spaces in sequential order.
2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
3. Include the following information at the top of each page:

a. Project name.
b. Date.
c. Name of Architect.
d. Name of Contractor.
e. Page number.

1.7 WARRANTIES

A. Submittal Time: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.

B. Partial Occupancy: Submit properly executed warranties within [**15**] days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.

C. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.

D. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 FINAL CLEANING

A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
2. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
3. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.

4. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
5. Remove tools, construction equipment, machinery, and surplus material from Project site.
6. Remove snow and ice to provide safe access to building.
7. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
8. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
9. Sweep concrete floors broom clean in unoccupied spaces.
10. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
11. Remove labels that are not permanent.
12. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
    a. Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
13. Replace parts subject to unusual operating conditions.
14. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
15. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
16. Leave Project clean and ready for occupancy.

C. Pest Control: Engage an experienced, licensed exterminator to make a final inspection and rid Project of rodents, insects, and other pests. Prepare a report.

D. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

END OF SECTION 01 77 00

SECTION 01 78 36 - WARRANTIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

1. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:
   1. Warranty Requirements.
B. Related Sections:
   1. Division 01 Section "Closeout Procedures" for specifies contract closeout procedures.
   2. Division 01 Section "Submittal Procedures" for specifies procedures for submitting warranties.
   3. Divisions 02 through 49 Sections for specific closeout and special cleaning requirements for the Work in those Sections.
C. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products. Manufacturer's disclaimers and limitations on product warranties do not relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the Contractor.
   The General Contractor and each subcontractor are responsible for warranties related to its own contract.

1.3 DEFINITIONS

A. Standard product warranties: Preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the Owner.
B. Special warranties: Written warranties required by or incorporated in the Contract Documents, either to extend time limits provided by standard warranties or to provide greater rights for the Owner.

1.4 WARRANTY

A. Related Damages and Losses: When correcting failed or damaged warranted construction, remove and replace construction that has been damaged as a result of such failure or must be removed and replaced to provide access for correction of warranted construction.
B. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
C. Replacement Cost: Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of the Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefitted from use of the Work through a portion of its anticipated useful service life.
D. Owner's Recourse: Expressed warranties made to the Owner are in addition to implied warranties and shall not limit the duties, obligations, rights, and remedies otherwise available under the law. Expressed warranty periods shall not be interpreted as limitations on the time in which the Owner can enforce such other duties, obligations, rights, or remedies. Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selection to products with warranties not in conflict with requirements of the Contract Documents.

E. Where the Contract Documents require a special warranty, or similar commitment on the Work or part of the Work, the Owner reserves the right to refuse to accept the Work, until the Contractor presents evidence that entities required to countersign such commitments are willing to do so.

F. **Minimum Two Year Warranty on All Work**: A two year unconditional non-prorated warranty shall be provided for all work, material and equipment on this project. Any and all defective work, material and equipment shall be corrected by the Contractor at his own expense during this two year period. Defective work, material or equipment including other related or adjacent work damaged directly or indirectly by defective work, material or equipment shall be corrected promptly and within 24 hours during this period of time unless emergencies require a more prompt repair by the Contractor. Longer term warranties shall apply where noted but shall be in addition to this warranty and not be used as a substitute for this warranty.

1.5 OTHER WARRANTIES

A. In addition to a one year warranty on all work, the contract documents contain other warranties. The Contractor shall include these written warranties in all submittal documents and closeout documents.

1.6 SUBMITTALS

A. Submit written warranties to the Architect prior to the date certified for Substantial Completion. If the Architect's Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion for the Work, or a designated portion of the Work, submit written warranties upon request of the Architect. When a designated portion of the Work is completed and occupied or used by the Owner, by separate agreement with the Contractor during the construction period, submit properly executed warranties to the Architect within 15 days of completion of that designated portion of the Work.

B. When the Contract Documents require the Contractor, or the Contractor and a subcontractor, supplier or manufacturer to execute a special warranty, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties. Submit a draft to the Owner, through the Architect, for approval prior to final execution.

C. Form of Submittal: At Final Completion compile 2 copies of each required warranty properly executed by the Contractor, or by the Contractor, subcontractor, supplier, or manufacturer. Organize the warranty documents into an orderly sequence based on the table of contents of the Project Manual. Bind warranties and bonds in heavy-duty, commercial-quality, durable 3-ring, vinyl-covered loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper. Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark the tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product, and the name, address, and telephone number of the Installer. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project title or name, and name of the Contractor.

D. When warranted construction requires operation and maintenance manuals, provide additional copies of each required warranty, as necessary, for inclusion in each required manual. Services in this article may not be allowed for publicly funded projects.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 78 36

SECTION 01 78 39 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for Project Record Documents, including the following:
   1. Record Drawings.
   2. Record Specifications.
   3. Record Product Data.

B. Related Sections include the following:
   1. Division 01 Section "Closeout Procedures" for general closeout procedures.
   2. Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
   3. Divisions 02 through 49 Sections for specific requirements for Project Record Documents of the Work in those Sections.

1.3 SUBMITTALS

A. Record Drawings: Comply with the following:
   1. Number of Copies: Submit **one** set of marked-up Record Prints.
   2. Number of Copies: Submit copies of Record Drawings as follows:
      a. Final Submittal: Submit **one** set(s) of marked-up Record Prints, **one** set(s) of Record.

B. Record Specifications: Submit **one mark up copy** of Project's Specifications, including addenda and contract modifications.

C. Record Product Data: Submit **two copies** of each Product Data submittal.
   1. Where Record Product Data is required as part of operation and maintenance manuals, submit marked-up Product Data as an insert in manual instead of submittal as Record Product Data.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

A. Record Prints: Maintain one set of blue- or black-line white prints of the Contract Drawings and Shop Drawings on the job site at all times for the duration of the project.
   1. Preparation: Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.

a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
b. Accurately record information in an understandable drawing technique.
c. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.

2. Content: Types of items requiring marking include, but are not limited to, the following:
   a. Dimensional changes to Drawings.
   b. Revisions to details shown on Drawings.
   c. Depths of foundations below first floor.
   d. Locations and depths of underground utilities.
   e. Revisions to routing of piping and conduits.
   f. Revisions to electrical circuitry.
   g. Actual equipment locations.
   h. Duct size and routing.
   i. Locations of concealed internal utilities.
   j. Changes made by Change Order or **Construction** Change Directive.
   k. Changes made following Architect's written orders.
   l. Details not on the original Contract Drawings.
   m. Field records for variable and concealed conditions.
   n. Record information on the Work that is shown only schematically.
3. Mark the Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. If Shop Drawings are marked, show cross-reference on the Contract Drawings.
4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
5. Mark important additional information that was either shown schematically or omitted from original Drawings.
6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

B. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
1. Record Prints: Organize Record Prints and newly prepared Record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
2. Identification: As follows:
   a. Project name.
   b. Date.
   c. Designation "PROJECT RECORD DRAWINGS."
   d. Name of Architect.
   e. Name of Contractor.

2.2 RECORD SPECIFICATIONS

A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
3. For each principal product, indicate whether Record Product Data has been submitted in operation and maintenance manuals instead of submitted as Record Product Data.
4. Note related Change Orders and Record Drawings where applicable.

2.3 RECORD PRODUCT DATA

A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
   1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
   2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
   3. Note related Change Orders**, Record Specifications,** and Record Drawings where applicable.

2.4 MISCELLANEOUS RECORD SUBMITTALS

A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

A. Recording: Maintain one copy of each submittal during the construction period for Project Record Document purposes. Post changes and modifications to Project Record Documents as they occur; do not wait until the end of Project.

B. Maintenance of Record Documents and Samples: Store Record Documents and Samples in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for Architect's reference during normal working hours.

END OF SECTION 01 78 39

SECTION 02 07 00 - ROOF DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes the following:
   1. Demolition and removal of selected portions of existing roof, including but not limited to:
      a. Existing Shingles
      b. Existing Felts, Underlayment and Flashing
      c. Existing Fasteners
      d. Any and all other materials down to smooth existing deck system.
   2. Relocation of the following elements:
      a. Relocate existing plumbing vents so that vents align with center of roof panel and not at ribs.

B. Existing Conditions:
   1. The existing roofing system is asphalt shingle over a "*Loadmaster*" roofing system with approx 1 ½" thickness. No new insulation is intended to be added. Any areas damaged during construction shall be repaired at the Contractor's expense. The existing shingles are fastened with splayed nails that have two prongs which separate during fastening and grip the substrate. Upon removal of the nails they shall either be pulled and will release almost to original shape or be sheared off and the remaining portion hammered back down so that no nails remain above the substrate. Screws or fasteners for clips shall penetrate the existing Loadmaster roofing system and screw into the existing 22 GA metal decking.

C. Examination:
   1. Roof Contractor shall examine existing roof deck surface after demolition and prior to new roof installation and correct all deficiencies prior to proceeding with roof installation. Assure all conditions of the existing roof deck are acceptable in every respect before proceeding. Proceeding with roof installation constitutes acceptance by the Contractor of the roof deck and sub surface in its entirety.

D. **Related Sections:** The following Sections contain requirements that relate to this Section:
   1. Division 01 Section "Summary of Work" for use of the building and phasing requirements.

1.3 DEFINITIONS

A. **Remove:** Remove and legally dispose of items except those indicated to be reinstalled, salvaged, or to remain the Owner's property.

B. **Remove and Salvage:** Items indicated to be removed and salvaged remain the Owner's property. Remove, clean, and pack or crate items to protect against damage. Identify contents of containers and deliver to Owner's designated storage area.

C. **Remove and Reinstall:** Remove items indicated; clean, service, and otherwise prepare them for reuse; store and protect against damage. Reinstall items in the same locations or in locations indicated.

D. **Existing to Remain:** Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by the Architect, items may be removed to a suitable, protected storage location during selective demolition and then cleaned and reinstalled in their original locations.

E. **Materials Ownership:** Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain the Owner's property, demolished materials shall become the Contractor's property and shall be removed from the site with further disposition at the Contractor's option.

1.4 SUBMITTALS

A. **General:** Submit each item in this Article according to the Conditions of the Contract and Division 1 Specification Sections, for information only, unless otherwise indicated.
1. Proposed noise-control measures.

B. **Schedule** of selective demolition activities indicating the following:
1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity.
2. Detailed sequence of selective demolition and removal work to ensure uninterrupted progress of Owner's on-site operations.
3. Coordination of Owner's continuing occupancy of portions of existing building.

C. **Record drawings** at Project closeout according to Division 1 Section "Contract Closeout."
1. Identify and accurately locate capped utilities and other subsurface structural, electrical, or mechanical conditions.

1.5 PROJECT CONDITIONS

A. **Owner will occupy** portions of the building to be reroofed. Remove no more roof than can be completely dried-in at any time.

B. **Owner assumes** no responsibility for actual condition of buildings to be selectively demolished.
1. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.

C. **Storage or sale** of removed items or materials on-site will not be permitted.

D. **Scheduling:** Arrange roof demolition schedule so as not to interfere with Owner's on-site operations.

PART 2 - PRODUCTS

2.1 REPAIR MATERIALS

A. Use repair materials identical to existing materials.
1. Where identical materials are unavailable or cannot be used for exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.
2. Use materials whose installed performance equals or surpasses that of existing materials.

PART 3 - EXECUTION

3.1 EXAMINATION

A. **Verify** that utilities have been disconnected and capped.

B. **Survey existing conditions** and correlate with requirements indicated to determine extent of selective demolition required.

C. **Inventory and record** the condition of items to be removed and reinstalled and items to be removed and salvaged.

D. **When unanticipated mechanical**, electrical, or structural elements that conflict with the intended function or design are encountered, investigate and measure the nature and extent of the conflict. Promptly submit a written report to the Architect.

E. **Survey** the condition of the building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of the structure or adjacent structures during selective demolition.

F. **Perform surveys** as the Work progresses to detect hazards resulting from selective demolition activities.

3.2 UTILITY SERVICES

A. **Maintain existing utilities** and protect them against damage during selective demolition operations.
1. Do not interrupt existing utilities serving occupied or operating facilities, except when authorized in writing by Owner and authorities having jurisdiction. Provide temporary services during interruptions to existing utilities, as acceptable to Owner and to governing authorities.
2. Provide not less than 72 hours' notice to Owner if shutdown of service is required during changeover.

B. **Utility Requirements:** Locate and identify utility services serving building.
1. Arrange to shut off indicated utilities with utility companies if required.
2. Where utility services are required to be removed, relocated, or abandoned, provide bypass connections to maintain continuity of service to other parts of the building before proceeding with selective demolition.

3.3 PREPARATION

A. **Conduct demolition operations** and remove debris to ensure minimum interference with roads, streets, walks, and other adjacent occupied and used facilities.
1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.

B. **Conduct demolition operations** to prevent injury to people and damage to adjacent buildings and facilities to remain. Ensure safe passage of people around selective demolition area.
1. Erect temporary protection, such as walks, fences, railings, canopies, and covered passageways, where required by authorities having jurisdiction.
2. Protect existing site improvements, appurtenances, and landscaping to remain.
3. Provide temporary weather protection, during interval between demolition and removal of existing construction, on exterior surfaces and new construction to ensure that no water leakage or damage occurs to structure or interior areas.

C. **Remove and transport** debris in a manner that will prevent spillage on adjacent surfaces and areas.
D. **Clean adjacent structures** and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before start of selective demolition.
   1. Absolutely no roofing debris will be allowed to remain on the property including but not limited to shingles, nails, felts and flashing.

3.4 SELECTIVE DEMOLITION

A. **Demolish and remove** existing construction only to the extent required by new construction and as indicated. Use methods required to complete Work within limitations of governing regulations and as follows:
   1. Remove shingles and fasteners in a manner that will not damage the existing decking below.
   2. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
   3. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
   4. Dispose of demolished items and materials promptly. On-site storage or sale of removed items is prohibited.
   5. Return elements of construction and surfaces to remain to condition existing before start of selective demolition operations.
B. **Remove no more existing roofing** than can be covered before rain and within one day by new roofing. See applicable Division 7 Section for new roofing requirements.
C. **Protect** all work to remain.
D. **Repair** all work to remain where damaged during demolition or installation of the new roof system.
E. Relocation of existing plumbing roof vents:
   1. Relocate existing plumbing roof vents to align with center of panel units. Patch and repair existing roof deck assemblies where plumbing vents are relocated. Provide pipe off-set assembly. Pipe material to match existing vent material. Extend vent to 12 inches above finish roof surface unless otherwise shown or required.

3.5 PATCHING AND REPAIRS

A. **Promptly patch and repair** holes and damaged roof deck surfaces caused by removal of the existing roof such as nail holes. Depressions, gouge marks, etc.
B. **Where repairs** to existing surfaces are required, patch to produce surfaces suitable for new materials.
   1. Completely fill holes and depressions in existing decking materials to remain with an approved deck patching material, applied according to manufacturer's printed recommendations.
C. **Restore exposed finishes** of patched areas and extend finish restoration into adjoining construction to remain in a manner that eliminates evidence of patching and refinishing.

3.6 DISPOSAL OF DEMOLISHED MATERIALS

A. **General:** Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site.
B. **Burning:** Do not burn demolished materials.
C. **Disposal:** Transport demolished materials off Owner's property and legally dispose of them.
D. **Cleaning:** Sweep the roof deck broom clean on completion of demolition and prior to installation of new roof system.

END OF SECTION 02 07 00

SECTION 05 31 00 - STEEL DECKING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes the following:
   1. Roof deck.

B. Related Sections include the following:
   1. Division 05 Section "Metal Fabrication"

1.3 SUBMITTALS

A. Product Data: For each type of deck, accessory, and product indicated.

B. Shop Drawings: Show layout and types of deck panels, anchorage details, reinforcing channels, pans, cut deck openings, special jointing, accessories, and attachments to other construction.

C. Product Certificates: For each type of steel deck, signed by product manufacturer.

D. Welding certificates.

E. Field quality-control test and inspection reports.

F. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, indicating that each of the following complies with requirements:
   1. Power-actuated mechanical fasteners.

G. Research/Evaluation Reports: For steel deck.

1.4 QUALITY ASSURANCE

A. Testing Agency Qualifications: An independent agency qualified according to ASTM E 329 for testing indicated.

B. Welding: Qualify procedures and personnel according to AWS D1.3, "Structural Welding Code - Sheet Steel."

C. Fire-Test-Response Characteristics: Where indicated, provide steel deck units identical to those tested for fire resistance per ASTM E 119 by a testing and inspecting agency acceptable to authorities having jurisdiction.
   1. Fire-Resistance Ratings: Indicated by design designations of applicable testing and inspecting agency.

2. Steel deck units shall be identified with appropriate markings of applicable testing and inspecting agency.

D. AISI Specifications: Comply with calculated structural characteristics of steel deck according to AISI's "North American Specification for the Design of Cold-Formed Steel Structural Members."

E. Electrical Raceway Units: Provide UL-labeled cellular floor-deck units complying with UL 209 and listed in UL's "Electrical Construction Equipment Directory" for use with standard header ducts and outlets for electrical distribution systems.

F. FMG Listing: Provide steel roof deck evaluated by FMG and listed in its "Approval Guide, Building Materials" for Class 1 fire rating and Class 1-90 windstorm ratings.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Protect steel deck from corrosion, deformation, and other damage during delivery, storage, and handling.

B. Stack steel deck on platforms or pallets and slope to provide drainage. Protect with a waterproof covering and ventilate to avoid condensation.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

2.2 ROOF DECK

A. Steel Roof Deck: Fabricate panels, without top-flange stiffening grooves, to comply with "SDI Specifications and Commentary for Steel Roof Deck," in SDI Publication No. 30, and with the following:
   a. Galvanized Steel Sheet: ASTM A 653/A 653M, Structural Steel (SS), Grade 33, G60 zinc coating.
   b. Deck Profile: 3” Type “N” and/or 1-1/2” Type B as located on structural drawings
   c. Design Uncoated-Steel Thickness: 22 gauge min. unless otherwise shown on structural drawings.
   d. Side Laps: Overlapped.

2.3 ACCESSORIES

A. General: Provide manufacturer's standard accessory materials for deck that comply with requirements indicated.
B. Mechanical Fasteners: Corrosion-resistant, low-velocity, power-actuated or pneumatically driven carbon-steel fasteners; or self-drilling, self-threading screws.
C. Side-Lap Fasteners: Corrosion-resistant, hexagonal washer head; self-drilling, carbon-steel screws, No. 10 minimum diameter.
D. Flexible Closure Strips: Vulcanized, closed-cell, synthetic rubber.

E. Miscellaneous Sheet Metal Deck Accessories: Steel sheet, minimum yield strength of 33,000 psi, not less than 0.0359-inch design uncoated thickness, of same material and finish as deck; of profile indicated or required for application.
F. Pour Stops and Girder Fillers: Steel sheet, minimum yield strength of 33,000 psi, of same material and finish as deck, and of thickness and profile recommended by SDI Publication No. 30 for overhang and slab depth.
G. Column Closures, End Closures, Z-Closures, and Cover Plates: Steel sheet, of same material, finish, and thickness as deck, unless otherwise indicated.
H. Piercing Hanger Tabs: Piercing steel sheet hanger attachment devices for use with floor deck.
I. Weld Washers: Uncoated steel sheet, shaped to fit deck rib, **0.0747 inch** thick, with factory-punched hole of 3/8-inch minimum diameter.
J. Recessed Sump Pans: Single-piece steel sheet, 0.0747 inch thick, of same material and finish as deck, with 3-inch- wide flanges and sloped recessed pans of 1-1/2-inch minimum depth. For drains, cut holes in the field.
K. Flat Sump Plate: Single-piece steel sheet, 0.0747 inch thick, of same material and finish as deck. For drains, cut holes in the field.
L. Galvanizing Repair Paint: SSPC-Paint 20 or DOD-P-21035, with dry film containing a minimum of 94 percent zinc dust by weight.
M. Repair Paint: Manufacturer's standard rust-inhibitive primer of same color as primer.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine supporting frame and field conditions for compliance with requirements for installation tolerances and other conditions affecting performance.

3.2 INSTALLATION, GENERAL

A. Install deck panels and accessories according to applicable specifications and commentary in SDI Publication No. 30, manufacturer's written instructions, and requirements in this Section.
B. Install temporary shoring before placing deck panels, if required to meet deflection limitations.
C. Locate deck bundles to prevent overloading of supporting members.
D. Place deck panels on supporting frame and adjust to final position with ends accurately aligned and bearing on supporting frame before being permanently fastened. Do not stretch or contract side-lap interlocks.
    1. Align cellular deck panels over full length of cell runs and align cells at ends of abutting panels.
E. Place deck panels flat and square and fasten to supporting frame without warp or deflection.
F. Cut and neatly fit deck panels and accessories around openings and other work projecting through or adjacent to deck.
G. Provide additional reinforcement and closure pieces at openings as required for strength, continuity of deck, and support of other work.
H. Comply with AWS requirements and procedures for manual shielded metal arc welding, appearance and quality of welds, and methods used for correcting welding work.
I. Mechanical fasteners may be used in lieu of welding to fasten deck. Locate mechanical fasteners and install according to deck manufacturer's written instructions.

3.3 ROOF-DECK INSTALLATION

A. Roof Deck Span Condition shall be 2 span minimum unless shown otherwise on structural drawing.

B. Fasten roof-deck panels to steel supporting members by arc spot (puddle) welds of the surface diameter indicated or arc seam welds with an equal perimeter that is not less than 1-1/2 inches long, and as follows:
   1. Weld Diameter: 5/8 inch, nominal.
   2. Weld Spacing: Weld edge and interior ribs of deck units with a minimum of two welds per deck unit at each support. Space welds as shown on structural plans

C. Side-Lap and Perimeter Edge Fastening: Fasten side laps and perimeter edges of panels between supports, at intervals not exceeding the lesser of 1/2 of the span or 36 inches, and as follows:
   1. Mechanically fasten with self-drilling, No. 10 diameter or larger, carbon-steel screws.
   2. Mechanically clinch or button punch.
   3. Fasten with a minimum of 1-1/2-inch- long welds.

D. End Bearing: Install deck ends over supporting frame with a minimum end bearing of 1-1/2 inches, with end joints as follows:
   1. End Joints: Lapped 2 inches minimum or butted at Contractor's option.

E. Roof Sump Pans and Sump Plates: Install over openings provided in roof deck and weld flanges to top of deck. Space welds not more than 12 inches apart with at least one weld at each corner.
   1. Install reinforcing channels or zees in ribs to span between supports and weld.

F. Miscellaneous Roof-Deck Accessories: Install ridge and valley plates, finish strips, end closures, and reinforcing channels according to deck manufacturer's written instructions. Weld to substrate to provide a complete deck installation.
   1. Weld cover plates at changes in direction of roof-deck panels, unless otherwise indicated.

G. Flexible Closure Strips: Install flexible closure strips over partitions, walls, and where indicated. Install with adhesive according to manufacturer's written instructions to ensure complete closure.

3.4 FIELD QUALITY CONTROL

A. Testing Agency: Owner will engage a qualified independent testing and inspecting agency to perform field tests and inspections and prepare test reports.
B. Field welds will be subject to inspection.
C. Testing agency will report inspection results promptly and in writing to Contractor and Architect.
D. Remove and replace work that does not comply with specified requirements.
E. Additional inspecting, at Contractor's expense, will be performed to determine compliance of corrected work with specified requirements.

3.5 REPAIRS AND PROTECTION

A. Galvanizing Repairs: Prepare and repair damaged galvanized coatings on both surfaces of deck with galvanized repair paint according to ASTM A 780 and manufacturer's written instructions.

B. Repair Painting: Wire brush and clean rust spots, welds, and abraded areas on both surfaces of prime-painted deck immediately after installation, and apply repair paint.

C. Repair Painting: Wire brushing, cleaning, and repair painting of rust spots, welds, and abraded areas of both deck surfaces are included in Division 09 Section “Painting”.

D. Provide final protection and maintain conditions to ensure that steel deck is without damage or deterioration at time of Substantial Completion.

END OF SECTION 05 31 00

SECTION 05 50 00 - METAL FABRICATIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes the following:
   1. Steel framing and supports for applications where framing and supports are not specified in other Sections.

1.3 SUBMITTALS

A. Product Data: For the following:

B. Shop Drawings: Show fabrication and installation details for metal fabrications.
   1. Include plans, elevations, sections, and details of metal fabrications and their connections. Show anchorage and accessory items.
   2. Provide templates for anchors and bolts specified for installation under other Sections.

1.4 QUALITY ASSURANCE

A. Welding: Qualify procedures and personnel according to the following:
   1. AWS D1.1, "Structural Welding Code--Steel."

1.5 PROJECT CONDITIONS

A. Field Measurements: Verify actual locations of walls and other construction contiguous with metal fabrications by field measurements before fabrication and indicate measurements on Shop Drawings.
   1. Established Dimensions: Where field measurements cannot be made without delaying the Work, establish dimensions and proceed with fabricating metal fabrications without field measurements. Coordinate wall and other contiguous construction to ensure that actual dimensions correspond to established dimensions.

1.6 COORDINATION

A. Coordinate installation of anchorages for metal fabrications. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. In other Part 2 articles where titles below introduce lists, the following requirements apply to product selection:
   1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, products specified.
   2. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, manufacturers specified.

2.2 METALS, GENERAL

A. Metal Surfaces, General: Provide materials with smooth, flat surfaces, unless otherwise indicated. For metal fabrications exposed to view in the completed Work, provide materials without seam marks, roller marks, rolled trade names, or blemishes.

2.3 FERROUS METALS

A. Steel Plates, Shapes, and Bars: ASTM A 36/A 36M.

B. Rolled-Steel Floor Plate: ASTM A 786/A 786M, rolled from plate complying with ASTM A 36/A 36M or ASTM A 283/A 283M, Grade C or D.

C. Steel Pipe: ASTM A 53/A 53M, standard weight (Schedule 40), unless another weight is indicated or required by structural loads. Galvanized finish for interior and exterior installations.

2.4 FASTENERS

A. General: Unless otherwise indicated, provide zinc-plated fasteners with coating complying with ASTM B 633, Class Fe/Zn 5.
B. Machine Screws: ASME B18.6.3.
C. Plain Washers: Round, ASME B18.22.1.
D. Lock Washers: Helical, spring type, ASME B18.21.1.

2.5 MISCELLANEOUS MATERIALS

A. Welding Rods and Bare Electrodes: Select according to AWS specifications for metal alloy welded.
B. Shop Primers: Provide primers that comply with Division 09 painting Sections
C. Zinc-Rich Primer: Complying with SSPC-Paint 20 or SSPC-Paint 29 and compatible with topcoat.
   1. Products:
      a. Benjamin Moore & Co.; Epoxy Zinc-Rich Primer CM18/19.
      b. Carboline Company; Carbozinc 621.
      c. ICI Devoe Coatings; Catha-Coat 313.
      d. International Coatings Limited; Interzinc 315 Epoxy Zinc-Rich Primer.
      e. PPG Architectural Finishes, Inc.; Aquapon Zinc-Rich Primer 97-670.
      f. Sherwin-Williams Company (The); Corothane I GalvaPac Zinc Primer.

g. Tnemec Company, Inc.; Tneme-Zinc 90-97.

D. Galvanizing Repair Paint: High-zinc-dust-content paint for regalvanizing welds in steel, complying with SSPC-Paint 20.

E. Nonshrink, Nonmetallic Grout: Factory-packaged, nonstaining, noncorrosive, nongaseous grout complying with ASTM C 1107. Provide grout specifically recommended by manufacturer for interior and exterior applications.

2.6 FABRICATION, GENERAL

A. Shop Assembly: Preassemble items in the shop to greatest extent possible. Disassemble units only as necessary for shipping and handling limitations. Use connections that maintain structural value of joined pieces. Clearly mark units for reassembly and coordinated installation.

B. Cut, drill, and punch metals cleanly and accurately. Remove burrs and ease edges to a radius of approximately 1/32 inch, unless otherwise indicated. Remove sharp or rough areas on exposed surfaces.

C. Form bent-metal corners to smallest radius possible without causing grain separation or otherwise impairing work.

D. Form exposed work true to line and level with accurate angles and surfaces and straight edges.

E. Weld corners and seams continuously to comply with the following:
   1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
   2. Obtain fusion without undercut or overlap.
   3. Remove welding flux immediately.
   4. At exposed connections, finish exposed welds and surfaces smooth and blended so no roughness shows after finishing and contour of welded surface matches that of adjacent surface.

F. Form exposed connections with hairline joints, flush and smooth, using concealed fasteners where possible. Where exposed fasteners are required, use Phillips flat-head (countersunk) screws or bolts, unless otherwise indicated. Locate joints where least conspicuous.

G. Cut, reinforce, drill, and tap metal fabrications as indicated to receive finish hardware, screws, and similar items.

H. Provide for anchorage of type indicated; coordinate with supporting structure. Space anchoring devices to secure metal fabrications rigidly in place and to support indicated loads.

2.7 MISCELLANEOUS FRAMING AND SUPPORTS

A. General: Provide steel framing and supports not specified in other Sections as needed to complete the Work.

B. Fabricate units from steel shapes, plates, and bars of welded construction, unless otherwise indicated. Fabricate to sizes, shapes, and profiles indicated and as necessary to receive adjacent construction retained by framing and supports. Cut, drill, and tap units to receive hardware, hangers, and similar items.

2.8 FINISHES, GENERAL

A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.

B. Finish metal fabrications after assembly.

2.9 STEEL AND IRON FINISHES

A. Galvanizing: Hot-dip galvanize items as indicated to comply with applicable standard listed below:
   1. ASTM A 123/A 123M, for galvanizing steel and iron products.

2. ASTM A 153/A 153M, for galvanizing steel and iron hardware.

B. Preparation for Shop Priming: Prepare uncoated ferrous-metal surfaces to comply with minimum requirements indicated below for SSPC surface preparation specifications and environmental exposure conditions of installed metal fabrications:
   1. Exteriors (SSPC Zone 1B) and Items Indicated to Receive Zinc-Rich Primer: SSPC-SP 6/NACE No. 3, "Commercial Blast Cleaning."

C. Shop Priming: Apply shop primer to uncoated surfaces of metal fabrications, except those with galvanized finishes and those to be embedded in concrete, sprayed-on fireproofing, or masonry, unless otherwise indicated. Comply with SSPC-PA 1, "Paint Application Specification No. 1: Shop, Field, and Maintenance Painting of Steel," for shop painting.

2.10 INSTALLATION, GENERAL

A. Cutting, Fitting, and Placement: Perform cutting, drilling, and fitting required for installing metal fabrications. Set metal fabrications accurately in location, alignment, and elevation; with edges and surfaces level, plumb, true, and free of rack; and measured from established lines and levels.

B. Fit exposed connections accurately together to form hairline joints. Weld connections that are not to be left as exposed joints but cannot be shop welded because of shipping size limitations. Do not weld, cut, or abrade surfaces of exterior units that have been hot-dip galvanized after fabrication and are for bolted or screwed field connections.

C. Field Welding: Comply with the following requirements:
   1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
   2. Obtain fusion without undercut or overlap.
   3. Remove welding flux immediately.
   4. At exposed connections, finish exposed welds and surfaces smooth and blended so no roughness shows after finishing and contour of welded surface matches that of adjacent surface.

D. Fastening to In-Place Construction: Provide anchorage devices and fasteners where metal fabrications are required to be fastened to in-place construction. Provide threaded fasteners for use with concrete and masonry inserts, toggle bolts, through bolts, lag bolts, wood screws, and other connectors.

E. Provide temporary bracing or anchors in formwork for items that are to be built into concrete, masonry, or similar construction.

2.11 INSTALLING MISCELLANEOUS FRAMING AND SUPPORTS

A. General: Install framing and supports to comply with requirements of items being supported, including manufacturers' written instructions and requirements indicated on Shop Drawings.

B. Support steel girders on solid grouted masonry, concrete, or steel pipe columns. Secure girders with anchor bolts embedded in grouted masonry or concrete or with bolts through top plates of pipe columns.

2.12 ADJUSTING AND CLEANING

A. Touchup Painting: Cleaning and touchup painting of field welds, bolted connections, and abraded areas of shop paint are specified in Division 09 painting Sections.

B. Galvanized Surfaces: Clean field welds, bolted connections, and abraded areas and repair galvanizing to comply with ASTM A 780.

END OF SECTION 05 50 00

SECTION 06 10 00- ROUGH CARPENTRY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary General Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes the following:
1. Wood furring, grounds, nailers, and blocking.
2. Rooftop equipment bases
3. Blocking with dimensional lumber
4. Sheathing

B. Related Sections: The following Sections contain requirements that relate to this Section:
1. Division 07 “Metal Roof System”.
2. Division 07 “Sheet Metal Flashing and Trim”

1.3 SUBMITTALS

A. General: Submit each item in this Article according to the Conditions of the Contract and Division 01 Specification Sections.

B. Wood treatment data as follows, including chemical treatment manufacturer's instructions for handling, storing, installing, and finishing treated materials:

C. For each type of preservative-treated wood product, include certification by treating plant stating type of preservative solution and pressure process used, net amount of preservative retained, and compliance with applicable standards.

D. For waterborne-treated products, include statement that moisture content of treated materials was reduced to levels indicated before shipment to Project site.

E. Material test reports from a qualified independent testing agency indicating and interpreting test results relative to compliance of fire-retardant-treated wood products with performance requirements indicated.

F. Warranty of chemical treatment manufacturer for each type of treatment.

1.4 DELIVERY, STORAGE, AND HANDLING

A. Keep materials under cover and dry. Protect from weather and contact with damp or wet surfaces. Stack lumber, plywood, and other panels. Provide for air circulation within and around stacks and under temporary coverings.

B. For lumber and plywood pressure treated with waterborne chemicals, place spacers between each bundle to provide air circulation.

PART 2 - PRODUCTS

2.1 LUMBER, GENERAL

A. Lumber Standards: Comply with DOC PS 20, "American Softwood Lumber Standard," and with applicable grading rules of inspection agencies certified by American Lumber Standards Committee's (ALSC) Board of Review.
B. Inspection Agencies: Inspection agencies, and the abbreviations used to reference them, include the following:
   1. SPIB - Southern Pine Inspection Bureau.
   2. WWPA - Western Wood Products Association.
C. Grade Stamps: Provide lumber with each piece factory marked with grade stamp of inspection agency evidencing compliance with grading rule requirements and identifying grading agency, grade, species, moisture content at time of surfacing, and mill.
D. For exposed lumber, furnish pieces with grade stamps applied to ends or back of each piece.
E. Where nominal sizes are indicated, provide actual sizes required by DOC PS 20 for moisture content specified. Where actual sizes are indicated, they are minimum dressed sizes for dry lumber.
F. Provide dressed lumber, S4S, unless otherwise indicated.
G. Provide dry lumber with 19 percent maximum moisture content at time of dressing for 2-inch nominal thickness or less, unless otherwise indicated.
H. Fire-Retardant-Treated Materials:
   1. General: Where “treated wood” or “pressure treated wood” or other wood blocking or furring located within wall assemblies is indicated comply with the applicable requirements of AWPA C20 (lumber) and AWPA C27 (plywood). Identify fire-retardant-treated wood with appropriate classification marking of UL; U, S. Testing; or Timber Products Inspections. Inc. Provide written statement that the fire retardant chemicals used are compatible with materials to which the treated wood is in contact.
I. Treatment Type: Interior Type A for protected wood and Exterior for wood exposed to weather.

2.2 DIMENSION LUMBER

A. General: Provide dimension lumber of grades indicated according to the ALSC National Grading Rule (NGR) provisions of the inspection agency indicated.

2.3 MISCELLANEOUS FRAMING

A. Provide the following grades and species:
   1. Grade: No. 2.
   2. Species: Southern pine; SPIB.

2.4 BOARDS

A. Exposed Boards: Where boards will be exposed in the finished work, provide the following:
   1. Moisture Content: 19 percent maximum.
   2. Species and Grade: Southern pine, C Finish per SPIB rules.
   3. Species and Grade: Spruce-pine-fir, C & Btr per WCLIB rules or C Select per NLGA or WWPA rules.
   4. Species and Grade: Any species above.
B. Concealed Boards: Where boards will be concealed by other work, provide lumber with 19 percent maximum moisture content and of following species and grade:
   1. Species and Grade: Mixed southern pine, No. 2 per SPIB rules.

2. Species and Grade: Spruce-pine-fir, Standard per WCLIB rules or No. 3 Common per WWPA rules.
3. Species and Grade: Any species above.

2.5 MISCELLANEOUS LUMBER

A. General: Provide lumber for support or attachment of other construction, including rooftop equipment curbs and support bases, cant strips, bucks, nailers, blocking, furring, grounds, stripping, and similar members.
B. Fabricate miscellaneous lumber from dimension lumber of sizes indicated and into shapes shown.
C. Moisture Content: 19 percent maximum for lumber items are not specified to receive wood preservative treatment.
D. Grade: For dimension lumber sizes, provide No. 3 or Standard grade lumber per ALSC's NGRs of any species. For board-size lumber, provide No. 3 Common grade per NELMA, NLGA, or WWPA; No. 2 grade per SPIB; or Standard grade per NLGA, WCLIB or WWPA of any species.

2.6 WOOD-BASED STRUCTURAL – USE PANELS

A. Structural-Use Panel Standards: Provide either all-veneer, mat-formed, or composite panels complying with DOC PS 2, "Performance Standard for Wood-Based Structural-Use Panels," unless otherwise indicated. Provide plywood panels complying with DOC PS 1, "U.S. Product Standard for Construction and Industrial Plywood," where plywood is indicated. Panels used for roof sheathing shall be fire retardant treated for exterior use.
B. Trademark: Factory mark structural-use panels with APA trademark evidencing compliance with grade requirements.
C. Span Ratings: Provide panels with span ratings required to meet "Code Plus" provisions of APA Form No. E30, "APA Design/Construction Guide: Residential & Commercial."

2.7 MISCELLANEOUS CONCEALED PANELS

A. APA-rated sheathing, Exposure 1, span rating to suit framing in each location.
B. Plywood Backing Panels: For mounting electrical or telephone equipment, provide fire-retardant-treated plywood panels with grade, C-D Plugged Exposure 1, in thickness indicated or, if not otherwise indicated, not less than 15/32 inch thick.

2.8 PLYWOOD BACKING PANELS

A. Telephone and Electrical Equipment Backing Panels: DOC PS 1, Exposure 1, C-D Plugged, **fire-retardant treated,** in thickness indicated or, if not indicated, not less than 1/2-inch nominal thickness.

2.9 FASTENERS

A. General: Provide fasteners of size and type indicated that comply with requirements specified in this Article for material and manufacture.
B. Where miscellaneous carpentry is exposed to weather, in ground contact, or in area of high relative humidity, provide fasteners with a hot-dip zinc coating per ASTM A 153 or of Type 304 stainless steel.
C. Nails, Wire, Brads, and Staples: FS FF-N-105.
D. Power-Driven Fasteners: CABO NER-272.
E. Bolts: Steel bolts complying with ASTM A 307, Grade A; with ASTM A 563 hex nuts and, where indicated, flat washers.

2.10 METAL FRAMING ANCHORS

A. General: Provide galvanized steel framing anchors of structural capacity, type, and size indicated and acceptable to authorities having jurisdiction.
B. Galvanized Steel Sheet: Hot-dip, zinc-coated steel sheet complying with ASTM A 653, G60 coating designation; structural, commercial, or lock-forming quality, as standard with manufacturer for type of anchor indicated.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Discard units of material with defects that impair quality of carpentry and that are too small to use with minimum number of joints or optimum joint arrangement.
B. Set carpentry to required levels and lines, with members plumb, true to line, cut, and fitted.
C. Fit carpentry to other construction; scribe and cope as required for accurate fit. Correlate location of furring, nailers, blocking, grounds, and similar supports to allow attachment of other construction.
D. Apply field treatment complying with AWPA M4 to cut surfaces of preservative-treated lumber and plywood.
E. Securely attach carpentry work as indicated and according to applicable codes and recognized standards.
F. Countersink nail heads on exposed carpentry work and fill holes with wood filler.
G. Use fasteners of appropriate type and length. Predrill members when necessary to avoid splitting wood.

3.2 WOOD GROUNDS, NAILERS, BLOCKING, AND SLEEPERS

A. Install where shown and where required for screeding or attaching other work. Cut and shape to required size. Coordinate locations with other work involved.
B. Attach to substrates to support applied loading. Recess bolts and nuts flush with surfaces, unless otherwise indicated.

3.3 WOOD FURRING

A. Install plumb and level with closure strips at edges and openings. Shim with wood as required for tolerance of finish work.

3.4 INSTALLATION OF STRUCTURAL – USE PANELS

A. General: Comply with applicable recommendations contained in APA Form No. E30, "APA Design/Construction Guide: Residential & Commercial," for types of structural-use panels and applications indicated.
B. Comply with "Code Plus" provisions of above-referenced guide.

END OF SECTION 06 10 00

SECTION 07 41 00 - METAL ROOF SYSTEM

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Roofing/Decking Combination: Roof system consists of an engineered metal roof system on 40 mil adhesive underlayment on existing roof deck.

B. Existing Conditions:

1. The existing roofing system is asphalt shingle over a "*Loadmaster*" roofing system with approx 1 ½" thickness. There is a 22 gauge structural metal roof deck below the "*Loadmaster*" panels. Any areas damaged during construction shall be repaired at the Contractor's expense. The existing shingles are fastened with "Do-All Loc-Nails" which are splayed nails that have two prongs which separate during fastening and grip the substrate. Upon removal of the nails they shall either be pulled and will release almost to original shape or be sheared off and the remaining portion hammered back down so that no nails remain above the substrate. Screws or fasteners for metal roof system clips shall penetrate through the existing Loadmaster roofing system and screw into and anchor to the existing 22 GA metal decking.

C. This Section includes manufactured roof, wall and soffit panels of the following types:

1. Machine seamed standing seam roof panels.
2. All flashings, roof top equipment flashing, curbs, ridge caps, and miscellaneous trim.
3. All clips fasteners and anchors required to resist all uplift and loading combinations and allow thermal movement.
4. All roof insulation, including adhesively backed membrane and other underlayments.
5. All other accessories and components necessary for a complete, first class job.

1.3 EXAMINATION

A. Roof Contractor shall examine existing roof deck surface after demolition and prior to new roof installation and correct all deficiencies prior to proceeding with roof installation. Assure all conditions of the existing roof deck are acceptable in every respect before proceeding. Proceeding with roof installation constitutes acceptance by the Contractor of the roof deck and sub surface in its entirety. Any existing metal decking and "Loadmaster" panels shall be examined and any assemblies deemed unacceptable shall be removed and replaced in accordance with the unit price and allowance sections.

1.4 DEFINITIONS

A. Preformed roofing/siding is hereby defined to include panels which are structurally capable of spanning between supports spaced as indicated.

B. Plywood: A structural board consisting of an odd number of thin layers of wood glued together under pressure, with the grain of one layer at right angles to the grain of the adjoining layer in 5, 7, 9 ply layers as required to achieve the required thickness.

1.5 RELATED SECTIONS

A. The following sections contain requirements that relate to this Section:
   1. Refer to Division 01 “Alternates” for Alternates related to areas of Reroofing.
   2. Division 02 Section “Roof Demolition” for removal of existing roof system, patching of existing roof deck, and other demolition requirements
   3. Division 06 Section “Rough Carpentry” for wood blocking.
   4. Division 07 Section "Sheet Metal Flashing and Trim" for roof and/or wall flashing, gutters, downspouts, and other sheet metal work.

1.6 SYSTEM PERFORMANCE REQUIREMENTS

A. Provide certified test results by a recognized testing laboratory or agency in accordance with specified test methods for each system.

B. **Design wind velocity for the area of the project is 130 mph** as indicated in the N.C. State Building Code latest version and/or local ordinance. The entire roof assembly including all components shall be designed to resist all wind load combinations. Shop drawing submittals shall include all relevant calculations. Drawings and calculations shall be sealed by a professional structural engineer registered in North Carolina. Manufactured roofing systems shall also be required to provide U.L. 1-130 wind up-lift resistance. Fabricate and install system to withstand uplift loading at field, perimeters and corners in accordance with ASCE 7.
   1. Zone 1 – -29.8 psf.
   2. Zone 2 – -50 psf.
   3. Zone 3 – -75.2 psf

C. Roof Heights, Importance Factors and other applicable calculation factors are shown on the drawings.

D. Air Infiltration: Air leakage through assembly of not more than 0.06 cfm/sq. ft. of roof area when tested according to ASTM E 1680 at the following test-pressure difference:
   1. Test-Pressure Difference: Negative 1.57 lbf/sq. ft..
   2. Test-Pressure Difference: Positive and negative 1.57 lbf/sq. ft..
   3. Positive Preload Test-Pressure Difference: Greater than or equal to 15.0 lbf/sq. ft. and the greater of 75 percent of building live load or 50 percent of building design positive wind-pressure difference.
   4. Negative Preload Test-Pressure Difference: 50 percent of design wind-uplift-pressure difference.

E. Water Penetration: No water penetration when tested according to ASTM E 1646 at the following test-pressure difference:
   1. Test-Pressure Difference: 2.86 lbf/sq. ft.
   2. Test-Pressure Difference: 20 percent of positive design wind pressure, but not less than 6.24 lbf/sq. ft. and not more than 12.0 lbf/sq. ft.
   3. Positive Preload Test-Pressure Difference: Greater than or equal to 15.0 lbf/sq. ft. and the greater of 75 percent of building live load or 50 percent of building design positive wind-pressure difference.
   4. Negative Preload Test-Pressure Difference: 50 percent of design wind-uplift-pressure difference.

F. Wind-Uplift Resistance: Provide metal roof panel assemblies that comply with UL 580 for wind-uplift-resistance class indicated.

G. FMG Listing: Provide metal roof panels and component materials that comply with requirements in FMG 4471 as part of a panel roofing system and that are listed in FMG's "Approval Guide" for Class 1 or noncombustible construction, as applicable. Identify materials with FMG markings.

H. Low sloped roof systems shall be designed and installed for wind loads in accordance with Chpt. 16 of the North Carolina Building Code – latest version and tested for resistance in accordance with ANSI/SPRI ES-1.

1.7 SUBMITTALS

A. Submit the following in accordance with Conditions of Contract and Division 01 Specification Sections.

B. Product data including manufacturer's product specifications, standard details, certified product test results, installation instructions, and general recommendations, as applicable to materials and finishes for each component and for total panel system.
C. Samples for initial selection purposes in form of manufacturer's color charts or chips showing full range of colors, textures, and patterns available for roof and wall panels with factory-applied finishes.
D. Samples for verification purposes of roof, wall and soffit panels. Provide sample panels 12 inches long by actual panel width, in the profile, style, color, and texture indicated. Include clips, battens, fasteners, closures, and other panel accessories.
E. Shop Drawings showing layouts of panels on walls and roofs, details of edge conditions, joints, corners, panel profiles, supports, anchorages, gutters, downspouts, trim, flashings, closures, and special details. Distinguish between factory and field assembly work.
F. Mock-ups: Submit full size mock-ups of all connections, corners, constructions, jointings, panel constructions, etc, including rain drainage system, as necessary to provide the Architect and Owner with a complete understanding of the system to be installed.
G. Certification: Submit certification prepared and sealed by a Professional Engineer, registered to practice in North Carolina, verifying that the roofing system and its anchorage meets or exceeds the loading and design requirements specified above and in the N.C. State Building Code, latest edition.

1.8 QUALITY ASSURANCE

A. Field Measurements: Where possible, prior to fabrication of panels, take field measurements of structure or substrates to receive panel system. Allow for trimming panel units where final dimensions cannot be established prior to fabrication.
B. Installer Qualifications: Engage an experienced Installer ("Roofer") to perform preformed metal roofing, siding and soffit work who has specialized in the installation of metal roofing, siding and soffit systems similar to that required for this project and who is acceptable to the manufacturer of the primary roofing materials for installation of their systems.
C. Installer Certification: Obtain written certification from manufacturer of preformed metal roofing system certifying that Installer is approved by manufacturer for installation of manufacturer's watertightness warrantied system and that Installer has held that certification for a minimum of one year prior to installation of roof.
D. Installer's Field Supervision: Require Installer to maintain a full-time supervisor/foreman who is on jobsite during times that preformed metal roofing and siding work is in progress and who is experienced in installation of roofing systems similar to type and scope required for this Project, and who is certified as indicated above.
E. Insurance Certification: Assist Owner in preparation and submittal of roof installation acceptance certification as may be necessary in connection with fire and extended coverage insurance on roofing and associated work.
F. UL Listing: Provide preformed metal roofing system and component materials which have been tested for application and slopes indicated and are listed by Underwriters Laboratories, Inc. (UL) for Class A external fire exposure.
    1. Assist in obtaining required approvals for substitution of preformed metal roofing system and materials in accepted U.L. designs as required.
G. Pre-Application Roofing Conference: Significantly prior to scheduled commencement of roofing installation and associated work, meet at project site with Installer, installer of each component of associated work, installers of deck or substrate construction to receive roofing work, installers of roof-top units and other work in and around roofing which must precede or follow roofing work (including mechanical work if any), Architect, Owner, roofing system manufacturer's representative, and other representatives directly concerned with performance of the work, including (where applicable) Owner's insurers, test agencies, and governing authorities.
    1. Review foreseeable methods and procedures related to roofing work, including but not necessarily limited to the following:
    2. Tour representative areas of roofing substrates (decks), inspect and discuss condition of substrate, roof drains, curbs, penetrations and other preparatory work performed by other trades.

3. Review structural loading limitations of steel deck and inspect deck for loss of flatness and for required mechanical fastening.
4. Review roofing system requirements (drawings, specifications and other contract documents).
5. Review required submittals, both completed and yet to be completed.
6. Review and finalize construction schedule related to roofing work and verify availability of materials, Installer's personnel, equipment and facilities needed to make progress and avoid delays.
7. Review required inspection, testing, certifying and material usage accounting procedures.
8. Review weather and forecasted weather conditions, and procedures for coping with unfavorable conditions, including possibility of temporary roofing (if not a mandatory requirement).
9. Record (Contractor) discussions of conference, including decisions and agreements (or disagreements) reached, and furnish copy of record to each party attending. If substantial disagreements exist at conclusion of conference, determine how disagreements will be resolved and set date for reconvening conference.

1.9 DELIVERY, STORAGE, AND HANDLING

A. Deliver panels and other components so they will not be damaged or deformed. Package wall and roof panels for protection against transportation damage.

B. **Handling:** Exercise care in unloading, storing, and erecting wall and roof covering panels to prevent bending, warping, twisting, and surface damage.

C. Stack materials on platforms or pallets, covered with tarpaulins or other suitable weathertight ventilated covering. Store metal wall and roof panels so that they will not accumulate water. Do not store panels in contact with other materials that might cause staining, denting, or other surface damage.

1.10 WARRANTY

A. Warranty Note: The current roof areas that have been re-roof with a metal roof systems is currently under a 20 Year Warranty as described below. All installations, materials, and workmanship shall be completed in compliance with this existing metal roof manufacturer in order to maintain the existing roof warranty.

B. **Special Project Warranty:** Provide written non pro-rated warranty, signed by the Manufacturer of primary roofing materials and his authorized Installer, agreeing to replace/repair defective materials and workmanship. "Defective materials and workmanship" shall be defined to include any portion of the roofing system which leaks during the warranty period. NOTE - this warranty includes any and all insulation, underlayment, flashing, curbs and penetrations on the roof in their entirety which all of which shall be provided and installed by this contractor whether specified in this section or other sections of the specifications. This warranty shall be in addition to and not a limitation of other rights the Owner may have against the Contractor under the Contract Documents. The metal roof system manufacturer’s authorized representative shall inspect the installation and guarantee the metal roof system against leaks for a period of twenty (20) years following final acceptance of the work. Guarantee shall be in writing. Guarantee shall be equal to or exceed Single Source 1 Warranty. Manufacturer representative shall inspect the installation at appropriate stages during the construction as necessary to provide a roof warranty without exceptions or qualifications from the manufacturer. The warranty shall not be limited by wind speeds less than the design wind speed. Jurisdiction for warranty shall be the county in which the building is constructed.
   1. Warranty Period: 20 years from the date of substantial completion.

C. **Finish Warranty:** Furnish panel manufacturer's written warranty covering failure of the factory-applied exterior finish on metal wall, roof, flashing and soffit panels within the warranty period. Guarantee shall be in writing.
   1. Warranty Period: 20 years from the date of substantial completion.

D. **Contractor’s 24 month warranty:** The contractor shall guarantee the materials and workmanship associated with the roofing, insulation, underlayment, flashing and sheet metal work incidental with the roofing against defects, leaks, and other failures, due to faulty material, workmanship, and/or negligence for a period of twenty-four (24) months following final acceptance of the work. All leaks and damages caused by leaks shall be repaired at the Contractor’s expense. The substitution of an equal or longer term

manufacturers warranty in lieu of this requirement is not acceptable. Guarantee shall be in writing and countersigned by the Prime Contractor and the Roofing Subcontractor. The warranty shall not be limited by wind speeds less than the design wind speed. Jurisdiction for warranty shall be the county in which the building is constructed.

E. Note: all flashings, curbs, trim and other penetrations on the roof shall be provided, installed and fully warranted by the metal roof system manufacturer.

PART 2 - PRODUCTS

2.1 ROOF SYSTEMS

A. **Available Manufacturers:** Subject to compliance with requirements, manufacturers offering metal roof, wall or soffit panel systems that may be incorporated in the work include but are not limited to the following:

1. As part of Base Bid, **"SuperLok"** standing seam roof system by MBCI or equal by but not limited to
    a. ATAS
    b. Metal Roofing Systems, Inc.
    c. Architectural Metal Systems.
    d. Berridge Manufacturing Company.
    e. Fabral.s.
    f. McElroy Metal, Inc.
    g. Petersen Aluminum Corporation.
    h. Imetco
    i. DMI
    j. Construction Metal Products, Inc.
2. Rib Profile shall be equivalent to the "SuperLok" System.

2.2 SHEET MATERIALS

A. **Structural Quality Aluminum-Zinc Alloy-Coated Steel Sheet:** Hot-dip aluminum-zinc-coated steel sheet complying with ASTM A 792 with class AZ-50 coating; Grade 40 or to suit manufacturer's standards.

2.3 METAL FINISHES

A. **Roof panels finish:** Exposed Coil-Coated Finish:

1. 2-Coat Fluoropolymer: AAMA 621. Fluoropolymer finish containing not less than 70 percent PVDF resin by weight in color coat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions. 2-Coat Fluoropolymer: AAMA 620. Fluoropolymer finish containing not less than 70 percent PVDF resin by weight in color coat. "Kynar 500" coating consisting of a primer and a minimum 0.75-mil dry film thickness with a total minimum dry film thickness of 0.9 mil and 30 percent reflective gloss when tested in accordance with ASTM D 523. Durability: Provide coating that has been field tested under normal range of weathering conditions for minimum of 20 years without significant peel, blister, flake, chip, crack, or check in finish; without chalking in excess of No. 8 in accordance with ASTM D 659; and without fading in excess of 5 NBS units. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
2. Roof materials comply with an SRI Index of greater than 78.
3. Color shall be selected from Manufacturers Standard Color Chart include all metallic colors. The intent is to match the color of the existing metal panels at each school.

2.4 PANEL FABRICATION

A. General: Fabricate and finish panels and accessories at the factory to greatest extent possible, by manufacturer's standard procedures and processes, as required to fulfill indicated performance requirements demonstrated by laboratory testing. Comply with indicated profiles and dimensional requirements and with structural requirements. On-site fabrication of standing seam roof panels is not allowed.

B. Apply bituminous coating or other permanent separation materials on concealed panel surfaces where panels would otherwise be in direct contact with substrate materials that are noncompatible or could result in corrosion or deterioration of either material or finishes.

C. **Metal Gages:** Thicknesses required for structural performances, but not less than manufacturer's recommended minimums for profiles and applications indicated.
   1. Roof panels shall be minimum 24-gage material thickness.

2.5 STANDING SEAM ROOF PANEL SYSTEM

A. **Standing Seam Roof Panel System:** Manufacturer's standard factory-formed standing-seam roof panel system designed for mechanical attachment of panels to roof deck using a concealed clip. Form panels of 24-gage (0.0239-inch) aluminum-zinc-coated steel sheets.
   1. Clips: Provide minimum 16-gage (0.0598-inch) galvanized panel clips designed to meet negative load requirements.
   2. Cleats: Factory-calked, mechanically seamed cleats formed from minimum 22-gage (0.0239-inch), Grade C, zinc-coated steel sheets.

B. Fabricate roof system panels 16" wide, with 2" to 2-1/2" high, minimum, standing seams. All roof panels and associated trim and flashing shall be 24 gage minimum. Panels shall have a "flat" profile, with intermediate stiffening ribs symmetrically spaced.

C. The metal roof system indicated on the Drawings and specified herein is based on the MBCI “SuperLok” system.
   1. Rib Profile shall be equivalent to the “SuperLok” System.

D. Subject to submittal of data and approval prior to bid, metal roof systems by other manufacturers complying with all requirements of this specification including materials, warranties and compliance with all wind loading.

E. All trim and roof transition flashing shall allow the roof panels to move relative to adjoining materials, including masonry walls.

F. End Laps: Install roof panels without end laps, end laps are permitted only where panel run exceeds 60 feet, in which case only one end lap will be permitted. The location of end laps, if required, shall be subject to approval by the Architect. No other end laps will be acceptable.

G. Roofing Panel Joints: Fabricate panel joints with factory applied "in-seam" sealant to prevent capillary water leakage through panel-to-panel seams caused by wind driven rain.
   1. Systems requiring field applied sealant tape systems may be acceptable to the Architect if this is part of the manufacturer's standard installation method.

H. Ridge and Hip Closure assembly: Ridge and hip assembly shall be designed to provide proper ventilation to prevent condensation and also prevent water penetration during the specified wind conditions. The ridge assembly shall be designed and installed to allow roof panels to ventilate and to expand and contract length-wise as the temperature of the roof panels changes.

I. Condensation: Fabricate panels for control of condensation, including vapor inclusion of seals and provisions for breathing, venting, weeping and draining.

2.6 ADDITIONAL MATERIALS

A. **Insulation:** Polyisocyanurate Board Insulation: ASTM C 1289, Type II
   1. 1” thickness.
   2. Factory closed cell polyisocyanurate foam core bonded to heavy duty glass fiber mat facers.
   3. Install over entire re-roof area.

B. **Adhesively backed membrane:** Install "Ice and Water Shield HT" by W.R. Grace. Smooth faced and 40 mil thickness.
   1. Install horizontally staring at leave with joints lapped 4' min. Secure to insulation as recommended by the manufacturer.
   2. Approved equal WinterGuard by CertainTeed Corporation, Weather Watch by GAF Building Materials Corporation.
   3. Install over the entire roof surface including all vertical surfaces and turn down behind all gutters.

C. Substrate Board: Dense Deck, **1/2 inch** thick, Fire Rated.
   1. Refer to Allowances and Unit Prices for use of substrate board.
   2. Fasteners: Factory-coated steel fasteners and metal or plastic plates meeting corrosion-resistance provisions in FMG 4470, designed for fastening substrate panel to roof deck. Min. 1 fastener per sqft.

D. Snow Guards: Prefabricated, noncorrosive units designed to be installed without penetrating metal roof panels, and complete with predrilled holes, clamps, or hooks for anchoring.
   1. Seam-Mounted, Snow Guards: Aluminum crossmember extrusion held in place by aluminum clamps attached to vertical ribs of standing-seam metal roof panels. Provide insert for installation in crossmember. Provide snow guards at all standing seam roof eaves.
   2. Clamp Finish: Mill finish aluminum
   3. Pre-finished Insert Color: Match standing seal roof color.
   4. Basis of Design: Alpine SnowGuards - SnowMax Standing Seam Fence-Style Snow Guard or equal.

E. Fasteners: Self-tapping screws, bolts, nuts, self-locking rivets, self-locking bolts, end-welded studs, and other suitable fasteners designed to withstand design loads.
   1. Use stainless steel fasteners.

F. Accessories: Except as indicated as work of another specification section, provide components required for a complete roof or wall panel system, including trim, copings, fascias, gravel stops, mullions, sills, corner units, ridge closures, clips, seam covers, battens, flashings, gutters, downspouts, louvers, sealants, gaskets, fillers, closure strips, and similar items. Match materials and finishes of panels.
   1. Sealing Tape: Pressure-sensitive 100 percent solids polyisobutylene compound sealing tape with release paper backing. Provide permanently elastic, non-sag, nontoxic, nonstaining tape.
   2. Joint Sealant: One-part elastomeric polyurethane, polysulfide, or silicone rubber sealant as recommended by the building manufacturer.

2.7 AUXILIARY INSULATION MATERIALS:

A. Insulation shall comply with: ASTM C578 Type IV, 25 psi, 1.55 pcf density.

B. Mastic Sealer: Type recommended by insulation manufacturer for bonding edge joints and filling voids.

C. Mechanical Anchors: Corrosion-resistant type as recommended by insulation manufacturer for deck type and complying with fire and insurance wind-uplift rating requirements.
   1. Provide anchors of design and spacing to meet the wind loading requirements specified. Provide system tested and approved for FM 1-130 wind-uplift rating and designed to resist the specified wind loads.

D. Thermal spacers: Provide an air gap of approximately ½" between the bottom of the roof panel and the roof deck. Install manufacturer provided thermal spacers of size spacing and configuration to eliminate panel deflection and flutter in addition to support walking loads on the roof. Spacers shall be spaced and configured to allow sufficient ventilation of the air gap between the bottom of the roof panel and the roof deck. Locate thermal spacers on shop drawings.

E. Flashing of existing roof top equipment: Coordinate installation of counterflashings with assemblies which shall be protected by counterflashing and warranted as part of the metal roof system. Install counterflashings in reglets or receivers. Include all components, sealants, flashings, fasteners and other materials to provide a fully warranted, waterproof, complete and first class job roof system.

F. Roof-Penetration Flashing: Coordinate roof-penetration flashing installation with roofing and installation of items penetrating roof including but not limited to plumbing, HVAC, electrical and other equipment. All flashing assemblies shall be designed by the roof system manufacturer to provide a fully warranted, waterproof, complete and first class job roof system.

G. Crickets: Include crickets to divert water away from roof top curbs Crickets shall be designed by the roof system manufacturer to provide a fully warranted, waterproof, complete and first class job roof system.
H. Roof Edge, Eave and Trim Flashing shall be provided and designed by the roof system manufacturer to provide a completely warranted, waterproof roof system.

PART 3 - EXECUTION

3.1 PANEL INSTALLATION

A. General: Comply with manufacturers' instructions and recommendations for installation, as applicable to project conditions and supporting substrates. Anchor panels and other components of the work securely in place, with provisions for thermal and structural movement.
   1. Field cutting of exterior panels by torch is not permitted.
   2. Install panels with concealed fasteners.
   3. Install all trim elements with butt joints and concealed splice plates, do not nest trim pieces together.
   4. Install all panels and associated trim with concealed fasteners.
   5. Where the use of occasional pop-rivets is required in the work, provide stainless steel rivets with heads colored to match the finish work.
B. Accessories: Install components required for complete roof, facial and soffit panel systems, including trim, copings, fascias, gravel stops, mullions, sills, corner units, ridge closures, clips, seam covers, battens, flashings, gutters, louvers, sealants, gaskets, fillers, closure strips, and similar items.
C. Joint Sealers: Install gaskets, joint fillers, and sealants where indicated and where required for weatherproof performance of panel systems. Provide types of gaskets, sealants, and fillers indicated or, if not otherwise indicated, types recommended by panel manufacturer.
   1. Provide weatherseal under ridge cap. Flash and seal roof panels at eave and rake with rubber, neoprene, or other closures to exclude weather.
   2. Refer to other sections of these specifications for product and installation requirements applicable to indicated joint sealers.
D. Standing Seam Roof Panel System: Fasten roof panels to supports with concealed clip in accordance with the manufacturer's instructions.
   1. Install clips at spacing required with self-drilling/self-tapping fasteners. Provide corrosion resistant fasteners as recommended by the manufacturer for the installation indicated
   2. Install roof panels in single lengths without end laps.
   3. Seaming: Complete seaming of panel joints by operation of portable power-driven equipment of type recommended by panel manufacturer to provide a weathertight joint.
   4. Provide and install curbs and flashings for all roof penetrations, including plumbing vents and mechanical penetrations.
E. Installation Tolerances: Shim and align panel units within installed tolerance of 1/8 inch in 20'-0" on level/plumb/slope and location/line as indicated, and within 1/16-inch offset of adjoining faces and of alignment of matching profiles.

3.2 ROOF PENETRATIONS

A. Provide and install roof manufacturer prescribed curb flashing, “crickets”, counter flashings and other flashing and sealants necessary to completely waterproof all roof penetrations, including all existing plumbing vents and existing mechanical penetrations to provide a complete watertight, fully warranted roof assembly.
B. Pipe Boots: Install metal roof system manufacturer provided roof vent pipe boots at all plumbing vents
C. Installation Tolerances: Shim and align panel units within installed tolerance of 1/8 inch in 20'-0" on level/plumb/slope and location/line as indicated, and within 1/16-inch offset of adjoining faces and of alignment of matching profiles.

3.3 CLEANING AND PROTECTIONS

A. Damaged Units: Replace panels and other components of the work that have been damaged or have deteriorated beyond successful repair by means of finish touch-up or similar minor repair procedures.
B. Cleaning: Remove temporary protective coverings and strippable films (if any) as soon as each panel is installed. Upon completion of panel installation, clean finished surfaces as recommended by panel manufacturer, and maintain in a clean condition during construction.
C. Damaged Units: Replace panels and other components of the work that have been damaged or have deteriorated beyond successful repair by means of finish touch-up or similar minor repair procedures.
D. Cleaning: Remove temporary protective coverings and strippable films (if any) as soon as each panel is installed. Upon completion of panel installation, clean finished surfaces as recommended by panel manufacturer, and maintain in a clean condition during construction.
E. Remove no more roofing than can be covered in one day and before any rain occurs.

3.4 ROOFING INSTALLER'S WARRANTY

A. Provide the following Roof Installers Warranty
B. Warranty:

WHEREAS <**Insert name**> of <**Insert address**>, herein called the "Roofing Installer," has performed roofing and associated work ("work") on the following project:

Owner: <**Insert name of Owner.**>
Address: <**Insert address.**>
Building Name/Type: <**Insert information.**>
Address: <**Insert address.**>
Area of Work: <**Insert information.**>
Acceptance Date: <**Insert date.**>
Warranty Period: <**Insert time.**>
Expiration Date: <**Insert date.**>

AND WHEREAS Roofing Installer has contracted (either directly with Owner or indirectly as a subcontractor) to warrant said work against leaks and faulty or defective materials and workmanship for designated Warranty Period,

NOW THEREFORE Roofing Installer hereby warrants, subject to terms and conditions herein set forth, that during Warranty Period he will, at his own cost and expense, make or cause to be made such repairs to or replacements of said work as are necessary to correct faulty and defective work and as are necessary to maintain said work in a watertight condition.

This Warranty is made subject to the following terms and conditions:

Specifically excluded from this Warranty are damages to work and other parts of the building, and to building contents, caused by:
lightning;
peak gust wind speed exceeding **130 mph**;
fire;
Roofing Installer is responsible for damage to work covered by this Warranty.
Owner shall promptly notify Roofing Installer of observed, known, or suspected leaks, defects, or deterioration and shall afford reasonable opportunity for Roofing Installer to inspect work and to examine evidence of such leaks, defects, or deterioration.
This Warranty is not recognized to be the only warranty of Roofing Installer on said work Other warranties are listed in the specifications) and shall not operate to restrict or cut off Owner from other remedies and resources lawfully available to Owner in cases of roofing failure. Specifically, this Warranty shall not operate to relieve Roofing Installer of responsibility for performance of original work according to requirements of the Contract Documents, regardless of whether Contract was a contract directly with Owner or a subcontract with Owner's General Contractor.
Any litigation shall take place in **Onslow County, NC.**
This warranty shall not exclude wind damage from hurricanes, damage from hurricanes specifically caused by windborne debris is excluded. Warranty shall include parapets and all roof edge conditions.

IN WITNESS THEREOF, this instrument has been duly executed this <**Insert day**> day of <**Insert month**>, <**Insert year**>.

Authorized Signature: <**Insert signature.**>
Name: <**Insert name.**>
Title: <**Insert title.**>

END OF SECTION 07 41 00

SECTION 07 62 00 - SHEET METAL FLASHING AND TRIM

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary General Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes sheet metal flashing and trim in the following categories:
   1. Exposed trim, roof edges and parapet caps.
   2. Metal flashing and counterflashing.
   3. Metal Gutter and Downspouts

1.3 RELATED SECTIONS

A. The following Sections contain requirements that relate to this Section:
   1. **Coordinate finish and finish colors** of work of this section with materials specified in other Division 07 sections.
   2. Division 07 Section "Metal Roof System" for flashing and roofing accessories installed integral with and part of roofing-system work.
   3. Division 07 Section "Joint Sealants" for elastomeric sealants.

1.4 SUBMITTALS

A. Submit each item in this Article according to the Conditions of the Contract and Division 1 Specification Sections.

B. **Product Data** including manufacturer's material and finish data, installation instructions, and general recommendations for each specified flashing material and fabricated product.

C. **Shop Drawings** of each item specified showing layout, profiles, methods of joining, and anchorage details.

D. **Samples** of sheet metal flashing, trim, and accessory items, in the specified finish. Where finish involves normal color and texture variations, include Sample sets composed of 2 or more units showing the full range of variations expected.
   1. 8-inch- square Samples of specified sheet materials to be exposed as finished surfaces.

E. **Qualification data** for firms and persons specified in the "Quality Assurance" Article to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.

1.5 QUALITY ASSURANCE

A. **Installer Qualifications:** Engage an experience Installer who has completed sheet metal flashing and trim work similar in material, design, and extent to that indicated for this Project and with a record of successful in-service performance.

B. **Mockups:** Prior to installing sheet metal flashing and trim, construct mockups indicated to verify selections made under Sample submittals and to demonstrate aesthetic effects as well as qualities of materials and execution. Build mockups to comply with the following requirements, using materials indicated for final unit of Work.
   1. Locate mockups on-site in the location and of the size indicated or, if not indicated, as directed by Architect.
   2. Notify Architect one week in advance of the dates and times when mockups will be constructed.
   3. Demonstrate the proposed range of aesthetic effects and workmanship.
   4. Construct mockups for the following type of sheet metal flashing and trim:
      a. Parapet Cap Assembly.
      b. Exposed trim.
   5. Obtain Architect's approval of mockups before start of final unit of Work.
   6. Retain and maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
      a. Approved mockups in an undisturbed condition at the time of Final Acceptance may become part of the completed Work.

1.6 PROJECT CONDITIONS

A. Coordinate Work of this Section with interfacing and adjoining Work for proper sequencing of each installation. Ensure best possible weather resistance, durability of Work, and protection of materials and finishes.

B. Interior and exterior corners of all parapet caps and roof edge flashing assemblies shall be mitered, welded and ground smooth.

PART 2 - PRODUCTS

2.1 METALS

A. **Aluminum:** Alloy and temper recommended by aluminum producer and finisher for type of use and finish indicated and with not less than the strength and durability of alloy and temper designated below unless otherwise indicated.

B. Factory-painted Aluminum Sheet: ASTM B 209 (ASTM B 209M), 3003-H14, with a minimum thickness of .040" unless indicated otherwise.

2.2 MISCELLANEOUS MATERIALS AND ACCESSORIES

A. **Fasteners:** Same metal as sheet metal flashing or other noncorrosive metal as recommended by sheet metal manufacturer. Match finish of exposed heads with material being fastened.

B. **Asphalt Mastic:** SSPC-Paint 12, solvent-type asphalt mastic, nominally free of sulfur and containing no asbestos fibers, compounded for 15-mil dry film thickness per coat.

C. **Mastic Sealant:** Polyisobutylene; nonhardening, nonskinning, nondrying, nonmigrating sealant.

D. **Elastomeric Sealant:** Generic type recommended by sheet metal manufacturer and fabricator of components being sealed and complying with requirements for joint sealants as specified in Division 7 Section "Joint Sealants."

E. **Paper Slip Sheet:** 5-lb/square red rosin, sized building paper conforming to FS UU-B-790, Type I, Style 1b.

F. **Metal Accessories:** Provide sheet metal clips, straps, anchoring devices, and similar accessory units as required for installation of Work, matching or compatible with material being installed; noncorrosive; size and thickness required for performance.

2.3 FABRICATION, GENERAL

A. **Sheet Metal Fabrication Standard:** Fabricate sheet metal flashing and trim to comply with recommendations of SMACNA's "Architectural Sheet Metal Manual" that apply to the design, dimensions, metal, and other characteristics of the item indicated.

B. **Comply with details shown** to fabricate sheet metal flashing and trim that fit substrates and result in waterproof and weather-resistant performance once installed. Verify shapes and dimensions of surfaces to be covered before fabricating sheet metal.

C. **Form exposed sheet metal** Work that is without excessive oil canning, buckling, and tool marks and that is true to line and levels indicated, with exposed edges folded back to form hems.

D. **Expansion Provisions:** In gutters, space expansion joints as indicated, or if not indicated place as required to provide for one downspouts to be located in any gutter run between expansion joints, with no joints allowed within 24 inches of corners. Fabricate expansion joints in gutters with end caps on both gutter runs, separate gutter runs by 1", cover face of joint with a six inch exposed joint cover, and cap the joint with an exposed cover plate.

E. Lapped or bayonet-type expansion joints are not permitted.

F. **Sealed Joints:** Form nonexpansion, but movable, joints in metal to accommodate elastomeric sealant to comply with SMACNA standards and as follows:

G. Fabricate sealed joints in prefinished sheet metal with butt joints and concealed splice plates. Install silicone elastomeric sealant between exposed metal work and splice plates, and rivet one side of fabricated unit to splice plate for strength.
   1. Do not use lapped or bayonet-type (nested) joints for sheet metal fabrications.
   2. Fabricate concealed splice plates of specific size and profile to maintain lines and form of fabricated work.
   3. Provide a 1/8" gap between fabricated units at butt joints.

H. **Separate metal** from noncompatible metal or corrosive substrates by coating concealed surfaces at locations of contact with asphalt mastic or other permanent separation as recommended by manufacturer.

I. **Conceal fasteners** and expansion provisions where possible. Exposed fasteners are not allowed on faces of sheet metal exposed to public view.

J. **Fabricate cleats** and attachment devices from same material as sheet metal component being anchored or from compatible, noncorrosive metal recommended by sheet metal manufacturer.

K. Size: As recommended by SMACNA manual or sheet metal manufacturer for application but never less than thickness of metal being secured.

2.4 SHEET METAL FABRICATIONS

A. **General:** Fabricate sheet metal items in thickness or weight needed to comply with performance requirements but not less than that listed below for each application and metal.

B. **Exposed Trim and Parapet Caps:** Fabricate from the following material:
1. Galvalume .063" minimum .

C. **Base Flashing:** Fabricate from the following material:
1. Galvalume .040" minimum .

D. **Counterflashing:** Fabricate from the following material:
1. Galvalume .032" minimum .

2.5 ROOF DRAINAGE SHEET METAL FABRICATIONS

A. Gutters: Fabricate to cross section indicated, complete with end pieces, outlet tubes, and other accessories as required. Fabricate in minimum 120-inch- long sections. Furnish flat-stock gutter spacers and gutter brackets fabricated from same metal as gutters, of size recommended by SMACNA but not less than twice the gutter thickness. Fabricate expansion joints, expansion-joint covers, and gutter accessories from same metal as gutters.
1. Expansion Joints: Butt type with cover plate.
2. Accessories: Wire ball downspout strainer, Valley baffles.
3. Gutters with Girth up to 15 to 20 Inches: Fabricate from the following materials:
   a. Aluminum .040" minimum.
4. Size: Match Existing size, profile, and color of the Phase 1 reroof area.

B. Downspouts: Fabricate **rectangular** downspouts complete with mitered elbows. Furnish with metal hangers, from same material as downspouts, and anchors.
1. Fabricated Hanger Style: SMACNA figure designation **1-35C**
2. Fabricate from the following materials:
   a. Aluminum .040" minimum
3. Size: Match Existing size, profile, and color of the Phase 1 reroof area.

2.6 COIL-COATED ALUMINUM-ZINC ALLOY COATED STEEL SHEET FINISH

A. **High-Performance Organic Coating Finish:** AA-C12C42R1x Prepare, pre-treat and apply coating to exposed metal surfaces to comply with coating and resin manufacturer's instructions.
1. Fluoropolymer 2-coat Coating System: 2-coat, thermocured system composed of specially formulated inhibitive primer and fluoropolymer color topcoat containing not less than 70% polyvinylidene fluoride resin by weight, complying with AAMA 605.2.
2. Color and Gloss: Color shall be shall be selected by Architect from full range of custom metallic colors and gloss.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates and conditions under which sheet metal flashing and trim are to be installed and verify that Work may properly commence. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.2 INSTALLATION

A. **General:** Unless otherwise indicated, install sheet metal flashing and trim to comply with performance requirements, manufacturer's installation instructions, and SMACNA's "Architectural Sheet Metal Manual." Anchor units of Work securely in place by methods indicated, providing for thermal expansion of metal units; conceal fasteners where possible, and set units true to line and level as indicated. Install Work with laps, joints, and seams that will be permanently watertight and weatherproof.

B. **Install exposed sheet metal Work** that is without excessive oil canning, buckling, and tool marks and that is true to line and levels indicated, with exposed edges folded back to form hems. Install sheet metal flashing and trim to fit substrates and to result in waterproof and weather-resistant performance. Verify shapes and dimensions of surfaces to be covered before fabricating sheet metal.

C. **Roof Edge and Parapet Cap Flashings:** Secure flashing sat roof edges according to meet all wind load conditions. All roof edge and parapet cap flashing corners shall welded, mitered and ground smooth prior to finishing.

D. **Expansion Provisions:** In gutters, space expansion joints as indicated, or if not indicated place as required to provide for two downspouts to be located in any gutter run between expansion joints, with no joints allowed within 24 inches of corners. Fabricate expansion joints in gutters with end caps on both gutter runs, separate gutter runs by 1", cover face of joint with a six inch exposed joint cover, and cap the joint with an exposed cover plate.
   1. Lapped or bayonet-type expansion joints are not permitted.

E. **Sealed Joints:** Form nonexpansion, but movable, joints in metal to accommodate elastomeric sealant to comply with SMACNA standards and as follows:
   1. Fabricate sealed joints in prefinished sheet metal with butt joints and concealed splice plates. Install silicone elastomeric sealant between exposed metal work and splice plates, and rivet one side of fabricated unit to splice plate for strength.
      a. Do not use lapped or bayonet-type (nested) joints for sheet metal fabrications.
   2. Fabricate concealed splice plates of specific size and profile to maintain lines and form of fabricated work.
   3. Provide a 1/8" gap between fabricated units at butt joints.

F. **Separations:** Separate metal from non-compatible metal or corrosive substrates by coating concealed surfaces, at locations of contact, with asphalt mastic or other permanent separation as recommended by manufacturer.

G. **Install reglets** to receive counterflashing according to the following requirements:
   1. Where reglets are shown in masonry, furnish reglets for installation under Division 4 Section "Unit Masonry."

H. **Counterflashings:** Coordinate installation of counterflashings with installation of assemblies to be protected by counterflashing. Install counterflashings in reglets or receivers. Secure in a waterproof manner by means of snap-in installation and sealant, lead wedges and sealant, interlocking folded seam, or blind rivets and sealant. Lap counterflashing joints a minimum of 2 inches and bed with sealant.

I. **Roof-Drainage System:** Install drainage items fabricated from sheet metal, with straps, adhesives, and anchors recommended by SMACNA's Manual or the item manufacturer, to drain roof in the most efficient manner. Coordinate roof-drain flashing installation with roof-drainage system installation. Coordinate flashing and sheet metal items for steep-sloped roofs with roofing installation.

J. **Roof-Penetration Flashing:** Coordinate roof-penetration flashing installation with roofing and installation of items penetrating roof. Install flashing as follows:
   1. Turn lead flashing down inside vent piping, being careful not to block vent piping with flashing.

2. Seal and clamp flashing to pipes penetrating roof, other than lead flashing on vent piping.

3.3 ROOF DRAINAGE SYSTEM INSTALLATION

A. General: Install sheet metal roof drainage items to produce complete roof drainage system according to SMACNA recommendations and as indicated. Coordinate installation of roof perimeter flashing with installation of roof drainage system. Sizes, profiles, and color to match that installed during phase I construction.

B. Hanging Gutters: Join sections with riveted or with lapped joints sealed with sealant. Provide for thermal expansion. Attach gutters at eave or fascia to firmly anchored **straps** spaced not more than 36 inches apart. Provide end closures and seal watertight with sealant. Slope to downspouts.
   1. Fasten gutter spacers to front and back of gutter.
   2. Anchor back of gutter that extends onto roof deck with cleats spaced not more than **24 inches** apart.
   3. Install gutter with expansion joints at locations indicated, but not exceeding, **50 feet** apart. Install expansion-joint caps.

C. Downspouts: Join sections with 1-1/2-inch telescoping joints.
   1. Provide hangers with fasteners designed to hold downspouts securely to walls. Locate hangers at top and bottom and at approximately 60 inches o.c. in between.
   2. Provide elbows at base of downspout to direct water into existing underground drainage systems.

D. Splash Pans: Concrete splash blocks furnished by the Prime Contractor where no connection to the existing underground system is available.

E. Expansion-Joint Covers: Install expansion-joint covers at locations and of configuration indicated. Lap joints a minimum of 4 inches in direction of water flow.

3.4 CLEANING AND PROTECTION

A. Clean exposed metal surfaces, removing substances that might cause corrosion of metal or deterioration of finishes.
   1. Provide final protection and maintain conditions that ensure sheet metal flashing and trim Work during construction is without damage or deterioration other than natural weathering at the time of Final Acceptance.

END OF SECTION 07 62 00

SECTION 07 92 00 - JOINT SEALANTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary General Conditions and Division 01 Specification sections, apply to work of this section.

1.2 SUMMARY

A. This Section includes joint sealants for the following locations:
B. Exterior joints in vertical surfaces and non-traffic horizontal surfaces as indicated below.
   1. Control and expansion joints in unit masonry.
   2. Between all dissimilar materials unless otherwise shown.
   3. Other locations as required to keep the building watertight.
   4. Other joints as indicated.

1.3 RELATED SECTIONS

A. The following Sections contain requirements that relate to this Section:.
   1. Division 07 Section "Sheet Metal Flashing and Trim" for sealing joints related to flashing and sheet metal for roofing.

1.4 SYSTEM PERFORMANCES

A. Provide joint sealants that have been produced and installed to establish and maintain watertight and airtight continuous seals.
B. **Fire-Rated Sealants:** Provide joint sealants for fire-rated joints as required which are produce specifically for fire-rated joints and assemblies, bearing U.L. labels and suitable for use in joint designs indicated or required.

1.5 SUBMITTALS

A. **Product Data:** From manufacturers for each joint sealer product required, including instructions for joint preparation and joint sealer application.
B. **Samples:** For verification purposes of each type and color of joint sealer required. Install joint sealer samples in ½ inch wide joints formed between two 6 inch long strips of material matching the appearance of exposed surfaces adjacent to joint sealants.
C. **Certificates:** From manufacturers of joint sealants attesting that their products comply with specification requirements and are suitable for the use indicated.

1.6 QUALITY ASSURANCE

A. **Installer Qualifications:** Engage an Installer who has successfully completed within the last 3 years at least 3 joint sealer applications similar in type and size to that of this Project.

B. **Single Source Responsibility for Joint Sealer Materials:** Obtain joint sealer materials from a single manufacturer for each different product required.

C. **Product Testing:** Provide comprehensive test data for each type of joint sealer based on tests conducted by a qualified independent testing laboratory on current product formulations within a 24-month period preceding date of Contractor's submittal of test results to Architect.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Deliver materials to Project site in original unopened containers or bundles with labels informing about manufacturer, product name and designation, color, expiration period for use, pot life, curing time, and mixing instructions for multicomponent materials.

B. Store and handle materials in compliance with manufacturers' recommendations to prevent their deterioration or damage due to moisture, high or low temperatures, contaminants, or other causes.

1.8 PROJECT CONDITIONS

A. **Environmental Conditions:** Do not proceed with installation of joint sealants under the following conditions:
   1. When ambient and substrate temperature conditions are outside the limits permitted by joint sealer manufacturer or below 40 deg F.
   2. When joint substrates are wet due to rain, frost, condensation or other causes.
   3. When conditions are such that wind borne dust, dirt and other debris will contaminate the sealants before they are set and capable of resisting such contamination, unless specific and successful measures can be taken to prohibit such contamination.

B. **Joint Width Conditions:** Do not proceed with installation of joint sealants where joint widths are less than allowed by joint sealer manufacturer for application indicated.

C. **Joint Substrate Conditions:** Do not proceed with installation of joint sealants until contaminants capable of interfering with their adhesion are removed from joint substrates.

D. **General Warranty:** The warranties specified in this Article shall not deprive the Owner of other rights the Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by the Contractor under requirements of the Contract Documents.

E. **Special Installer's Warranty:** Submit a written, non-prorated full warranty, countersigned by the Contractor and the elastomeric sealant Installer agreeing to promptly repair and replace those that leak do not otherwise comply with performance and other requirements specified in this section for the following warranty period:
   1. Warranty Period: Two (2) years from date of Final Acceptance.

F. **Special Manufacturer's Warranty:** Submit a written, non-prorated full warranty, signed by the elastomeric sealant manufacturer agreeing to promptly furnish joint sealants to repair and replace those that leak do not otherwise comply with performance and other requirements specified in this section for the following warranty period:
   1. Warranty Period: Ten (10) years from date of Final Acceptance.

PART 2 - PRODUCTS

2.1 MATERIALS, GENERAL

A. **Compatibility:** Provide joint sealants, joint fillers and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by sealant manufacturer based on testing and field experience.

B. **Colors:** Provide color of exposed joint sealants as selected by Architect from manufacturer's standard colors.

2.2 ELASTOMERIC JOINT SEALANTS

A. **Elastomeric Sealant Standard:** Provide manufacturer's standard chemically curing, elastomeric sealant of base polymer indicated which complies with ASTM C 920 requirements, including those referenced for Type, Grade, Class, and Uses.

B. **Multi-Part Nonsag Urethane Sealant for Use NT:** Type M, Grade NS, Class 25, and complying with the following requirements for Uses:
   1. Uses NT, M, A, and as applicable to joint substrates indicated.
      a. Provide as the general building sealant for all exterior and interior vertical and non-traffic horizontal joints, unless otherwise indicated.
   2. Products: Subject to compliance with requirements, provide one of the following:
      a. Chem-Calk 500; Bostik Construction Products Div.
      b. Vulkem 922; Mameco International, Inc.
      c. Dualthane; W.R. Meadows, Inc.
      d. Dynatrol II; Pecora Corp.
      e. Permapol RC-2; Products Research and Chemical Corp.
      f. Sikaflex-2c NS; Sika Corp.
      g. Sonolastic NP-2; Sonneborn Building Products Div., Rexnord Chemical Products Inc.
      h. Dymeric; Tremco Inc.

C. **One-Part Nonsag Urethane Sealant for Use T:** Type S, Grade NS, Class 25, and complying with the following requirements for Uses:
   1. Uses T, NT, M, G, A, and, as applicable to joint substrates indicated.
      a. Provide for exterior concrete paving joints, and for exposed interior concrete slab joints, subject to foot or vehicular traffic; and equipment and isolation joints.
   2. Products: Subject to compliance with requirements, provide one of the following:
      a. Chem-Calk 900; Bostik Construction Products Div.
      b. Permapal RC-1; Products Research and Chemical Corp.
      c. Sikaflex-1a; Sika Corp.
      d. Sikaflex-15LM; Sika Corp.

D. **One-Part Pourable Urethane Sealant for Use T:** Type S, Grade P, Class 25, and complying with the following requirements for Uses:
   1. Uses T, M, A, and, as applicable to joint substrates indicated.
      a. Provide for interior concrete slab joints to receive floor finishes.
   2. Products: Subject to compliance with requirements, provide one of the following:
      a. Chem-Calk 950; Bostik Construction Products Div.
      b. Vulkem 45; Mameco International, Inc.
      c. NR-201 Urexpan; Pecora Corp.
      d. Sonolastic SL-1; Sonneborn Building Products Div., Rexnord Chemical Products Inc.

E. **One-Part Nonacid-Curing Silicone Sealant:** Type S, Grade NS, Class 25, and complying with the following requirements for Uses and additional joint movement capability:
   1. Uses NT, G, A, and, as applicable to joint substrates indicated.
      a. Additional capability, when tested for adhesion and cohesion under maximum cyclic movement per ASTM C 719, to withstand the following percentage changes in joint width as measured at time of application and remain in compliance with other requirements of ASTM C 920 for Uses indicated:
      b. 50% movement in both extension and compression for a total of 100% movement.
      c. Provide for flashing and sheet metal joints as required, and elsewhere as indicated.
   2. Products: Subject to compliance with requirements, provide one of the following:
      a. Chem-Calk N-Cure 2000; Bostik Construction Products Div.
      b. Dow Corning 790; Dow Corning Corp.
      c. Siliglaze N SCS 2501; General Electric Co.
      d. Silipruf SCS 2000; General Electric Co.

e. 864; Pecora Corp.
f. Rhodorsil 5C; Rhone-Poulenc Inc.
g. Spectrum 1; Tremco Inc.
h. Spectrum 2; Tremco Inc.

2.3 JOINT SEALANT BACKING

A. **General:** Provide sealant backings of material and type which are nonstaining; are compatible with joint substrates, sealants, primers and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.
B. **Sealant Backer Rod:** Provide compressible rod stock of polyethylene foam, polyurethane foam, polyethylene jacketed polyurethane foam, butyl rubber foam, neoprene foam or other flexible, permanent, durable nonabsorptive material as recommended by sealant manufacturer for back-up of and compatibility with sealant. Where used with hot-applied sealant, provide heat-resistant type which will not be deteriorated by sealant application temperature as indicated.
C. **Bond Breaker Tape:** Provide polyethylene tape or other plastic tape as recommended by sealant manufacturer, to be applied to sealant-contact surfaces where bond to substrate or joint filler must be avoided for proper performance of sealant. Provide self-adhesive tape where applicable.

2.4 MISCELLANEOUS MATERIALS

A. **Joint Primer/Sealer:** Provide type of joint primer/sealer recommended by sealant manufacturer for joint surfaces to be primed or sealed.
B. **Cleaners for Nonporous Surfaces:** Provide nonstaining, chemical cleaners of type which are acceptable to manufacturers of sealants and sealant backing materials, which are not harmful to substrates and adjacent nonporous materials, and which do not leave oily residues or otherwise have a detrimental effect on sealant adhesion or in-service performance.
C. **Masking Tape:** Provide nonstaining, nonabsorbent type compatible with joint sealants and to surfaces adjacent to joints.

2.5 JOINT FILLERS FOR CONCRETE PAVING

A. **General:** Provide joint fillers of thickness and widths indicated.
B. **Bituminous and Fiber Joint Filler:** Provide resilient and non-extruding type premolded bituminous-impregnated fiberboard units complying with ASTM D 1751; FS HH-F-341, Type I; or AASHTO M 213.
   1. Where joints are to receive sealant, provide joint fillers with removable plastic top strips.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for compliance with requirements for joint configuration, installation tolerances and other conditions affecting joint sealer performance. Do not proceed with installation of joint sealants until unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. **Surface Cleaning of Joints:** Clean out joints immediately before installing joint sealants to comply with recommendations of joint sealer manufacturers and the following requirements:
   1. Remove all foreign material from joint substrates which could interfere with adhesion of joint sealer, including dust; paints, except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer; old joint sealants; oil; grease; waterproofing; water repellants; water; surface dirt; and frost.
   2. Clean concrete, masonry, unglazed surfaces of ceramic tile and similar porous joint substrate surfaces, by brushing, grinding, blast cleaning, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining from above cleaning operations by vacuuming or blowing out joints with oil-free compressed air.
   3. Remove laitance and form release agents from concrete.
   4. Clean metal, glass, porcelain enamel, glazed surfaces of ceramic tile; and other nonporous surfaces by chemical cleaners or other means which are not harmful to substrates or leave residues capable of interfering with adhesion of joint sealants.

B. **Joint Priming:** Prime joint substrates where indicated or where recommended by joint sealer manufacturer based on preconstruction joint sealer-substrate tests or prior experience. Apply primer to comply with joint sealer manufacturer's recommendations. Confine primers to areas of joint sealer bond, do not allow spillage or migration onto adjoining surfaces.

C. **Masking Tape:** Use masking tape where required to prevent contact of sealant with adjoining surfaces which otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.3 INSTALLATION OF JOINT SEALANTS

A. **General:** Comply with joint sealant manufacturer's printed installation instructions applicable to products and applications indicated, except where more stringent requirements apply.

B. **Elastomeric Sealant Installation Standard:** Comply with recommendations of ASTM C 962 for use of joint sealants as applicable to materials, applications and conditions indicated.

C. **Installation of Sealant Backings:** Install sealant backings to comply with the following requirements:
   1. Install joint fillers of type indicated to provide support of sealants during application and at position required to produce the cross- sectional shapes and depths of installed sealants relative to joint widths which allow optimum sealant movement capability.
      a. Do not leave gaps between ends of joint fillers. Bond ends of gaskets together with adhesive of "weld" by other means as recommended by manufacturer to ensure continuous watertight and airtight performance. Miter-cut and bond ends at corners unless molded corner units are provided.
      b. Do not stretch, twist, puncture, or tear joint fillers.
      c. Remove absorbent joint fillers which have become wet prior to sealant application and replace with dry material.
   2. Install bond breaker tape between sealants and joint fillers, compression seals, or back of joints where adhesion of sealant to surfaces at back of joints would result in sealant failure.
   3. Install compressible seals serving as sealant backings to comply with requirements indicated above for joint fillers.

D. **Installation of Sealants:** Install sealants by techniques, that result in sealants directly contacting and fully wetting joint substrates, completely filling recesses provided for each joint configuration, and providing uniform cross-sectional shapes and depths relative to joint widths which allow optimum sealant movement capability.
   1. For sidewalks, pavements and similar joints sealed with elastomeric sealants and subject to traffic and other abrasion and indentation exposures, fill joints to a depth equal to 75% of joint width, but neither more than 5/8" deep nor less than 3/8" deep.
   2. For normal moving joints sealed with elastomeric sealants but not subject to traffic, fill joints to a depth equal to 50% of joint width, but neither more than ½" deep nor less than 1/4" deep.

3. Install fire-rated sealants or sealants used in fire-rated joints or assemblies in a accordance with manufacturer's recommendations and as acceptable to Code authorities to achieve the required rating.

E. **Tooling of Non-sag Sealants:** Immediately after sealant application and prior to time skinning or curing begins, tool sealants to form smooth, uniform beads of configuration indicated, to eliminate air pockets, and to ensure contact and adhesion of sealant with sides of joint. Remove excess sealants from surfaces adjacent to joint. Do not use tooling agents which discolor sealants or adjacent surfaces or are not approved by sealant manufacturer.

1. Provide concave joint configurations per Figure 6A in ASTM C 962, unless otherwise indicated.

3.4 CLEANING

A. Clean off excess sealants or sealant smears adjacent to joints as work progresses by methods and with cleaning materials approved by manufacturers of joint sealants and of products in which joints occur.

3.5 PROTECTION

A. Protect joint sealants during and after curing period from contact with contaminating substances or from damage resulting from construction operations or other causes so that they are without deterioration or damage at time of Final Acceptance. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately and reseal joints with new materials to produce joint sealer installations with repaired areas indistinguishable from original work.

END OF SECTION 07 92 00