

# **HISTORIC SOUTHSIDE EDUCATION CENTER ANNEX ROOF REPLACEMENT PROJECT**

**FOR  
DINWIDDIE COUNTY PUBLIC SCHOOLS  
DINWIDDIE, VIRGINIA**

**Bid # IFB # 26-051526**

## **PROJECT MANUAL AND SPECIFICATIONS CONSTRUCTION DOCUMENTS**

### **R R M M Architects**

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**architecture · planning · interiors**

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**Roof Consulting Services, Inc. – Roof Consultants**

**Comm. No. 25114-01**

**May 15, 2026**

PROJECT MANUAL  
INCLUDING SPECIFICATIONS  
FOR CONSTRUCTION OF

HISTORIC SOUTHSIDE EDUCATION CENTER ANNEX  
DINWIDDIE EDUCATION ANNEX FACILITY ROOF REPLACEMENT PROJECT  
DINWIDDIE COUNTY PUBLIC SCHOOLS  
12318 BOYDTON PLANK ROAD  
DINWIDDIE, VIRGINIA 23841

Bid # IFB # 26-051526

COMM. NO. 25114-01

PREPARED BY

RRMM ARCHITECTS  
ARCHITECTURE / PLANNING / INTERIORS  
RICHMOND, VIRGINIA

ROOF CONSULTING SERVICES, INC.

DATE OF ISSUANCE:

May 15, 2026

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**SECTION 00 00 03 - PROJECT DIRECTORY**

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ROOF REPLACEMENT PROJECT**

**RRMM PROJECT No. 25114-01**

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## 1.0 PURPOSE

Dinwiddie County School Board (DCPS) is issuing this Invitation for Bid seeking qualified bidders to furnish all labor, materials and equipment required to perform work in accordance with this Invitation for Bid (IFB) inclusive of the Technical Specifications and Construction Drawings (Attachment F).

## 2.0 PRE-BID CONFERENCE

**A Mandatory Pre-Bid site visit will be held at 10:00 a.m. on Thursday, May 21<sup>st</sup> 2026.**

Interested parties are to assemble in the circle/loop located in front of the Annex. Attendees requiring special services are asked to provide their requirements to Jenna Athey, in writing, by **4:00 p.m., Tuesday, May 19<sup>th</sup>, 2026**, to allow time to make the necessary arrangements. Only vendors represented at the mandatory pre-bid meeting shall be eligible to submit a bid in response to this IFB. Failure to attend the mandatory pre-bid meeting will result in disqualification of the bid submission.

The purpose of these site visits is to discuss any details of the projects not adequately covered within the specifications and drawings; allow interested parties a period of site/building investigation and access; and to review the normal flow of activities of the facility. There will be no other access to the school site without the consent of Matt Hawkins, Director of School Facility Operations.

Please refer to the IFB cover page for the location/address of the school.

## 3.0 BIDDER QUALIFICATIONS:

- All Bidders must have a Class “A” contractor’s license. (Include Copy)
- Contractor must exhibit five (5) years of experience with projects of a similar scope and size.
- Contractor shall perform and/or supervise all work required within the construction documents.
- Three (3) verifiable references.
- Permits and Licenses will be required with associated costs borne by the Contractor.

## 4.0 SCOPE OF WORK:

The proposed scope of work for this project is outlined in the posted bid documents inclusive of Invitation for Bid (IFB # 26-051526), Technical Specifications and Construction Drawings (Attachment F).

## 5.0 DELIVERY INSTRUCTIONS

Sealed Bids are due by **2:00 p.m. on Wednesday, June 10<sup>th</sup> 2026.**



- Substantial Completion achieved by 60 calendar days after NTP

## 7.0 SUPPLEMENTARY TERMS AND CONDITIONS

### **ANNOUNCEMENT OF AWARD:**

Award will be made to the lowest responsible and responsive bidder. Upon the award or the announcement of the decision to award the Finance Department will inform, in writing, all the bidder(s) who submitted quotes, of the decision.

### **ANTI-DISCRIMINATION:**

Dinwiddie County School Board does not discriminate against faith-based organizations. By submitting their bids, bidders certify to DCSB that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act and *Section § 2.2-4311 of the Code of Virginia, Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Section § 2.2-4343.1E of the Code of Virginia, VPPA*).

A. In every contract over \$10,000 the provisions in 1 and 2 below apply:

1. During the performance of this contract, the contractor agrees as follows:
  - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, status as a service-disabled veteran, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
  - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of #1. Above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor, if subcontractors are allowed. *This project cannot be performed by subcontractors.*

**ANTITRUST:**

By entering into a contract, the contractor conveys, sells, assigns, and transfers to Dinwiddie County School Board all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and Dinwiddie County School Board, relating to the particular goods or services purchased or acquired by Dinwiddie County School Board under said contract.

**APPLICABLE LAWS:**

This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of Dinwiddie County, Virginia. The School Board and the contractor/vendor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Section § 2.2-4366 of the Code of Virginia*). The Contractor/Vendor shall comply with all applicable federal, state and local laws, rules and regulations.

**AUDIT:**

The Contractor/Vendor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by Dinwiddie County School Board, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

**AVAILABILITY OF FUNDS:**

It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement. The agreement will be contingent upon annual appropriations by the Dinwiddie County School Board. Failure of the Dinwiddie County School Board to appropriate adequate funds for the terms of this contract shall result in the immediate cancellation of this contract. There shall be no penalty should the Board fail to make annual appropriations for this contract.

**BID ACCEPTANCE PERIOD:**

Any bid in response to this solicitation shall be valid for (60) days. At the end of the (60) days, the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

**CHANGES TO THE CONTRACT:**

Changes can be made to the contract in any of the following ways:

- A. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
  
- B. Dinwiddie County School Board may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give Dinwiddie County School Board a credit for any savings. Said compensation shall be determined by one of the following methods:
  - 1. By mutual agreement between the parties in writing; or
  - 2. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to Dinwiddie County School Board right to audit the contractor's records and/or to determine the correct number of units independently.

**CLARIFICATION OF TERMS:**

If any prospective bidder has questions or is in doubt as to the true meaning of any part of the plans, specifications or other solicitation documents for this project, the prospective bidder should submit a written request via the Pre-Bid Question Form (see Attachment E) for an interpretation to **Jenna Athey, Purchasing Agent** at [jathey@dcpsnet.org](mailto:jathey@dcpsnet.org), by email no later than **Friday, May 29, 2026 by 4:00 p.m.** Any revisions to the solicitation will be made only by addendum and issued by the buyer.

Contact initiated by a bidder concerning this solicitation with any other School Board and/or school administration representative, not expressly authorized elsewhere in this document, is prohibited. Any such unauthorized contact may result in disqualification of the bidder/offeror from this transaction.

**COPYRIGHTS/PATENTS, ETC.:**

The Contractor/Vendor guarantees to hold Dinwiddie County School Board, its agents, officers or employees, harmless from liability of any nature or kind, for use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, or which the Contractor/Vendor is not the patentee, assignee or licensee.

**DEFAULT:**

In the event of default/failure by the Contractor/Vendor, to deliver goods or services in accordance with the contract terms and conditions, Dinwiddie County School Board, after due oral or written notice, may procure the commodities and/or services from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which Dinwiddie County School Board may have. If, however, the Contractor/Vendor is in default for not providing specified commodities and public necessity requires use of commodities not conforming to the specifications, they may be accepted, at DCSB's option, and payment therefore shall be made at a proper reduction in price.

**DELIVERY DATE (S):**

The time of proposed delivery/completion must be stated in definite terms. If delivery for different commodities varies, the Bidder/Offeror shall so state. Length of time for delivery/completion as well as price may be considered in awarding of the solicitation.

**DISCOUNTS:**

Cash discounts may be offered by Bidder/Offeror for prompt payment of bills, but such discount will not be taken into consideration in determining the low bidder but will be taken into consideration in awarding tie quotations. The discount period will be computed from the date delivery at destination is accepted by School Board and/or completion is accepted by School Board or from date correct invoice is received by School Board, whichever is the later date.

**DRUG & ALCOHOL-FREE WORKPLACE:**

During the performance of this contract, the contractor agrees to (i) provide a drug & alcohol-free workplace for the Contractor's/Vendor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance, marijuana or alcohol is prohibited in the Contractor's/Vendor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor/Vendor that the Contractor/Vendor maintains a drug & alcohol-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug & alcohol-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a Contractor/Vendor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract. (*Code of Virginia § 2.2-4312*).

**DUE DATE:**

Bids/Proposals and amendments thereto, or withdrawal of bids/proposals submitted, if received by Dinwiddie County School Board after the due date specified, may not be considered. It will be the responsibility of the Bidder/Offeror to see that his/her bid/proposal is in the Procurement Office by the specified due date and time.

**EQUIPMENT/PRODUCTS:**

Any equipment/products delivered must be standard new equipment/products of the latest model, except as otherwise specifically stated in quotation. Where any part or nominal appurtenances of equipment/product is not described, it shall be

understood that all equipment/products and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.

**ETHICS IN PUBLIC CONTRACTING:**

By submitting their bid or proposal, Bidders/Offerors certify that their bid or proposal is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidders/Offerors, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

The Bidder/Offeror shall identify any actual or potential conflicts of interest that exist, or which may arise if the Bidder/Offeror is recommended for award, and propose how such conflicts might be resolved.

By his/her signature on the bid/proposal documents submitted, each Bidder/Offeror attests that his/her agents and/or employees, to the best of his/her knowledge and belief, have not in any way colluded with anyone for and on behalf of the Bidder/Offeror, or themselves, to obtain information that would give the Bidder/Offeror an unfair advantage over others, nor has he/she colluded with anyone for and on behalf of the Bidder/Offeror, or itself, to gain any favoritism in the award of this solicitation.

**IMMIGRATION REFORM AND CONTROL ACT OF 1986:**

By submitting their Bids/Proposals, bidders/offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

**INSURANCE:**

By signing and submitting a bid/proposal under this solicitation, the Bidder/Offeror certifies that if awarded the contract, it will have appropriate insurance coverage at the time the contract is awarded in accordance with the contract documents. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The Bidder/Offeror further certifies that the contractor and any subcontractors will maintain this insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

**MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:**

- A. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the School Board of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
- B. Employer's Liability - \$100,000.
- C. Commercial General Liability - \$2,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The School Board of Dinwiddie must be named as Certificate Holder and The School Board of Dinwiddie elected and appointed officials, officers, consultants, agents and employees, and affiliate or subsidiary boards are additional insured must be listed as additional insured and so endorsed on the policy.
- D. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)
- E. Professional Liability - \$1,000,000 per occurrence
- F. Umbrella Liability - \$1,000,000 per occurrence

**NONDISCRIMINATION OF CONTRACTORS:**

A Bidder/Offeror shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, status as a service disable veteran, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

**LIQUIDATED DAMAGES:**

The Contractor acknowledges that time is of the essence for completion of the Work under this Invitation for Bids (IFB). The Contractor shall substantially complete all Work within the time specified in the Contract Documents, including any approved extensions of time granted by the Owner.

If the Contractor fails to achieve Substantial Completion within the required contract time, the Contractor shall pay the Owner liquidated damages in the amount of **\$500.00 per calendar day** for each consecutive calendar day beyond the required completion date until Substantial Completion is achieved.

The parties agree that:

- The actual damages the Owner would sustain due to delayed completion would be difficult to accurately determine;
- The liquidated damages amount stated herein is a reasonable estimate of the damages likely to be incurred and is not intended as a penalty; and
- Liquidated damages may be deducted from any monies due or that become due to the Contractor.

Liquidated damages shall not apply to delays caused by events beyond the Contractor's control, provided such delays are properly documented and approved in writing by the Owner through a formal time extension.

The assessment of liquidated damages shall not preclude the Owner from exercising any other rights or remedies available under the Contract Documents or applicable law.

**OWNERSHIP OF DOCUMENTS:**

- A. All finished or unfinished information or materials, documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by or for the Contractor/Vendor under any resultant contract shall, at the option of Dinwiddie County School Board, become Dinwiddie County School Board property and shall be delivered to and remain the property of Dinwiddie County School Board upon completion of the work or termination of the Contract. Dinwiddie County School Board shall have the right to use and reproduce the data and reports submitted hereunder, without additional compensation to the Vendor.
- B. Any documents or other materials provided to the Contractor/Vendor by Dinwiddie County School Board shall be returned to Dinwiddie County School

Board upon delivery of the final products and/or services. Any art work, negatives, proofs, or other materials produced by the Contractor/Vendor in order to supply the products or services contracted for shall become the property of Dinwiddie County School Board and shall be sent to Dinwiddie County School Board upon delivery of the final products and/or services unless otherwise requested by Dinwiddie County School Board. Failure to deliver the art work, negatives, proofs, or materials shall be cause for withholding any payments due.

**PAYMENT:**

**To Prime Contractor:**

- a. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations). A completed W-9 Form shall be submitted as well.
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- d. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, Dinwiddie County School Board shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve Dinwiddie County School Board of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363).

**To Subcontractor(s):**

- a. Within seven (7) days of the Contractor's receipt of payment from Dinwiddie County School Board for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract a Contractor awarded a contract under this solicitation is hereby obligated:
  1. To pay the subcontractor(s); or
  2. To notify the School Board and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.
- b. The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from Dinwiddie County School Board, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of Dinwiddie County School Board.

**PREPARATION AND SUBMISSION OF BIDS/PROPOSALS:**

All bids/proposals must be submitted in accordance with the Bid Form (see Attachment G) enclosed. If more space is required to furnish a description of the commodities and/or services offered or delivery terms, the bidder/offeror may attach a letter which will be made a part of the bid/proposal. Verbal quotations will not be accepted.

All prices and notations must be in ink or typewritten. No erasures permitted. Mistakes may be crossed out and corrections made in ink adjacent and must be initialed in ink by the person signing the bid/proposal. Bids/Proposals must show total base bid amount as indicated on the Bid Form (Attachment G). In case of error in the extension of prices, the unit price shall govern.

Bids/Proposals must give the full business address of the Bidder/Offeror and be signed by him/her with his/her usual signature. Bids/Proposals by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or any authorized representative,

followed by the designation of the person signing. Bids/Proposals by corporations must be signed with the legal name of the corporation followed by the name of the State in which it is incorporated and by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. A bid/proposal by a person, who affixes to the signature the word "President," "Secretary," "Agent" or other designation without disclosing the principal, may be held to be the bidder/offeror of the individual signing. When requested by Dinwiddie County School Board, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.

Verify your bids/proposals before submission as they cannot be withdrawn or corrected until after the due date.

Dinwiddie County School Board reserves the right to waive any informality in bids/proposals. Bids/Proposals making exceptions to terms and conditions included in this invitation may be considered, but preference may be given to those who do not make such exceptions.

**PROPRIETARY INFORMATION:**

Trade secrets or proprietary information submitted for a procurement transaction shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the bidder or offeror must invoke the protection of *Code of Virginia*, § 2.2-4342F, in writing, prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary. The classification of an entire bid or proposal document, line-item prices and/or total bid or proposal prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the bidder or offeror refuses to withdraw an entire classification designation, the bid will be considered nonresponsive or the proposal will be rejected. Failure to comply with these steps shall result in loss of the Bidder's/Offeror's FOIA exemption.

Agencies and institutions shall not release any information that a bidder/offeror has claimed to be a trade secret or proprietary information, unless ordered to do so by a court of competent jurisdiction. If a party seeking information disagrees with the designation of it as proprietary or a trade secret, upon concurrence of the agency's attorney advisor, the party seeking the information may be advised that they will have to obtain a court order and request to be named as a defendant in the suit involving the bidder, offeror, or contractor which designated the information as proprietary as well as the agency or institution.

**QUALIFICATIONS OF BIDDERS:**

Dinwiddie County School Board may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder/offeror to perform the services/furnish the goods and the bidder/offeror shall furnish to Dinwiddie County School Board all such information and data for this purpose as may be requested. Dinwiddie County School Board reserves the right to inspect bidder's/offeror's physical facilities prior to award to satisfy questions regarding the bidder's/offeror's capabilities. Dinwiddie County School Board further reserves the right to reject any bid/proposal if the evidence submitted by, or investigations of, such bidder/offeror fails to satisfy Dinwiddie County School Board that such bidder/offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

**RECEIPT AND OPENING OF BIDS:**

- A. It is the responsibility of the Bidder/Offeror to assure that his/her bid/offeror is delivered to the place designated for receipt of bids/proposals and prior to the time set for receipt of bids/proposals. Bids/Proposals received after the time designated for receipt of bids/proposals will not be considered.
- B. In the event Dinwiddie School Board Office is closed due to inclement weather and/or emergency situations prior to or at the time set aside for the receipts of bid/proposals the receipt of bids/proposals will default to the next open business day at the same time.
- C. The provisions of § 2.2-4342 of the Code of Virginia, as amended, shall be applicable to the inspection of Bids/Proposals received.
- D. Acceptance of a bid/proposal by the School Board is not an order to ship or to begin work. Each bid/proposal is received with the understanding that the acceptance in writing by the School Board of the offer to furnish any or all of the commodities and/or services described therein, shall constitute a contract between the Bidder/Offeror and the School Board, which shall bind the Bidder/Offeror on his part to furnish and deliver the items/services quoted at the prices stated and in accordance with the conditions of said accepted bid/proposal; and the School Board on its part to order from such Bidder/Offeror, if funding is appropriated, except for causes beyond reasonable control; and to pay for, at the agreed prices, all items/services specified, ordered, and delivered.

**SAMPLES:**

Samples, when requested, must be furnished free of expense, and if not destroyed will, upon request, be returned at the Bidder's/Offeror's risk and expense.

**STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:**

In order to contract with Dinwiddie County School Board, Contractors/Vendors organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so, required by *Code of Virginia, Title 13.1 or Title 50* or as otherwise required by law. Pursuant to competitive sealed proposal or competitive negotiation, a Bidder/Offeror organized or authorized to transact business in the Commonwealth pursuant to *Title 13.1 or Title 50* shall include in its bid/proposal the identification number issued to it by the State Corporation Commission. Any Bidder/Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under *Title 13.1 or Title 50* or as otherwise required by law shall include in its bid/proposal a statement describing why the Bidder/Offeror is not required to be so authorized. Any Bidder/Offeror that fails to provide the required information shall not be awarded a contract unless a waiver of this requirement is granted by the Purchasing Agent. Any business entity as described above that enters into a contract with a public body pursuant to § 2.2-4311.2 of the *Code of Virginia* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or cancelled at any time during the contract. Dinwiddie County School Board may void any contract with a business entity if that entity fails to remain in compliance with the provisions of this section.

**SUBSTITUTIONS:**

Unless qualified by the provision "NO SUBSTITUTE", the use of the name of a manufacturer, brand, make or catalog designation in specifying an item does not restrict Bidders to the manufacturer, brand, make or catalog designation identified. This is used simply to indicate the character, quality and/or performance equivalence of the commodity desired, but the commodity on which quotations are submitted must be of such character, quality and/or performance equivalence that it will serve the purpose for which it is to be used equally as well as that specified and must have an equal warranty. In submitting quotations on a commodity other than as specified, Bidder shall furnish complete data and identification with respect to the alternate commodity he/she proposes to furnish in accordance with Article 3.3 (Substitutions) of the Instructions to Bidders (AIA-A701). Consideration will be given to quotations submitted on alternate

commodities to the extent that such action is deemed to serve best the interests of the School Board. If the Bidder/Offeror does not indicate that the commodity he/she proposes to furnish is other than specified, it will be construed to mean that the Bidder/Offeror proposes to furnish the exact commodity specified in the item description.

**TAXES:**

Sales to the School Board are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. Sales tax, however, is paid by the School Board of Dinwiddie on materials and supplies that are installed by a Contractor/Vendor and become a part of real property. Contractors/Vendors are not exempt from paying taxes on these categories, as they are considered to be a cost of doing business and should be considered in pricing when preparing a bid/proposal.

**TERMINATION BY OWNER FOR CONVENIENCE:**

- A. Owner may terminate this contract at any time without cause, in whole or in part, in accordance with Article 14.4 (Termination by the Owner for Convenience) of the of the General Conditions of the Contract for Construction (AIA-A201). Upon such termination, the contractor/vendor shall immediately cease work and remove from the project site all of its labor forces and such of its materials as owner elects not to purchase or to assume in the manner hereinafter provided. Upon such termination, the contractor/vendor shall take such steps as owner may require assigning to the owner the contractor's/vendor's interest in all subcontracts and purchase orders designated by owner. After all such steps have been taken to owner's satisfaction, the contractor/vendor shall receive as full compensation for termination and assignment the following:
1. All amounts then otherwise due the contractor for work performed under the terms of this contract
  2. Amounts due for work performed subsequent to the latest Request for Payment through the date of termination
  3. Reasonable compensation for the actual cost of demobilization incurred by the contractor as a direct result of such termination. The contractor shall not be entitled to any compensation for lost profits or for any other type of contractual compensation or damage other than those provided by the preceding sentence. Upon payment of the forgoing, owner shall have no further obligations to the contractor/vendor of any nature.

- B. In no event shall termination for the convenience of the owner terminate the obligations of the contractor's surety on its payment and performance bonds.

**TESTING AND INSPECTION:**

All products and services provided shall be in compliance/accordance with all applicable federal, state and local laws and regulations. The Contractor/Vendor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the Contractor/Vendor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the School Board by any other clause of this solicitation. The School Board reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications and/or meet the needs of the School Board. The School Board's decision of approval or disapproval of a proposed product shall be final.

**WITHDRAWAL OR MODIFICATION OF BIDS:**

Bids may be withdrawn or modified by written notice received from bidders prior to the deadline fixed for proposal receipt. The withdrawal or modification may be made by the person signing the proposal or by an individual(s) who is authorized by him/her on the face of the proposal. Written modifications may be made on a separate document. Written modifications, whether the original is delivered, or transmitted by facsimile, must be signed by the person making the modification or withdrawal.

**BONDS:**

Dinwiddie County School Board intends to enter into a stipulated sum contract (Standard Form of Agreement between Owner and Contractor (AIA-A101)).

A payment and performance bond will be required for this project. The winning contractor will need to submit when notified of the award.

## 8.0 ATTACHMENTS

Attachment A - State Corporation Commission Form

Attachment B – Certification of Contractor

Attachment C – References

Attachment D – Not Used

Attachment E – Pre-Bid Question Form

Attachment F – Construction Drawings

Attachment G – Bid Form

Attachment H – Not Used

**ATTACHMENT A – VIRGINIA STATE CORPORATION COMMISSION FORM**

**Virginia State Corporation Commission (SCC) Registration Information**

The bidder:

is a corporation or other business entity with the following SCC identification number:

\_\_\_\_\_

-OR-

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust

-OR-

is an out-of-state business entity that does not regularly and continuously maintain, as part of its ordinary and customary business, any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed to assemble, maintain, and repair goods in accordance with contracts by which such goods were sold and shipped into Virginia from the bidder’s out-of-state location)

-OR-

is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned bidder’s current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia

**NOTE:** Check the box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver):

**Company name:** \_\_\_\_\_

**Authorized Representative Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**ATTACHMENT B - CERTIFICATION OF CONTRACTOR**

**Full Legal Name of Contractor:** \_\_\_\_\_

Pursuant to § 22.1-296.1 of the Code of Virginia, the undersigned hereby certifies the following:

1. The Contractor, and any individuals who will provide services under this contract, have not been convicted of:
  - o A felony; or
  - o Any offense involving the sexual molestation, physical or sexual abuse, or rape of a child.
2. The undersigned understands that making a materially false statement regarding any of the above offenses constitutes a Class 1 misdemeanor under Virginia law.

By signing below, the Contractor affirms that the information provided is true and accurate to the best of their knowledge.

**Signature of Contractor:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**ATTACHMENT C – REFERENCES**

Bidders shall provide a minimum of three (3) references for projects of similar scope, size, and requirements (equal to or greater than those specified herein) that have been satisfactorily completed. For each reference, bidders must include the dates of continuous service or contract period, project location, and the name, address, and telephone number of the project owner.

Only references for work performed within the past five (5) years shall be considered.

---

**Reference #1**

**Name of County, City, Agency, or Firm:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**Contact with Title:** \_\_\_\_\_  
**Telephone:** \_\_\_\_\_  
**Types of Services Provided:** \_\_\_\_\_  
**Contract Dates:** From \_\_\_\_\_ To \_\_\_\_\_

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**Reference #2**

**Name of County, City, Agency, or Firm:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**Contact with Title:** \_\_\_\_\_  
**Telephone:** \_\_\_\_\_  
**Types of Services Provided:** \_\_\_\_\_  
**Contract Dates:** From \_\_\_\_\_ To \_\_\_\_\_

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**Reference #3**

**Name of County, City, Agency, or Firm:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**Contact with Title:** \_\_\_\_\_  
**Telephone:** \_\_\_\_\_  
**Types of Services Provided:** \_\_\_\_\_  
**Contract Dates:** From \_\_\_\_\_ To \_\_\_\_\_

**ATTACHMENT D – NOT USED**

**ATTACHMENT E – PRE-BID QUESTION FORM**

**IFB #26- 051526 HISTORIC SOUTHSIDE ANNEX-ROOF REPLACEMENT**

*(Use a separate form for each question submitted)*

The following question concerns Drawing Sheet (No.): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The following question concerns Specifications Section (No.): \_\_\_\_\_, Page: \_\_\_\_\_, Paragraph: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*All responses to questions will be made by Addendum.*

Question submitted by:  
Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Date: \_\_\_\_\_

**Bidders shall submit this form to:**  
Name: Jenna Athey-Dinwiddie County Public Schools  
Email: [jathey@dcpsnet.org](mailto:jathey@dcpsnet.org)

**ATTACHMENT F – CONSTRUCTION DRAWINGS**

(See attached Construction Drawings dated May 15, 2026)

**ATTACHMENT G - BID FORM**

ROOF REPLACEMENT PROJECT  
HISTORIC SOUTHSIDE EDUCATION ANNEX  
12318 BOYDTON PLANK ROAD  
DINWIDDIE, VIRGINIA 23841

Submitted by:  
Name of Firm: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Contact Phone Number: \_\_\_\_\_

To: Jenna Athey, VCA  
Finance & Procurement Specialist  
Dinwiddie County Public Schools  
14016 Boydton Park Road  
Dinwiddie, Virginia 23841

In compliance with your Invitation for Bids, the undersigned bidder has carefully examined the site of the proposed work and the plans and specifications and hereby proposes to furnish all labor, materials, operational equipment and services necessary for the construction of Dinwiddie Education Annex Facility Project, IFB #26-051526, according to Contract Documents prepared by RRMM Architects, Architecture | Planning | Interiors, for the consideration of the following amounts:

1. LUMP SUM BASE BID: Roof Replacement Project, Dinwiddie Education Annex Facility, - Approximately 22,888 +/- square feet: Bidder agrees to furnish all labor, materials, and equipment, and to perform all work indicated in the Bid Documents (Summary of Work) for the lump sum price of:

\_\_\_\_\_ \$ \_\_\_\_\_  
Lump Sum Base Bid Price

(The BASE BID amount includes the OWNER’S CONTINGENCY as noted below. The Base Bid includes the removal and replacement of 500 square feet of deteriorated or damaged poured gypsum roof deck and form board, or the installation of an engineer-approved alternative repair/replacement system of equivalent structural performance and suitability.)

OWNER’S CONTINGENCY (Included in base bid price above):

Forty-five thousand and no/100 DOLLARS (\$45,000.00).

(The amount for the preceding Owner’s Contingency specified above shall be included in the BASE BID.)

The undersigned further proposes that additional or less work than required by the Contract Documents shall be computed at actual cost of labor and materials to the General Contractor, plus fifteen percent (15%) if performed by the General Contractor’s own forces and ten percent (10%) if performed by subcontractors for additional work and less zero percent (0%) for less work, to cover overhead, profit, bond, insurance and all incidental expenses. Subcontractors shall be limited to 20% to cover overhead, profit, bond, insurance and all incidental expenses.

2. UNIT PRICE BASED ALLOWANCES: Unit prices as outlined in Section 01026 shall be used in determining additions to or deductions from the lump sum bid contract amount in the event of changes due to unforeseen conditions in the work, proposals by the Contractor, or directives of the Owner.

2.1 Installed price per linear foot for treated wood nailers to replace deteriorated to be used as an add/deduct from the amount used in the lump sum bid.

a. 1" x 4" \$ \_\_\_\_\_/linear foot

b. 1" x 6" \$ \_\_\_\_\_/linear foot

c. 1" x 8" \$ \_\_\_\_\_/linear foot

d. 1" x 10" \$ \_\_\_\_\_/linear foot

e. 2" x 4" \$ \_\_\_\_\_/linear foot

f. 2" x 6" \$ \_\_\_\_\_/linear foot

g. 2" x 8" \$ \_\_\_\_\_/linear foot

h. 2" x 10" \$ \_\_\_\_\_/linear foot

i. 2" x 12" \$ \_\_\_\_\_/linear foot

2.2 Installed price per square foot for removal and replacement of deteriorated Tectum Plank Roof Deck or the installation of an engineer-approved alternative to be used as an add/deduct from lump sum base bid. 500 Square feet included in Base Bid Price.

Tectum plank roof deck/engineer-approved alternative replacement \$ \_\_\_\_\_ /per square foot

2.3 Installed price per 100 square feet for interior protection. To be used as an add to the amount used in the lump sum bid options.

Interior Protection \$ \_\_\_\_\_ /per 100 square feet

Note: All unit price work shall require photographic documentation, which shall include a date on the item photographed.

3. PROJECT SCHEDULE: All work over student occupied areas must be substantially complete no later than 60 calendar days after Notice to Proceed, and must achieve Final Completion no later than 30 days after substantial completion. Any work on these roof areas that is not 100% complete by the established deadline will have to be performed after hours or on weekends when school is not in session and at no additional cost to the Owner.

4. BID FORM ATTACHMENTS: Contractor shall attach the following documents to their proposal:

- a. A fully executed copy of Bid Form
- b. Bid Attachment A - SCC Compliance Form
- c. Bid Attachment B - Executed copy of "Direct Contact with Students" form

5. PROJECT TIMETABLE & MISCELLANEOUS

5.1 If awarded this project, Work will begin within \_\_\_\_\_ calendar days of acceptance.

5.2. If awarded this project, Work will be completed within \_\_\_\_\_ calendar days from the start of the project.

5.3 Proposed Roof System Manufacturer: \_\_\_\_\_

Note: Contractor should include the respective warranty costs in their bids

Note: The Owner reserves the right to reject bids on the basis of previous project performance."

The undersigned further agrees that this proposal may be held as binding for sixty (60) days after opening.

Receipt of Addendum No.(s) \_\_\_\_\_ is hereby acknowledged.

The undersigned is registered as a (Class 'A')(Class 'B') Contractor under Title 54, Chapter 7, Code of Virginia 1950, as amended, Registration Number \_\_\_\_\_.

The undersigned is authorized to transact business in the Commonwealth of Virginia and holds Virginia State Corporation Commission I.D. No: \_\_\_\_\_.

(If none, explain): \_\_\_\_\_  
\_\_\_\_\_

Tax ID Number: \_\_\_\_\_.

I certify this work will be 100% complete within the time frame indicated above.

Respectfully submitted,

\_\_\_\_\_  
(Name of Firm)

(Seal if Corporation)

\_\_\_\_\_  
(Street and Number)

\_\_\_\_\_  
(City, State, Zip Code)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**BID ATTACHMENT B – DIRECT CONTACT WITH STUDENTS**

**BID / PROPOSAL RESPONSE – ATTACHMENT B**

Name of Bidder/ Offeror: \_\_\_\_\_

Pursuant to the § [22.1-296.1](#) of the Code of Virginia, prior to awarding a contract for the provision of services that require the contractor, his employees (or subcontractors) to have **direct contact with students**, the school board shall require the contractor and, when relevant, any employee who will have direct contact with students, to provide certification that (i) he has not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child; and (ii) whether he has been convicted of a crime of moral turpitude.

Any person making a materially false statement regarding any such offense shall be guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services.

For the purposes of this subsection, **direct contact with students** means being in the presence of students during regular school hours or during school-sponsored activities.

**As part of this submission, I certify that the employees of, or subcontractors to, the above-mentioned contractor that will be providing services to the School Division under the resulting contract (i) will have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child; and/or (ii) whether has been convicted of a crime of moral turpitude. Furthermore, I understand that the duty to certify is ongoing and extends to future employees and employees of subcontractors for the duration of the contract.**

\_\_\_\_\_  
*Signature of Authorized Representative*

\_\_\_\_\_  
*Printed Name of Authorized Representative*

\_\_\_\_\_  
*Printed Name of Vendor (if different than Representative)*

\_\_\_\_\_  
*Date*

**PRE-BID QUESTION FORM**

(Use separate Form for each question submitted. Questions only accepted from bidding General Contractors.)

Project: HISTORIC SOUTHSIDE EDUCATION CENTER ANNEX ROOF  
REPLACEMENT PROJECT  
12318 BOYDTON PARK ROAD  
DINWIDDIE, VIRGINIA 23841

RRMM Comm. No. 25114-01

Date: \_\_\_\_\_

The following question concerns Drawing Sheet number \_\_\_\_\_:

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The following question concerns Specification Section number \_\_\_\_\_, page \_\_\_\_\_, paragraph \_\_\_\_\_:

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**All responses will be made by Addendum.**

Question submitted by: \_\_\_\_\_  
Name Organization

Mail form to: Dan Weigand  
RRMM Architects  
115 S. 15<sup>th</sup> Street, Ste, 502  
Richmond, Virginia 23219

Phone: (804) 277-8987  
Email: [dweigand@rrmm.com](mailto:dweigand@rrmm.com)

**ATTACHMENT H – NOT USED**

# AIA® Document A701® – 2018

## Instructions to Bidders

for the following Project:  
(Name, location, and detailed description)

Roof Replacement  
Historic Southside High School Education Center Annex  
12318 Boydton Plank Road  
Dinwiddie, VA

**THE OWNER:**  
(Name, legal status, address, and other information)

Dinwiddie County Public Schools  
14016 Boydton Plank Road  
P.O. Box 7  
Dinwiddie, VA 23841

**THE ARCHITECT:**  
(Name, legal status, address, and other information)

RRMM Architects  
Canal Crossing  
115 S. 15th Street, Suite 502  
Richmond, VA 23219

### TABLE OF ARTICLES

- 1 DEFINITIONS
- 2 BIDDER'S REPRESENTATIONS
- 3 BIDDING DOCUMENTS
- 4 BIDDING PROCEDURES
- 5 CONSIDERATION OF BIDS
- 6 POST-BID INFORMATION
- 7 PERFORMANCE BOND AND PAYMENT BOND
- 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

### ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes 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 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.

FEDERAL, STATE, AND LOCAL LAWS MAY IMPOSE REQUIREMENTS ON PUBLIC PROCUREMENT CONTRACTS. CONSULT LOCAL AUTHORITIES OR AN ATTORNEY TO VERIFY REQUIREMENTS APPLICABLE TO THIS PROCUREMENT BEFORE COMPLETING THIS FORM.

It is intended that AIA Document G612™-2017, Owner's Instructions to the Architect, Parts A and B will be completed prior to using this document.



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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 any other bidding forms. The Proposed Contract Documents consist of the unexecuted form of Agreement between the Owner and Contractor and that Agreement's Exhibits, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda, and all other documents enumerated in Article 8 of these Instructions.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, or in other Proposed Contract Documents apply to the Bidding Documents.

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

§ 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, to which Work may be added or deleted by 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, or that does not change, 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 By submitting a Bid, the Bidder represents that:

- .1 the Bidder has read and understands the Bidding Documents;
- .2 the Bidder understands how the Bidding Documents relate to other portions of the Project, if any, being bid concurrently or presently under construction;
- .3 the Bid complies with the Bidding Documents;
- .4 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 observations with the requirements of the Proposed Contract Documents;
- .5 the Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception; and
- .6 the Bidder has read and understands the provisions for liquidated damages, if any, set forth in the form of Agreement between the Owner and Contractor.

## ARTICLE 3 BIDDING DOCUMENTS

### § 3.1 Distribution

§ 3.1.1 Bidders shall obtain complete Bidding Documents, as indicated below, from the issuing office designated in the advertisement or invitation to bid, for the deposit sum, if any, stated therein.

*(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall obtain Bidding Documents.)*

§ 3.1.2 Any required deposit shall be refunded to Bidders who submit a bona fide Bid and return the paper Bidding Documents in good condition within ten days after receipt of Bids. The cost to replace missing or damaged paper documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the paper Bidding Documents, and the Bidder's deposit will be refunded.

§ 3.1.3 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.

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

§ 3.1.5 The Bidding Documents will be available for the sole purpose of obtaining Bids on the Work. No license or grant of use is conferred by distribution of the Bidding Documents.

### § 3.2 Modification or Interpretation of Bidding Documents

§ 3.2.1 The Bidder shall carefully study the Bidding Documents, shall examine the site and local conditions, and shall notify the Architect of errors, inconsistencies, or ambiguities discovered and request clarification or interpretation pursuant to Section 3.2.2.

§ 3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be submitted by the Bidder in writing and shall be received by the Architect at least seven days prior to the date for receipt of Bids.

*(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall submit requests for clarification and interpretation.)*

§ 3.2.3 Modifications and interpretations of the Bidding Documents shall be made by Addendum. Modifications and interpretations of the Bidding Documents made in any other manner shall 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 Substitution Process

§ 3.3.2.1 Written requests for substitutions shall be received by the Architect at least ten days prior to the date for receipt of Bids. Requests shall be submitted in the same manner as that established for submitting clarifications and interpretations in Section 3.2.2.

§ 3.3.2.2 Bidders shall submit substitution requests on a Substitution Request Form if one is provided in the Bidding Documents.

§ 3.3.2.3 If a Substitution Request Form is not provided, requests shall include (1) the name of the material or equipment specified in the Bidding Documents; (2) the reason for the requested substitution; (3) a complete description of the proposed substitution including the name of the material or equipment proposed as the substitute, performance and test data, and relevant drawings; and (4) any other information necessary for an evaluation. The request shall include a statement setting forth changes in other materials, equipment, or other portions of the Work, including changes in the work of other contracts or the impact on any Project Certifications (such as LEED), that will result from incorporation of the proposed substitution.

§ 3.3.3 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.

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

§ 3.3.5 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 Bidders known by the issuing office to have received complete Bidding Documents.

*(Indicate how, such as by email, website, host site/platform, paper copy, or other method Addenda will be transmitted.)*

§ 3.4.2 Addenda will be available where Bidding Documents are on file.

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

#### **ARTICLE 4 BIDDING PROCEDURES**

##### **§ 4.1 Preparation of Bids**

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

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

§ 4.1.3 Sums shall be expressed in both words and numbers, unless noted otherwise on the bid form. In case of discrepancy, the amount entered in words shall govern.

§ 4.1.4 Edits to entries made on paper bid forms 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" or as required by the bid form.

§ 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 neither make 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 and legal status of the Bidder. As part of the documentation submitted with the Bid, the Bidder shall provide evidence of its legal authority to perform the Work in the jurisdiction where the Project is located. Each copy of the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further name 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.

§ 4.1.8 A Bidder shall incur all costs associated with the preparation of its Bid.

##### **§ 4.2 Bid Security**

§ 4.2.1 Each Bid shall be accompanied by the following bid security:  
*(Insert the form and amount of bid security.)*

§ 4.2.2 The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and shall, 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. In the event the Owner fails to comply with Section 6.2, the amount of the bid security shall not be forfeited to the Owner.

§ 4.2.3 If a surety bond is required as bid security, it shall be written on AIA Document A310™, Bid Bond, unless otherwise provided in the Bidding Documents. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of an acceptable power of attorney. The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 4.2.4 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until (a) the Contract has been executed and bonds, if required, have been furnished; (b) the specified time has elapsed so that Bids may be withdrawn; or (c) all Bids have been rejected. However, if no Contract has been awarded or a Bidder has not been notified of the acceptance of its Bid, a Bidder may, beginning days after the opening of Bids, withdraw its Bid and request the return of its bid security.

##### **§ 4.3 Submission of Bids**

§ 4.3.1 A Bidder shall submit its Bid as indicated below:

*(Indicate how, such as by website, host site/platform, paper copy, or other method Bidders shall submit their Bid.)*

**§ 4.3.2** Paper copies of the Bid, the bid security, 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.

**§ 4.3.3** Bids shall be submitted by the date and time and at the place indicated in the invitation to bid. Bids submitted after the date and time for receipt of Bids, or at an incorrect place, will not be accepted.

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

**§ 4.3.5** A Bid submitted by any method other than as provided in this Section 4.3 will not be accepted.

#### **§ 4.4 Modification or Withdrawal of Bid**

**§ 4.4.1** Prior to the date and time designated for receipt of Bids, a Bidder may submit a new Bid to replace a Bid previously submitted, or withdraw its Bid entirely, by notice to the party designated to receive the Bids. Such notice shall be received and duly recorded by the receiving party on or before the date and time set for receipt of Bids. The receiving party shall verify that replaced or withdrawn Bids are removed from the other submitted Bids and not considered. Notice of submission of a replacement Bid or withdrawal of a Bid shall be worded so as not to reveal the amount of the original Bid.

**§ 4.4.2** Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids in the same format as that established in Section 4.3, provided they fully conform with these Instructions to Bidders. Bid security shall be in an amount sufficient for the Bid as resubmitted.

**§ 4.4.3** After the date and time designated for receipt of Bids, a Bidder who discovers that it made a clerical error in its Bid shall notify the Architect of such error within two days, or pursuant to a timeframe specified by the law of the jurisdiction where the Project is located, requesting withdrawal of its Bid. Upon providing evidence of such error to the reasonable satisfaction of the Architect, the Bid shall be withdrawn and not resubmitted. If a Bid is withdrawn pursuant to this Section 4.4.3, the bid security will be attended to as follows:

*(State the terms and conditions, such as Bid rank, for returning or retaining the bid security.)*

### **ARTICLE 5 CONSIDERATION OF BIDS**

#### **§ 5.1 Opening of Bids**

If stipulated in an advertisement or invitation to bid, or when otherwise required by law, Bids properly identified and received within the specified time limits will be publicly opened and read aloud. A summary of the Bids may be made available to Bidders.

#### **§ 5.2 Rejection of Bids**

Unless otherwise prohibited by law, the Owner shall have the right to reject any or all Bids.

#### **§ 5.3 Acceptance of Bid (Award)**

**§ 5.3.1** It is the intent of the Owner to award a Contract to the lowest responsive and responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents. Unless otherwise prohibited by law, 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 best interests.

**§ 5.3.2** Unless otherwise prohibited by law, 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 lowest responsive and responsible 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 and within the timeframe specified by the Architect, a properly executed AIA Document A305™, Contractor's Qualification Statement,

unless such a Statement has been previously required and submitted for this Bid.

### **§ 6.2 Owner's Financial Capability**

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

### **§ 6.3 Submittals**

**§ 6.3.1** After notification of selection for the award of the Contract, the Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, submit in writing to the Owner through the Architect:

- .1 a designation of the Work to be performed with the Bidder's own forces;
- .2 names of the principal products and systems proposed for the Work and the manufacturers and suppliers of each; 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.

**§ 6.3.3** Prior to the execution of the Contract, the Architect will notify the Bidder 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, withdraw the Bid or submit an acceptable substitute person or entity. The Bidder may also submit any required adjustment in the Base Bid or Alternate Bid to account for 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.

**§ 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** The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

**§ 7.1.4** Unless otherwise indicated below, the Penal Sum of the Payment and Performance Bonds shall be the amount of the Contract Sum.

*(If Payment or Performance Bonds are to be in an amount other than 100% of the Contract Sum, indicate the dollar amount or percentage of the Contract Sum.)*

### **§ 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 commence sooner 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.

§ 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 to the bond a certified and current copy of the power of attorney.

**ARTICLE 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS**

§ 8.1 Copies of the proposed Contract Documents have been made available to the Bidder and consist of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor, unless otherwise stated below.  
*(Insert the complete AIA Document number, including year, and Document title.)*

.2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds, unless otherwise stated below.  
*(Insert the complete AIA Document number, including year, and Document title.)*

.3 AIA Document A201™–2017, General Conditions of the Contract for Construction, unless otherwise stated below.  
*(Insert the complete AIA Document number, including year, and Document title.)*

.4 Building Information Modeling Exhibit, if completed:

.5 Drawings

| Number | Title | Date |
|--------|-------|------|
|--------|-------|------|

.6 Specifications

| Section | Title | Date | Pages |
|---------|-------|------|-------|
|---------|-------|------|-------|

.7 Addenda:

| Number | Date | Pages |
|--------|------|-------|
|--------|------|-------|

.8 Other Exhibits:

*(Check all boxes that apply and include appropriate information identifying the exhibit where required.)*

AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:  
*(Insert the date of the E204-2017.)*

The Sustainability Plan:

| Title | Date | Pages |
|-------|------|-------|
|-------|------|-------|

Supplementary and other Conditions of the Contract:

| Document | Title | Date | Pages |
|----------|-------|------|-------|
|----------|-------|------|-------|

- .9 Other documents listed below:  
*(List here any additional documents that are intended to form part of the Proposed Contract Documents.)*

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SECTION 00 22 13 - SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

SUPPLEMENTS:

The following supplements modify, delete from or add to parts of the Instructions to Bidders, AIA Document A701, 2018 Edition. Where any part of the Instructions to Bidders is modified or voided by these supplements, the unaltered provisions of that part shall remain in effect.

ARTICLE 2: BIDDER'S REPRESENTATION

2.1.7 ADD the following sentences:

2.1.7 Wherever in these specifications the words "or equal", "or approved equal" or words of similar import are used, the burden of proof of equality shall be upon the Contractor. The Architect's decision as to the equality of any product or material, based on function, appearance and other features of importance to the project, shall be final.

ARTICLE 3: BIDDING DOCUMENTS

3.1 Distribution

3.1.1 CHANGE this subparagraph to read as follows:

3.1.1 Bidders shall obtain complete Bidding Documents electronically from the web site as indicated in the Invitation for Bids.

3.2 Modification or Interpretation of Bidding Documents

3.2.2 CHANGE this Subparagraph to read as follows:

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 no later than Close of Business on the date indicated in the Invitation for Bids. Written request shall be on a copy of the Pre-Bid Question Form bound at the end of this Section.

3.2.4 ADD the following new Subparagraph:

**3.2.4 Should conflict occur in Contract Documents and the Bidder does not ask for and obtain a written decision, before submission of proposal, as to which method or material will be required, then it shall be deemed that the Bidder has based his proposal on the more expensive way of doing the work.**

3.3 Substitutions

3.3.2 .1 ADD the following sentence to the end of subparagraph 3.3.2.1

“Requests for substitutions must be submitted by a General Contractor participating in the bid process. Direct submittals from manufacturers will not be considered.”

3.4 Addenda

3.4.1 Change the subparagraph to read as follows:

3.4.1 Addenda will be posted to the Project Bidders download site as indicated in the Invitation for Bids. It is the Bidders responsibility to check back periodically to verify they have downloaded all Addenda and to so note the addendum numbers on their submitted Bid Form. In addition, Dinwiddie County Public Schools will post Addendum to the DCPS website and eVA. However, the Project Bidders download site as noted in the Invitation for Bids is the Official site for noting the Addendum numbers to include on the Bid Form.

**ARTICLE 4: BIDDING PROCEDURES**

4.1 Preparation of Bids

4.1.9 ADD the following new Subparagraph:

4.1.9 Owner will receive through the Architect and consider comments or questions concerning specifications or other provisions in the Invitation to Bid prior to the time set for receipt of bids. The latest date for receipt by the Architect of Bidders’ questions to be answered prior to receipt of bids will be COB Friday April 07, 2023.

4.1.10 ADD the following new Subparagraph:

4.1.10 Complete and submit form “Compliance with Virginia Law for Transacting Business in Virginia” immediately following the Bid Form Specification Section 00 42 00 along with the Bid Form and Bid Bond.

4.2 Bid Surety

4.2.1 CHANGE the subparagraph to read as follows:

4.2.1 1 Each bid shall be accompanied by a bid security in an amount not less than five percent (5%) of the bid price which may be in the form of a certified check, cashier’s check or a surety bond.

4.3 Submission of Bids

4.3.1 CHANGE subparagraph to read as follows:

4.3.1 A Bidder shall submit its Bid to the Party indicated in the Instructions for Bidders.

4.3.2 ADD to the end of the subparagraph the following sentence:

Include Bid # IFB # 26-051526 on the outside of the bid envelope.

4.4 Modification or Withdrawal of Bid

4.4.3 CHANGE subparagraph 4.4.3 to read as follows:

4.4.3 After the date and time designated for receipt of Bids, a Bidder who discovers that it made a clerical error in its Bid shall notify the Architect of such error in writing of his claim of right to withdraw his bid within two business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice. Under these procedures, the mistake shall be proved only from the original work papers, documents and materials delivered as required herein. The work papers, documents and materials submitted by the bidder shall, at the bidder's request, be considered trade secrets or proprietary information subject to the conditions of subsection F of § 2.2-4342 of the Code of Virginia. If a Bid is withdrawn pursuant to this Section 4.4.3, the bond security will be attended to as follows. No forfeiture under a bid bond or surety shall exceed the lesser of (i) the difference between the bid for which the bond was written and the next low bid, or (ii) the face amount of the bid bond.

4.4.4 ADD the following new Subparagraph:

4.4.4 Modifications to a Bid shall not be written on the Bid Cover. Bids received with a Bid Modification written on the Cover will not be considered and will be returned unopened.

**ARTICLE 5: CONSIDERATION OF BIDS**

5.3 Acceptance of Bid (Award)

5.3.3 ADD the following new Subparagraph:

5.3.3 Unless all bids are canceled or rejected, the Owner reserves the right granted by Section 2.2-4318 of the Code of Virginia to negotiate with the lowest responsive, responsible Bidder to obtain a contract price within the funds available to the Owner whenever such low bid exceeds the Owner's available funds. For the purpose of determining when such negotiations may take place, the term "Available Funds" shall mean those funds which were budgeted by the Owner for this contract prior to the issuance of the written Advertisement for Bids. Negotiations with the low bidder may include both modifications of the bid price and the Scope of Work/Specifications to be

performed. The Owner shall initiate such negotiations by written notice to the lowest responsive, responsible bidder that its bid exceeds the available funds and that the Owner wishes to negotiate a lower Contract Price. The times, places and manner of negotiating shall be agreed to by the Owner and the lowest responsive, responsible bidder.

5.3.4 ADD the following new Subparagraph

5.3.4 The Project will be awarded on a lump sum basis of the Base Bid plus such Alternates as the Owner in its discretion decides to award in any order the Owner chooses.

**ARTICLE 6: POST-BID INFORMATION**

6.1 Contractor's Qualifications Statement

6.1 CHANGE paragraph to read as follows:

6.1 Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request and within seven (7) consecutive calendar days of the bid opening, a properly executed AIA Document A305, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted for this Bid.

6.1.1 The second and third apparent low bidders shall provide the above information to the Architect within seven (7) consecutive calendar days of telephonic request to do so.

6.1.2 Architect's review of such information will be made within ten (10) consecutive calendar days of receipt of information.

6.2 Owner's Financial Capability

Delete Subparagraph 6.2.

**ARTICLE 7: PERFORMANCE BOND AND PAYMENT BOND**

7.1.4 CHANGE the subparagraph to read:

7.1.4 The successful Bidder shall furnish a Performance Bond and a Labor and Material Payment Bond each in the amount of 100% of the Contract Sum covering the faithful performance of the Contract and the Payment of all obligations arising thereunder with such sureties secured through the Bidder's usual sources as may be agreeable to the parties. In addition, the successful Bidder will require from each of his subcontractors with a subcontract of \$200,000.00 or more a Performance Bond and a Labor and Material Payment Bond each in the amount of 100% of their respective

contract amounts. Written documentation of subcontractors' Bonds will be required.

7.2. Time of Delivery and Form of Bonds

7.2.1 CHANGE the first sentence of sub subparagraph 7.2.1 to read:

The Bidder shall deliver the required bonds to the Owner not later than ten days following the date of execution of the Contract.

**ARTICLE 8: ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS**

8.1 CHANGE paragraph 8.1 and all subparagraphs to read:

8.1 Copies of the proposed Contract Documents including Contracts, Project Specifications and Drawings, have been made available to the Bidder on the download web site indicated in the Invitation for Bids.

**ARTICLE 9: - ADD as follows:**

**ARTICLE 9: SUPPLEMENTARY INSTRUCTIONS**

9.1 VIRGINIA CONTRACTOR'S REGISTRATION:

9.1.1 Bids with the bid guarantee shall be enclosed in a sealed envelope which shall be marked and addressed as indicated by the advertisement. If a contract is for seventy thousand dollars (\$70,000) or more, or if the total value of all construction, removal, repair or improvements undertaken by the Bidder within any twelve month period is five hundred thousand dollars (\$500,000) or more, the Bidder is required under Title 54.1, Chapter 11, Code of Virginia (1950), as amended, to show evidence of being licensed in Virginia as a "Class A Contractor". If a contract is fifteen hundred dollars (\$1,500) or more but less than seventy thousand dollars (\$70,000), the bidder is required to show evidence of being licensed in Virginia as a "Class B Contractor". The Bidder shall place on the outside of the envelope containing the bid and shall place in the bid over his signature whichever of the following notations is appropriate:

"Licensed Class A Virginia Contractor No. \_\_\_\_\_."

or

"Licensed Class B Virginia Contractor No. \_\_\_\_\_."

If contract is less than \$1,500, licensure is not required under Title 54.1, Chapter 11, Code of Virginia (1950), as amended.

9.2 BID PROPOSALS

9.2.1 Bid Proposals and all required accompanying submittals shall be made in duplicate.

9.2.2 Employment Discrimination by a Contractor is prohibited by Section 2.2-4311 of the Code of Virginia. See Special Conditions, Section 01 30 00, for further information.

### 9.3 ROOF SURVEY

9.3.1 A roof moisture survey was performed on the existing roof of this project. Identified wet areas are to be removed down to the structural roof deck.

END OF SECTION

## **Bid Bond**

**CONTRACTOR:**

*(Name, legal status and address)*

**SURETY:**

*(Name, legal status and principal place of business)*

**OWNER:**

*(Name, legal status and address)*

Dinwiddie County Public Schools  
14016 Boydton Plank Road  
Dinwiddie, VA 23841

**BOND AMOUNT: \$**

**PROJECT:**

*(Name, location or address, and Project number, if any)*

Roof Replacement Historic Southside High School Education Center Annex  
12318 Boydton Plank Road  
Dinwiddie, VA

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 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.

**ADDITIONS AND DELETIONS:**

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes 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 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.

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Signed and sealed this Eighth day of May , Two Thousand Twenty-Six

\_\_\_\_\_  
**CONTRACTOR AS PRINCIPAL** *(Signature)*

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
*(Witness)*

\_\_\_\_\_  
**SURETY** *(Signature)*

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
*(Witness)*

FOR  
RE  
DRAW

# AIA® Document A101® – 2017

## **Standard Form of Agreement Between Owner and Contractor** where the basis of payment is a Stipulated Sum

**AGREEMENT** made as of the Twenty-ninth day of April in the year Two Thousand Twenty-Six  
(In words, indicate day, month and year.)

**BETWEEN** the Owner:  
(Name, legal status, address and other information)

Dinwiddie County Public Schools  
14016 Boydton Plank Road  
P.O. Box 7  
Dinwiddie, VA 23841

and the Contractor:  
(Name, legal status, address and other information)

for the following Project:  
(Name, location and detailed description)

Roof Replacement  
Historic Southside High School Education Center Annex  
12318 Boydton Plank Road  
Dinwiddie, VA

The Architect:  
(Name, legal status, address and other information)

RRMM Architects  
Canal Crossing  
115 S. 15th Street, Suite 502  
Richmond, VA 23219

The Owner and Contractor agree as follows.

### **ADDITIONS AND DELETIONS:**

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes 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 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.

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

**ELECTRONIC COPYING** of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

## TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

### EXHIBIT A INSURANCE AND BONDS

#### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

#### ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

#### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:  
*(Insert a date or a means to determine the date of commencement of the Work.)*

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

#### § 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

*(Check one of the following boxes and complete the necessary information.)*

- Not later than ( ) calendar days from the date of commencement of the Work.
- By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

| Portion of Work | Substantial Completion Date |
|-----------------|-----------------------------|
|-----------------|-----------------------------|

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

**ARTICLE 4 CONTRACT SUM**

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be (\$ ), subject to additions and deductions as provided in the Contract Documents.

**§ 4.2 Alternates**

§ 4.2.1 Alternates, if any, included in the Contract Sum:

| Item | Price |
|------|-------|
|------|-------|

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. *(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

| Item | Price | Conditions for Acceptance |
|------|-------|---------------------------|
|------|-------|---------------------------|

§ 4.3 Allowances, if any, included in the Contract Sum: *(Identify each allowance.)*

| Item | Price |
|------|-------|
|------|-------|

§ 4.4 Unit prices, if any: *(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)*

| Item | Units and Limitations | Price per Unit (\$0.00) |
|------|-----------------------|-------------------------|
|------|-----------------------|-------------------------|

§ 4.5 Liquidated damages, if any: *(Insert terms and conditions for liquidated damages, if any.)*

§ 4.6 Other: *(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)*

**ARTICLE 5 PAYMENTS**

**§ 5.1 Progress Payments**

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

**§ 5.1.3** Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than ( ) days after the Architect receives the Application for Payment.  
*(Federal, state or local laws may require payment within a certain period of time.)*

**§ 5.1.4** Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

**§ 5.1.5** Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

**§ 5.1.6** In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

**§ 5.1.6.1** The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

**§ 5.1.6.2** The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

### **§ 5.1.7 Retainage**

**§ 5.1.7.1** For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

**§ 5.1.7.1.1** The following items are not subject to retainage:

*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*

**§ 5.1.7.2** Reduction or limitation of retainage, if any, shall be as follows:

*(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)*

**§ 5.1.7.3** Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

*(Insert any other conditions for release of retainage upon Substantial Completion.)*

**§ 5.1.8** If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

**§ 5.1.9** Except with the Owner’s prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

**§ 5.2 Final Payment**

**§ 5.2.1** Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

**§ 5.2.2** The Owner’s final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment, or as follows:

**§ 5.3 Interest**

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

%

**ARTICLE 6 DISPUTE RESOLUTION**

**§ 6.1 Initial Decision Maker**

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

**§ 6.2 Binding Dispute Resolution**

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box.)*

- Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

**ARTICLE 7 TERMINATION OR SUSPENSION**

**§ 7.1** The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

**§ 7.1.1** If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

*(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the*

Owner's convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

## ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:  
(Name, address, email address, and other information)

§ 8.3 The Contractor's representative:  
(Name, address, email address, and other information)

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

### § 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:  
(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

## ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .4 Building information modeling exhibit, dated as indicated below:  
(Insert the date of the building information modeling exhibit incorporated into this Agreement.)

- .5 Drawings

| Number | Title | Date |
|--------|-------|------|
|--------|-------|------|

- .6 Specifications

| Section | Title | Date | Pages |
|---------|-------|------|-------|
|---------|-------|------|-------|

.7 Addenda, if any:

| Number | Date | Pages |
|--------|------|-------|
|--------|------|-------|

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

*(Check all boxes that apply and include appropriate information identifying the exhibit where required.)*

AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:  
*(Insert the date of the E204-2017 incorporated into this Agreement.)*

The Sustainability Plan:

| Title | Date | Pages |
|-------|------|-------|
|-------|------|-------|

Supplementary and other Conditions of the Contract:

| Document | Title | Date | Pages |
|----------|-------|------|-------|
|----------|-------|------|-------|

.9 Other documents, if any, listed below:

*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor’s bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)*

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
OWNER (Signature)

\_\_\_\_\_  
CONTRACTOR (Signature)

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
*(Printed name and title)*

# AIA® Document A101® – 2017 Exhibit A

## Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the Eighth day of May in the year Two Thousand Twenty-Six  
(In words, indicate day, month and year.)

for the following **PROJECT**:  
(Name and location or address)

Roof Replacement  
Historic Southside High School Education Center Annex  
12318 Boydton Plank Road  
Dinwiddie, VA

**THE OWNER:**  
(Name, legal status and address)

Dinwiddie County Public Schools  
14016 Boydton Plank Road  
Dinwiddie, VA 23841

**THE CONTRACTOR:**  
(Name, legal status and address)

### TABLE OF ARTICLES

- A.1 GENERAL
- A.2 OWNER'S INSURANCE
- A.3 CONTRACTOR'S INSURANCE AND BONDS
- A.4 SPECIAL TERMS AND CONDITIONS

#### ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

#### ARTICLE A.2 OWNER'S INSURANCE

##### § A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

##### § A.2.2 Liability Insurance

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

##### § A.2.3 Required Property Insurance

#### ADDITIONS AND DELETIONS:

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

This document is intended to be used in conjunction with AIA Document A201®–2017, General Conditions of the Contract for Construction. Article 11 of A201®–2017 contains additional insurance provisions.

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**§ A.2.3.1** Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

**§ A.2.3.1.1 Causes of Loss.** The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:  
*(Indicate below the cause of loss and any applicable sub-limit.)*

| Causes of Loss | Sub-Limit |
|----------------|-----------|
|----------------|-----------|

**§ A.2.3.1.2 Specific Required Coverages.** The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:  
*(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)*

| Coverage | Sub-Limit |
|----------|-----------|
|----------|-----------|

**§ A.2.3.1.3** Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

**§ A.2.3.1.4 Deductibles and Self-Insured Retentions.** If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

**§ A.2.3.2 Occupancy or Use Prior to Substantial Completion.** The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

**§ A.2.3.3 Insurance for Existing Structures**

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

**§ A.2.4 Optional Extended Property Insurance.**

The Owner shall purchase and maintain the insurance selected and described below.  
*(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)*

- § A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.
- § A.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.
- § A.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.
- § A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.
- § A.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.
- § A.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.
- § A.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

**§ A.2.5 Other Optional Insurance.**

The Owner shall purchase and maintain the insurance selected below.

*(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)*

- § A.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information.  
*(Indicate applicable limits of coverage or other conditions in the fill point below.)*
- § A.2.5.2 Other Insurance**  
*(List below any other insurance coverage to be provided by the Owner and any applicable limits.)*

Coverage

Limits

**ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS**

**§ A.3.1 General**

**§ A.3.1.1 Certificates of Insurance.** The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed

operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

**§ A.3.1.2 Deductibles and Self-Insured Retentions.** The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

**§ A.3.1.3 Additional Insured Obligations.** To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage 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 for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

### **§ A.3.2 Contractor's Required Insurance Coverage**

**§ A.3.2.1** The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

*(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)*

### **§ A.3.2.2 Commercial General Liability**

**§ A.3.2.2.1** Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than (\$ ) each occurrence, (\$ ) general aggregate, and (\$ ) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

**§ A.3.2.2.2** The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

**§ A.3.2.3** Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than ( \$ ) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

**§ A.3.2.4** The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

**§ A.3.2.5** Workers' Compensation at statutory limits.

**§ A.3.2.6** Employers' Liability with policy limits not less than ( \$ ) each accident, ( \$ ) each employee, and ( \$ ) policy limit.

**§ A.3.2.7** Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

**§ A.3.2.8** If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than ( \$ ) per claim and ( \$ ) in the aggregate.

**§ A.3.2.9** If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than ( \$ ) per claim and ( \$ ) in the aggregate.

**§ A.3.2.10** Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than ( \$ ) per claim and ( \$ ) in the aggregate.

**§ A.3.2.11** Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than ( \$ ) per claim and ( \$ ) in the aggregate.

**§ A.3.2.12** Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than ( \$ ) per claim and ( \$ ) in the aggregate.

### **§ A.3.3 Contractor's Other Insurance Coverage**

**§ A.3.3.1** Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

*(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)*

**§ A.3.3.2** The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.

*(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)*

- [ ] **§ A.3.3.2.1** Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:

*(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as*

described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

- [ ] **§ A.3.3.2.2 Railroad Protective Liability Insurance**, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for Work within fifty (50) feet of railroad property.
- [ ] **§ A.3.3.2.3 Asbestos Abatement Liability Insurance**, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.
- [ ] **§ A.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an “all-risks” completed value form.**
- [ ] **§ A.3.3.2.5 Property insurance on an “all-risks” completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.**
- [ ] **§ A.3.3.2.6 Other Insurance**  
(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

| Coverage | Limits |
|----------|--------|
|----------|--------|

**§ A.3.4 Performance Bond and Payment Bond**

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:  
(Specify type and penal sum of bonds.)

| Type             | Penal Sum (\$0.00) |
|------------------|--------------------|
| Payment Bond     |                    |
| Performance Bond |                    |

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

**ARTICLE A.4 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

## **General Conditions of the Contract for Construction**

**for the following PROJECT:**

*(Name and location or address)*

Roof Replacement  
Historic Southside High School Education Center Annex  
12318 Boydton Plank Road  
Dinwiddie, VA

**THE OWNER:**

*(Name, legal status and address)*

Dinwiddie County Public Schools  
14016 Boydton Plank Road  
P.O. Box 7  
Dinwiddie, VA 23841

**THE ARCHITECT:**

*(Name, legal status and address)*

RRMM Architects  
Canal Crossing  
115 S. 15th Street, Suite 502  
Richmond, VA 23219

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- 2 OWNER**
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- 5 SUBCONTRACTORS**
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**ADDITIONS AND DELETIONS:**

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

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DRAFT

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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 or proposal 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. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

### **§ 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.

**§ 1.2.1.1** The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

**§ 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 retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and 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 the 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 suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, 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 suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

### **§ 1.6 Notice**

**§ 1.6.1** Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

**§ 1.6.2** Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

### **§ 1.7 Digital Data Use and Transmission**

The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

### **§ 1.8 Building Information Models Use and Reliance**

Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

## **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 Evidence of the Owner's Financial Arrangements**

**§ 2.2.1** Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

**§ 2.2.2** Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

**§ 2.2.3** After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

**§ 2.2.4** Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

### **§ 2.3 Information and Services Required of the Owner**

**§ 2.3.1** 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.

**§ 2.3.2** 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.

**§ 2.3.3** If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

**§ 2.3.4** 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.

**§ 2.3.5** 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.

**§ 2.3.6** 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.

#### **§ 2.4 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.

#### **§ 2.5 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 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 default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for 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. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

### **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 its 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.

#### **§ 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 2.3.4, 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 submit 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, subject to Section 15.1.7, 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. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be 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 notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative 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 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 approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 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**

**§ 3.5.1** 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.

**§ 3.5.2** All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

### **§ 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 14 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 that an equitable adjustment be made 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, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim 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 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 notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice 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 and Submittal Schedules**

**§ 3.10.1** The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

**§ 3.10.2** The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably 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, or fails to provide submittals in accordance with the approved 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.

### **§ 3.11 Documents and Samples at the Site**

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and 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 how 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 the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect 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 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 required to provide professional services in violation of applicable law.

**§ 3.12.10.1** 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 be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The

Contractor shall cause such services or certifications to be provided by an appropriately 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 and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and 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.

**§ 3.12.10.2** If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

### **§ 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, 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, or patching shall be restored to the condition existing prior to the cutting, fitting, or 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 construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its 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 and 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 the Owner shall be entitled to reimbursement from the Contractor.

### **§ 3.16 Access to Work**

The Contractor shall provide the Owner and Architect with 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 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 an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

### **§ 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 Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

**§ 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.

### **§ 4.2 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.

**§ 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 promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) 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.

### **§ 4.2.4 Communications**

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

**§ 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 13.4.2 and 13.4.3, whether or not the 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, 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 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 order 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 Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

**§ 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.

**§ 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 the 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, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice 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 for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

### **§ 5.3 Subcontractual Relations**

By appropriate written agreement, 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 that the Contractor, by these Contract 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 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; 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 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 term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 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 any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its 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 or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has 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 notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 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 that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor 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. The Contractor shall proceed promptly with changes in the Work, 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
- .4 As provided in Section 7.3.4.

**§ 7.3.4** If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine 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 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .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, directly related to the change; and
- 5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 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.

§ 7.3.7 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.

§ 7.3.8 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 may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

### 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, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

**§ 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 (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended 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**

**§ 9.1.1** 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.

**§ 9.1.2** If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

### **§ 9.2 Schedule of Values**

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent 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. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

**§ 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 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, suppliers, or other persons or entities that 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 (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole 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 in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. 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. 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 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;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers 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 either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

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

**§ 9.5.4** 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 supplier 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 Contractor shall reflect such payment on its next Application 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 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 and suppliers 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 or supplier, except as may otherwise be required by law.

**§ 9.6.5** The Contractor's payments to 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 or provided by 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, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

**§ 9.6.8** Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

### **§ 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' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, 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; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and 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 the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the 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 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 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. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect 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 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, (3) a written statement that the Contractor knows of no 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, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and 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, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance 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 the lien, claim, security interest, or encumbrance, 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, corrected, 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 the 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;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

**§ 9.10.5** Acceptance of final payment by the Contractor, a Subcontractor, or a 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, a Subcontractor, or a Sub-subcontractor; 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.

§ 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 implement, 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 the owners and users of adjacent sites and utilities of the safeguards.

§ 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. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is 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, notice of the 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 and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. 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 notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's 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 the material or substance or who are to perform the task of removal or safe containment of the 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 by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

**§ 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 hazardous 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 hazardous 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 reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances 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 reimburse 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 Insurance and Bonds**

**§ 11.1.1** The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

**§ 11.1.2** The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

**§ 11.1.3** 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.

**§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve

the Contractor of any contractual obligation to provide any required coverage.

## **§ 11.2 Owner's Insurance**

**§ 11.2.1** The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

**§ 11.2.2 Failure to Purchase Required Property Insurance.** If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

**§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance.** Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

## **§ 11.3 Waivers of Subrogation**

**§ 11.3.1** 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; (2) the Architect and Architect's consultants; and (3) Separate Contractors, 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 those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

**§ 11.3.2** 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, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

## **§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance**

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to

fire or other hazards however caused.

#### **§11.5 Adjustment and Settlement of Insured Loss**

**§ 11.5.1** A loss insured under the property insurance required by the Agreement 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 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

**§ 11.5.2** Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

### **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, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

#### **§ 12.2 Correction of Work**

##### **§ 12.2.1 Before Substantial Completion**

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before 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 any 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 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 2.5.

**§ 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 of the Owner or Separate Contractors, whether completed or partially completed, 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, excluding that jurisdiction's choice of law rules. 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 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 the assignment.

### § 13.3 Rights and Remedies

§ 13.3.1 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.

§ 13.3.2 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 thereunder, except as may be specifically agreed upon in writing.

### § 13.4 Tests and Inspections

§ 13.4.1 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 tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or

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approvals where building codes or applicable laws or regulations so require.

**§ 13.4.2** 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 13.4.1, 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 13.4.3, shall be at the Owner's expense.

**§ 13.4.3** If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 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.

**§ 13.4.4** 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.

**§ 13.4.5** 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.

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

#### **§ 13.5 Interest**

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties 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.

### **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, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, 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;
- 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 reasonable evidence as required by Section 2.2.

**§ 14.1.2** The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, 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' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

**§ 14.1.4** If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work 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' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in

**§ 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 or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .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 reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner 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' 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.

**§ 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 under 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 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 Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

## **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, a change in the Contract Time, 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. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

#### **§ 15.1.2 Time Limits on Claims**

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the 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 15.1.2.

#### **§ 15.1.3 Notice of Claims**

**§ 15.1.3.1** Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by 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 under this Section 15.1.3.1 shall 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.

**§ 15.1.3.2** Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

#### **§ 15.1.4 Continuing Contract Performance**

**§ 15.1.4.1** 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.

**§ 15.1.4.2** The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

#### **§ 15.1.5 Claims for Additional Cost**

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

#### **§ 15.1.6 Claims for Additional Time**

**§ 15.1.6.1** If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 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.

**§ 15.1.6.2** 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.

#### **§ 15.1.7 Waiver of 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 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

## **§ 15.2 Initial Decision**

**§ 15.2.1** Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, 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. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a 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 the 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 receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

**§ 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 15.1.7, 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** Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

**§ 15.3.4** 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. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. 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** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party 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** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party 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 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 those of the Owner and Contractor under this Agreement.

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# AIA® Document A312® – 2010

## Payment Bond

**CONTRACTOR:**

*(Name, legal status and address)*

**SURETY:**

*(Name, legal status and principal place of business)*

**OWNER:**

*(Name, legal status and address)*

Dinwiddie County Public Schools  
14016 Boydton Plank Road  
Dinwiddie, VA 23841

**CONSTRUCTION CONTRACT**

Date: TBD

Amount: \$

Description:

*(Name and location)*

Roof Replacement

Historic Southside High School Education Center Annex

12318 Boydton Plank Road

Dinwiddie, VA

**BOND**

Date:

*(Not earlier than Construction Contract Date)*

Amount: \$

Modifications to this Bond:

Company: *(Corporate seal)*

Company: *(Corporate seal)*

\_\_\_\_\_  
**CONTRACTOR AS PRINCIPAL**  
*(Signature)*

\_\_\_\_\_  
**SURETY** *(Signature)*

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
*(Printed name and title)*

*(Any additional signatures appear on the last page of this Payment Bond)*

*(FOR INFORMATION ONLY — Name, address and telephone)*

**AGENT or BROKER:**

**OWNER'S REPRESENTATIVE:**

*(Architect, Engineer or other party:)*

**ADDITIONS AND DELETIONS:**

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

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**§ 1** The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

**§ 2** If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

**§ 3** If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

**§ 4** When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

**§ 5** The Surety's obligations to a Claimant under this Bond shall arise after the following:

**§ 5.1** Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

**§ 5.2** Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

**§ 6** If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

**§ 7** When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

**§ 7.1** Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

**§ 7.2** Pay or arrange for payment of any undisputed amounts.

**§ 7.3** The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

**§ 8** The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

**§ 9** Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

**§ 10** The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under

this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

**§ 11** The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

**§ 12** No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

**§ 13** Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

**§ 14** When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or 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.

**§ 15** Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### **§ 16 Definitions**

**§ 16.1 Claim.** A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

**§ 16.2 Claimant.** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

**§ 16.3 Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

**§ 16.4 Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

**§ 16.5 Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

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# AIA® Document A312® – 2010

## Performance Bond

**CONTRACTOR:**

*(Name, legal status and address)*

**SURETY:**

*(Name, legal status and principal place of business)*

**OWNER:**

*(Name, legal status and address)*

Dinwiddie County Public Schools  
14016 Boydton Plank Road  
Dinwiddie, VA 23841

**CONSTRUCTION CONTRACT**

Date: TBD

Amount: \$

Description:

*(Name and location)*

Roof Replacement

Historic Southside High School Education Center Annex

12318 Boydton Plank Road

Dinwiddie, VA

**BOND**

Date:

*(Not earlier than Construction Contract Date)*

Amount: \$

Modifications to this Bond:

Company: *(Corporate seal)*

Company: *(Corporate seal)*

\_\_\_\_\_  
**CONTRACTOR AS PRINCIPAL**  
*(Signature)*

\_\_\_\_\_  
**SURETY** *(Signature)*

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
*(Printed name and title)*

*(Any additional signatures appear on the last page of this Performance Bond)*

*(FOR INFORMATION ONLY — Name, address and telephone)*

**AGENT or BROKER:**

**OWNER'S REPRESENTATIVE:**

*(Architect, Engineer or other party:)*

**ADDITIONS AND DELETIONS:**

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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.

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**§ 1** The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

**§ 2** If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

**§ 3** If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1** the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2** the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3** the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

**§ 4** Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

**§ 5** When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

**§ 5.1** Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

**§ 5.2** Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

**§ 5.3** Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

**§ 5.4** Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1** After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2** Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

**§ 6** If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

**§ 7** If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1** the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2** additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and

- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or 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.

#### § 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

## Contractor's Qualification Statement

**THE PARTIES SHOULD EXECUTE A SEPARATE CONFIDENTIALITY AGREEMENT IF THEY INTEND FOR ANY OF THE INFORMATION IN THIS A305-2020 TO BE HELD CONFIDENTIAL.**

**SUBMITTED BY:**

*(Organization name and address.)*

**SUBMITTED TO:**

*(Organization name and address.)*

**TYPE OF WORK TYPICALLY PERFORMED**

*(Indicate the type of work your organization typically performs, such as general contracting, construction manager as constructor services, HVAC contracting, electrical contracting, plumbing contracting, or other.)*

**THIS CONTRACTOR'S QUALIFICATION STATEMENT INCLUDES THE FOLLOWING:**

*(Check all that apply.)*

- Exhibit A – General Information
- Exhibit B – Financial and Performance Information
- Exhibit C – Project-Specific Information
- Exhibit D – Past Project Experience
- Exhibit E – Past Project Experience (Continued)

**CONTRACTOR CERTIFICATION**

The undersigned certifies under oath that the information provided in this Contractor's Qualification Statement is true and sufficiently complete so as not to be misleading.

\_\_\_\_\_  
**CONTRACTOR'S** Authorized Representative *(Signature)*

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
*Date*

**NOTARY**

State of:

County of:

Signed and sworn to before me this day of

\_\_\_\_\_  
**Notary Signature**

**My commission expires:**

**ADDITIONS AND DELETIONS:**

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# AIA® Document A305® – 2020 Exhibit A

## General Information

This Exhibit is part of the Contractor's Qualification Statement, submitted by and dated the Eighth day of May in the year Two Thousand Twenty-Six  
(In words, indicate day, month and year.)

### § A.1 ORGANIZATION

#### § A.1.1 Name and Location

§ A.1.1.1 Identify the full legal name of your organization.

§ A.1.1.2 List all other names under which your organization currently does business and, for each name, identify jurisdictions in which it is registered to do business under that trade name.

§ A.1.1.3 List all prior names under which your organization has operated and, for each name, indicate the date range and jurisdiction in which it was used.

§ A.1.1.4 Identify the address of your organization's principal place of business and list all office locations out of which your organization conducts business. If your organization has multiple offices, you may attach an exhibit or refer to a website.

#### § A.1.2 Legal Status

§ A.1.2.1 Identify the legal status under which your organization does business, such as sole proprietorship, partnership, corporation, limited liability corporation, joint venture, or other.

- .1 If your organization is a corporation, identify the state in which it is incorporated, the date of incorporation, and its four highest-ranking corporate officers and their titles, as applicable.
- .2 If your organization is a partnership, identify its partners and its date of organization.
- .3 If your organization is individually owned, identify its owner and date of organization.
- .4 If the form of your organization is other than those listed above, describe it and identify its individual leaders:

§ A.1.2.2 Does your organization own, in whole or in part, any other construction-related businesses? If so, identify and describe those businesses and specify percentage of ownership.

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**§ A.1.3 Other Information**

**§ A.1.3.1** How many years has your organization been in business?

**§ A.1.3.2** How many full-time employees work for your organization?

**§ A.1.3.3** List your North American Industry Classification System (NAICS) codes and titles. Specify which is your primary NAICS code.

**§ A.1.3.4** Indicate whether your organization is certified as a governmentally recognized special business class, such as a minority business enterprise, woman business enterprise, service disabled veteran owned small business, woman owned small business, small business in a HUBZone, or a small disadvantaged business in the 8(a) Business Development Program. For each, identify the certifying authority and indicate jurisdictions to which such certification applies.

**§ A.2 EXPERIENCE**

**§ A.2.1** Complete Exhibit D to describe up to four projects, either completed or in progress, that are representative of your organization's experience and capabilities.

**§ A.2.2** State your organization's total dollar value of work currently under contract.

**§ A.2.3** Of the amount stated in Section A.2.2, state the dollar value of work that remains to be completed:

**§ A.2.4** State your organization's average annual dollar value of construction work performed during the last five years.

**§ A.3 CAPABILITIES**

**§ A.3.1** List the categories of work that your organization typically self-performs.

**§ A.3.2** Identify qualities, accreditations, services, skills, or personnel that you believe differentiate your organization from others.

**§ A.3.3** Does your organization provide design collaboration or pre-construction services? If so, describe those services.

**§ A.3.4** Does your organization use building information modeling (BIM)? If so, describe how your organization uses BIM and identify BIM software that your organization regularly uses.

**§ A.3.5** Does your organization use a project management information system? If so, identify that system.

**§ A.4 REFERENCES**

**§ A.4.1** Identify three client references:  
*(Insert name, organization, and contact information)*

**§ A.4.2** Identify three architect references:  
*(Insert name, organization, and contact information)*

**§ A.4.3** Identify one bank reference:  
*(Insert name, organization, and contact information)*

§ A.4.4 Identify three subcontractor or other trade references:  
*(Insert name, organization, and contact information)*

THE  
REFERENCES  
ARE  
DRAWN

# AIA® Document A305® – 2020 Exhibit B

## Financial and Performance Information

This Exhibit is part of the Contractor's Qualification Statement, submitted by and dated the Eighth day of May in the year Two Thousand Twenty-Six  
(In words, indicate day, month and year.)

### § B.1 FINANCIAL

§ B.1.1 Federal tax identification number:

§ B.1.2 Attach financial statements for the last three years prepared in accordance with Generally Accepted Accounting Principles, including your organization's latest balance sheet and income statement. Also, indicate the name and contact information of the firm that prepared each financial statement.

§ B.1.3 Has your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management, been the subject of any bankruptcy proceeding within the last ten years?

§ B.1.4 Identify your organization's preferred credit rating agency and identification information.

(Identify rating agency, such as Dun and Bradstreet or Equifax, and insert your organization's identification number or other method of searching your organization's credit rating with such agency.)

### § B.2 DISPUTES AND DISCIPLINARY ACTIONS

§ B.2.1 Are there any pending or outstanding judgments, arbitration proceedings, bond claims, or lawsuits against your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management, or any of the individuals listed in Exhibit A, Section 1.2, in which the amount in dispute is more than \$75,000?  
(If the answer is yes, provide an explanation.)

§ B.2.2 In the last five years has your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management:

(If the answer to any of the questions below is yes, provide an explanation.)

- .1 failed to complete work awarded to it?
- .2 been terminated for any reason except for an owners' convenience?
- .3 had any judgments, settlements, or awards pertaining to a construction project in which your organization was responsible for more than \$75,000?
- .4 filed any lawsuits or requested arbitration regarding a construction project?

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**§ B.2.3** In the last five years, has your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management; or any of the individuals listed in Exhibit A Section 1.2:  
*(If the answer to any of the questions below is yes, provide an explanation.)*

- .1 been convicted of, or indicted for, a business-related crime?
- .2 had any business or professional license subjected to disciplinary action?
- .3 been penalized or fined by a state or federal environmental agency?



# AIA® Document A305® – 2020 Exhibit C

## Project Specific Information

This Exhibit is part of the Contractor's Qualification Statement, submitted by and dated the Eighth day of May in the year Two Thousand Twenty-Six  
(In words, indicate day, month and year.)

### PROJECT:

(Name and location or address.)

Roof Replacement  
Historic Southside High School Education Center Annex  
12318 Boydton Plank Road  
Dinwiddie, VA

### CONTRACTOR'S PROJECT OFFICE:

(Identify the office out of which the contractor proposes to perform the work for the Project.)

### TYPE OF WORK SOUGHT

(Indicate the type of work you are seeking for this Project, such as general contracting, construction manager as constructor, design-build, HVAC subcontracting, electrical subcontracting, plumbing subcontracting, etc.)

### CONFLICT OF INTEREST

Describe any conflict of interest your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management, or any of the individuals listed in Exhibit A Section 1.2, may have regarding this Project.

### § C.1 PERFORMANCE OF THE WORK

§ C.1.1 When was the Contractor's Project Office established?

§ C.1.2 How many full-time field and office staff are respectively employed at the Contractor's Project Office?

§ C.1.3 List the business license and contractor license or registration numbers for the Contractor's Project Office that pertain to the Project.

§ C.1.4 Identify key personnel from your organization who will be meaningfully involved with work on this Project and indicate (1) their position on the Project team, (2) their office location, (3) their expertise and experience, and (4) projects similar to the Project on which they have worked.

§ C.1.5 Identify portions of work that you intend to self-perform on this Project.

§ C.1.6 To the extent known, list the subcontractors you intend to use for major portions

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of work on the Project.

## **§ C.2 EXPERIENCE RELATED TO THE PROJECT**

**§ C.2.1** Complete Exhibit D to describe up to four projects performed by the Contractor's Project Office, either completed or in progress, that are relevant to this Project, such as projects in a similar geographic area or of similar project type. If you have already completed Exhibit D, but want to provide further examples of projects that are relevant to this Project, you may complete Exhibit E.

**§ C.2.2** State the total dollar value of work currently under contract at the Contractor's Project Office:

**§ C.2.3** Of the amount stated in Section C.2.2, state the dollar value of work that remains to be completed:

**§ C.2.4** State the average annual dollar value of construction work performed by the Contractor's Project Office during the last five years.

**§ C.2.5** List the total number of projects the Contractor's Project Office has completed in the last five years and state the dollar value of the largest contract the Contractor's Project Office has completed during that time.

## **§ C.3 SAFETY PROGRAM AND RECORD**

**§ C.3.1** Does the Contractor's Project Office have a written safety program?

**§ C.3.2** List all safety-related citations and penalties the Contractor's Project Office has received in the last three years.

**§ C.3.3** Attach the Contractor's Project Office's OSHA 300a Summary of Work-Related Injuries and Illnesses form for the last three years.

**§ C.3.4** Attach a copy of your insurance agent's verification letter for your organization's current workers' compensation experience modification rate and rates for the last three years.

## **§ C.4 INSURANCE**

**§ C.4.1** Attach current certificates of insurance for your commercial general liability policy, umbrella insurance policy, and professional liability insurance policy, if any. Identify deductibles or self-insured retentions for your commercial general liability policy.

**§ C.4.2** If requested, will your organization be able to provide property insurance for the Project written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis?

**§ C.4.3** Does your commercial general liability policy contain any exclusions or restrictions of coverage that are prohibited in AIA Document A101-2017, Exhibit A, Insurance A.3.2.2.2? If so, identify.

## **§ C.5 SURETY**

**§ C.5.1** If requested, will your organization be able to provide a performance and payment bond for this Project?

**§ C.5.2** Surety company name:

**§ C.5.3** Surety agent name and contact information:

§ C.5.4 Total bonding capacity:

§ C.5.5 Available bonding capacity as of the date of this qualification statement:

THE  
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**Contractor's Past Project Experience**

|                                | 1   | 2   | 3   | 4   |
|--------------------------------|---|---|---|---|
| PROJECT NAME                   |   |   |   |   |
| PROJECT LOCATION               |   |   |   |   |
| PROJECT TYPE                   |   |   |   |   |
| OWNER                          |   |   |   |   |
| ARCHITECT                      |   |   |   |   |
| CONTRACTOR'S PROJECT EXECUTIVE |   |   |   |   |
| KEY PERSONNEL (include titles) |   |   |   |   |
| PROJECT DETAILS                | Contract Amount<br>0.00<br>Completion Date<br><br>% Self-Performed Work<br>0.00   | Contract Amount<br>0.00<br>Completion Date<br><br>% Self-Performed Work<br>0.00   | Contract Amount<br>0.00<br>Completion Date<br><br>% Self-Performed Work<br>0.00   | Contract Amount<br>0.00<br>Completion Date<br><br>% Self-Performed Work<br>0.00   |
| PROJECT DELIVERY METHOD        | <input type="checkbox"/> Design-bid-build<br><input type="checkbox"/> Design-build<br><input type="checkbox"/> CM constructor<br><input type="checkbox"/> CM advisor<br><input type="checkbox"/> Other: | <input type="checkbox"/> Design-bid-build<br><input type="checkbox"/> Design-build<br><input type="checkbox"/> CM constructor<br><input type="checkbox"/> CM advisor<br><input type="checkbox"/> Other: | <input type="checkbox"/> Design-bid-build<br><input type="checkbox"/> Design-build<br><input type="checkbox"/> CM constructor<br><input type="checkbox"/> CM advisor<br><input type="checkbox"/> Other: | <input type="checkbox"/> Design-bid-build<br><input type="checkbox"/> Design-build<br><input type="checkbox"/> CM constructor<br><input type="checkbox"/> CM advisor<br><input type="checkbox"/> Other: |
| SUSTAINABILITY CERTIFICATIONS  |   |   |   |   |

**SECTION 01 01 00 - SUMMARY OF WORK**

**PART 1 – GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of Contract, including General and Supplemental Conditions and other Division 1 Specification Sections, apply to work of this Section.

**1.2 PROJECT DESCRIPTION**

- A. General: The name of the project is Historic Southside Education Center Annex Roof Replacement Project as shown on the Contract Documents prepared by RRMM Architects, Richmond, Virginia, dated May 15, 2026.
- B. The base bid work for the Historic Southside Education Center Annex consists of the total removal and replacement on roof areas A, B, C & D.

Total removal of the existing ballasted single ply EPDM recovery membrane, all insulation layers, and associated flashings down to the existing structural roof deck is required on roof areas A, B, C & D (approx. 22,888 square feet).

**NOTE: Per the Owners instructions, The removed ballast stone from the project roof areas will be removed from the roof and delivered to / dropped at a nearby Owner designated location.**

Repair or replace deteriorated decking, as required. Provide and install new base sheet, polyisocyanurate (tapered & flat stock) insulation and new fully adhered 60 mil reinforced EPDM single ply roof membrane system.

- C. Existing Roof System Compositions:

**Roof Area A & B – 19,719 +/- Square Feet**

45 Mil EPDM (Ballasted)

1.25-Inch, 1.75-Inch, 2.0-Inch & 2.25-Inch Polyisocyanurate Insulation

Tectum Plank Roof Deck

**Roof Areas C & D – 3,169 +/- Square Feet**

45 Mil EPDM (Ballasted)

1.0-Inch, 2.0-Inch, 2.25-Inch & 2.5-Inch Polyisocyanurate Insulation

Tectum Plank Roof Deck

Existing Roof Composition Notes:

1. It is the contractor's sole responsibility to field verify all existing roof system compositions and conditions that will affect the execution of the work.
2. There may be residual existing built-up roof flashing / membrane beneath the flashings or at the roof deck.

- D. New Roof Compositions: (Note: All materials are new unless noted existing.)

**Roof Areas A, B, C & D – 22, 888 +/- Square Feet**

New 60 Mil Reinforced EPDM Roof Membrane (Fully Adhered)  
New 1/2-Inch-High Density Polyisocyanurate Insulation (Adhered)  
New 1/2--Inch per Foot Tapered Polyisocyanurate Cricket Insulation (Adhered)  
New 1/4--Inch per Foot Tapered Polyisocyanurate Insulation (Adhered)  
New 3.0-Inch Polyisocyanurate Insulation (Adhered)  
New Modified Membrane Base Sheet (Nailed)  
Tectum Plank Roof Deck

**New Roof Composition Notes:**

1. Existing deteriorated wood blocking shall be removed and replaced with new treated blocking as required and shown on the roof plans and roof details at curbs.
  2. All blocking shall match the height of the new roof insulation system and/or shall provide a minimum of 8” flashing height as required by the roof system manufacturer.
  3. All new blocking shall be fastened to the substrate to meet the specifications.
- E. Maintain the building in watertight condition throughout this Contract. Do not permit water to build up on the roof. Provide power hook-ups and pumps on the roof to remove rain that occurs before slopes to drains are achieved. The interior of building to be kept free of water entry of ANY amount throughout the entire roof replacement process.
1. The roofing over each roof area shall be placed so as to have no more roof area open and/or under construction than can be made watertight at the end of each workday.
- F. Demolition and Preparation:
1. Remove existing roofing materials as specified including but not limited to wall and roof penetration flashing on all roof areas, deteriorated wood blocking, if any and associated metals, etc.
  2. The presence of asbestos containing material is not anticipated in the existing roof system components.
    - a. ROOF SAMPLING WAS NOT PERFORMED AS NO ASBESTOS CONTAINING MATERIALS ARE ANTICIPATED WITHIN THESE ROOF ASSEMBLIES.
    - b. ASBESTOS CONTAINING MATERIALS MAY BE PRESENT IN OTHER AREAS OF THE BUILDING WHERE WORK IS BEING PERFORMED. THE CONTRACTOR IS RESPONSIBLE TO ENSURE THAT ANY REMAINING ASBESTOS CONTAINING MATERIALS ARE NOT DISTURBED OR DAMAGED, AND WILL BE RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH CLEAN-UP AND CLEARANCE OF THE BUILDING DUE TO DISTURBANCE OR DAMAGE TO ASBESTOS CONTAINING MATERIALS NOT INCLUDED IN THE SCOPE OF WORK.
    - c. IF FOUND, REMOVE AND DISPOSE OF ASBESTOS-CONTAINING MATERIALS IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL LAWS.
  3. Furnish and install new treated wood blocking to accommodate the height of the new roof insulation system at all required detailing. The Contractor shall be required to install all new wood blocking to accommodate the new roof insulation height at no additional cost to the Owner (unit cost based allowance shall not apply). All new blocking shall be fastened to the substrate to meet the specifications to accommodate the new ANSI/SPRI ES-1 coping and edge metal installation requirements.

4. Reuse the existing wood blocking where possible. Existing deteriorated blocking shall be removed and replaced. Unit prices shall be provided in the bid form for replacement of deteriorated wood.
- G. Existing Roof Deck Treatment:
1. Once the existing roof materials are removed and the existing roof deck is exposed, identify and document damaged or deteriorated areas of roof deck at each location.
  2. Remove areas of structurally unsound roof deck and replace with new to match the existing type, thickness, and size according to Section 02 07 00 – Selective Demolition.
  3. Unit prices, as provided in section 01 02 60 – unit prices, shall be used as an add/deduct from the Lump Sum Contract dollar amount. The Base Bid shall include 500 square feet of deck replacement amounts indicated in Section 01 02 60. The Contractor shall keep a daily log, photographs, mark up plan and running total of areas of roof deck replacement and provide a copy to the Owner daily.
  4. Clean all deck surfaces as required to receive new roofing materials.
- H. Roof Drainage:
1. All existing drains (complete existing drain bowl assemblies) shall be removed and disposed of off-site. Existing interior drain lines shall be completely removed from the interior spaces including existing hangers / support components and insulation, as applicable. Repair the existing drain bowl locations with new tectum plank decking installed to span a minimum of two (2) structural support components.
  2. Remove the exterior wall drain-leaders / pipes. The existing masonry wall openings shall be repaired / filled with new masonry units. Match existing conditions as closely as possible.
  3. New through-wall scuppers with sump detailing, conductor heads and downspouts will be installed as specified and as shown.
- I. New Roof System Installation:
1. Prior to new roof system installation, contractor shall perform an interior inspection of underside of roof deck to verify there are no obstructions that will interfere with the new roof system installation including conduits directly below the roof deck.
  2. Furnish and install one (1) course of new wood framing to match existing parapet framing / height and width. The new wood framing is to be attached to the existing structure to meet wind uplift requirements for this geographic location and ANSI-SPRI requirements. (Detail 01/A2.0)
  3. Furnish and install new divider walls as specified and shown. The new divider walls are to be attached to the existing structure to meet wind uplift requirements for this geographic location. attached to the existing structure to meet wind uplift requirements for this geographic location. . (Detail 10/A2.1)
  4. Furnish and install new wood blocking at roof curbs and all other locations as required to match the height of the new insulation system and to provide a minimum eight (8”) inches of flashing height above the new finished roof.
  5. Capped curbs and/or abandoned / obsolete equipment including any interior space components shall be completely removed and disposed of off-site. Repair the existing deck openings with new tectum plank decking installed to span a minimum of two (2) structural support components.
  6. Furnish and install new mechanically attached (nailed) modified membrane base sheet over the properly prepared tectum plank roof deck.

7. Furnish and install new flat and/or tapered roof insulation as indicated in the drawings and in accordance with section 07 22 00 – Roof Insulation.
8. Furnish and install new base layer 3.0-inch polyisocyanurate insulation adhered w/ 2-part low rise foam adhesive.
9. Furnish and install new 1/4-inch per foot tapered polyisocyanurate insulation adhered w/ 2-part low rise foam adhesive as specified and shown.
10. Furnish and install new 1/2-inch per foot tapered polyisocyanurate insulation crickets adhered w/ 2-part low rise foam adhesive as specified and shown.
11. Furnish and install new 1/2-inch-high density polyisocyanurate coverboard insulation adhered w/ 2-part low rise foam adhesive.
12. Furnish and install a new 60 mil Reinforced EPDM roof membrane system fully adhered as indicated on the drawings, over the new roof insulation system.
13. Furnish and install new 60 mil Reinforced EPDM base flashing and stripping at all walls, curbs, at other roof penetrations and roof edges with proper termination as required or shown.
14. Furnish and install new termination bar and metal counter flashings as required or shown. All EPDM membrane terminations must include water cut-off mastic and termination bar detailing. All termination bar details – vertical and horizontal will be covered by new metal counter flashing. All pipe, post, and stack flashing will include stainless-steel band clamps w/ sealant at the top edge of the boot or field applied flashing membrane.
15. Furnish and install new pre-manufactured .050 aluminum ANSI/SPRI/FM4435 ES-1 compliant perimeter edge metal detailing as required. Color to be selected by Owner.
16. Furnish and install new replacement metal curbs and gravity vents as specified and shown. (Detail 04/A2.0)
17. Cut existing parapet wall to receive new 7-inch wide through wall scuppers as specified and shown on the detailed drawings. Install additional wood blocking as required to provide structural support to the existing wood nailers to remain. Provide tapered insulation sump detail at scupper locations as specified and shown. Install new metal scupper sleeve and associated flashings and stripping as specified and shown. (Detail 05/A2.0)
18. Furnish and install new 040 aluminum conductor heads and downspouts as specified and shown. Color to be selected by Owner. Install new concrete splash block as specified and shown. (Details 06/A2.0 & 07/A2.1)
19. Furnish and install new manufacturers standard protective walk pads around all motorized equipment.
20. Lift all electrical conduits, lines and pipes as needed to perform the work. The existing pre-manufactured support components may be reused. Furnish and install additional pre-manufactured support components as needed to raise all conduits / pipes from the roof surface and to provide a maximum five (5-ft) foot spacing between support components. The support components shall include “C” clamp detailing to secure conduit according to contract documents. New membrane manufacturer’s walk pad material shall be installed under all supports as needed or required. The Contractor shall include all mechanical, electrical, and plumbing work required to raise equipment or piping in their Base Bid. All mechanical, electrical, and plumbing work must be performed by licensed contractors of that trade.
21. Note: An existing electrical conduit is non-supported, is in contact with the roof system / ballast and is scheduled for demolition and replacement. (See Detail Sheets E1.1 & E1.2) This electrical work will be addressed by an Electrical Contractor including the installation of new support components.
22. All new perimeter edge and transition metal detailing to be installed as specified and shown. Details 01/A2.0, 08/A2.1, 09/A2.1 and 11/A2.1.

23. Replace all dented / damaged vent caps, hoods and/or exhaust fan covers with new components to match / fit existing equipment.
24. Wire brush, clean, prepare and paint (excluding HVAC equipment) with one coat of rust inhibitive primer and two coats of oil-based alkyd, all galvanized and/or rusted roof top equipment including all gas vents (heat stacks), ducts / gooseneck vents, rail curb caps, storm collars and square vent hoods that are to remain in place. Repair / replace any damaged or deteriorated stack components prior to painting. All metal surfaces to receive new flashings or sealants shall be painted prior to the installation of flashings or sealants.
25. As applicable, install new storm collars and/or cap details if missing or damaged. All storm collar detailing at pipe and stack penetrations will be sealed with urethane sealant.
26. As applicable, replace all pitch pans with new pans that are sized to provide a minimum 2-inch clearance space around the penetration to receive new pourable sealant. **Remove existing fill material and clean the penetration prior to the installation of the new pan and fill material.**
27. All details must meet the selected roof membrane manufacturer's detailing requirements for the required roof system warranty.
28. Note – All roofing related work to be performed by full-time employees of the Roofing Company awarded the Contract. No roofing subcontractors are allowed for this project unless approved by the Owner and the Consultant.
29. All mechanical, electrical, and plumbing work must be performed by licensed Contractors in their respective trade.

J. General Notes & Plan Notes

General Notes

1. Contractor to provide and install new tapered polyisocyanurate crickets as required to provide a minimum 1/4-inch per foot slope in the valley at curbs greater than 24-inches and wider and where shown on tapered drawings.
2. All existing wood blocking to remain is to be inspected and resecured as required to meet ANSI-SPRI wind design standards requirements.

Plan Notes

1. Remove existing roof drains and all associated components and properly dispose of. Deck openings shall be replaced with new tectum desking as per the project specifications. Drainage outlets which exit the masonry wall shall be repaired to match existing conditions after piping is removed.
2. Abandoned penetrations and all associated components shall be removed and properly discarded and decking repaired per the project specifications.
3. Install new wood framing to match existing parapet framing. Framing to be fastened to the existing structure as required to meet wind-up-lift requirements.
4. New wood framed divider wall per Detail 04/A2.0.
5. New primary flow through scupper and conductor head and downspout to be installed per the project details. Additional wood blocking shall be installed as required to properly support wall ends where blocking is removed to provide the scupper opening,
6. New downspouts to routed as required to properly function and avoid interference with entrance ways and electrical conduits.
7. See Sheets E1.1 and E1.2 for electrical demolition and new work to be performed.
8. Raise / relocate existing electrical conduit as required to facilitate installation of the new roof system. All electrical, mechanical and plumbing work shall be performed by a contractor licensed in the respective field.

K. Warranty Requirements:

1. Provide all labor, equipment, trade skills necessary to complete the removal and replacement of the existing roof systems in a professional workman-like manner. Upon completion provide the following warranties:
  - a. The roof system manufacturer's no dollar limit, total system, labor and material, watertight warranty for a period of twenty (20) years.
  - b. The Contractor's workmanship and watertight guarantee for a period of two (2) years.
2. Secure the manufacturer's approval of the project and all components of the project prior to bidding.

K. Unit Prices:

1. Bidder agrees to furnish all labor, tools, materials, equipment and vehicles, and to perform all work necessary to complete each of the Unit Cost Based Allowance Items in accordance with the plans and specifications.
2. Unit prices as outlined in Section 01 02 60 shall be used in determining additions to or deductions from the lump sum bid contract amount in the event of changes due to unforeseen conditions in the work, proposals by the Contractor, or directives of the Owner.

1.3 WORK UNDER OTHER CONTRACTS

- A. General: Work indicated in the documents as "N.I.C." (Not in Contract), "By Owner", or "By Others" is not included under this Contract.
- B. Separate Contracts / Concurrent Work: No other work at the project site is anticipated during the time period that this work will be completed. However, in the event that the Owner with his own forces or by the Owner's separate contractors requires access to the areas of the building that work is being performed under this contract, the contractor shall fully cooperate with and not interfere with the completion of other work.
  1. Considerations: The intention of the Owner to perform work with his own forces or to employ separate contractors shall be given due consideration prior to the submission of a bid and any additional cost which the Contractor believes to be associated with work by others shall be included in the cost of the Work.

1.4 SUMMARY OF REFERENCES

- A. Work of Contract can be summarized by reference to the Contract, Advertisement For Bids, General Conditions, Supplementary Conditions, Specification Sections, as listed in the specification Index, Bound herewith; Drawings, as listed in the drawing Index, bound herewith; Addenda and Modifications to the Contract Documents, issued subsequent to the initial printing of this project manual, and including, but not necessarily limited to, printed matter referenced by any of these. It is recognized that Work of Contract is also unavoidably affected or influenced by governing regulations, natural phenomena, including weather conditions, and other forces outside the Contract Documents.

1.5 CONTRACTOR USE OF PREMISES

- A. Permission to interrupt utility service to the existing building shall be requested fourteen (14) calendar days in advance.
- B. Limit use of the premises to construction activities in areas indicated. Confine operations to areas within contract limits indicated. Portions of the site beyond areas in which construction operations are indicated are not to be disturbed.
- C. Limit use of the premises for construction activities and material storage in areas indicated; allow for Owner occupancy. Cooperate with Owner in devising a plan to allow safe ingress and egress during construction.
- D. Keep driveways and entrances serving the premises clear and available to the Owner and the Owner's employees at all time. Do not use these areas for parking or storage of materials.
- E. The Contractor shall protect all improvements that are to remain from damage. All improvements and ground areas damaged during construction shall be restored to like new work.
- F. The Contractor shall limit staging areas to prevent scattering of construction materials and equipment throughout site. The Contractor shall indicate at the Pre-construction meeting the location and limits of staging areas that he anticipates utilizing for approval by Owner.
- G. Site Safeguards: It shall be the Contractor's responsibility to take all prudent and reasonable measures and to comply with the local codes and governing jurisdictions to provide such safeguards as necessary to maintain the construction site and adjacent areas as well as the work in progress in a manner so as to protect the work person and the public from harm resulting from the construction work and related operations.
- H. The Contractor shall strictly prohibit weapons, drugs, alcohol, and tobacco products in all school buildings and on school property. A dress code that requires all construction personnel to wear shirts at all times (without slogans) will be strictly enforced. No use of any type of tobacco products shall be permitted on school grounds at any time.
- I. The Contractor shall give the Owner and Architect a minimum of thirty-six (36) hours' notice that work will be performed on a weekend or a holiday.
- J. Maintain the existing building in a weathertight condition throughout the construction period. Immediately repair damage caused by construction operations. Take all precautions necessary to protect the building and building occupants during the construction period.

#### 1.6 OWNER OCCUPANCY

- A. The Owner will occupy the site and the existing building during the entire construction period. Cooperate with the Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the work so as not to interfere with the Owner's daily operations.

#### 1.7 JOB SITE TRAFFIC CONTROL

- A. Construction traffic shall obey all traffic requirements as posted within the school site. Where speed limits are not posted, limit speeds to no greater than 10 mph.

- B. Construction deliveries to the site shall be coordinated so as to not interfere with school bus traffic. The Contractor shall confirm the bus schedule with the School Principal.

**1.8 REGULATORY REQUIREMENTS**

- A. Permits: Apply for, obtain, and pay for permits required to perform the work. Submit copies of all permits and approvals to the owner within 2 weeks after receipt of Owner's contract, letter of intent to award, or notice to proceed.
- B. Codes: Comply with all applicable codes and regulations of authorities having jurisdiction. Submit copies of inspection reports, notices and similar communication to the Owner upon completion of the project, along with final pay request and copies of release of liens as a part of the required close-out documents.

**1.9 TIME OF COMPLETION AND LIQUIDATED DAMAGES**

- A. If all the contract work is not completed in all parts and requirements within the timeframe stipulated below and specified in the contract documents, the Owner shall have the right to grant or deny an extension of time for completion, as may seem best to serve the interest of the Owner. The Contractor shall not be assessed with liquidated damages during any delay in the completion of the work caused by acts of God or of the Public Enemy, acts of the State, fire not due to acts of contractors, of subcontractors, floods, epidemics, quarantine, restrictions, strikes, freight embargo or unusually severe weather, delays of subcontractors due to such causes, or work suspensions directed by the Owner provided that the Contractor shall, within ten (10) days from the beginning of such delay, notify the Owner, in writing, of the cause of the delay. Unusually severe weather delays shall be calculated based on the amount of weather days anticipated by NOAA Historical Weather Charts over a given period of time. The Owner will ascertain the facts and the extent of the delay, if any, and the finding thereon shall be final and conclusive. If the Owner deems it appropriate to assess the contractor liquidated damages, such damages shall be amount of \$500 per day.
- B. All work over student occupied areas must be substantially complete no later than 60 calendar days after Notice to Proceed, and must achieve Final Completion no later than 30 days after substantial completion. Any work on these roof areas that is not 100% complete by the established deadline will have to be performed after hours or on weekends when school is not in session and at no additional cost to the Owner.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION

**SECTION 01 01 50 – ITEMS OF SPECIAL NOTE**

**PART 1: GENERAL**

**1.01 SUMMARY:**

- A. This Section is not exclusive but is intended to highlight areas of the Contract Documents that may be unique in their requirements.

**1.02 ITEMS:**

- A. Conflicts in the Contract Documents which are not clarified by request from a bidder during the bidding phase shall result in the most expensive solution. See Section 00 22 13, 3.2.4.
- B. Failure to provide the required post-bid information and regularly updated project schedules and schedule of values shall result in non-approval of requests for payment.
- C. Internet access from the Contractor's office is a requirement of this Contract.
- D. For submittals of all shop drawings, product data, samples, and other data, if all special submittal requirements as outlined in Section 01 33 00 are not met, these submittals will be returned to the Contractor unchecked and with no comments for resubmittal in accordance with all requirements.
- E. No exceptions will be made for project closeout procedures as outlined in Section 01 70 00. Contractor shall prepare the first punch list as required prior to the Architect's first closeout visit. All submittals shall be made in the proper order and at the proper time as outlined. The Contractor will be required to pay for additional Substantial Completion and Full Completion trips to the site by the Architect as outlined.
- F. The Contract Documents call for the Contractor to keep a record of all changes made to the project during construction. These record documents are required to be kept on a set of hard copy drawings. The drawings are to be turned over to the Architect at Substantial Completion of the Project.
- G. All inserts in masonry for anchoring equipment and other items to those walls shall be steel inserts of appropriate type and size epoxied into the wall with an approved epoxy acrylate structural adhesive unless otherwise noted. Lead and plastic expansion devices will not be permitted.

**PART 2: PRODUCTS – Not Used**

**PART 3: EXECUTION – Not Used.**

**END OF SECTION**



**SECTION 01 02 60 - UNIT PRICES**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. This Section specifies administrative and procedural requirements for unit prices.
- B. A unit price is an amount established by the Contract Documents and stated herein as a price per unit of measurement for materials or services that will be added to or deducted from the Contract Sum by Change Order in the event the estimated quantities of Work required by the Contract Documents are increased or decreased.
- C. Unit prices include all necessary material, overhead, profit and applicable taxes. No additional mark-ups or compensation will be paid by the Owner.
- D. Refer to individual Specification Sections for construction activities requiring the establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.
- E. Quantities will be tracked on a daily basis by the Contractor, and the Contractor will notify the Architect and/or Owner's Representative the same day when Unit Price items are incurred. The Contractor shall keep a daily log, photographs, marked up roof plans and running total of areas of roof deck replacement/treatments and provide a copy to the Owner on a daily basis.

**1.3 SCHEDULE**

- A. A "Unit Price Schedule" is included at the end of this Section. Specification Sections referenced in the Schedule contain requirements for materials and methods described under each unit price.
- B. The Owner reserves the right to reject the Contractor's measurement of work-in-place that involves use of established unit prices, and to have this Work measured by an independent surveyor acceptable to the Contractor at the Owner's expense.

**1.4 COSTS**

- A. No change order involving unit prices will be paid unless the Owner's representative approves the change order prior to the work being performed.

**PART 2 - PRODUCTS (Not Applicable)**

PART 3 - EXECUTION

3.1 UNIT PRICE SCHEDULE:

| Description   | Unit |
|---|------|
| Removal and replacement of deteriorated 1 × 4 wood blocking   | LF   |
| Removal and replacement of deteriorated 1 × 6 wood blocking   | LF   |
| Removal and replacement of deteriorated 1 × 8 wood blocking   | LF   |
| Removal and replacement of deteriorated 1 × 10 wood blocking  | LF   |
| Removal and replacement of deteriorated 2 × 4 wood blocking   | LF   |
| Removal and replacement of deteriorated 2 × 6 wood blocking   | LF   |
| Removal and replacement of deteriorated 2 × 8 wood blocking   | LF   |
| Removal and replacement of deteriorated 2 × 10 wood blocking  | LF   |
| Removal and replacement of deteriorated or damaged tectum plank roof deck <b>(include 500 square feet in base bid price)</b>            | SF   |
| Treatment of deteriorated metal deck including cleaning, priming and painting of deteriorated deck surface with a rust inhibitive paint | SF   |
| Removal and replacement of deteriorated metal decking   | SF   |
| Tuck pointing by compacting brick mortar joint with non-shrinking mortar  | LF   |

Note: Existing wood nailers, decking and/or roof drains damaged by the construction process shall be replaced by the Contractor at no additional cost to the Owner – Unit Prices shall not apply.

3.2 REDUCTIONS IN QUANTITIES OF WORK

- A. Should less work be required than that required by the Contract Documents, reductions in the Contract Sum will be adjusted by unit prices established above, less ten (10) percent.

END OF SECTION

**SECTION 01 03 50 - MODIFICATION PROCEDURES**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

**1.2 SUMMARY**

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

**1.3 RELATED SECTIONS**

- A. The following sections contain requirements that relate to this section:
  - 1. Division 1 - Section "Submittals"
  - 2. Division 1 - Section "Schedules, Reports, Payments"
  - 3. Division 1 - Section "Substitutions"

**1.4 MINOR CHANGES IN THE WORK**

- A. Supplemental instructions authorizing minor changes in the Work, not involving an adjustment to the Contract Sum or Contract Time, will be issued by the Architect on AIA form G710, Architects' Supplemental Instructions.

**1.5 CHANGE ORDER PROPOSAL REQUESTS**

- A. Owner-Initiated Proposal Requests:
  - 1. Proposed changes in the Work that will require adjustment to the Contract Sum or Contract Time will be issued by the Architect, with a detailed description of the proposed change and supplemental or revised Drawings and Specifications, if necessary. Proposal requests issued by the Architect are for information only. Do not consider them instruction either to stop work in progress, or to execute the proposed change. Unless otherwise indicated in the proposal request, within 10 days of receipt of the proposal request, submit to the Architect for the Owner's review an estimate of cost necessary to execute the proposed change.
  - 2. Include a list of quantities of products to be purchased and unit costs, along with the total amount of purchases to be made. Where requested, furnish survey data to substantiate quantities.
  - 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
  - 4. Include a statement indicating the effect the proposed change in the Work will have on the Contract Time.
  - 5. Comply with requirements in the Division 1 Section "Product Substitutions" if the proposed change requires substitution of one product or system for a product or system specified.

6. Where modifications involve the work of subcontractors, provide copies of the subcontractor's proposals on the subcontractor's standard company forms or company letterhead.

**B. Contractor-Initiated Change Order Proposal Requests**

1. When latent or other unforeseen conditions require modifications to the Contract, the Contractor may propose changes by submitting a request for a change to the Architect.
2. Include a statement outlining the 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 Contract Time.
3. Include a list of quantities of products to be purchased and unit costs along with the total amount of purchases to be made. Where requested, furnish survey data to substantiate quantities.
4. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.

- C. Proposal Request Form: Use AIA Document G709 for Change Order Proposal Requests. All Proposal Request forms must be numbered consecutively, whether Owner or Contractor generated.

**1.6 CONSTRUCTION CHANGE DIRECTIVE**

- A. Construction Change Directive: When the Owner and the Contractor disagree on the terms of a Proposal Request, the Architect may issue a Construction Change Directive on AIA Form G714. The Construction Change Directive instructs the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.

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

- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive as outlined in the Supplementary General Conditions.

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

**1.7 CHANGE ORDER PROCEDURES**

- A. Upon the Owner's approval of a Change Order Proposal Request, the Architect will issue a Change Order for signatures of the Owner and Contractor on AIA Form G701, as provided in the Conditions of the Contract.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION

**SECTION 01 04 00 - PROJECT COORDINATION**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. This Section specifies administrative and supervisory requirements necessary for Project coordination including, but not necessarily limited to:
  - 1. Superintendent, Administrative and supervisory personnel.
  - 2. Coordination.
  - 3. General installation provisions.
  - 4. Cleaning and protection.
  - 5. Conservation and salvage.
- B. Superintendent: The Contractor shall employ a full time, competent superintendent and necessary assistants who must be in attendance at the Project site during performance of the Work, including through the Punch List period until Final Acceptance. The superintendent shall be, as a minimum, a senior supervisory foreman who shall be limited to not more than four (4) hours of hands-on work and shall provide four (4) hours or more each day of supervision and coordination of all trades and craftsmen.

**1.3 COORDINATION**

- A. Coordination: Coordinate construction activities included under various Sections of these Specifications to assure efficient and orderly installation of each part of the Work. Coordinate construction operations included under different Sections of the Specifications that are dependent upon each other for proper installation, connection, and operation.
  - 1. Where installation of one part of the Work is dependent on installation of other components, either before or after its own installation, schedule construction activities in the sequence required to obtain the best results.
  - 2. Where availability of space is limited, coordinate installation of different components to assure maximum accessibility for required maintenance, service and repair.
  - 3. Make adequate provisions to accommodate items scheduled for later installation.
  - 4. Where necessary, prepare memoranda for distribution to each party involved outlining special procedures required for coordination. Include such items as required notices, reports, and attendance at meetings.
    - a. Prepare similar memoranda for the Owner, Architect and separate Contractors where coordination of their Work is required.

B. Administrative Procedures:

1. Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
  - a. Preparation of schedules.
  - b. Installation and removal of temporary facilities.
  - c. Delivery and processing of submittals.
  - d. Project Close-out activities.

C. Conservation:

1. Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.
2. Salvage materials and equipment involved in performance of, but not actually incorporated in, the Work. Refer to other sections for disposition of salvaged materials that are designated as Owner's property.

1.4 SUBMITTALS

- A. Staff Names: Within fifteen (15) days of Notice to Proceed, submit a list of the Contractor's principal staff assignments, including the Superintendent and other personnel in attendance at the site; identify individuals, their duties and responsibilities; list their addresses and telephone numbers. The home phone numbers of company presidents for all subcontractors (if any) shall be provided for use during emergency situations. The Project Superintendent shall be identified prior to the pre-construction conference and must be in attendance for all required meetings through Final Acceptance.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 GENERAL INSTALLATION PROVISIONS

- A. Inspection of Conditions: 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. Manufacturer's Instructions: Comply with manufacturer's installation instructions and recommendations, to the extent that those instructions and recommendations are more explicit or stringent than requirements contained in Contract Documents.
- C. Inspect: Materials or equipment immediately upon delivery and again prior to installation. Reject damaged and defective items.

- D. Anchorage: Provide attachment and connection devices and methods necessary for securing Work. Secure Work true to line and level. Allow for expansion and building movement.
- E. Quality Control: Provide uniform joint widths in exposed Work. Arrange joints in exposed Work to obtain the best visual effect. Refer questionable choices to the Architect for final decision. Recheck measurements and dimensions, before starting each installation. Install each component during weather conditions and Project status that will ensure the best possible results. Isolate each part of the completed construction from incompatible material as necessary to prevent deterioration. 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. During handling and installation, clean and protect construction in progress and adjoining materials in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion. Clean and maintain completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- B. Limiting Exposures: Supervise construction activities to ensure 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.
  - 2. Excessively high or low temperatures and/or humidity.
  - 3. Water and/or ice.
  - 4. Solvents and/or Chemicals.
  - 5. Puncture and/or Abrasion.
  - 6. Heavy traffic, unusual wear or other misuse
  - 7. Soiling, staining and corrosion.
  - 8. Contact between incompatible materials.
  - 9. Excessive weathering.
  - 10. Unprotected storage.
  - 11. Improper shipping or handling.
  - 12. Theft or Vandalism.

END OF SECTION

**SECTION 01 04 50 - CUTTING AND PATCHING**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. This Section specifies administrative and procedural requirements for cutting and patching.
- B. Refer to other Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.
- C. Demolition: Demolition of the existing roof system is included in Section 02 07 00 - Selective Demolition.

**1.3 SUBMITTALS**

- A. Submit the following in accordance with conditions of the Contract and Division 1 specification Section 01 33 00 – Submittals.
  - 1. Cutting and Patching Proposal:
    - a. Where approval of procedures for cutting and patching is required before proceeding, submit a proposal describing procedures well in advance of the time cutting and patching will be performed and request approval to proceed. Include the following information, as applicable, in the proposal:
    - b. Describe the extent of cutting and patching required and how it is to be performed.
    - c. Describe anticipated results in terms of changes to construction; include changes to structural elements and operating components.
    - d. Indicate dates when cutting and patching is to be performed.
    - e. List utilities that will be disturbed or affected, including those that will be relocated and those that will be temporarily out-of-service. Indicate how long service will be disrupted.
    - f. Where cutting and patching involves addition of reinforcement to structural elements, submit details and engineering calculations to show how reinforcement is integrated with the original structure.

**1.4 QUALITY ASSURANCE**

- A. Requirements for Structural Work: Do not cut and patch structural elements in a manner that would reduce their load-carrying capacity or load-deflection ratio. Obtain approval of the cutting and patching proposal before cutting and patching the following structural elements:
  - 1. Bearing and retaining walls.
  - 2. Structural concrete and/or Structural steel.

3. Lintels.
  4. Structural decking.
  5. Miscellaneous structural metals.
  6. Equipment supports.
- B. Operational and Safety Limitations: Do not cut and patch operating elements or safety related components in a manner that would result in reducing their capacity to perform as intended, or result in increased maintenance, or decreased operational life or safety.
- C. Visual Requirements: Do not cut and patch construction exposed on the exterior or in occupied spaces, in a manner that would reduce the building's aesthetic qualities or result in visual evidence of cutting and patching. Remove and replace Work cut and patched in a visually unsatisfactory manner.

## PART 2 – PRODUCTS

### 2.1 MATERIALS

- A. Use materials that are identical to original materials. Use materials whose installed performance will equal or surpass that of original materials.

## PART 3 - EXECUTION

### 3.1 INSPECTION

- A. Before cutting surfaces, examine surfaces to be cut and patched and conditions under which cutting and patching is to be performed. Take corrective action before proceeding, if unsafe or unsatisfactory conditions are encountered. Before proceeding, meet at the 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.

### 3.2 PREPARATION

- A. Temporary Support: Provide temporary support of Work to be cut.
- B. Protection: Protect existing construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of the Project that might be exposed during cutting and patching operations. Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas. Take all precautions necessary to avoid cutting existing pipe, conduit or ductwork serving the building.

### 3.3 PERFORMANCE

- A. General: Employ skilled workmen to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time and complete without delay.
1. Cut existing construction to provide for installation of other components or performance of

other construction activities and the subsequent fitting and patching required to restore surfaces to their original condition.

- B. Cutting: Cut existing construction using methods least likely to damage elements to be retained or adjoining construction. Where possible review proposed procedures with the original installer; comply with the original installer's recommendations.
  - 1. In general, where cutting is required use hand or small power tools designed for sawing or grinding, not hammering and chopping. Cut holes and slots neatly to size required with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
  - 2. To avoid marring finished surfaces, cut or drill from the exposed or finished side into concealed surfaces.
  - 3. Cut through concrete and masonry using a cutting machine such as a carborundum saw or diamond core drill.
  
- C. Patching: Patch with durable seams that are as invisible as possible. Comply with specified tolerances.
  - 1. Where feasible, inspect and test patched areas to demonstrate integrity of the installation.
  - 2. 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.
  - 3. Remove existing floor and wall coverings and replace with new materials, if necessary to achieve uniform color and appearance.
    - a. Where patching occurs in a smooth painted surface, extend final paint coat over entire surface containing the patch, after the patched area has received primer and second coat. Patch, repair or rehang existing ceilings as necessary to provide an even plane surface of uniform appearance. Replace damaged ceiling tiles with units to match original or if not available, replace ceiling tiles with new units throughout space.

### 3.4 CLEANING

- A. Thoroughly clean areas and spaces where cutting and patching is performed or used as access. Remove completely paint, mortar, oils, putty and items of similar nature. Thoroughly clean piping, conduit and similar features before painting or other finishing is applied. Restore damaged pipe covering to its original condition.

END OF SECTION

**SECTION 01 09 50 - REFERENCE STANDARDS AND DEFINITIONS**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

**1.2 DEFINITIONS**

- A. General Explanation: A substantial amount of specification language constitute definitions for terms found in other contract documents, including drawings which must be recognized as diagrammatic in nature and not completely descriptive of requirements indicated thereon. Certain terms used in contract documents are defined generally in this article. Definitions and explanations of this section are not necessarily either complete or exclusive but are general for the work to extent not stated more explicitly in another provision of contract documents.
- B. General Requirements: The provisions or requirements of Division-1 sections apply to entire work of Contract and, where so indicate, to other elements which are included in this project.
- C. Indicated: The term "indicated" refers to graphic representations, notes, or schedules on the Drawings, other paragraphs or schedules in the Specifications, and similar requirements in the Contract Documents. Where terms such as "shown," "noted," "scheduled," and "specified" are used, it is to help the reader locate the reference; no limitation on location is intended.
- D. Directed: Terms such as "directed," "requested," "authorized," "selected," "approved," "required," and "permitted" mean "directed by the Owner," "requested by the Owner," and similar phrases.
- E. Approved: The term "approved," where used in conjunction with the Owner's action on the Contractor's submittals, applications, and requests, is limited to the Architect's duties and responsibilities as stated in General and Supplementary Conditions.
- F. Regulations: The term "Regulations" includes laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, as well as rules, conventions, and agreements within the construction industry that control performance of the Work.
- G. Furnish: The term "furnish" is used to mean "supply and deliver to the Project site, ready for unloading, unpacking, assembly, installation, and similar operations."
- H. Install: The term "install" is used to describe operations at project site including the actual "unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations."
- I. Provide: The term "provide" means "to furnish and install, complete and ready for the intended use."

- J. Installer: An "Installer" is the Contractor or an entity engaged by the Contractor, either as an employee, subcontractor, or sub-subcontractor, for performance of a particular construction activity, including installation, erection, application, and similar operations. Installers are required to be experienced in the operations they are engaged to perform.
- K. Experience: The term "experienced" when used with the term "Installer" means having a minimum of 5 previous Projects similar in size and scope to this Project, being familiar with the precautions required, and having complied with requirements of the authority having jurisdiction.
- L. Trades: Use of titles such as "carpentry" is not intended to 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 tradespersons of the corresponding generic name.
- M. Project Site: Project site is the space available to the Contractor for performance of construction activities, either exclusively or in conjunction with others performing other work as part of the Project. The extent of the Project Site is shown on the Drawings and may or may not be identical with the description of the land upon which the Project is to be built.
- N. Testing Laboratories: A "testing laboratory" is an independent entity engaged to perform specific inspections or tests, either at the Project Site or elsewhere, and to report on and, if required, to interpret results of those inspections or tests.

### 1.3 SPECIFICATION FORMAT AND CONTENT EXPLANATION

- A. Specification Format: These Specifications are organized into Divisions and Sections based on the Construction Specifications Institute's 16-Division format.
- B. Sections and Divisions: For convenience, basic unit of specification text is a "section," each unit of which is named and numbered. These are organized into related families of sections, and various families of sections are organized into "divisions," which are recognized as the present industry-consensus on uniform organization and sequencing of specifications. The section title is not intended to limit meaning or content of section, nor to be fully descriptive of requirements specified therein, nor to be an integral part of text.
- C. Parts of Sections: Each section of specifications has been subdivided into 3 (or less) "parts" for uniformity and convenience (Part 1 - General, Part 2 - Products, and Part 3 - Execution). These do not limit the meaning of and are not an integral part of text which specifies requirements.
- D. Subordination of Text: Portions of specification text are subordinated to other portions in the following (traditional) manner (lowest level to highest):
  - 1. Indented (from left margin) paragraphs and lines of text are subordinate to preceding text which is not indented, or which is indented by a lesser amount.
  - 2. Paragraphs and lines of text are subordinate to sub-article titles, which are printed in upper/lower-case lettering.
  - 3. Sub-articles are subordinate to article titles, which are printed in upper-case lettering.
  - 4. Subordination (if any) of certain sections (or portions of sections) to other sections is described within those sections.

- E. Imperative Language: Used generally in specifications. Except as otherwise indicated, requirements expressed imperatively are to be performed by Contractor. For clarity of reading at certain locations, contrasting subjective language is used to describe responsibilities which must be fulfilled indirectly by Contractor, or when so noted, by others.
- F. Section Numbering: Used to facilitate cross-references in contact documents. Sections are placed in Project Manual in numeric sequence; however, numbering sequence is not complete, and listing of sections at beginning of Project Manual must be consulted to determine numbers and names of specification sections in contact documents.
- G. Page Numbering: Numbered independently for each section; recorded in listing of sections (Index or Table of Contents) in Project Manual. Section number is shown with page number at bottom of each page, to facilitate location of text in Project Manual.
- H. Project Identification: Project number is recorded at top of each page of specifications to minimize possible misuse of specifications, or confusion with other project specifications.
- I. Specification Content: This Specification uses certain conventions in the use of language and the intended meaning of certain terms, works, and phrases when used in particular situations or circumstances. These conventions are explained as follows:
  - 1. Abbreviated Language: Language used in Specifications and other Contract Documents is the abbreviated type. Implied works and meanings will be appropriately interpreted. Singular works will be interpreted as plural and plural words interpreted as singular where applicable and the full context of the Contract Documents so indicates.
  - 2. Imperative Language: Imperative and streamlined language is used generally in the Specifications. Requirements expressed in the imperative mood are to be performed by the Contractor. At certain locations in the text, for clarity, subjective language is used to describe responsibilities that must be fulfilled indirectly by the Contractor, or by others when so noted.
    - a. The words "shall be" shall be included by inference wherever a colon (:) is used within a sentence or phrase.
  - 3. Minimum Quality/Quantity: In every instance, quality level or quantity shown or specified is intended as minimum for the work to be performed or provided. Except as otherwise specifically indicated, actual work may either comply exactly with that minimum (within specified tolerances), or may exceed that minimum within reasonable limits. In complying with requirements, indicated numeric values are either minimums or maximums as noted or as appropriate for context of requirements. Refer instances of uncertainty to Architect for decision before proceeding.

#### 1.4 INDUSTRY STANDARDS

- A. Applicability of Standards: Except where the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents. Such standards are made a part of the Contract Documents by reference.

- B. Publication Dates: Where the date of issue of a referenced standard is not specified, comply with the standard in effect as of date of Contract Documents.
- C. Conflicting Requirements: Where compliance with two or more standards is specified, and the standards establish different or conflicting requirements for minimum quantities or quality levels, refer to requirements that are different, but apparently equal, and uncertainties to the Architect for a decision before proceeding.
  - 1. 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. In complying with these requirements, indicated numeric values are minimum or maximum, as appropriate for the context of the requirements. Refer uncertainties to the Architect for a decision before proceeding.
- D. Copies of Standards: Each entity engaged in construction on the Project is required to be familiar with industry standards applicable to that entity's construction activity. Copies of applicable standards are not bound with the Contract Documents. Where copies of standards are needed for performance of a required construction activity, the Contractor shall obtain copies directly from the publication source. Although copies of standards needed for enforcement of requirements may be included as part of required submittals, the Owner reserves the right to require the Contractor to submit additional copies as necessary for enforcement of requirements.
- E. Abbreviations and Names: Trade association names and titles of general standards are frequently abbreviated. Where such acronyms or abbreviations are used in the Specifications or other Contract Documents, they mean the recognized name of the trade association, standards generating organization, authority having jurisdiction, or other entity applicable to the context of the text provision. Refer to the "Encyclopedia of Associations," published by Gale Research Co., available in most libraries.

## 1.5 SUBMITTALS

- A. Permits, Licenses, and Certificates: For the Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, and similar documents, correspondence, and records established in conjunction with compliance with standards and regulations bearing upon performance of the Work.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION

**SECTION 01 20 00 - PROJECT MEETINGS**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. This Section specifies administrative and procedural requirements for project meeting including but not limited to:
  - 1. Pre-Construction Conference.
  - 2. Preinstallation Conference
  - 3. Progress Meetings

**1.3 PRE-CONSTRUCTION CONFERENCE**

- A. Schedule: Schedule a pre-construction conference and organizational meeting at the Project site or other convenient location no later than fifteen (15) days after execution of the Agreement and prior to commencement of construction activities. Conduct the meeting to review responsibilities and personnel assignments.
- B. Attendees: The Owner, Architect, the Contractor and its superintendent, major subcontractors, manufacturers, suppliers and other concerned parties shall each be represented at the conference by persons familiar with and authorized to conclude matters relating to the Work.
- C. Agenda: Discuss items of significance that could affect progress including such topics as:
  - 1. Verify distribution of bond and insurance certificates.
  - 2. Establish start date and completion date if not yet established.
  - 3. Tentative construction schedule.
  - 4. Critical Work sequencing.
  - 5. Designation of responsible personnel.
  - 6. Procedures for processing field decisions and Change Orders.
  - 7. Procedures for processing Applications for Payment.
  - 8. Establish date of progress meetings
  - 9. Distribution of Contract Documents.
  - 10. Submittal of Shop Drawings, Product Data and Samples.
  - 11. Use of the premises and Parking availability.
  - 12. Safety procedures and First aid.
  - 13. Security.
  - 14. Housekeeping.
  - 15. Working hours.
  - 16. Preparation of record documents.

17. Office, work and storage areas.
18. Utility coordination.
19. Equipment deliveries and priorities.
20. Hazardous materials.

- D. Prepare and distribute copies of the minutes of the meeting to each entity present and to others who should have been present. Include all items outlined by the Owner and Architect.

#### 1.4 PROGRESS MEETINGS

- A. Conduct progress meetings at the Project Site at regular intervals. Architect will notify the Owner and the Contractor of scheduled meeting dates. Coordinate dates of meetings with preparation of the payment request.
- B. Attendees: Representatives of the Owner, Contractor and the Architect, shall be represented at these meetings. All participants at the conference shall be familiar with the Project and authorized to conclude matters relating to the Work.
- C. Agenda: Review and correct or approve minutes of the previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to the status of the Project.
  1. Contractor's Construction Schedule: Review progress since the last meeting. Determine where each activity is in relation to the Contractor's Construction Schedule, whether on time or ahead or behind 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.
- D. Reporting (Meeting Minutes by Contractor): No later than three (3) days after each meeting, distribute minutes of the meeting to each party present and to parties who should have been present. Include a brief summary, in narrative form, of progress since the previous meeting and report.
  1. Schedule Updating: Review the Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue the revised schedule concurrently with the report of each meeting.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION

**SECTION 01 31 00 - SCHEDULES, REPORTS, PAYMENTS**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

**1.2 COORDINATION**

- A. Coordinate both the listing and timing of reports and other activities required by provisions of this and other sections, so as to provide consistency and logical coordination between the reports. Maintain coordination and correlation between separate reports by updating at monthly or shorter time intervals. Make appropriate distribution of each report and update report to all parties involved in the work.

**1.3 PROGRESS MEETINGS, REPORTING**

- A. General: In addition to specific coordination and pre-installation meetings for each element of work, and other regular project meetings held for other purposes, hold a general progress meeting each week, unless otherwise directed by the Architect. Require each entity then involved in planning, coordination or performance of work to be properly represented at each meeting. Review each entity's present and future needs including interface requirements, time, sequences, delivered, access, site utilization, temporary facilities and services, hours of work, hazards and risks, housekeeping, change orders, and documentation of information for payment requests. Discuss whether each element of current work is ahead of schedule, on time, or behind schedule in relation with updated progress schedule. Determine how behind-schedule work will be expedited, and secure commitments from entities involved in doing so. Discuss whether schedule revisions are required to ensure that current work and subsequent work will be completed within Contract Time. Review everything of significance which could affect progress of the work.
- B. Initial Progress Meeting: Schedule initial progress meeting, recognized as "Pre-Construction Meeting," for a date not more than fifteen (15) days after date of commencement of the work. Use it as an organizational meeting, and review responsibilities and personnel assignments.
- C. Reporting: Within three (3) days after each progress meeting date, distribute copies of minutes-of-the-meeting to each entity present and to others who should have been present. Include brief summary (in narrative form) of progress of the work since previous meeting and report.

**1.4 PAYMENT REQUESTS**

- A. General: Except as otherwise indicated, the progress payment cycle is to be regular. Each application must be consistent with previous applications and payments. Certain applications for payment, such as the initial application, the application at substantial completion, and the final payment application involve additional requirements. As-built drawings will be reviewed at each pay request meeting.

- B. Payment Application Times: The "date" for each progress "payment" is as indicated in the General Conditions of the Contract or, if none is indicated therein, it is the last day of each month. The period of construction work covered by each payment request is the period ending fifteen (15) days prior to date for each progress payment, and starting day following end of preceding period.
- C. Payment Application Forms: AIA Document G702 and Continuation Sheets; available from "Publications, a Division of The AIA Service Corporation," 1735 New York Avenue, NW, Washington, DC 20006 (also available at most local AIA chapter offices).
- D. Application Preparation: Except as otherwise indicated, complete every entry provided for on the form, including notarization and execution by authorized persons. Incomplete applications will be returned without action. Entries must match current data of schedule of values and progress schedule and report. Listing must include amounts of change orders issued prior to last day of the "period of construction" covered by application.
- E. Initial Payment Application: The principal administrative actions and submittals which must precede or coincide with submittal of contractor's first payment application can be summarized as follows, but not necessarily by way of limitation:
1. Approved schedule of values.
  2. Listing of approved subcontractors and principal suppliers and fabricators.
  3. Listing of approved Contractor's staff assignments and principal consultants.
  4. Copies of acquired building permits and similar authorizations and licenses from governing authorities for current performance of the work.
  5. Completed submittal register indicating the Contractor's planned submittal dates.
  6. Approved construction schedule for the Work.
  7. Initial progress meeting report.
  8. Performance and/or payment bonds.
- F. Application at Time of Substantial Completion: Following issuance of final "certificate of substantial completion," and also in part as applicable to prior certificates on portions of completed work as designated, a "special" payment application may be prepared and submitted by Contractor. The principal administrative actions and submittals which must proceed or coincide with such special applications are summarized in the General Conditions of the Contract. In addition, the Contractor shall submit a listing of Contractor's incomplete work.
- G. Final Payment Application: The administrative actions and submittals which must precede or coincide with submittal of contractor's final payment application are summarized in the General Conditions of the Contract. In addition, administrative actions and submittals that must precede or coincide with submittal of the final Application for Payment include the following:
1. Completion of Project closeout requirements.
  2. Completion of items specified for completion after Substantial Completion.
  3. Ensure that unsettled claims will be settled.
  4. Proof that taxes, fees, and similar obligations were paid.
  5. Removal of temporary facilities and services.
  6. Removal of surplus materials, rubbish, and similar elements and submittal of related documents.
  7. Final punch list items completed.

- H. Application Transmittal: Submit five (5) executed copies of each payment application, one (1) copy of which is completed with waivers of lien and similar attachments. Transmit each copy with a transmittal form listing those attachments, and recording appropriate information related to application in a manner acceptable to Architect. Transmit one (1) copy to Owner and four (4) copies to the Architect by means ensuring receipt within twenty-four (24) hours.

1.5 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Prepare and submit a fully developed schedule of the work in accordance with the General Conditions of the Contract.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 CORRESPONDENCE, REPORTS AND TRANSMITTALS

- A. The Contractor shall forward all correspondence, reports and transmittals directly to the Architect. The Contractor shall forward two (2) copies of all correspondence, reports and transmittals directly to the Owner.

END OF SECTION

**SECTION 01 33 00 – SUBMITTALS AND SUBMITTAL PROCEDURES**

**PART 1 – GENERAL**

**1.1 RELATED DOCUMENTS:**

- A. General Conditions, Supplementary General Conditions and other sections of Division 1 of these specifications govern all work hereunder.
- B. This section includes requirements for the submittal schedule and administrative and procedural requirements for submitting shop drawings, product data, samples, and other submittals.

**1.2 RELATED WORK SPECIFIED ELSEWHERE:**

-

- A. Payment Procedures and Submittals: Section 01 31 00.
- B. Submittal Schedule: Section 01 33 00.
- C. Operation and Maintenance Data: Section 01 70 00.
- D. Record Documents: Section 01 70 00.

**1.3 SUBMITTAL ADMINISTRATIVE REQUIREMENTS:**

- A. Coordination: Coordinate preparation and processing of all submittals with performance of construction activities so as to cause no delays in the progress of the project.
  - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
  - 2. Submit all submittal items required for each specification section concurrently unless partial submittals for portions of the work are indicated on the approved submittal schedule.
  - 3. Coordinate transmittal of different types of submittals for related portions of the work so processing will not be delayed, because of need to review submittals concurrently for proper coordination.
  - 4. The Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until all related submittals are received.
- B. Processing Time: Contractor shall allow sufficient time for submittal review, including time for resubmittals as may be required. Time for review shall commence on Architect's (or consultant's) receipt of submittal. No extension of the Contract time will be authorized because of failure to transmit submittals enough in advance of work to permit processing, including resubmittals.
  - 1. Allow fifteen (15) calendar 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 with another submittal.
  - 2. If an intermediate submittal is required, process it in the same manner as initial submittal.
  - 3. Allow fifteen (15) calendar days for review of each subsequent resubmittal.

4. Where sequential review of submittals by Architect's consultants, Owner, or other parties is indicated or required, allow twenty-one (21) calendar days for initial review of each submittal.
- C. Options: All submittals shall clearly identify any and all options requiring selection by the Architect or Engineer.
- D. Deviations and Additional Information: On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those required by Architect from previous submittals, and deviations from requirements in the Contract Documents, including variations and limitations. Include same identification information as on the related submittal.
- E. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, material suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for proper performance of construction activities. Indicate distribution on transmittal forms.
- F. Use for Construction: Retain complete copies of all submittals on Project site. Use only final submittals that are permanently marked with the completed approval stamp or other approval notation of the Architect.

#### 1.4 ELECTRONIC SUBMITTALS:

- A. In lieu of hard copy submittals of shop drawings and product data, provide electronic PDF files for all submittals of shop drawings to the Architect. Identify and incorporate information in each electronic submittal file as follows:
  1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single specification section and transmittal form with links enabling navigation to each item.
  2. Name file with a submittal number or other unique identifier, including revision identifiers as required.
    - a. File name shall use project identifier and specification section number followed by a decimal point and then a sequential number (e.g., WWMS-061000.01). Resubmittals shall include an alphabetical suffix after another decimal point (e.g., WWMS-061000.01.A).
  3. Provide means for insertions to permanently record the Contractor's review and approval markings and for markings for actions taken by the Architect.
  4. Transmittal form for electronic submittals shall contain the same information as required for paper or other submittals as indicated in Subparagraph 1.04 D. above.
- B. Provide actual samples of all products where review of color samples is required. Electronically scanned and reproduced images of material products, textures, patterns and colors will not be accepted. These color samples are the only submittals that require actual samples. All other submittals are required to be provided electronically. Provide two sets of all color samples. One set will be returned to the Contractor and one set will be retained by the Architect.

1.5 SUBMITTAL PROCEDURES:

- A. Shop drawings, product data and samples shall be submitted wherever required in any division or section of the specifications. Comments will be made electronically on the PDF submitted and will be returned to the Contractor with the Architect's transmittal attached for distribution to the required parties. In addition, the Contractor will provide a maximum of two paper copies of all Submittals to the Owner as agreed upon with the Owner at the outset of the Project.
- B. All submittals shall be identified with the complete name of the project, Owner's project identification number, Architect's name, Architect's commission number and the specification section and paragraph number. The specific items intended for use in the project shall be clearly identified. All related items shall be submitted at one time and shall be fully coordinated prior to submission.
- C. All submittals shall have the name, address and telephone number of the company submitting the data, date of preparation and scale(s) of drawings.
- D. Each submittal shall be accompanied by a transmittal letter listing the contents of the submittal and providing information noted in Subparagraph 1.05 B. above. Product data and other material that cannot be conveniently labeled shall be bound in suitable covers bearing proper identification. Submitting multiple non-related products under one transmittal letter will not be permitted.
- E. Shop drawings and data shall be complete in every detail sufficient to show each component, how components relate to each other and to other adjacent work shown on the Contract Documents, and as required to fully describe the installation. Clearly indicate any work that is "By Others". Data shall show how all items submitted are to be fastened in place, including types of fasteners, clips and anchors.
- F. Only shop drawings and data checked and marked "Approved" or "Approved As Noted" by Contractor will be accepted for review. Do not submit shop drawings that have not been thoroughly reviewed by the Contractor. Shop drawings that have not been reviewed by the Contractor will be returned marked "Rejected."
- G. The Architect will review, stamp and note all shop drawings, product data and samples on the following basis:
  - 1. Any submittal considered "NO EXCEPTIONS TAKEN" or "MAKE CORRECTIONS NOTED" will be marked by the Architect and returned to the Contractor. No resubmittal of material so marked will be required unless requested by the Architect. If so checked, fabrication may be undertaken. Approval does not authorize changes to contract sum unless stated in separate letter or change order.
  - 2. Any submittal considered "AMEND AND RESUBMIT" will be so marked, stamped and noted by the Architect and returned to the Contractor.
  - 3. Any submittal not properly submitted or identified, or if marked "REJECTED - SEE REMARKS" by the Architect, will be returned to the Contractor unmarked and with a letter from the Architect stating the basic reason for the action taken.
  - 4. Shop drawings that do not meet all the requirements herein outlined or that are incomplete or with insufficient data will be returned without action and unmarked, and with a letter stating the basic reason for the action taken.

5. Resubmitted shop drawings, product data and samples, when required, shall be in the same quantities as the original submittal.
- H. Except for pre-printed product data, all shop drawing submittals shall be made in the following manner:
  1. For each drawing, submit one scanned page per drawing. All pages of shop drawings will be combined into one electronic file.
  2. After review, Architect will return the file to the Contractor with any applicable notations, transmittal and an appropriate stamp.
  3. The Contractor shall be responsible for prints required for the work. These prints shall be from the final notated electronic file bearing the notations and stamp of the Architect.
- I. Shop drawings for this project shall be submitted separately from those of any other project which may be bid or constructed at the same time.
- J. Contractor is advised and requested to submit all color, texture, finish and pattern palettes and color chips to Architect as soon as possible after the date of the Contract to avoid delay in fabrication and delivery of items requiring color selection. **No color selections will be made until complete color palettes for all materials requiring selection of colors and finishes have been received by the Architect. Selections for interior colors, etc., and for exterior colors, etc., may be made by Architect on different schedules in order to expedite selections.**
- K. All shop drawings, product and other data, samples, etc., shall be submitted in a timely manner to cause no delay in the project.
- L. Submittals not required by the Contract Documents may be returned to the Contractor without action and unmarked.
- M. Material safety data sheets need not be submitted, nor will they be reviewed or marked by the Architect. However, certification that these sheets are present at the job site and available for use in compliance with all applicable laws and regulations shall be submitted in their stead. At final completion of the project, all material safety data sheets for materials used in the project shall be turned over to the Owner.
- N. Subject to other requirements in this Paragraph 1.05, Architect will review, mark and stamp the original submittal and up to two (2) resubmittals as part of his obligation under the Contract. Additional submittals required to be reviewed by the Architect due to the failure of those submittals' ability to meet the project requirements will be reviewed by the Architect at the expense of the Contractor. Cost of such reviews will be deducted from the Contract price by Change Order.

## PART 2 – PRODUCTS

### 2.1 SAMPLES:

- A. All samples submitted, where required or requested in any individual Specification section, shall be the same materials, model numbers, finishes, etc., as submitted in the shop drawings and product data and shall show all features of the product as required to enable the Architect to

determine that the product submitted meets all requirements of the specifications.

**2.2 COLOR AND TEXTURE SAMPLES:**

- A. All color and texture samples submitted for the use of the Architect in making color and texture selections shall be actual materials showing integral color and texture and shall be submitted in a complete range of colors and textures available from the selected manufacturer.
- B. Color samples for materials with factory applied paint shall consist of actual paint applied to the same substrate as used for the project. Other color samples shall be actual fabric or other material and in a complete range of colors and patterns available from the selected manufacturer. Color samples for paints in Section 09900 shall be actual paint chips as supplied by the paint manufacturer.
- C. Color, texture and pattern charts printed in published in printed brochures or other literature are not acceptable. Color, texture and pattern samples may not be submitted digitally.
- D. Upon completion of color schedules for interior and for exterior materials, and their approval by the Owner, Architect will forward complete schedules of colors, textures and patterns for the entire project, one for interior products and one for exterior products. See Subparagraph 1.04 J. above.

PART 3 – SUBMITTAL LIST (Not Applicable)

END OF SECTION

**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 1 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-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 quality-control procedures that facilitate compliance with the Contract Document requirements.
  - 3. Requirements for Contractor to provide quality-control services required by Architect, Owner, Program/Construction Manager, or authorities having jurisdiction are not limited by provisions of this Section.
- C. Related Sections include the following:
  - 1. Division 1 Section "Cutting and Patching" for repair and restoration of construction disturbed by testing and inspecting activities.
  - 2. Divisions 2 through 16 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 ensure that proposed construction complies with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that completed construction complies with requirements. Services do not include contract enforcement activities performed by Architect or Program/Construction Manager.
- C. Mockups: Full-size, physical example assemblies to illustrate finishes and materials. 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. Mockups establish the standard by which the Work will be judged.

- D. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

1.4 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.

1.5 SUBMITTALS

- A. Qualification Data: For testing agencies specified in Article 1.6 "Quality Assurance" 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. Delegated-Design Submittal: In addition to Shop Drawings, Product Data, and other required submittals, submit 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, indicating that the products and systems are in compliance with performance and design criteria indicated. Include list of codes, loads, and other factors used in performing these services.
- C. 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.
- D. 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. Ambient 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.

- E. 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. 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.
- B. 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.
- C. 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.
- D. 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.
- 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 similar regulations governing the Work, nor interfere with local trade-union jurisdictional settlements and similar conventions.
- G. Testing Agency Qualifications: An agency with the experience and capability to conduct testing and inspecting indicated, as documented by ASTM E 548, and that specializes in types of tests and inspections to be performed.
- H. Preconstruction Testing: Testing agency shall perform preconstruction testing for compliance with specified requirements for performance and test methods.
  - 1. Contractor responsibilities include the following:
    - a. Provide test specimens and assemblies representative of proposed materials and construction. Provide sizes and configurations of assemblies to adequately demonstrate capability of product to comply with performance requirements.

- b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
    - c. Fabricate and install test assemblies using installers who will perform the same tasks for Project.
    - d. When testing is complete, remove assemblies; do not reuse materials on Project.
  2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect, through the Program/Construction Manager, 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.
- I. 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 or the Program/Construction Manager.
  2. Notify Architect and the Program/Construction Manager seven (7) 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 and Program/Construction Manager's approval of mockups before starting work, fabrication, or construction.
  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.

#### 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 the types of testing and inspecting they are engaged to perform.
  2. 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, and the Contract Sum will be adjusted by Change Order.
- B. Contractor Responsibilities: Unless otherwise indicated, provide quality-control services specified and required by authorities having jurisdiction.
  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 the 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. Special Tests and Inspections: Owner will engage a testing agency to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner.
1. Testing agency will notify Architect, Program/Construction Manager, and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
  2. Testing agency will submit a certified written report of each test, inspection, and similar quality-control service to Architect, through the Program/Construction Manager, with copy to Contractor, Owner and to authorities having jurisdiction.
  3. Testing agency will submit a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
  4. Testing agency will interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.
  5. Testing agency will retest and reinspect corrected work.
- D. 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.
- E. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that revised or replaced Work that failed to comply with requirements established by the Contract Documents.
- F. Testing Agency Responsibilities: Cooperate with Architect, Program/Construction Manager, and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
1. Notify Architect, Program/Construction Manager, and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
  2. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
  3. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service.
  4. Do not release, revoke, alter, or increase requirements of the Contract Documents or approve or accept any portion of the Work.
  5. Do not perform any duties of Contractor.
- G. 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.
- H. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and quality-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.
- I. 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, Program/Construction Manager, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 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 Sections of these Specifications. Restore patched areas and extend restoration into adjoining areas in a manner that eliminates evidence of patching.
  2. Comply with the Contract Document requirements for Division 1 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

**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 1 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. This Section includes requirements for temporary facilities, including temporary utilities.

**1.3 DEFINITIONS**

- A. Permanent Enclosure: As determined by Architect, permanent or temporary roofing is complete, insulated, and weather tight; exterior walls are insulated and weather tight; and all openings are closed with permanent construction or substantial temporary closures.

**PART 2 - PRODUCTS**

**2.1 MATERIALS**

- A. General: Provide new materials. Undamaged, previously used materials in serviceable condition may be used if approved by Architect. Provide materials suitable for use intended.
- B. Lumber and Plywood: Comply with requirements in Division 6 Section "Rough Carpentry".
- C. Paint: Comply with requirements in Division 9 Section "Painting."
- D. Tarpaulins: Fire-resistive labeled with flame-spread rating of 15 or less.
- E. Water: Potable.

**2.2 EQUIPMENT**

- A. Fire Extinguishers: Hand carried, portable, UL rated. Provide class and extinguishing agent as indicated or a combination of extinguishers of NFPA-recommended classes for exposures.
  - 1. Comply with NFPA 10 and NFPA 241 for classification, extinguishing agent, and size required by location and class of fire exposure.
- B. Self-Contained Toilet Units: Single-occupant units of chemical, aerated recirculation, or combustion type; vented; fully enclosed with a glass-fiber-reinforced polyester shell or similar nonabsorbent material.
- C. Drinking-Water Fixtures: Containerized, tap-dispenser, bottled-water drinking-water units, including paper cup supply. Where power is accessible, provide electric water coolers to

maintain dispensed water temperature at 45 to 55 deg F.

- D. Electrical Outlets: Properly configured, NEMA-polarized outlets to prevent insertion of 110- to 120-V plugs into higher-voltage outlets; equipped with ground-fault circuit interrupters, and reset button.

### PART 3 - EXECUTION

#### 3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve the Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required.
- B. Provide each facility ready for use when needed to avoid delay. Maintain and modify as required. 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. Water Service: Utilize Owner's existing water service only at locations approved by the Owner.
- B. Sanitary Facilities: Provide temporary toilets and drinking-water fixtures. Comply with regulations and health codes for type, number, location, operation, and maintenance of fixtures and facilities.
  - 1. Disposable Supplies: Provide toilet tissue, paper towels, paper cups, and similar disposable materials for each facility. Maintain adequate supply. Provide covered waste containers for disposal of used material.
  - 2. Toilets: Install self-contained toilet units. Provide separate facilities for male and female personnel.
  - 3. Drinking-Water Facilities: Provide bottled-water, drinking-water unit. Where power is accessible, provide electric water coolers to maintain dispensed water temperature at 45 to 55 deg F.
- C. Electric Power: Utilize the Owner's existing electric service only at locations approved by the Owner. Provide weatherproof, grounded electric power cords of sufficient size, capacity, and power characteristics during construction period. Regardless of any temporary power provided by the Owner, the Owner's power will not be utilized for heat welding equipment. The applicator shall provide portable generators of the size and type recommended by the membrane manufacturer.
- D. Electric Distribution: Provide receptacle outlets adequate for connection of power tools and equipment.
  - 1. Provide waterproof connectors to connect separate lengths of electrical power cords if single lengths will not reach areas where construction activities are in progress. Do not exceed safe length-voltage ratio.
  - 2. Provide warning signs at power outlets other than 110 to 120 V.

3. Provide metal conduit, tubing, or metallic cable for wiring exposed to possible damage. Provide rigid steel conduits for wiring exposed on grades, floors, decks, or other traffic areas.
  4. Provide metal conduit enclosures or boxes for wiring devices.
  5. Provide 4-gang outlets, spaced so 100-foot extension cord can reach each area for power hand tools and task lighting. Provide a separate 125-V ac, 20-A circuit for each outlet.
- E. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations and traffic conditions.
1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.
  2. Provide one 100-W incandescent lamp per 500 sq. ft. uniformly distributed, for general lighting, or equivalent illumination.
  3. Provide one 100-W incandescent lamp every 50 feet in traffic areas.
  4. Install exterior-yard / roof top site lighting that will provide adequate illumination for construction operations, traffic conditions, and signage visibility when the Work is being performed.

END OF SECTION 01500

**SECTION 01 60 00 - MATERIALS AND EQUIPMENT**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. This section specifies administrative and procedural requirements governing the Contractor's selection of products for use in the Project. Refer to Section "Definitions and Standards" for applicability of industry standards to products specified. Administrative procedures for handling requests for substitutions made after award of the Contract are included in the "Instructions to Bidders" and the "General Conditions."

**1.3 DEFINITIONS**

- A. Definitions: Definitions used in this Article are not intended to change the meaning of other terms used in the Contract Documents, such as "specialties," "systems," "structure," "finishes," "accessories," and similar terms. Such terms are self-explanatory and have well recognized meanings in the construction industry.
- B. Products: Products are items purchased for incorporation in the Work, whether purchased for the Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
  - 1. Named products are items identified by manufacturer's product name, including make or model designation, indicated in the manufacturer's published product literature, that is current as of the date of the Contract Documents.
  - 2. Foreign products, as distinguished from "domestic products," are items substantially manufactured (50 percent or more of value) outside of the United States and its possessions; or produced or supplied by entities substantially owned (more than 50 percent) by persons who are not citizens of nor living within the United States and its possessions.
- C. Materials: Materials are products that are substantially shaped, cut, worked, mixed, finished, refined or otherwise fabricated, processed, or installed to form a part of the Work.
- D. Equipment: Equipment is a product with operational parts, whether motorized or manually operated, that requires service connections such as wiring or piping.

**1.4 QUALITY ASSURANCE**

- A. Source Limitations: To the fullest extent possible, provide products of the same kind, from a single source.

- B. Compatibility of Options: When the Contractor is given the option of selecting between two or more products for use on the Project, the product selected shall be compatible with products previously selected, even if previously selected products were also options.
- C. Nameplates: Except for required labels and operating data, do not attach or imprint manufacturer's or producer's nameplates or trademarks on exposed surfaces of products which will be exposed to view in occupied spaces or on the exterior.
- D. Labels: Locate required product labels and stamps on a concealed surface or, where required for observation after installation, on an accessible surface that is not conspicuous.
- E. Equipment Nameplates: Provide a permanent nameplate on each item of service-connected or power-operated equipment. Locate on an easily accessible surface which is inconspicuous in occupied spaces. The nameplate shall contain the following information and other essential operating data:
  - 1. Name of product and manufacturer.
  - 2. Model and serial number.
  - 3. Capacity.
  - 4. Speed.
  - 5. Ratings.

## 1.5 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store and handle products in accordance with the manufacturer's recommendations, using means and methods that will prevent damage, deterioration and loss, including theft.
  - 1. Schedule delivery to minimize long-term storage at the site and to prevent overcrowding of construction spaces.
  - 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft and other losses.
  - 3. Deliver products to the site in the manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting and installing.
  - 4. Inspect products upon delivery to ensure compliance with the Contract Documents, and to ensure that products are undamaged and properly protected.
  - 5. Store products at the site in a manner that will facilitate inspection and measurement of quantity or counting of units.
  - 6. Store products subject to damage by the elements above ground, under cover in a weathertight enclosure, with ventilation adequate to prevent condensation. Maintain temperature and humidity within range required by manufacturer's instructions.
  - 7. Products that do not comply with the specifications and products that are damaged and unacceptable for use shall be removed from the site within twenty-four (24) hours.

## PART 2 - PRODUCTS

### 2.1 GENERAL PRODUCT REQUIREMENTS

- A. Provide products that comply with the Contract Documents, that are undamaged and, unless

otherwise indicated, unused at the time of installation. Provide products complete with all accessories, trim, finish, safety guards and other devices and details needed for a complete installation and for the intended use and effect. Where available, provide standard products of types that have been produced and used successfully in similar situations on other projects.

## 2.2 PRODUCT SELECTION PROCEDURES

- A. Product selection is governed by the Contract Documents and governing regulations, not by previous Project experience. Procedures governing product selection include the following.
1. Semi-proprietary Specification Requirements: Where two or more products or manufacturers are named, provide one of the products indicated. No substitutions will be permitted.
    - a. Where products or manufacturers are specified by name, accompanied by the term "or equal," or "or approved equal" comply with the Contract Document provisions concerning "substitutions" to obtain approval for use of an unnamed product.
  2. Descriptive Specification Requirements: Where Specifications describe a product or assembly, listing exact characteristics required, with or without use of a brand or trade name, provide a product or assembly that provides the characteristics and otherwise complies with Contract requirements.
  3. Performance Specification Requirements: Where Specifications require compliance with performance requirements, provide products that comply with these requirements, and are recommended by the manufacturer for the application indicated. General overall performance of a product is implied where the product is specified for a specific application.
    - a. Manufacturer's recommendations may be contained in published product literature, or by the manufacturer's certification of performance.
  4. Compliance with Standards, Codes and Regulations: Where the Specifications only require compliance with an imposed code, standard or regulation, select a product that complies with the standards, codes or regulations specified.
  5. Visual Selection: Where specified product requirements include the phrase "...as selected from manufacturer's standard colors, patterns, textures..." or a similar phrase, select a product and manufacturer that complies with other specified requirements. The Owner will select the color, pattern and texture from the product line selected.

## PART 3 - EXECUTION

### 3.1 INSTALLATION OF PRODUCTS

- A. Comply with manufacturer's instructions and recommendations for installation of products in the applications indicated. Anchor each product securely in place, accurately located and aligned with other Work. Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

END OF SECTION 01600

## **SECTION 01 63 10 - SUBSTITUTIONS**

### **PART 1 – GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

#### **1.2 SUMMARY**

- A. This Section includes administrative and procedural requirements for handling requests for substitutions made after award of the Contract.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
  - 1. Division 1 Section "Reference Standards and Definitions" specifies the applicability of industry standards to products specified.
  - 2. Division 1 Section "Submittals" specifies requirements for submitting the Contractor's Construction Schedule and the Submittal Schedule.
  - 3. Division 1 Section "Materials and Equipment" specifies requirements governing the Contractor's selection of products and product options.

#### **1.3 DEFINITIONS**

- A. Definitions in this Article do not change or modify the meaning of other terms used in the Contract Documents. 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. Substitution Request Submittal: The Architect will consider requests for substitution if received within fifteen (15) days after commencement of the Work unless noted otherwise in these specifications. Requests received more than fifteen (15) days after commencement of the Work may be considered or rejected at the discretion of the Architect.
1. Submit three (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.
    - d. Samples, where applicable or requested.
    - e. 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.
    - f. Cost information, including a proposal of the net change, if any in the Contract Sum.
    - g. 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.
    - h. 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 (1) week of receipt of a request for substitution. The Architect will notify the Contractor of acceptance or rejection of the substitution within two (2) weeks of receipt of the request, or one (1) 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. 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.
  5. The request is directly related to an "or-equal" clause or similar language in the Contract Documents.
  6. 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.
  7. The specified product or method of construction cannot receive necessary approval by a governing authority, and the requested substitution can be approved.
  8. 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.
  9. 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.
  10. 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.
  11. Where a proposed substitution involves more than one prime 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.

PART 3 - EXECUTION (Not Applicable)

END OF SECTION

**SECTION 01 70 00 - PROJECT CLOSEOUT**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. This Section specifies administrative and procedural requirements for project closeout, including but not limited to:
  - 1. Project record document (as-built drawings) submittal.
  - 2. Operating and maintenance manual submittal.
  - 3. Final Cleaning.
  - 4. Closeout requirements for specific construction activities are included in the General Conditions and appropriate Sections in Divisions-2 through -16.

**1.3 RECORD DOCUMENT SUBMITTALS**

- A. Do not use record documents for construction purposes; protect from deterioration and loss in a secure, fire-resistive location; provide access to record documents for the Architect's and Owner's reference during normal working hours.
- B. Record Drawings (As-Built): Maintain a clean, undamaged set of blue or black line white-prints of Contract Drawings and Shop Drawings. Mark the set to show the actual installation where the installation varies substantially from the Work as originally shown. Mark whichever drawing is most capable of showing conditions fully and accurately; where Shop Drawings are used, record a cross-reference at the corresponding location on the Contract Drawings. Give particular attention to concealed elements that would be difficult to measure and record at a later date.
  - 1. Organize record drawing sheets into manageable sets, bind with durable paper cover sheets, and print suitable titles, dates and other identification on the cover of each set. Upon completion of work, submit record drawings to the Architect.
- C. Record Specifications: Maintain one complete copy of the Project Manual, including addenda. Mark these documents to show substantial variations in actual Work performed in comparison with the rest of the Specifications and modifications. Give particular attention to substitutions, selection of options and similar information on elements that are concealed or cannot otherwise be readily discerned later by direct observation. Note related record drawing information and Product Data.
  - 1. Upon completion of the Work, submit record Specifications to the Architect.

PART 2 - PRODUCTS (Not Applicable)

PART 3 – EXECUTION

3.1 CLOSEOUT PROCEDURES

- A. Operating and Maintenance Instructions: Arrange for each installer to meet with the Owner's personnel to provide instruction in proper operation and maintenance. If installers are not experienced in procedures, provide instruction by manufacturer's representatives. Include a detailed review of the following items:
  - 1. Maintenance manuals.
  - 2. Record documents.
  - 3. Spare parts and materials.
  - 4. Identification systems.
  - 5. Hazards.
  - 6. Cleaning.
  - 7. Warranties and bonds.
  - 8. Maintenance agreements and similar continuing commitments.

3.2 FINAL CLEANING

- A. General: General cleaning during construction is required by the General Conditions and included in Section "Temporary Facilities."
- B. Cleaning: Complete the following cleaning operations before requesting inspection for Certification of Substantial Completion.
  - 1. Remove labels that are not permanent labels.
  - 2. Clean exposed exterior and interior hard-surfaced finishes to a dust-free condition, free of stains, films and similar foreign substances. Restore reflective surfaces to their original reflective condition. Repair, patch and touch-up marred surfaces to specified finish to match adjacent surfaces.
  - 3. Clean the site, including landscape development areas, of rubbish, litter and other foreign substances. Sweep paved areas broom clean; remove stains, spills and other foreign deposits. Rake grounds that are neither paved nor planted, to a smooth even-textured surface.
- C. Removal of Protection: Remove temporary protection and facilities installed for protection of the Work during construction.
- D. Compliance: Comply with regulations of authorities having jurisdiction and safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on the Owner's property. Do not discharge volatile, harmful or dangerous materials into drainage systems. Remove waste materials from the site and dispose of in a lawful manner.

END OF SECTION

**SECTION 01 71 50 - ENVIRONMENTAL CONTROL**

**PART 1 - GENERAL**

**1.1 DESCRIPTION**

- A. Reduce fugitive dust from transportation of debris, stone, gravel, etc., both into and out of the construction site, including the wetting down, when practicable, of the loads during loading in and unloading operations, the frequent wash down of truck bodies, and use the attached hinged covers or tarpaulins to cover loads while in transit.
- B. Prevent transport of fugitive dust from construction site, work areas, material storage areas, and haul roads by use of water dampening, calcium chloride, liquid latex or other known effective techniques. Methods used shall comply with all applicable governmental regulations.
- C. Dispose of demolition and construction wastes by means of other than burning at the construction site. Open burning either in piles or in barrels/cans shall be prohibited.
- D. Ensure that all material handling, storage, equipment, sandblasting or other similar operations employed at the construction site are equipped with adequate pollution control devices such as hoods, fans, scrubbers, filters, etc.
- E. Comply with job site traffic control requirements specified in Summary of Work, Section 01010.
- F. Food service vehicle(s) for construction workers shall be limited to within the limits of construction or staging area. Contractor shall provide additional waste disposal barrel or can in the location dedicated for the food service vehicle. Selling of foods to people not involved in the construction process shall be prohibited. Violation of this prohibition will be cause for termination of food service vendors from project site. The Owner reserves the right to terminate or prohibit food service vendors from project site at any time and without notice of cause.

**PART 2 - PRODUCTS (Not Applicable)**

**PART 3 - EXECUTION (Not Applicable)**

**END OF SECTION**

**SECTION 01 73 00 - CLEANING**

**PART 1 - GENERAL**

**1.1 DESCRIPTION**

- A. Maintain premises and public properties free from accumulations of waste, debris and rubbish, caused by operations. Contractor shall maintain on the site a 30 or 40 cubic yard industrial dumpster, available to all trades, and shall be emptied at a minimum of once a week. The dumpster shall be on the site within twenty (20) days after notice to proceed and shall be maintained by the Contractor until date of substantial completion.
- B. At completion of work, remove waste materials, rubbish, tools, equipment, machinery and surplus materials and clean all sight-exposed surfaces; leave project clean and ready for occupancy.

**1.2 SAFETY REQUIREMENTS**

- A. Standards: Maintain project in accordance with all applicable safety and insurance standards.
- B. Hazards Control:
  - 1. Store volatile wastes in covered metal containers and remove from premises daily.
  - 2. Prevent accumulation of wastes which create hazardous conditions.
  - 3. Provide adequate ventilation during use of volatile or noxious substances.
- C. Conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws.
  - 1. Do not burn or bury rubbish and waste materials on project site.
  - 2. Do not dispose of volatile waste such as mineral spirits, oil or paint thinner in storm or sanitary drains.
  - 3. Do not dispose of wastes into storm drains, streams, or waterways.

**PART 2 - PRODUCTS**

**2.1 MATERIALS**

- A. Use only cleaning materials recommended by manufacturer of surface to be cleaned.
- B. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

**PART 3 - EXECUTION**

**3.1 DURING CONSTRUCTION**

- A. Execute cleaning to ensure that building, grounds and public properties are maintained free from accumulations of waste materials and rubbish.

1. Failure to maintain clean environment will result in Contractor's pay request to be withheld until deficiencies are corrected and acceptable to the Architect and Owner.
  2. 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.
    - a. 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.
    - b. Dumpster shall be on site within thirty (30) days of Notice to Proceed.
    - c. If requested, provide a street sweeper on site to maintain roads.
- B. Wet down dry materials and rubbish to lay dust and prevent blowing dust.
- C. At weekly intervals during progress of work, clean site and public properties, and dispose of waste materials, debris and rubbish.
- D. Provide on-site containers for collection of waste materials, debris and rubbish.
- E. Remove waste materials, debris and rubbish from site and legally dispose of at public or private dumping areas off Owner's property.
- F. Remove debris and rubbish from the site regularly. **DO NOT ALLOW DEBRIS TO ACCUMULATE.**
1. Failure to maintain an orderly project site and building will be cause for the Owner to provide own forces to clean up site and building without notice and have those costs deducted from the contract amount.
- G. Handle materials in a controlled manner with as few handlings as possible; do not drop or throw materials from heights.
- H. Limiting Exposures: Supervise 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.
  2. Excessively high or low temperatures.
  3. Thermal shock.
  4. Excessively high or low humidity.
  5. Air contamination or pollution.
  6. Water or ice.
  7. Solvents.
  8. Chemicals.
  9. Radiation.
  10. Puncture.
  11. Abrasion.
  12. Heavy traffic.
  13. Soiling, staining, and corrosion.
  14. Bacteria.

15. Rodent and insect infestation.
16. Combustion.
17. Electrical current.
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 and Vandalism.

### 3.2 FINAL CLEANING

- A. In preparation for substantial completion or occupancy, conduct final inspection of sight-exposed interior and exterior finished surfaces, and of concealed spaces.
- B. Remove labels that are not permanent labels. Remove grease, dust, dirt, stains, fingerprints and other foreign materials from sight-exposed interior and exterior finished surfaces; polish surfaces so designated to shine finish.
- C. Repair, patch and touch-up marred surfaces to specified finish to match adjacent surfaces.
- D. Broom clean paved surfaces; rake clean other surfaces of grounds.
- E. Maintain cleaning until project, or portion thereof, is occupied by Owner.

END OF SECTION

**SECTION 01 74 00 - WARRANTIES AND BONDS**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. This Section specifies general administration and procedural requirements for warranties and bonds required by the Contract Documents, including manufacturers' standard warranties on products and special warranties.
  - 1. Refer to the General Conditions for terms of the Contractor's special warranty of workmanship and materials.
  - 2. General closeout requirements are included in Section "Project Closeout."
  - 3. Specific requirements for warranties for the Work and products and installations that are specified to be warranted are included in the individual Sections of Divisions -2 through -16.
  - 4. Certifications and other commitments and agreements for continuing services to the Owner are specified elsewhere in the Contract Documents.
- B. 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, nor does it relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the Contractor.

**1.3 DEFINITIONS**

- A. Standard Warranties: Standard product warranties are preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the Owner.
- B. Special Warranties: Special warranties are 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 REQUIREMENTS**

- A. Related Damages and Losses: When correcting warranted Work that has failed, remove and replace other Work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted Work.
- B. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected by replacement or re-building, 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 Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefited from use of the Work through a portion of its anticipated useful service life.
- D. Owner's Recourse: Written 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, nor shall warranty periods be interpreted as limitations on time in which the Owner can enforce such other duties, obligations, rights, or remedies.
- E. Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selections to products with warranties not in conflict with the requirements of the Contract Documents. The Owner reserves the right to refuse to accept Work for the Project where a special warranty, certification, or similar commitment is required on such Work or part of the Work, until evidence is presented that entities required to countersign such commitments are willing to do so.

## 1.5 SUBMITTALS

- A. Submit the following in accordance with conditions of the Contract and Division 1 specification Section 01300, "Submittals."
  - 1. Standard Warranties: Submit written warranties 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.
    - a. 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 fifteen (15) days of completion of that designated portion of the Work.
  - 2. Special Warranties: When a special warranty is required to be executed by the Contractor, or the Contractor and a subcontractor, supplier or manufacturer, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties. Submit a draft to the Architect for approval prior to final execution.
    - a. Refer to individual Sections of Divisions-1 through-16 for specific content requirements, and particular requirements for submittal of special warranties.
  - 3. Form of Submittal: At Final Completion compile two 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" paper.
    - a. 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.

- b. Identify each binder on the front and the spine with the typed or printed title "WARRANTIES AND BONDS," the Project title or name, and the name of the Contractor.
4. Operating and Maintenance Manuals: When operating and maintenance manuals are required for warranted construction, provide additional copies of each required warranty, as necessary, for inclusion in each required manual.

#### 1.6 WARRANTY PERIOD

- A. All warranties required by the Contract documents shall commence on the date of Final Acceptance.

#### PART 2 - PRODUCTS (Not Applicable).

#### PART 3 - EXECUTION

##### 3.1 SCHEDULE OF WARRANTIES

- A. Schedule: Provide warranties and bonds on products and installations as specified in the following Sections and all others which require warranties and bonds but are not listed below:
  1. Roofing System: Section 07 57 00 – EPDM Roofing System
  2. Sheet Metal: Section 07 62 00 – Sheet Metal Flashing and Trim

END OF SECTION

**SECTION 02 07 00 - SELECTIVE 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. This Section requires the selective removal and subsequent offsite disposal of the following:

- a. The existing roof assemblies on James Wood Middle School including all roof membranes, all insulation, all flashings and accessories down to the structural roof deck as indicated in the contract documents and as required to accommodate the installation of new 60 fully adhered EPDM roof systems.
- b. Existing deteriorated wood blocking.
- c. Deteriorated areas of metal or poured gypsum roof deck.
- d. Obsolete penetrations and equipment as indicated on the roof plans and/or directed by the
- e. Asbestos was identified in flashings, wall flashing and field membrane. A copy of the Ameri-Sci asbestos testing report is included in the project manual and the locations where samples were taken are shown on the roof plan drawings.

- 1) AN ASBESTOS INSPECTION WAS PERFORMED AND ASBESTOS-CONTAINING MATERIALS WERE IDENTIFIED WITHIN THE ROOF SYSTEM.
- 2) ASBESTOS-CONTAINING MATERIALS MAY BE PRESENT IN OTHER AREAS OF THE BUILDING WHERE WORK IS BEING PERFORMED. THE CONTRACTOR IS RESPONSIBLE TO ENSURE THAT ANY REMAINING ASBESTOS-CONTAINING MATERIALS ARE NOT DISTURBED OR DAMAGED, AND WILL BE RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH CLEAN-UP AND CLEARANCE OF THE BUILDING DUE TO DISTURBANCE OR DAMAGE TO ASBESTOS-CONTAINING MATERIALS NOT INCLUDED IN THE SCOPE OF WORK.
- 3) REMOVE AND DISPOSE OF ASBESTOS-CONTAINING MATERIALS IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL LAWS.
- 4) THE CONTRACTOR SHALL BE RESPONSIBLE FOR DEVELOPING A PROJECT APPROACH BY COORDINATING WITH THEIR VARIOUS SUBCONTRACTORS PERFORMING THE COMPONENTS OF THE CONTRACT. THE SPECIFIC WORK TECHNIQUES AND PRACTICES SELECTED TO EXECUTE THE CONTRACT WILL DETERMINE THE ABATEMENT MEASURES, IF ANY, REQUIRED. THE PROJECT APPROACH SHALL BE BASED ON HISTORICAL DATA AND EXPERIENCE WITH PROJECTS OF SIMILAR SCOPE.

- 2. Removal work is also specified in Section 07 57 00 – EPDM Roofing System.

- B. Related Sections: The following Sections contain requirements that relate to this Section:

- 1. Division 1, Section 01010 – Summary of Work for use of the building and phasing requirements.
- 2. Division 1, Section 01500 – Temporary Facilities and Controls for temporary utilities, temporary construction and support facilities, temporary security and protection facilities, and environmental protection measures for selection demolition operations.

3. Division 1, Section 01045 – Cutting and Patching.

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 them 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 Architect, items may be removed to a suitable, protected storage location during selective demolition and then cleaned and reinstalled in their original locations.

1.4 MATERIALS OWNERSHIP

- A. 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.
- B. Historical items, relics, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, antiques, and other items of interest or value to the Owner, which may be encountered during selective demolition, remain the Owner's property. Carefully remove and salvage each item or object in a manner to prevent damage and deliver promptly to the Owner.

1.5 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.
- B. Proposed dust-control and noise control measures.
- C. 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. Interruption of utility services.
  - 3. Coordination for shutoff, capping, and continuation of utility services.
  - 4. Detailed sequence of selective demolition and removal work to ensure uninterrupted progress of Owner's on-site operations.
  - 5. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.
  - 6. Locations of temporary partitions and means of egress.
  - 7. Coordinate with Owner's representative, the location of equipment and dumpster facilities.

8. Prior to start of demolition at any roof area, confirm with the Owner, any and all, obsolete equipment that has been identified for proper removal/disposal, roof deck treatments and required roof installation.

D. Pre-existing Condition Information: Photographs or videotape, sufficiently detailed, of existing conditions of adjoining construction, existing finished surfaces and equipment which might be misconstrued as damage caused by selective demolition operations.

#### 1.6 QUALITY ASSURANCE

A. Demolition Firm Qualifications: Engage an experienced firm that has successfully completed selective demolition Work similar to that indicated for this Project.

B. Regulatory Requirements: Comply with the governing EPA notification regulations before starting selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

C. Pre-demolition Conference: Conduct conference at Project site to comply with pre-installation conference requirements of Division 1 Section "Project Meetings."

#### 1.7 PROJECT CONDITIONS

A. Occupancy: Owner will occupy the building during the selective demolition. Conduct selective demolition work in a manner that will minimize the need for disruption of Owner's normal operations. Provide minimum of seventy-two (72) hours advance notice to Owner of demolition activities that will affect Owner's normal operations.

B. Partial Demolition and Removal: Items indicated to be removed but of salvageable value to Contractor may be removed from structure as work progresses. Transport salvaged items from site as they are removed.

1. Storage or sale of removed items on site will not be permitted.

C. Protections: Provide temporary barricades and other forms of protection to protect Owner's personnel and general public from injury due to selective demolition work.

1. Provide protective measures as required to provide free and safe passage of Owner's personnel and general public to occupied building.

2. Erect temporary covered passageways as required by authorities having jurisdiction.

3. Protect from damage existing finish work that is to remain in place and becomes exposed during demolition operations.

4. Protect floors with suitable coverings when necessary.

5. Provide temporary weather protection during interval between demolition and removal of existing construction on exterior surfaces and installation of new construction to ensure that no water leakage or damage occurs to structure or interior areas of existing building.

6. Remove protections at completion of work.

D. 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.

- E. Contractor shall coordinate work so that asbestos removal, if found and required, does not take place during times when the building is in operation. The Asbestos Abatement Contractor shall take all effective and reasonable measures possible to ensure that debris from the asbestos-containing material does not enter the building. The Asbestos Abatement Supervisor and the Project Monitor are to work together to investigate areas beneath where the roof work has taken place to ensure that no material has infiltrated the building. At a minimum, these site investigations should be performed at the middle and end of each shift. If any debris is noted, the Asbestos Abatement Contractor is to immediately suspend all asbestos removal work on the roof and clean the affected interior area(s), at their expense. No extension of time will be granted for the asbestos abatement Contractor having to clean interior area.
- F. Storage or sale of removed items or materials on-site will not be permitted.

## 1.8 SCHEDULING

- A. Arrange selective 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 as required.
- B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
- C. 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.
- D. Prior to new roof system installation, contractor shall perform an interior inspection of underside of roof deck to verify there are no obstructions that will interfere with the new roof system installation including conduits directly below the roof deck.
- E. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.

### 3.2 UTILITY SERVICES

- A. Maintain existing utilities indicated to remain in service 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. Providing temporary services during interruptions shall be limited to weekends only, as approved by the Architect.
    - a. Provide not less than seventy-two (72) hours notice to Owner if shutdown of service is required during changeover.

### 3.3 PREPARATION

- A. General: Provide interior and exterior shoring, bracing, or support to prevent movement, settlement, or collapse of areas to be demolished and adjacent facilities to remain.
  - 1. Cease operations and notify Owner immediately if safety of structure appears to be endangered. Take precautions to support structure until determination is made for continuing operations.
  - 2. Cover and protect furniture, equipment, fixtures and products from soilage or damage when demolition work is performed in areas where such items have not been removed.
  - 3. Daily protection of the Owner's stored products will be required throughout the entire project.
- B. Drain, purge, or otherwise remove, collect, and dispose of chemicals, gases, explosives, acids, flammables, or other dangerous materials before proceeding with selective demolition operations.
- C. 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.
- D. 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, and where indicated on the drawings.
  - 2. Protect walls, ceilings, floors, and other existing finish work that are to remain and are exposed during selective demolition operations.
  - 3. Cover and protect furniture, furnishings, and equipment that have not been removed.

### 3.4 POLLUTION CONTROLS

- A. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
  - 1. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level.

- B. 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.

### 3.5 SELECTIVE DEMOLITION

- A. General: Perform selective demolition work in a systematic manner. Use such methods as required to complete work indicated on Drawings in accordance with demolition schedule and governing regulations.
- B. If unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure both nature and extent of the conflict. Submit report to Owner in written, accurate detail. Pending receipt of directive from the Owner, rearrange the selective demolition schedule as necessary to continue overall job progress without undue delay.
- C. 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. Proceed with selective demolition systematically.
  - 2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. To minimize disturbance of adjacent surfaces, use hand or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.
  - 3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
  - 4. Locate selective demolition equipment throughout the structure and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
  - 5. Dispose of demolished items and materials promptly. On-site storage or sale of removed items is prohibited.
  - 6. Return elements of construction and surfaces to remain to condition existing before start of selective demolition operations.

### 3.6 METAL ROOF DECK CORRECTION AND PREPARATION

- A. After removal of the existing roof system or obsolete equipment, examine the metal roof deck surface for condition and suitability to receive the new roof assembly.
- B. Deck Replacement: If the metal deck has been structurally impaired or open due to the removal of obsolete equipment, repair or replace according to structural requirements and drawings and the following guidelines:
  - 1. Examine the underside of the metal deck for any conduit located directly below the deck surface, anything suspended or fastened to the deck, etc. If necessary, detach all objects from the bottom side of the deck to be removed.
  - 2. Remove the structurally impaired metal deck using a Sawzall to prevent sparks. Care must be taken to prevent metal deck sections from falling into the building.
  - 3. Fasten new galvanized structural metal deck of the same configuration and profile to the new or existing steel bar joists. New metal deck should span over a minimum of three steel bar joists (structural supports) and will lap over the outside supporting steel bar joists a minimum of 6".

In the field and perimeter zones, fasten every deck flute at each steel bar joists using one (1) - TEK/5 12-24 x 1 1/4" hex head washer screws. Fasten metal deck side laps with a minimum of four (4) - TEK/1 10-16 x 3/4" hex head washer screws (maximum every 36" o.c.) between supporting bar joists. In the roof corners, fasten every deck flute at each steel bar joists using two (2) - TEK/5 12-24 x 1 1/4" hex head washer screws. Perimeter is defined as a 10'-0" strip around the entire roof perimeter. Corners are defined as the common areas shared by two or more intersecting roof perimeter areas (10'-0" x 10'-0"). Welding of the replacement metal deck will not be allowed.

- C. Deck Cleaning and Painting: At areas of moderate corrosion development, the existing metal decking may require wire brushing, cleaning and painting. Wire brush, properly clean and paint areas of corroded roof decking with Sherwin Williams B66W1 DTM.
- D. Verify that the deck is now suitable to receive the specified roof system.
- E. All deck treatment/replacement except for areas of obsolete equipment and curb removal will be performed under the Unit Price Based Allowances established in the Contract Documents. All quantities shall be verified by the Owner's representative and must be documented by the Contractor prior to covering the area with new roofing materials.
- F. The Owner's Representative with assistance from the Contractor's on-site project superintendent shall make the determination of areas of deck replacement, deck cleaning and painting and deck overlay installation. The Owner's on-site representative shall keep a daily log and running total of the above items with daily signatures being obtained from the contractors on site project superintendent.

### 3.7 GYPSUM ROOF DECK CORRECTION AND PREPARATION

- A. After removal of the existing roof system or obsolete equipment, examine the gypsum roof deck surface for condition and suitability to receive the new roof assembly.
- B. Deck Replacement: If the gypsum roof deck has been structurally impaired or open due to the removal of obsolete equipment, repair or replace according to structural requirements and drawings and the following guidelines:
  - 1. It is anticipated that isolated areas of damaged / deteriorated poured gypsum roof decking and underlying formboard will require removal and replacement. Proper planning and coordination with interior personnel and daily weather forecast will be required by the contractor.
  - 2. Carefully take the following steps to replace the gypsum deck area.
  - 3. Lay minimum 3/4 inch thick 4 foot x 8 foot plywood over the surrounding work area.
  - 4. Carefully remove the existing built-up roof membrane.
  - 5. Remove the existing gypsum fill from inside one complete formboard panel. Cut the wire mesh and remove both the wire mesh and formboard. LEAVE AT LEAST A THREE-INCH LENGTH OF WIRE MESH NEXT TO THE BULB TEES. This length of wire is required to tie in the new wire mesh after reinstalling the new formboard.

6. Replace existing formboards with minimum 5/8" USG Securock® Brand Glass-Mat Roof Board or 5/8" USG Securock® Brand Gypsum-Fiber Roof Board
7. Install galvanized cross tees at the end of formboards that do not fall on joists for support.
8. Tie new key deck 2160-2-1619 galvanized wire mesh into the existing three-inch wire mesh at each bulb tee. **DO NOT LEAVE OUT THE WIRE MESH.** Wire mesh provides structural reinforcements for the new panel and the adjacent panels. Without the wire mesh, a worker could fall through the adjacent panel.
9. Mix United States Gypsum manufactured SECUROCK–CONCRETE PATCH that comes in an 50-lb. bag with water according to manufacturer instructions. Install the formboards. Install gypsum slurry on all flanges of bulb tees and cross tees. Mix a new bag of SECUROCK–CONCRETE PATCH with water as described above. Gypsum should set in approximately 30-60 minutes. **SLOWLY** pour the wet mix of gypsum pour of 2-inches above the formboard.
10. New roofing operations may begin as soon as the gypsum has set. Attach the base sheet to the gypsum with fasteners designed for this application and proceed with other roof material installations described in other sections.

### 3.8 PATCHING AND REPAIRS

- A. Promptly patch and repair holes and damaged surfaces caused to adjacent construction by selective demolition operations.
- B. Where repairs to existing surfaces are required, patch to produce surfaces suitable for new materials.
  1. Completely fill holes and depressions in existing masonry walls to remain with an approved masonry 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.
- D. Refer to Division 1 Section “Cutting and Patching” or additional requirements.

### 3.9 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 items.
- C. Disposal: Transport demolished materials off Owner’s property and legally dispose of them.
  1. If hazardous materials are encountered during demolition operations, comply with applicable regulations, laws, and ordinances concerning removal, handling, and protection against exposure or environmental pollution.

3.10 CLEANING AND REPAIR

- A. General: Upon completion of demolition work, remove tools, equipment, and demolished materials from site. Remove protections and leave interior as clean as they were prior to demolition procedures.
  - 1. Repair demolition performed in excess of that required. Return elements of construction and surfaces to remain to condition existing prior to start of operations. Repair adjacent construction or surfaces soiled or damaged by selective demolition work.
- B. Sweep the building broom clean on completion of selective demolition operation.
- C. Change filters on air-handling equipment on completion of selective demolition operations.

END OF SECTION

**SECTION 03 51 14 - CEMENTITIOUS ROOF DECK REPLACEMENT**

**PART 1 - GENERAL**

**1.01 SUMMARY**

**A. Section Includes:**

1. Cementitious Wood Fiber Composite Acoustic Plank Roof Deck System known as Tectum III Composite Acoustic Roof Deck System.

**B. Related Sections:**

1. Division 5 Section: Steel Framing.
2. Division 6 Sections: Wood Framing.
3. Division 7 Sections: Roofing.
4. Division 9 Sections: Acoustical Materials

**1.02 QUALITY ASSURANCE:**

**A. Installer Qualification:**

1. Utilize an installer who has documented experience on projects of a similar size and complexity.
2. Letter of certification for the manufacturer stating that the installer has appropriate experience and is certified to install system.

**B. Regulatory Requirements and Approvals: [Comply with requirements below.][Specify applicable requirements of regulatory agencies. (Default is ICC-ES ESR-1112)].**

1. International Code Council (ICC):
  - a. ICC-ES Evaluation Report ESR-1112.
2. State of California:
  - a. DSA Number PA-008.

**C. Certifications: [Specify requirement for certifications.].**

Specifier Note: Retain paragraph below if reinstallation meeting is required.

**D. Preinstallation Meetings: [Specify requirements for meeting.].**

1.03 DELIVERY, STORAGE AND HANDLING

- A. General: Comply with applicable Division 1 Sections.
- B. Delivery: Deliver materials in manufacturer's original, unopened, undamaged containers with identification labels intact.
  - 1. Provide labels indicating brand name, deck type, panel size, and panel thickness.
- C. Storage and Protection: Store materials protected from exposure to harmful environmental condition and at temperature and humidity conditions recommended by the manufacturer.
  - 1. Prevent soiling, physical damage or wetting.

1.04 WARRANTY

- A. Project Warranty: Refer to Conditions of the Contract for project warranty provisions.
- B. Manufacturer's Warranty: Submit manufacturer's standard 15-year thermal performance warranty.

PART 2 PRODUCTS

2.01 ROOF DECK AND FORM SYSTEMS.

- A. Manufacturer: Tectum Inc.
  - 1. Armstrong World Industries  
Contact: Jonathan Gatten [jwgatten@armstrongceilings.com](mailto:jwgatten@armstrongceilings.com)  
740.364.8196
- B. Proprietary Systems. Cementitious deck form board systems, including the following configurations:
  - 1. Tectum Roof Deck Plank

2.02 MANUFACTURED UNITS:

- A. Tectum III Composite Roof Deck Panel consisting of factory bonded layers of Tectum Cementitious Wood Fiber Board, Extruded Polystyrene Insulation (XPS), and Oriented Strand Board.

1. Total Panel Thickness and R-Value. Composite Panel Total Thickness Based on 1-1/2" Tectum Base Layer: [Select one.].

| <u>Total Thickness</u> | <u>R-Value</u> |
|------------------------|----------------|
| 3 1/2"                 | 11.86          |
| 4"                     | 14.36          |
| 5"                     | 19.36          |
| 6"                     | 24.36          |
| 7"                     | 29.36          |
| 8"                     | 34.36          |
| 9"                     | 39.36          |
| 10"                    | 44.36          |

2. Panel Width: [47 inches (Standard).] [31 inches.] [23 inches.].
3. Panel Length(s): As indicated on structural drawings. Maximum panel length 16'-0".

2.03 COMPONENTS:

- A. Cementitious Wood Fiber Board, [1 1/2 inch/NRC 0.60], [2 inch/NRC 0.70] [2 1/2 inch/NRC 0.75] or [3 inch/NRC 0.80] thick Tectum consisting of FSC Certified aspen wood fibers bonded with inorganic hydraulic cement.
- B. Extruded Polystyrene Insulation (XPS). Exceeds the requirements of ATSM C-578, Type 1 and bears the UL Classification mark.
- C. Oriented Strand Board: 7/16" thickness, Slip Resistant surface.
  1. Meets Voluntary Product Standard PS2-10 Performance Standard for Wood-Based Structural-Use Panels.

2.04 ACCESSORIES:

- A. Fasteners:
  1. TRUFAST 14 gage steel. Length to penetrate structural member minimum of 1-1/2 inch.
  2. DEKFAST 14-gauge steel. Length to penetrate structural member minimum of 1-1/2 inch.
- B. Washers

1. 1-1/2-Inch Washers.
2. 2-Inch Washers.
- C. Adhesive:
  1. BASF MasterWeld 948, low VOC.
  2. SFA-66
- D. Expanding Foam:
  1. Expanding Foam Sealant: Available from Manufacturer.
- E. Foam Scoop:
  1. Foam scoop to match insulation thickness.

### PART 3 – EXECUTION

#### 3.01 EXAMINATION:

- A. Site Verification of Conditions:
  1. Verify that site conditions are acceptable for installation of roof deck system.
  2. Do not proceed with installation of roof deck system until unacceptable conditions are corrected.
  3. Do not proceed with installation if precipitation or freezing temperatures are forecast during installation.
- B. INSTALLATION: Comply with Manufacturer's published instructions and recommended installation procedures.
- C. Place panel on joists with square cut ends butted tightly together.
- D. Stagger end joints. Seal joints greater than 1/4 inch with adhesive and larger joints with foam strips or expanding foam.
- E. Support panels with bent plates (steel or other support material) at roof transitions. Including, but not limited to ridge, valley, perimeter, and panel direction change conditions.

- F. Panels require a minimum 1-inch bearing on structural members. Must be glued and screwed at transitions.
- G. Panel ends are required to terminate over structural members or supports with a minimum of 1 inch bearing on structural members.
- H. Cut panels neatly to abut to parapets around openings and penetrations. Use manufacturer recommended saw and techniques for field cutting.
- I. Apply adhesive to support members and on top of plank tongue in accordance with manufacturer's recommendations.
- J. Use manufacturer's recommended slide hammer or other tools to assure a tight joint at panel-to-panel joints. Hold panels in position until screws are installed.
- K. Install screws at each structural support in conformance with approved Shop Drawings and manufacturer's recommended spacing and quantity.
- L. Field Installed Overlay: If indicated on Shop Drawings, install continuous 7/16-inch OSB overlay staggering panel joints in both directions for a minimum joint coverage of 1'-0". Install overlay with adhesive and 1-inch staples as indicated on approved Shop Drawings.

**3.02 CLEANING:**

- A. Clean exposed surfaces of panel installation.
- B. Remove visible adhesive from exposed surfaces.
- C. Remove and replace work that cannot be successfully cleaned or repaired, or which indicates structural damage.

**3.03 PROTECTION:**

- A. Protect installed work from damage due to weather related moisture.
- B. Protect installed work from damage due to subsequent construction activity.
- C. Provide temporary protection as necessary to protect installed material from exposure to excessive moisture prior to installation of roofing material.

**END OF SECTION**

**SECTION 04 01 20.63 - BRICK MASONRY REPAIR**

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Masonry materials.
2. Mortar materials.
3. Manufactured repair materials.

B. Related Requirements:

1. Section 013516 "Alteration Project Procedures" for general remodeling, renovation, repair, and maintenance requirements.
2. Section 040110 "Masonry Cleaning" for cleaning and paint removal existing masonry.
3. Section 040120.64 "Brick Masonry Repointing" for repointing existing brickwork.
4. Section 079200 "Joint Sealants" for joint sealants, joint fillers, and sealant-joint preparation for repaired masonry.

1.2 ALLOWANCES

- A. Allowances for brick masonry repair are specified in Section 012100 "Allowances."
- B. Preconstruction testing is part of testing and inspecting allowance.
- C. Abandoned anchor removal is part of repair allowance.
- D. Brick removal and replacement is part of brick removal and replacement allowance.
- E. Patching brick masonry is part of masonry patching allowance.

1.3 UNIT PRICES

- A. Work of this Section is affected by unit prices specified in Section 012200 "Unit Prices."
  1. Unit prices apply to authorized work covered by Unit Price, if applicable.
  2. Unit prices apply to additions to and deletions from Work as authorized by Change Orders.

1.4 DEFINITIONS

- A. Existing to Remain: Existing items of construction that are not to be removed.

- B. Low-Pressure Spray: 100 to 400 psi; 4 to 6 gal. per minute.
- C. Remove: Detach items from existing construction and legally dispose of off-site unless indicated to be removed and salvaged or removed and reinstalled.
- D. Remove and Salvage: Detach items from existing construction, in a manner to prevent damage, and deliver to Owner or storage as indicated.
- E. Remove and Reinstall: Detach items from existing construction, in a manner to prevent damage; prepare for reuse; and reinstall where indicated.
- F. Rebuilding (Setting) Mortar: Mortar used to set and anchor masonry in a structure, distinct from pointing mortar installed after masonry is set in place.
- G. Saturation Coefficient: Ratio of the weight of water absorbed during immersion in cold water to weight absorbed during immersion in boiling water; used as an indication of resistance of bricks to freezing and thawing.

#### 1.5 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site as scheduled.
  - 1. Review methods and procedures related to brick masonry repair including, but not limited to, the following:
    - a. Verify brick masonry repair specialist's personnel, equipment, and facilities needed to make progress and avoid delays.
    - b. Materials, material application, sequencing, tolerances, and required clearances.
    - c. Cleaning types and cleaning methods.
    - d. Quality-control program.
    - e. Review cleaning program.
    - f. Coordination with building occupants.
    - g. Protection and barriers for the public.

#### 1.6 SEQUENCING AND SCHEDULING

- A. Order sand and gray Portland cement if required for colored mortar immediately after approval of samples / mockups . Take delivery of and store at Project site enough quantity to complete Project.
- B. Work Sequence: Perform brick masonry repair work in the following sequence, which includes work specified in this and other Sections:
  - 1. Remove plant growth.
  - 2. Inspect masonry for open mortar joints and point them before cleaning to prevent the intrusion of water and other cleaning materials into the wall.
  - 3. Remove paint.
  - 4. Clean masonry.

5. Rake out mortar from joints surrounding masonry to be repaired and /or replaced and from joints adjacent to masonry repairs along joints.
  6. Repair masonry, including replacing existing masonry with new masonry materials.
  7. Rake out mortar from joints to be repointed.
  8. Point mortar and sealant joints.
  9. After repairs and re-pointing have been completed and cured, perform a final cleaning to remove residues from this work.
  10. Where water repellents are to be used on or near masonry work, delay application of these chemicals until after pointing and cleaning.
- C. If applicable or required, as scaffolding is removed, patch anchor holes are used to attach scaffolding. Patch holes in bricks in accordance with "Brick Masonry Patching" Article. Patch holes in mortar joints according to Section 040120.64 "Brick Masonry Repointing."

#### 1.7 ACTION SUBMITTALS

- A. Product Data: For each type of product.
1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.
  2. Include recommendations for product application and use.
  3. Include test data substantiating that products comply with requirements.
- B. Shop Drawings:
1. Include plans, elevations, sections, and locations of replacement bricks on the structure, showing relation of existing and new or relocated units.
  2. Show provisions for expansion joints or other sealant joints.
  3. Show provisions for flashing, lighting fixtures, conduits, and weep holes as required.
  4. Show locations of scaffolding and points of scaffolding in contact with masonry. Include details of each point of contact or anchorage.
- C. Samples for Initial Selection: For the following:
1. Colored Mortar: Submit sets of mortar that will be left exposed in the form of sample mortar strips, 6 inches long by 1/4 inch / 1/2 inch wide, set in aluminum or plastic channels.
    - a. Have each set contain a close color range of at least three to six samples of different mixes of colored sands and cements that produce a mortar matching existing, cleaned mortar when cured and dry.
    - b. Submit with precise measurements on ingredients, proportions, gradations, and source of colored sands from which each Sample was made.
  2. Sand Types Used for Mortar: Minimum 8 oz. of each in plastic screw-top jars.
  3. Patching Compound: Submit sets of patching compound Samples in the form of plugs (patches in drilled holes) in sample units of masonry representative of the range of masonry colors on the building.

- a. Have each set contain a close color range of at least three to six colors samples of different mixes of patching compound that matches the variations in existing masonry when cured and dry.
4. Include similar Samples of accessories involving color selection.
- D. Samples for Verification: For the following:
  1. Each type of brick unit to be used for replacing existing units. Include sets of Samples to show the full range of shape, color, and texture to be expected. For each brick type, provide straps or panels containing at least four bricks. Include multiple straps for brick with a wide range.
  2. Each type of patching compound, in the form of briquettes, is at least 3 inches long by 1-1/2 inches wide. Document each Sample with manufacturer and stock number or other information necessary to order additional material.
  3. Accessories: Each type of accessory and miscellaneous support.

#### 1.8 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For [brick masonry repair specialist][including field supervisors and workers][and][testing service] .
- B. Preconstruction Test Reports: For [existing bricks and mortar][and][replacement bricks] .
- C. Quality-control program.

#### 1.9 QUALITY ASSURANCE

- A. Brick Masonry Repair Specialist Qualifications: Engage an experienced brick masonry repair firm to perform Work of this Section. Firm is to have completed work similar in material, design, and extent to that indicated for this Project with a record of successful in-service performance. Experience in only installing masonry is insufficient experience for masonry repair work.
  1. Field Supervision: Brick masonry repair specialist firm is to maintain experienced full-time supervisors on Project site during times that brick masonry repair work is in progress.
  2. Brick Masonry Repair Workers: When bricks are being patched, at least one worker per crew should be trained and certified by manufacturer of patching compound to apply its products performing the work of brick repairs.
- B. Brick-Cleaning Specialist Firms: A firm that provides masonry cleaning, including masonry cleaners that have been used for similar applications with successful results, and is manufacturer authorized for consultation and Project-site inspection, preconstruction product testing, and on-site assistance.
- C. Quality-Control Program: Prepare a written quality-control program for this Project to systematically demonstrate the ability of personnel to properly follow methods and use

materials and tools without damaging masonry. Include provisions for supervising performance and preventing damage.

**1.10 MOCKUPS**

- A. Prepare mockups of brick masonry repair to demonstrate aesthetic effects and to set quality standards for materials and execution, and for fabrication and installation.
1. Masonry Repair: Prepare sample areas for each type of masonry repair work performed. If not otherwise indicated, size each mockup to be not smaller than two adjacent whole units or approximately 48 inches in least dimension. Construct sample areas in locations in existing walls where directed by Architect unless otherwise indicated. Demonstrate quality of materials, workmanship, and blending with existing work. Include the following as a minimum:
    - a. Replacement: Four brick units replaced.
    - b. Patching: Three small holes at least 1-inch in diameter as directed for each type of brick indicated to be patched.
  2. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
  3. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

**1.11 PRECONSTRUCTION TESTING**

- A. Preconstruction Testing Service: TBD - Owner will engage / Contractor will Engage a qualified testing agency to perform preconstruction testing on brick masonry as follows:
1. Provide test specimens as indicated and representative of proposed materials and existing construction.
  2. Replacement Brick: Test each proposed type of replacement brick in accordance with sampling and testing methods in ASTM C67/C67M for compressive strength, 24-hour cold-water absorption, five-hour boil absorption, saturation coefficient, and initial rate of absorption (suction).
  3. Existing Brick: Test each type of existing brick indicated for replacement in accordance with testing methods in ASTM C67/67M for compressive strength, 24-hour cold-water absorption, five-hour boil absorption, saturation coefficient, and initial rate of absorption (suction). If / as directed, carefully remove five existing units from locations designated by Architect. Take testing samples from these units.
  4. Existing Mortar: Test in accordance with ASTM C1324, modified as agreed upon by testing service and Architect for Project requirements, to determine proportional composition of original ingredients, sizes and colors of aggregates, and approximate strength.
  5. Temporary Patch: As directed by Architect, provide temporary materials followed by permanent repairs at locations from which existing samples were taken.

1.12 DELIVERY, STORAGE, AND HANDLING

- A. Deliver bricks to Project site strapped together in suitable packs or pallets or in heavy-duty cartons and protected against impact and chipping.
- B. Deliver packaged materials to Project site in manufacturer's original and unopened containers, labeled with manufacturer's name and type of products.
- C. Store cementitious materials on elevated platforms, under cover, and in a dry location. Do not use cementitious materials that have become damp.
- D. Store hydrated lime in manufacturer's original and unopened containers. Discard lime if containers have been damaged or have been opened for more than two days.
- E. Store sand where grading and other required characteristics can be maintained and contamination avoided.
- F. Handle bricks to prevent overstressing, chipping, defacement, and other damage.

1.13 FIELD CONDITIONS

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit brick masonry repair work to be performed in accordance with product manufacturers' written instructions and specified requirements.
- B. Temperature Limits: Repair brick masonry only when air temperature is between 40 and 90 deg F and is predicted to remain so for at least seven days after completion of the Work unless otherwise indicated.
- C. Cold-Weather Requirements: Comply with the following procedures for masonry repair unless otherwise indicated:
  - 1. When air temperature is below 40 deg F, heat mortar ingredients, masonry repair materials, and existing masonry walls to produce temperatures between 40 and 120 deg F.
  - 2. When mean daily air temperature is below 40 deg F, provide enclosure and heat to maintain temperatures above 32 deg F within the enclosure for seven days after repair.
- D. Hot-Weather Requirements: Protect masonry repairs when temperature and humidity conditions produce excessive evaporation of water from mortar and repair materials. Provide artificial shade and wind breaks, and use cooled materials as required to minimize evaporation. Do not apply mortar to substrates with temperatures of 90 deg F and above unless otherwise indicated.
- E. For manufactured repair materials, perform work within the environmental limits set by each manufacturer.

**PART 2 - PRODUCTS**

**2.1 SOURCE LIMITATIONS**

- A. Obtain brick units, cementitious mortar components and sand from single source, producer or manufacturer .
- B. For exposed masonry units and cementitious mortar components, obtain each color and grade from single source with resources to provide materials of consistent quality in appearance and physical properties.

**2.2 PERFORMANCE REQUIREMENTS**

- A. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes.
  - 1. Temperature Change: 120 deg F, ambient; 180 deg F, material surfaces.

**2.3 MASONRY MATERIALS**

- A. Masonry Materials: Face brick, required to complete brick masonry repair work.
  - 1. Brick Matching Existing: Units with colors, color variation within units, surface texture, size, and shape that match existing brickwork and with physical properties within 10 percent of those determined from preconstruction testing of selected existing units.
    - a. Physical Properties: In accordance with ASTM C67/C67M and as follows:
      - 1) Compressive Strength: Per Industry Standards
      - 2) 24-Hour Cold-Water Submersion Absorption: Per Industry Standards
      - 3) Five-Hour Boil Absorption: Per Industry Standards
      - 4) Saturation Coefficient: Per Industry Standards
      - 5) Initial Rate of Absorption: Per Industry Standards
    - b. For existing brickwork that exhibits a range of colors or color variation within units, provide brick that proportionally matches that range and variation rather than brick that matches an individual color within that range.
  - 2. Brick Matching Architect's Sample: Units with colors, color variation within units, surface texture, and physical properties that match Architect's sample. Match existing units in size and shape.
    - a. Physical Properties: In accordance with ASTM C67C67M and as follows:
      - 1) Compressive Strength: Per Industry Standards
      - 2) 24-Hour Cold-Water Submersion Absorption: Per Industry Standards
      - 3) Five-Hour Boil Absorption: Per Industry Standards
      - 4) Saturation Coefficient: Per Industry Standards

- 5) Initial Rate of Absorption: Per Industry Standards
  - b. For Architect's sample that exhibits a range of colors or color variation within units, provide brick that proportionally matches that range rather than brick that matches an individual color within that range.
3. Special Shapes:
  - a. Provide molded, 100 percent solid shapes for applications where core holes or "frogs" could be exposed to view or weather when in final position and where shapes produced by sawing would result in sawed surfaces being exposed to view.
  - b. Provide specially ground units, shaped to match patterns, for arches and where indicated.
  - c. Mechanical chopping or breaking brick, or bonding pieces of brick together by adhesive, are unacceptable procedures for fabricating special shapes.
4. Tolerances as Fabricated: In accordance with tolerance requirements in ASTM C216, Type FBX and / or In accordance with tolerance requirements in ASTM C216, Type FBS.
- B. Building Brick: ASTM C62, of same vertical dimension as face brick, for masonry work concealed from view.
  1. Grade SW where in contact with earth.
  2. Grade SW or Grade MW, Grade SW, Grade MW, or Grade NW for concealed backup as required for this geographic location.

#### 2.4 MORTAR MATERIALS

- A. Portland Cement: ASTM C150/C150M, Type I or Type II, except Type III may be used for cold-weather construction; white or gray, or both where required for color matching of mortar.
  1. Provide cement containing not more than 0.60 percent total alkali when tested in accordance with ASTM C114.
- B. Hydrated Lime: ASTM C207, Type S.
- C. Mortar Sand: ASTM C144.
  1. Exposed Mortar: Match size, texture, and gradation of existing mortar sand as closely as possible. Blend several sands if necessary to achieve suitable match.
  2. Colored Mortar: Natural sand or ground marble, granite, or other sound stone of color necessary to produce required mortar color.
- D. Mortar Pigments: ASTM C979/C979M, compounded for use in mortar mixes, and having a record of satisfactory performance in masonry mortars.
- E. Water: Potable.

2.5 MANUFACTURED REPAIR MATERIALS

- A. Brick Patching Compound: Factory-mixed cementitious product that is custom manufactured for patching brick masonry.
  - 1. Use formulation that is vapor and water permeable (equal to or more than the brick), exhibits low shrinkage, has lower modulus of elasticity than bricks being repaired, and develops high bond strength to all types of masonry.
  - 2. Use formulation having working qualities and retardation control to permit forming and sculpturing where necessary.
  - 3. Formulate patching compound in colors and textures to match each brick being patched. Provide a sufficient number of no fewer than three colors to enable matching of the color, texture, and variation of each unit.

2.6 ACCESSORY MATERIALS

- A. Setting Buttons and Shims: Resilient plastic, nonstaining to masonry, sized to suit joint thicknesses and bed depths of bricks, less the required depth of pointing materials unless removed before pointing.
- B. Masking Tape: Nonstaining, nonabsorbent material; compatible with mortar, joint primers, sealants, and surfaces adjacent to joints; and that easily comes off entirely, including adhesive.
- C. Antirust Coating: Fast-curing, lead- and chromate-free, self-curing, universal modified-alkyd primer in accordance with MPI #23 (surface-tolerant, anticorrosive metal primer), SSPC-Paint 20 and / or SSPC-Paint 29 zinc-rich coating.
- D. Surface Preparation: Use coating requiring no better than SSPC-SP 2, "Hand Tool Cleaning", SSPC-SP 3, "Power Tool Cleaning" and / or]SSPC-SP 6/NACE No. 3, "Commercial Blast Cleaning surface preparation in accordance with manufacturer's literature or certified statement.
  - 1. VOC Limit: Use coating with a VOC content of 400 g/L or less.
- E. Other Products: Select materials and methods of use based on the following, subject to approval of a mockup:
  - 1. Previous effectiveness in performing the work involved.
  - 2. Minimal possibility of damaging exposed surfaces.
  - 3. Consistency of each application.
  - 4. Uniformity of the resulting overall appearance.
  - 5. Do not use products or tools that could leave residue on surfaces.

2.7 MORTAR MIXES

- A. Measurement and Mixing: Measure cementitious materials and sand in a dry condition by volume or equivalent weight. Do not measure by shovel; use known measure. Mix materials in a clean, mechanical batch mixer.

- B. Colored Mortar: Produce mortar of color required by using specified ingredients. Do not alter specified proportions without Architect's approval.
  - 1. Mortar Pigments: Where mortar pigments are indicated, do not add pigment exceeding 10 percent by weight of the cementitious or binder materials, except for carbon black, which is limited to 2 percent, unless otherwise demonstrated by a satisfactory history of performance.
- C. Do not use admixtures in mortar unless otherwise indicated.
- D. Mixes: Mix mortar materials in the following proportions:
  - 1. Rebuilding (Setting) Mortar by Volume: ASTM C270, Proportion Specification, 1 part Portland cement, 1 part lime, and 6 parts sand or as per industry standards
  - 2. Rebuilding (Setting) Mortar by Type: ASTM C270, Proportion Specification, as per industry standards unless otherwise indicated; with cementitious material limited to Portland cement and lime, masonry cement and / or mortar cement.
  - 3. Rebuilding (Setting) Mortar by Property: ASTM C270, Property Specification, Type N unless otherwise indicated; with cementitious material limited to Portland cement and lime, masonry cement and / or mortar cement .
  - 4. Pigmented, Colored Mortar: Add mortar pigments to produce exposed, setting (rebuilding) mortar of colors required.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine substrate conditions with specialist present, for compliance with approved mockup requirements for brick units, repair methods, products, and other conditions affecting performance of the Work.

#### 3.2 PREPARATION

- A. General: Comply with each manufacturer's written instructions for protecting people, motor vehicles, surrounding buildings, masonry areas not to be cleaned, nonmasonry surfaces, landscaping, equipment, and other surfaces that could be injured or harmed by such Work.
  - 1. Provide temporary protective covers over pedestrian walkway areas and at points of entrance and exit for people, motor vehicles, and equipment that must remain during duration of repairing procedures.
  - 2. Cover adjacent surfaces with materials that are proven to resist paint removers and chemical cleaners used unless products being used will not damage adjacent surfaces. Use protective materials that are waterproof and UV resistant.
  - 3. Temporarily protect all open joints to prevent intrusion of washing waters into the wall structure or building interior.
  - 4. Remove all extraneous items no longer in use on face of surface unless indicated to remain. Where not indicated, obtain approval with Architect.

3.3 PROTECTION

- A. Prevent mortar from staining face of surrounding masonry and other surfaces.
  - 1. Cover sills, ledges, and other projecting items to protect them from mortar droppings.
  - 2. Keep wall area wet below rebuilding and repair work to discourage mortar from adhering.
  - 3. Immediately remove mortar splatters in contact with exposed masonry and other surfaces.

3.4 MASONRY REPAIR, GENERAL

- A. Appearance Standard: Repaired surfaces are to have a uniform appearance as viewed from 25 ft away by Architect.

3.5 ABANDONED ANCHOR REMOVAL

- A. Remove abandoned anchors, brackets, wood nailers, and other extraneous items no longer in use unless indicated to remain or as indicated to be removed.
  - 1. Remove items carefully to avoid spalling or cracking masonry.
  - 2. Notify Architect before proceeding if an item cannot be removed without damaging surrounding masonry. Do the following where directed:
    - a. Cut or grind off item approximately 3/4 inch beneath the surface and core drill a recess of same depth in surrounding masonry as close around item as practical.
    - b. Immediately paint exposed end of item with two coats of antirust coating, following coating manufacturer's written instructions and without exceeding manufacturer's recommended dry film thickness per coat. Keep paint off sides of recess.
  - 3. Patch hole where each item was removed unless directed to remove and replace bricks.

3.6 BRICK REMOVAL AND REPLACEMENT

- A. At locations indicated, remove bricks that are damaged, spalled, or deteriorated or are to be reused . Carefully remove entire units from joint to joint, without damaging surrounding masonry, in a manner that permits replacement with full-size units.
  - 1. When removing single bricks, remove material from center of brick and work toward outside edges.
- B. Support and protect remaining masonry that surrounds removal area.
- C. Maintain flashing, reinforcement, lintels, and adjoining construction in an undamaged condition. Coordinate with new flashing, reinforcement, and lintels, if specified in other Sections.
- D. Notify Architect of unforeseen detrimental conditions, including voids, cracks, bulges, and

loose units in existing masonry backup, rotted wood, rusted metal, and other deteriorated items.

- E. Remove in an undamaged condition as many whole bricks as possible.
  - 1. Remove mortar, loose particles, and soil from brick by cleaning with hand chisels, brushes, and water.
  - 2. Remove sealants by cutting them close to brick with utility knife and cleaning with solvents.
  - 3. Store brick for reuse. Store off ground, on skids, and protected from weather.
  - 4. Deliver cleaned brick not required for reuse to Owner unless otherwise indicated.
- F. Clean masonry surrounding removal areas by removing mortar, dust, and loose particles in preparation for brick replacement.
- G. Replace removed damaged brick with other removed brick in good condition, where possible, or with new brick as required matching existing brick. Do not use broken units unless they can be cut to usable size.
- H. Install replacement brick into bonding and coursing pattern of existing brick. If cutting is required, use a motor-driven saw designed to cut masonry with clean, sharp, unchipped edges.
  - 1. Maintain joint width for replacement units to match existing joints.
  - 2. Use setting buttons or shims to set units accurately spaced with uniform joints.
- I. Lay replacement brick with rebuilding (setting) mortar and with completely filled bed, head, and collar joints. Butter ends with enough mortar to fill head joints and shove into place. Wet both replacement and surrounding bricks that have ASTM C67/C67M initial rates of absorption (suction) of more than 30 g/30 sq. in. per min. Use wetting methods that ensure that units are nearly saturated, but surface is dry when laid.
  - 1. Tool exposed mortar joints in repaired areas to match joints of surrounding existing brickwork.
  - 2. Rake out mortar used for laying brick before mortar sets in accordance with Section 040120.64 "Brick Masonry Repointing." Point at same time as repointing of surrounding area.
  - 3. When mortar is hard enough to support units, remove shims and other devices interfering with pointing of joints.
- J. Curing: Cure mortar by maintaining in thoroughly damp condition for at least 72 consecutive hours, including weekends and holidays.
  - 1. Hairline cracking within the mortar or mortar separation at edge of a joint is unacceptable. Completely remove such mortar and repoint.

### 3.7 PAINTING STEEL UNCOVERED DURING THE WORK

- A. Notify Architect if steel is exposed during masonry removal. Where Architect determines that steel is structural, or for other reasons cannot be totally removed, prepare and paint it as follows:

1. Surface Preparation: Remove paint, rust, and other contaminants in accordance with [SSPC-SP 2, "Hand Tool Cleaning", SSPC-SP 3, "Power Tool Cleaning" and / or SSPC-SP 6/NACE No. 3, "Commercial Blast Cleaning", as applicable to comply with paint manufacturer's recommended preparation.
  2. Antirust Coating: Immediately paint exposed steel with two coats of antirust coating, following coating manufacturer's written instructions and without exceeding manufacturer's recommended rate of application (dry film thickness per coat).
- B. If on inspection and rust removal, the thickness of a steel member is found to be reduced from rust by more than 1/16 inch, notify Architect before proceeding.

### 3.8 BRICK MASONRY PATCHING

- A. Patch the following bricks as directed, unless another type of repair or replacement is indicated:
1. Bricks indicated to be patched.
  2. Bricks with holes.
  3. Bricks with chipped edges or corners. Patch chipped edges or corners measuring more than 3/4 inch in least dimension.
  4. Bricks with small areas of deep deterioration. Patch deep deteriorations measuring more than 3/4 inch in least dimension and more than 1/4 inch deep.
- B. Remove and replace existing patches where indicated, unless otherwise indicated or approved by Architect.
- C. Patching Bricks:
1. Remove loose material from masonry surface. Carefully remove additional material so patch does not have feathered edges but has square or slightly undercut edges on area to be patched and is at least 1/4 inch thick, but not less than recommended in writing by patching compound manufacturer.
  2. Mask adjacent mortar joint or rake out for repointing if patch extends to edge of brick.
  3. Mix patching compound in individual batches to match each unit being patched. Combine one or more colors of patching compound, as needed, to produce exact match.
  4. Rinse surface to be patched and leave damp, but without standing water.
  5. Brush-coat surfaces with slurry coat of patching compound in accordance with manufacturer's written instructions.
  6. Place patching compound in layers as recommended in writing by patching compound manufacturer, but not less than 1/4 inch or more than 2 inches thick. Roughen surface of each layer to provide a key for next layer.
  7. Trowel, scrape, or carve surface of patch to match texture and surrounding surface plane or contour of brick. Shape and finish surface before or after curing, as determined by testing, to best match existing brick.
  8. Keep each layer damp for 72 hours or until patching compound has set.
  9. Remove and replace patches with hairline cracks or that show separation from brick at edges, and those that do not match adjoining brick in color or texture.

3.9 FINAL CLEANING

- A. After mortar has fully hardened, thoroughly clean exposed masonry surfaces of excess mortar and foreign matter; use wood scrapers, stiff-nylon or -fiber brushes, and clean water applied by low-pressure spray.
  - 1. Do not use metal scrapers or brushes.
  - 2. Do not use acidic or alkaline cleaners.
- B. Clean adjacent nonmasonry surfaces. Use detergent and soft brushes or cloths.
- C. Clean mortar and debris from roof; remove debris from gutters and downspouts. Rinse off roof and flush gutters and downspouts.
- D. Remove masking materials, leaving no residues that could trap dirt.

3.10 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections. Allow inspectors use of lift devices and scaffolding, as needed, to perform inspections.
- B. Architect's Project Representatives: Architect will assign Project representatives to help carry out Architect's responsibilities at the site, including observing progress and quality of portion of the Work completed. Allow Architect's Project representatives use of lift devices and scaffolding, as needed, to observe progress and quality of portion of the Work completed.
- C. Notify the Architect's Project representatives and Consultant in advance of times when lift devices and scaffolding will be relocated. Do not relocate lift devices and scaffolding until Notify the Architect's Project representatives and Consultant have had reasonable opportunity to make inspections and observations of work areas at lift device or scaffold location.

3.11 MASONRY WASTE DISPOSAL

- A. Salvageable Materials: Unless otherwise indicated, excess masonry materials are Contractor's property.
- B. Masonry Waste: Remove masonry waste and legally dispose of off Owner's property.

END OF SECTION 040120.63

**SECTION 06 10 00 - ROUGH CARPENTRY**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of Contract, including General and Special Conditions and Technical Specification Sections, apply to this Section.

**1.2 STANDARD REFERENCES**

References:

- A. Some products and execution are specified in this Section by reference to published specifications or standards of the following (with respective abbreviations used).

1. American Forest and Paper Association (AFPA)
2. American Plywood Association (APA)
3. American Wood Preservative Association (AWPA)
4. U.S. Dept. Of Commerce Voluntary Product Standards (PS)

**1.3 SUMMARY**

- A. This Section includes the following:

1. Installation of wood blocking and nailers for roofing as required or shown.
2. Original wood blocking shall remain in-place unless deteriorated and requiring replacement.
3. New treated wood blocking will be used at all locations requiring replacement, if applicable.
4. New treated wood blocking and treated plywood shall be used to box in all parapet walls that currently utilize stone coping. The new detail shall include new metal coping.

NOTE: Where required by code and/or the specifications, fire-treated wood materials shall be used.

**1.4 DEFINITIONS**

- A. Rough carpentry includes carpentry work not specified as part of other Sections and generally not exposed, unless otherwise specified.

**1.5 SUBMITTALS**

- A. General: Submit the following in accordance with Conditions of Contract and specification sections.
- B. Wood treatment data as follows including chemical treatment, manufacturer's instructions for handling, storing, installation, and finishing of treated material:
1. 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.

2. For water-borne treated products included statement that moisture content of treated materials was reduced to levels indicated prior to shipment to project site.
- C. Product Data: Submit technical data on all fasteners required for work under this section. Data shall include all required load capacities.
- D. Product Sample's: One sample of all fasteners required for work under this section.

#### 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Delivery and Storage: Keep materials under cover and dry. Protect against exposure to weather and contact with damp or wet surfaces. Stack lumber as well as plywood and other panels. Provide for air circulation within and around stacks and under temporary coverings including polyethylene and similar materials.
  1. For lumber pressure treated with waterborne chemicals, place spacers between each bundle to provide air circulation.

#### 1.7 JOB CONDITIONS

- A. All methods employed in performing the work, and all equipment, tools, and machinery used for handling materials and executing any part of the work, shall be subject to the approval of the Owner before the work is started, and whenever found unsatisfactory, shall be changed and improved as required.
- B. Time delivery and installation of carpentry to avoid delaying other operations whose work is dependent on or affected by the carpentry work, and to comply with protection and storage requirements.
- C. Protect installed carpentry from damage due to other work activities and weather.
- D. Select anchors for attachment of carpentry suitable for structural roof substrate.

### PART 2 - PRODUCTS

#### 2.1 MATERIALS

- A. Moisture Content
  1. Solid wood, preservative treated, shall be kiln-dried to an amount not to exceed 15%.
- B. Grade and Trademark
  1. Grade and trademark shall be on each piece of lumber (or bundle in bundles stock). Use only recognized official markings of Association under whose rules it is graded.
- C. Quality

1. Lumber shall be sound, thoroughly seasoned, well manufactured, and free from warp that cannot be corrected in the process of bridging, bolting or nailing.
2. Lumber shall comply with PS 20-70 and shall be identified with grade mark.

**D. Grades and Species of Solid Wood**

1. Blocking and nailers shall be No. 2 Southern yellow pine unless otherwise noted on drawings.
2. Wood sleepers shall be No. 2 Southern yellow pine, size as determined by job conditions.
3. Wood shims shall be exterior grade plywood (exterior grade glue) with a maximum thickness of ½”.
4. Plywood sheathing for walls, if needed, shall be APA rated, exposure 1, CDX plywood, comprised of a minimum of four (4) plies, size as determined by job conditions, unless otherwise specified and/or indicated on project drawings.

**E. Preservative Treatment**

1. Where preservative treatment only is called for, lumber shall be pressure-treated with waterborne, copper-based solution designated as CA-C or ACQ-D by American Wood Protection Association Use Category Standard U1-17 in Table 2-1 – Identification of Preservatives Approved for the Pressure Treatment of Southern Pine Wood Products.
2. Preservative shall not be carried in petroleum solvents.
3. Wood preservative shall be approved by the EPA.
4. Wood preservative shall be approved by roofing materials manufacturer.

**F. Fire Retardant Treatment: (Dricon or approved equal)**

1. Fire-retardant chemical provides protection against termites and fungal decay and must be registered for use as a wood preservative by the U.S. Environmental Protection Agency.
2. All fire-retardant wood must have a flame spread of less than 25 when tested in an extended 30-minute tunnel test in accordance with ASTM E-84, NFPA 255 or UL 723.
3. All fire-retardant wood must be kiln-dried to a maximum moisture content of 19 percent after treatment. All plywood must be kiln-dried to a maximum moisture content of 15 percent after treatment.
4. All fire-retardant wood must comply with the requirements in AWPA Standard UCFA for areas continuously protected from moisture and UCFB for exterior use that is subject to wetting.
5. Carbon steel, galvanized steel, aluminum, copper and red brass in contact with the fire-retardant-treated wood must exhibit corrosion rates of less than one mil per year when treated in accordance with Federal Specification MIL-L-19140 Paragraph 4.6.5.2.
6. Fire-retardant chemicals used to treat the lumber must be free of halogens, sulfates and ammonium phosphate.
7. Testing on the fire performance, strength and corrosive properties of the fire-retardant treated wood shall be recognized by issuance of a National Evaluation Services Report.

**2.2 ACCESSORIES**

- A. Nails shall be double hot-dipped galvanized or stainless steel (series 304) annular nails, size as**

required by construction, with a minimum embedment of one (1) inch or through nailer if dimension is less.

**B. Fasteners**

1. All fasteners shall be corrosion resistant stainless steel or heavy-duty fluorocarbon coated steel unless otherwise note, to meet/exceed Factory Mutual Standard 4470 (current edition). Note: Fastener materials shall be compatible with contact materials.
2. Wood Nailers to Concrete: Blue Tapcon® brand concrete screws with 5/16" hex washer head and Climaseal® for use in concrete, brick or block, or approved equal. Penetration of 1.5" minimum and maximum spacing shall be as shown and never greater than 12" on center.
3. Wood Nailer to Metal Deck: #10-14 Stainless Steel (Series 300) or fluorocarbon coated steel screw fastener with a minimum head diameter of .400". Fastener penetration of be .5" minimum and 1" maximum through high flute of structural steel deck. Maximum spacing shall be no greater than 12" on center.
4. Use of power-actuated nails for blocking or nailers to concrete is unacceptable.
5. Acceptable manufacturers are Construction Fasteners, Inc., SFS, Trufast, Olympic and Tapcon®.

**2.3 REJECTED MATERIALS**

- A. The Owner shall have the right to inspect all materials brought to or stored at the job site. Those materials which do not comply with the above requirements shall be removed from the Owner's premises within four (4) hours of verbal notification to the person designated by the Contractor to be the lead on site supervisor. The verbal notification will be followed up with written confirmation.

**PART 3 - EXECUTION**

**3.1 PREPARATION**

- A. Installer must examine the substrates and supporting structure and the conditions under which the carpentry work is to be installed. Notify the Owner in writing of conditions detrimental to the work.
- B. Discard units of material which are unsound, warped, bowed, twisted, improperly treated, not adequately seasoned or too small to fabricate the work with a minimum of joints or the optimum jointing arrangement.

**3.2 INSTALLATION**

**A. General**

1. Fit carpentry work to other work. Scribe and cope as required for accurate fit.
2. Set carpentry work accurately to required levels and lines with members plumb and true.
3. Securely attach carpentry work to substrates by anchoring and fastening as specified and as required by applicable building codes.
  - a. Provide washers under bolt heads and nuts in contact with wood.

- b. Countersink fastener heads where detailed on drawings or where required by subsequent application of flashing materials.
4. Fasteners - Make tight connections between members. Install fasteners without splitting wood. If wood rides up threading prior to penetrating the structural deck, pre-drill the blocking with a 9/64" drill bit. Where required, use washers and countersink into wood member. Tighten bolts and lag screws at installation and re-tighten as required for tight connections prior to closing in or at completion of work. A minimum of two (2) fasteners shall be utilized per section of wood, regardless of length. Pull out resistance must be a minimum of 360 lbs. per fastener.

**B. Blocking, Nailers, Framing and Curbs**

1. New treated wood nailers shall be added at appropriate roof perimeters, curbs, and similar penetrations. All nailers shall be of sufficient thickness so as to be flush with the insulation/membrane interface and securely anchored to resist a force to 175 lbs./lin. Ft. in any direction. Nailers shall not be lower than the insulation's membrane interface.
2. Install new nailers with 1/8" gap between each length or as required on climatic conditions at the time of installation.
3. Wood nailers, blocking, etc. shall be chambered, beveled, shaved, planed, or shimmed as necessary to provide smooth transition to adjacent materials.
4. New wood shims, where used for providing transition to insulation, shall be pressure treated. Shims are only acceptable in conditions where shim thickness does not exceed 1/2". All shim material to be in compliance with this Specification. All shims must be continuous and shall be placed at deck level.

**C. Existing Nailers**

All existing nailers are to be left in-place unless deteriorated. If deteriorated nailers are found, proper removal and replacement shall be required to accommodate the new roof system installation.

**3.3 WORKMANSHIP**

- A. Work which does not conform to the specified requirements including tolerances and finishes, shall be corrected and/or replaced, as directed by the Owner, at the Contractor's expense without extension of time. Therefore, Contractor shall also be responsible for cost without extension of time. Therefore, Contractor shall also be responsible for any of the costs of corrections to any work affected by or resulting from correction to work of this Section.

**END OF SECTION**

**SECTION 07 22 00 - ROOF INSULATION**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification sections, apply to work of this section.

**1.2 SUMMARY**

- A. This portion of the specification describes materials and workmanship required for the installation of insulation over metal roof decks.
- B. All materials described herein shall be furnished and installed by the roofing contractor unless specifically noted otherwise.

**1.3 PRODUCT DELIVERY, STORAGE, AND HANDLING**

- A. Insulation shall be delivered to the site in an undamaged and dry condition. Material received, which is not dry or is otherwise damaged shall be rejected. Material which becomes wet on site shall be removed and replaced.
- B. Storage under polyethylene or similar non-breathing film stock shall not be permitted.
- C. Proper storage on or off the site shall be the responsibility of the roofing contractor.
- D. Any unused insulation remaining on the roof at the end of the workday shall be returned to storage.

**1.4 INSULATION - GENERAL**

- A. Insulation boards shall be full size except when cutting is required at roof edges and openings. Boards that are broken, cracked, have been exposed to moisture, or are otherwise damaged shall not be used.
- B. The proper installation and fit of wood nailers, blocking, and other rough carpentry in appropriate locations shall be verified prior to installation of roof insulation.
- C. Caution shall be exercised with construction traffic to avoid damage to new insulation. Breaking or crushing of insulation is unacceptable and any damaged insulation shall be replaced at the roofing contractor's expense.
- D. Insulation shall be laid with end joints staggered and all joints tight; however, boards shall not be forced into place.

- E. No more insulation shall be applied during any work period than can be covered by the new roof membrane during the same work period. At the end of the work period, temporary edge seals shall be installed to protect the new roof insulation. Upon resumption of work, they must be removed.
- F. Insulation surfaces shall be cleared of all debris before the new roofing membrane is installed.

## 1.5 SUBMITTALS

- A. General: Submit each item according to the Conditions of the Contract and Division 1 Specifications.
- B. Product data and samples for each type of insulation, fastener and component.
- C. Shop Drawings showing tapered insulation layout and cross sections.

## PART 2 - PRODUCTS

### 2.1 INSULATION

- A. Materials:
  - 1. Nailed Base Sheet over Poured Gypsum Roof Decks: On poured gypsum roof deck areas, furnish and install a new base sheet meeting ASTM D 4601, Type II that is nailed using tube-loc fasteners. Use standard nailing patterns and manufacturer approved fasteners for attachment of the base sheet to the tectum roof deck. Overlap side laps 3" and end laps 4". Nail base sheet every 9" o.c. on side laps and every 18" o.c. in two staggered rows in from each edge.
  - 2. Self-Adhered Base Sheet over Concrete Roof Decks: On concrete roof deck areas, furnish and install a new self-adhered base sheet meeting ASTM D 4601, Type II that is installed over a properly cleaned and primed concrete deck. Overlap side laps 3" and end laps 4".
  - 3. Base Layer Insulation: Polyisocyanurate - Rigid, cellular polyisocyanurate thermal insulation complying with ASTM C 1289, FSHH-I-1972/2(1), Class 1.
    - a. Thickness:
      - i. Roof Areas A – D : 3.0-Inch
    - b. Maximum Board Size: 4'x 8' adhered with low rise foam insulation adhesive.
  - 4. Second Layer Insulation: Polyisocyanurate - Rigid, cellular polyisocyanurate thermal insulation complying with ASTM C 1289, FSHH-I-1972/2(1), Class 1.
    - a. Thickness:
      - i. Roof Areas A – D : 1/4-Inch per Foot Tapered (min. 1.5-inch)

- b. Maximum Board Size: 4'x4' adhered with low rise foam insulation adhesive.
- 5. Coverboard Insulation: **All Roof Areas** - Roof system manufacturer's approved closed cell high density polyisocyanurate foam core insulation skinned on both sides with factory applied fiberglass facers suitable for installation with mechanical attachment.
  - a. Type: ASTM C1289, Type II, Class 4, Grade 1 (min 100 psi) UL Classified and Factory Mutual Approved
  - b. Thickness: 1/2-inch total thickness – 1 layer of 1/2-Inch minimum
  - c. As approved by the roof system manufacturer.
  - d. Maximum board size: 4'x 4' where adhered.
  - e. All flat stock and tapered insulation including crickets to be installed prior to the coverboard installation.
- 6. Fill Insulation: Polyisocyanurate. Thickness: 2.0-Inch adhered with low rise foam insulation adhesive. Maximum Board Size: 4' x 8' adhered with low rise foam insulation adhesive
- 7. Crickets: Polyisocyanurate complying with ASTM C 1289, FSHH-I-1972/2(1), Class 1.
  - a. Thickness: 1/2-Inch per Foot Tapered as indicated on the drawings; Contractor to verify slope and thickness required prior to ordering.
  - b. Maximum Board Size: 4' x 4' adhered with low rise foam insulation adhesive.
- B. All insulation materials must be approved by the manufacturer of primary roof materials. Samples should be provided by the manufacturer and written approval from the manufacturer of primary roof materials is required prior to ordering these materials for the project.

## 2.2 BASE SHEET SECUREMENT

- A. Secure base sheet in accordance with the manufacturer's recommendations to meet wind uplift requirements and be enhanced as required to meet the wind uplift pressures for the location of the project.
- B. Mechanical Fasteners for Base Sheet (Tectum Panel Roof Decks)
  - 1. Mechanical fasteners shall be used to secure base sheet on the tectum roof deck areas.
  - 2. Approved Fasteners: Fasteners to secure base sheet to the tectum panel roof deck shall be ES Twin Loc-Nails, "Tube Lok Nail" by Simplex Nails, Inc., Americas, GA 31709, (912) 924-2767 or as approved by the roof system manufacturer.
- C. Base Sheet shall be turned up all walls and penetrations a minimum of 3-inches or in accordance with manufacturer's requirements.
- D. Base Sheet must be suitable for the existing substrate and must be approved by the primary roofing materials manufacturer prior to ordering materials or job start.

## 2.3 INSULATION SECUREMENT

- 
- A. All insulation Securement shall provide a wind uplift rating which meets current code requirements. Provide perimeter and corner enhancements as recommended by the roof system manufacturer.
  - B. Insulation attachment must be suitable for the existing substrate and must be approved by the manufacturer of the primary roofing materials prior to ordering materials or job start.
  - C. Insulation Adhesive for use at base sheet areas (tectum plank roof decks): Two component, low-rise, ribbon applied foam insulation adhesive as approved by the primary roofing materials manufacturer to meet the required pull strengths and wind loading for the substrate to which it is being applied.
    - 1. Insulation adhesive shall be VOC free per ASTM standard D5201-05a.
    - 2. Substrate shall be primed as required by the roof system and insulation adhesive manufacturer.

### PART 3 - EXECUTION

#### 3.1 DECK PREPARATION AND CORRECTION

- A. After removal of the existing roofing, flashing and repair materials, examine the roof deck surface for condition and suitability to receive the new roof assembly. Reference Section 02070 – Selective Demolition for deck inspection and correction criteria.

#### 3.2 MECHANICALLY ATTACHED BASE SHEET OVER TECTUM PLANK ROOF DECK SUBSTRATE

- A. Mechanically attach base sheet in accordance with the manufacturer's recommendations to meet wind uplift requirements and be enhanced as required to meet the wind uplift pressures for the location of the project.
- B. Base Sheet shall be turned up all walls and penetrations a minimum of 3-inches or in accordance with manufacturer's requirements.
- C. Use standard nailing patterns and manufacturer approved fasteners for attachment of the base sheet to the poured gypsum roof deck. Overlap side laps 3" and end laps 4". Nail base sheet every 9" o.c. on side laps and every 18" o.c. in two staggered rows in from each edge.

#### 3.3 THERMAL INSULATION

- A. Keep insulation absolutely dry at all times. Discard insulation that contains moisture.
- B. Install only as much insulation as can be covered with roofing membrane and made watertight within the same day.
- C. Installation of insulation layers over installed base sheet on tectum roof decks.

1. Install insulation layers (flat and/or tapered panels) in insulation adhesive in accordance with the roof system manufacturers written directions.
2. Install foam insulation in beads at 12" on center minimum or in pattern as recommended and approved by the manufacturer to provide a wind uplift rating which meets current code requirements. Provide perimeter and corner pattern enhancements as recommended by the roof system manufacturer.
3. Walk in and provide temporary weighting of insulation boards to ensure full and proper adhesion to base layer.

D. Other insulation installation requirements:

1. Stagger joints within layers at least 6 inches.
2. Install insulation boards in courses parallel to roof edges.
3. Firmly butt each insulation board to surrounding boards. Do not jam or deform boards.
4. Maximum insulation gap: 1/8 inch. Fill insulation board joint gaps larger than 1/8 inch with roof insulation.
5. Maximum elevation variation between boards at joints: 1/8 inch.
6. Cut and fit insulation boards where roof deck intersects vertical surfaces. Cut board 1/4 inch from vertical surface.
7. Bottom layer shall form continuous insulation joints over deck flange on metal roof deck areas. Do not cantilever insulation edges over deck ribs. Minimum bearing surface: 1-1/2 inches.
8. Lay insulation in 48-inch wide courses.

### 3.4 TAPERED EDGE

- A. Tapered edge strips shall be adhered with insulation adhesive.
- B. Tapered edge strips are to be installed at all crickets' edges to transition cricket to roof surface.
- C. Provide tapered edge strips at perimeters, walls and equipment curbs as required.

### 3.5 CLEANING

- A. Clean completed insulation installation of all loose debris and dust immediately prior to beginning the roof membrane installation.
- B. Inspect insulation substrate to verify that all boards are secure and in place, and the installation is acceptable for the membrane installation.

END OF SECTION

**SECTION 07 57 00 –EPDM ROOFING SYSTEM**

**PART ONE - GENERAL**

**1.1 DESCRIPTION**

- A. For the purpose of these specifications, a fully adhered membrane system will be utilized.
- B. Work included: Provide all single ply roofing complete in place, as shown on drawings specified herein, or needed for a complete and proper installation including but not necessarily limited to:
  - 1. Fully Adhered 60 Mil Reinforced EPDM single ply insulated roofing.
  - 2. Installer's two-year labor and materials guarantee
  - 3. Manufacturer's twenty (20) year labor and materials guarantee.

**1.2 SUBMITTALS**

- A. Provide submittals on all EPDM membrane system products and accessories in accordance with Section 01 33 00 – Submittals. Obtain approval on all components prior to ordering materials.

**1.3 PRODUCT HANDLING**

- A. Protections: Use all means necessary to protect the materials of this Section before, during and after installation.
- B. Store all materials in a neat, safe manner, protected from contact with soil and from exposure to the elements.
- C. Any materials damaged in handling or storage shall not be used and shall be replaced with new, undamaged material with no additional cost to the Owner.
- D. Other than the membrane, all materials furnished by the manufacturer shall be stored at room temperature (between 60 and 80 degrees Fahrenheit). If exposed to lower temperatures, such materials shall be restored to room temperature before use. No interior and/or heated storage will be provided by the Owner. If required, the contractor shall bring materials that have been properly stored to the job site on a daily basis.
- E. Replacements: In the event of damage, immediately make all replacements necessary to the approval of the Owner and at not cost to the Owner.

**1.4 GUARANTEES**

- A. Installer's Guarantee: Upon completion of the work of this Section, and as a condition of its acceptance, deliver to the Owner a written guarantee signed by the Contractor and the

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installing subcontractor agreeing to maintain the roofing, flashing and caulking in a waterproof condition for at least two years following the installation, and without additional cost to the Owner.

- B. **Manufacturer's Warranty:** Upon completion of the work of this section, and as a condition of its acceptance, deliver to the Owner a written Twenty (20) Year labor and material warranty from the manufacturer covering labor and materials.

## PART TWO - PRODUCTS

### 2.1 GENERAL

- A. **Compatibility:** Provide products recommended by manufacturers to be fully compatible with indicated substrates. Provide separation materials as required to eliminate contact between incompatible materials.

### 2.2 EPDM MEMBRANE

- A. **General:** Ethylene Propylene Diene Monomers formed into uniform, flexible sheets, complying with ASTM D 4637, Type II.
1. Thickness: 60 mils (1.5 mm), nominal.
  2. Reinforced Membrane Material
  3. Exposed Face Color: Black.
- B. **Fully Adhered EPDM Membrane:** Manufacturer's standard installation.
1. **Available Manufacturers:** Subject to compliance with requirements, manufacturers offering products that may be incorporated in the work include, but are not limited to, the following:
    - a. Firestone
    - b. Carlisle
    - c. Johns Manville
    - d. Equal approved in advance by the Architect
- C. **Mechanically Attached EPDM Membrane:** Manufacturer's standard installation.
1. **Available Manufacturers:** Subject to compliance with requirements, manufacturers offering products that may be incorporated in the work include, but are not limited to, the following:
    - a. Firestone
    - b. Carlisle
    - c. Johns Manville
    - d. Equal approved in advance by the Architect

2.3 ROOF INSULATION

- A. Roof insulation shall be provided per Section 07220 and the membrane system manufacturer's written requirements.

2.4 RELATED MATERIALS

- A. The following materials shall be the product of the membrane manufacturer and shall be compatible with all materials involved in their use in this work.
  - 1. Peel and Stick Flashing
  - 2. Form Flashing
  - 3. Uncured Flashing
  - 4. Seam Tape
  - 5. Bonding Cement
  - 6. Lap Cement
  - 7. Lap Caulk
  - 8. Sealing Mastic
  - 9. Pourable Sealer
  - 10. Walk Pads
  - 11. Insulation Adhesive
  - 12. Splice Cleaner
  - 13. In-Seam Sealant
  - 14. Primer
  - 15. Mechanical Fasteners
  - 16. Self-adhered base sheet

2.5 OTHER MATERIALS

- A. Nailed Base Sheet over Poured Gypsum Roof Decks: On poured gypsum roof deck areas, furnish and install a new base sheet meeting ASTM D 4601, Type II that is nailed using tube-loc fasteners. Use standard nailing patterns and manufacturer approved fasteners for attachment of the base sheet to the tectum roof deck. Overlap side laps 3" and end laps 4". Nail base sheet every 9" o.c. on side laps and every 18" o.c. in two staggered rows in from each edge.
- B. Self-adhered Base Sheet over Concrete Roof Decks: On concrete roof deck areas, furnish and install a new base sheet meeting ASTM D 4601, Type II that is self-adhered over a properly prepared roof deck surface. Use manufacturer approved primers over the entire roof deck surface prior to installing the new base sheet. Overlap side laps 3" and end laps 4".
- C. Self-adhered base sheet on walls and curbs: Furnish and install new self-adhered base sheet according to manufacturer requirements on walls or curbs where asphalt residue exist to provide a separator sheet from the new roof membrane flashings. Separator sheet shall be installed according to manufacturer requirements.

PART THREE - EXECUTION

3.1 INSPECTIONS

- A. Examine the areas and conditions under which work of this Section will be installed. Correct conditions detrimental to the proper and timely completion of the Work. Do not proceed until unsatisfactory conditions have been corrected.

### 3.2 SURFACE CONDITIONS

- A. Contractor shall be responsible for providing proper substrate to receive the materials of this Section. Contractor shall notify the Owner in writing of defects in the substrate and work shall not proceed until defects have been corrected.
- B. Dryness of substrate: Do not commence installation of roofing over any substrate until all substrate is sufficiently dry to satisfactorily receive this installation.
- C. Other conditions: Verify that substrate is smooth, dry, clean and free from sharp projections and depressions, properly graded to outlets and that all accessory fillings are in place prior to start of installation of roofing.

### 3.3 SUBSTRATE PREPARATIONS

- A. General: Comply with manufacturer's instructions to prepare substrate to receive single ply membrane system.
  - 1. Verify that penetrations, expansion joints and blocking are in place and secured and that roof drains are properly clamped into position.
  - 2. Verify all tectum roof deck repairs were properly completed.
- B. Clean substrate of dust, debris and other substances detrimental to single ply system installation. Remove sharp projections.
- C. Install flashings and accessory items as shown and as recommended by manufacturer.
- D. Prime structural concrete deck to attached self-adhered base sheet as recommended by manufacturer of materials being installed.
- E. Testing Pull-Out Resistance of roof base sheet fasteners over gypsum deck: Before commencing with the roofing work, in the presence of the Owner's Representative. Uplift of the base sheet fasteners shall meet the minimum requirements of the roofing system manufacturer.
- F. Prevent compounds from entering and clogging drains and conductors and from spilling or migrating onto surfaces of other work.

### 3.4 METAL ROOF DECK CORRECTION AND PREPARATION

- A. After removal of the existing roof system or obsolete equipment, examine the metal roof deck surface for condition and suitability to receive the new roof assembly.

- B. Deck Replacement: If the metal deck has been structurally impaired or open due to the removal of obsolete equipment, repair or replace according to structural requirements and drawings and the following guidelines:
1. Examine the underside of the metal deck for any conduit located directly below the deck surface, anything suspended or fastened to the deck, etc. If necessary, detach all objects from the bottom side of the deck to be removed.
  2. Remove the structurally impaired metal deck using a Sawzall to prevent sparks. Care must be taken to prevent metal deck sections from falling into the building.
  3. Fasten new galvanized structural metal deck of the same configuration and profile to the new or existing steel bar joists. New metal deck should span over a minimum of three steel bar joists (structural supports) and will lap over the outside supporting steel bar joists a minimum of 6". In the field and perimeter zones, fasten every deck flute at each steel bar joists using one (1) - TEK/5 12-24 x 1 1/4" hex head washer screws. Fasten metal deck side laps with a minimum of four (4) - TEK/1 10-16 x 3/4" hex head washer screws (maximum every 36" o.c.) between supporting bar joists. In the roof corners, fasten every deck flute at each steel bar joists using two (2) - TEK/5 12-24 x 1 1/4" hex head washer screws. Perimeter is defined as a 10'-0" strip around the entire roof perimeter. Corners are defined as the common areas shared by two or more intersecting roof perimeter areas (10'-0" x 10'-0"). Welding of the replacement metal deck will not be allowed.
- C. Deck Cleaning and Painting: At areas of moderate corrosion development, the existing metal decking may require wire brushing, cleaning and painting. Wire brush, properly clean and paint areas of corroded roof decking with Sherwin Williams B66W1 DTM.
- D. Verify that the deck is now suitable to receive the specified roof system.
- E. All deck treatment/replacement except for areas of obsolete equipment and curb removal will be performed under the Unit Price Based Allowances established in the Contract Documents. All quantities shall be verified by the Owner's representative and must be documented by the Contractor prior to covering the area with new roofing materials.
- F. The Owner's Representative with assistance from the Contractor's on-site project superintendent shall make the determination of areas of deck replacement, deck cleaning and painting and deck overlay installation. The Owner's on-site representative shall keep a daily log and running total of the above items with daily signatures being obtained from the contractors on site project superintendent.

### 3.7 GYPSUM ROOF DECK CORRECTION AND PREPARATION

- A. After removal of the existing roof system or obsolete equipment, examine the gypsum roof deck surface for condition and suitability to receive the new roof assembly.
- B. Deck Replacement: If the gypsum roof deck has been structurally impaired or open due to the removal of obsolete equipment, repair or replace according to structural requirements and drawings and the following guidelines:

1. It is anticipated that isolated areas of damaged / deteriorated poured gypsum roof decking and underlying formboard will require removal and replacement. Proper planning and coordination with interior personnel and daily weather forecast will be required by the contractor.
2. Carefully take the following steps to replace the gypsum deck area.
3. Lay minimum 3/4 inch thick 4 foot x 8 foot plywood over the surrounding work area.
4. Carefully remove the existing built-up roof membrane.
5. Remove the existing gypsum fill from inside one complete formboard panel. Cut the wire mesh and remove both the wire mesh and formboard. LEAVE AT LEAST A THREE-INCH LENGTH OF WIRE MESH NEXT TO THE BULB TEES. This length of wire is required to tie in the new wire mesh after reinstalling the new formboard.
6. Replace existing formboards with minimum 5/8" USG Securock® Brand Glass-Mat Roof Board or 5/8" USG Securock® Brand Gypsum-Fiber Roof Board
7. Install galvanized cross tees at the end of formboards that do not fall on joists for support.
8. Tie new key deck 2160-2-1619 galvanized wire mesh into the existing three-inch wire mesh at each bulb tee. DO NOT LEAVE OUT THE WIRE MESH. Wire mesh provides structural reinforcements for the new panel and the adjacent panels. Without the wire mesh, a worker could fall through the adjacent panel.
9. Mix United States Gypsum manufactured SECUROCK-CONCRETE PATCH that comes in an 50-lb. bag with water according to manufacturer instructions. Install the formboards. Install gypsum slurry on all flanges of bulb tees and cross tees. Mix a new bag of SECUROCK-CONCRETE PATCH with water as described above. Gypsum should set in approximately 30-60 minutes. SLOWLY pour the wet mix of gypsum pour of 2-inches above the formboard.
10. New roofing operations may begin as soon as the concrete patch material has properly set. Attach the base sheet with fasteners designed for this application and proceed with other roof material installations described in other sections.

### 3.6 JOB CONDITIONS

A. The following cautions and conditions shall be strictly observed:

1. Do not use oil base or plastic roof cement.
2. Do not allow waste products (petroleum, grease, oil, solvents, vegetable or mineral oil, animal fat) or direct steam venting to come in contact with the EPDM Roofing System.

3. Do not expose membrane and accessories to a constant temperature in excess of 180 degrees Fahrenheit.
4. Cements and bonding adhesives contain petroleum distillates and are extremely flammable. Do not breathe vapors or use near fire or open flame.
5. Manufacturer's splice wash used in the splicing procedure are extremely flammable; do not use near fire or flame or in a confined or unventilated area. Dispense only from a UL listed or approved safety can.
6. Splicing and bonding surfaces shall be dry, clean and free of all contaminants.
7. Cold temperatures will not restrict installation of Single Ply Roofing System. Follow specified precautions for storage of materials and expose only enough cement and adhesive to be used within a four (4) hour period. All materials, except membrane, must be stored between 60 degrees F and 80 degrees F. If exposed to lower temperature, restore materials to 60 degrees F, minimum temperature, before using.

### 3.7 ROOF INSULATION INSTALLATION

- A. Roof Insulation: Shall be installed as per Section 07 22 00 and the membrane system manufacturer's written requirements.

### 3.8 FULLY ADHERED MEMBRANE PLACEMENT

- A. Place membrane sheet, without stretching, over the acceptable substrate and allow to relax for a minimum of 30 minutes before applying bonding adhesive. During cold weather application, it is recommended that only standard 10' wide panels be used. (Larger panels have factory folds which do not relax during cold weather, which in turn, makes it difficult for proper application.)
- B. After making sure the sheet is placed in its final position, fold it back evenly onto itself so as to expose the underside. (Note: The sheet fold should lay smooth so as to minimize the formation of wrinkles during and after installation.)
- C. Sweep the mating surface of the membrane with a stiff broom to remove excess dusting agent (if any) or other contaminants from the mating surface.
- D. Apply bonding adhesive at about the same time to both the exposed underside of the sheet and the substrate to which it will be adhered so as to allow approximately the same drying time. Apply bonding adhesive so to provide an even and uniform film thickness.
- E. Care must be taken not to apply bonding adhesive over an area that is to be later cleaned and spliced to another sheet or flashing.
- F. Refer to container label and manufacturer's Technical Information Sheet for specific application requirements.
- G. Allow bonding adhesive to flash off until tacky. Touch the bonding adhesive surface with a clean, dry finger to be certain that the adhesive does not stick or string. As you are touching the adhesive, pushing straight down to check for stringing, also push forward on

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the adhesive at an angle to ensure that the adhesive is ready throughout its thickness. If either motion exposes wet or stringy adhesive when the finger is lifted, then it is not ready for mating. Flash off time will vary depending on ambient air conditions.

- H. Starting at the fold, roll the previously coated portion of the sheet into the coated substrate slowly and evenly so as to minimize wrinkles.
- I. To ensure proper contact, compress the bonded half of the sheet to the substrate with a stiff push broom.
- J. Fold the un-adhered half of the membrane sheet back onto itself, and repeat the bonding procedure to complete the bonding of the sheet.

### 3.9 MEMBRANE LAP SPLICING

- A. Position the sheet at the splice area by overlapping the membranes. Once the membrane is in place, mark the bottom sheet  $\frac{1}{2}$ " to  $\frac{3}{4}$ " from the edge of the top sheet every 4 to 6 feet with a lumber crayon or similar type marking device. Tack the sheet back as necessary to hold back the membrane at the splicing area.
- B. Remove excess amounts of dusting agent on the sheet and at factory splices using a stiff push broom. Stir primer thoroughly before and during use. Dip the scrubbing pad into the bucket of primer, keeping the scrubbing pad flat. Apply the primer using long back and forth type strokes with pressure along the length of the splicing. Apply primer to both surfaces at the same time to allow the same flash off time. Change the scrub pad each 200 feet of 6-inch field splice, or when the pad will no longer hold the proper amount of primer. Additional scrubbing is required at areas that may have become contaminated or have excess amounts of dusting agent, and at all factory splices.
- C. Position the seam tape (with paper intact) on the bottom sheet, aligning the edge of the release paper with the markings. Immediately roll the splice tape with a 3"-4" wide silicone or silicone sleeved steel hand roller or a short nap paint roller.
- D. When the seam tape has been installed for the entire splice length allow the top sheet to rest on top of the tape's paper backing. Trim the top sheet as necessary to assure that  $\frac{1}{8}$ "- $\frac{1}{2}$ " of the seam tape will be exposed on the finished splice.
- E. To remove paper backing from the tape, first roll back the EPDM sheet, then peel the paper backing off the seam tape by pulling against the weight of the bottom sheet at approximately a 45-degree angle to the tape and parallel with the roof surface. Allow the top sheet to fall freely onto the exposed seam tape. Broom the entire length of the splice as the release paper is being removed.
- F. Roll the splice using a 1- $\frac{1}{2}$ "-2" wide silicone or silicone sleeved steel hand roller, first across the splice, and then along the entire length of the splice.
- G. Special Considerations (End Laps, "T" Joints, etc.):

1. When the splice is greater in length than the tape, the adjoining seam tape must be overlapped a minimum of 1".
  2. Trim seam tape so that the edge of seam tape and the edge of the membrane are flush beneath the "T" joint area.
  3. Apply a section of peel and stick flashing or peel and stick joint cover over the "T" joint area.
  4. If cured EPDM is used as flashing, apply an 8" long section of peel and stick flashing or a peel and stick joint cover over the intersection of the flashing and field splice intersection.
- H. All seam areas that have the potential for ponding water over 24 hours shall be stripped off with 6" peel and stick material approved by the roof system manufacturer.

### 3.11 MEMBRANE SECUREMENT (BASE TIE-IN) LOCATION AND INSTALLATION

- A. Secure membrane at all locations where the membrane terminates or goes through an angle change greater than 2" in 12" (i.e. roof edges, curbs, interior walls, etc.), except for round pipe penetrations less than 18" in diameter and square penetrations less than 4" square.
- B. Install reinforced perimeter termination strip into the structural substrate or wood nailer as shown in details:
1. Mechanically fasten reinforced perimeter termination strips with fasteners and 2" seam plates in accordance with the manufacturer's requirements.

### 3.12 FLASHING - PENETRATIONS

- A. General:
1. Remove all existing flashings (i.e. lead, asphalt, mastic, etc.).
  2. Flash all penetrations passing through the membrane.
  3. The flashing seal must be made directly to the penetration.
- B. Pipes, Round Supports, etc.:
1. Flash with pre-molded EPDM pipe flashing where practical. **DO NOT CUT AND PATCH MOLDED EPDM PIPE FLASHINGS.**
  2. Flash using Form Flash when pre-molding EPDM pipe flashing is not practical.
- C. Pipe Clusters and Unusual Shaped Penetrations:
1. Fabricate penetration pockets to allow a minimum clearance of 1" between the penetration(s) and all sides.
  2. Secure penetration pockets as shown in Details.
  3. Fill penetration pockets with pourable sealer, so as to shed water. Pourable sealer shall be a minimum of 2" deep.
- D. Hot Pipes: Protect the rubber components from direct contact with steam or heat sources

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when the in-service temperature is in excess of 180 degrees Fahrenheit. In all such cases, flash to an intermediate insulated "cool" sleeve.

- E. Flexible Penetrations: Provide a weather tight gooseneck set in water block seal and secured to the deck.

### 3.13 FLASHING - WALLS, PARAPETS, MECHANICAL EQUIPMENT CURBS, ETC.

- A. Using the longest pieces practical, flash all walls, parapets, curbs, etc., to the height as specified by the project designer and/or required by the roof membrane manufacturer.
- B. The following substrates require an overlayment of 5/8" exterior grade or pressure treated plywood mechanically fastened in accordance with the project designer's requirements.
  - 1. Gypsum board
  - 2. Stucco
  - 3. Cobblestone
  - 4. Textured masonry
  - 5. Corrugated metal panels
  - 6. Other uneven substrates
- C. Complete the splice between flashing and the main roof sheet with splice adhesive before adhering flashing to the vertical surface. Provide lap splices in accordance with manufacturer's details.
- D. Apply bonding adhesive at about the same time to both the flashing and the surface to which it is being bonded so as to allow approximately the same flash off time. Apply bonding adhesive evenly to avoid globs.
- E. Allow bonding adhesive to flash off until tacky. Touch the bonding adhesive surface with a clean, dry finger to be certain that the adhesive does not stick or string. As you are touching the adhesive, pushing straight down to check for stringing, also push forward on the adhesive at an angle to ensure that the adhesive is ready throughout its thickness. If either motion exposes wet or stringy adhesive when the finger is lifted, then it is not ready for mating. Flash off time will vary depending on ambient air conditions.
- F. Roll the flashing into the adhesive evenly and carefully so as to minimize wrinkles. After rolling Form Flash (when used), peel off the release sheet and discard. Form Flash must be contoured to fit the substrate to which it is bonded to minimize bridging or gapping. Use a silicone or silicone sleeved steel roller for rolling in Form Flash.
- G. To ensure proper contact, compress the flashing to the substrate with a stiff push broom.
- H. Provide termination directly to the vertical substrate as shown in detail drawings or required by roof system manufacturer.
- I. Where a flashing splice crosses a field splice, install a peel and stick joint cover, a 6" length of peel and stick flashing, or a 6" x 6" section of Form Flash.

J. Provide Intermediate Attachment:

1. Intermediate attachment is required as follows:

| <u>Wall Height</u> | <u>Intermediate attachment requirements</u> |
|--------------------|---|
| Up to 5 feet       | None  |
| 5' - 10'           | One attachment at 1/2 the wall height       |
| Above 10'          | One attachment every 36 inches              |

2. Intermediate attachment is not required under the following conditions regardless of wall height:
- The wall surface is smooth without noticeable high spots or depressions (i.e. plywood, poured or pre-cast concrete, or hollow core block or masonry walls where mortar joints are flush with the masonry surface.
  - Termination is provided in accordance with Details.
  - Existing flashings are removed.

3.14 FLASHING - ROOF EDGE METALS

A. Using d Stick Flashing: Flash roof edge metals using peel and stick flashing, if required, as follows:

- Remove excess amounts of dusting agent by brooming. Apply primer to the metal edging and membrane as described in Specifications. Allow the primer to flash off.
- Place the roll of peel and stick flashing on the roof a few feet ahead of the application starting point, positioned so that it unrolls from the top of the roll (release paper will be on top). Remove approximately 2'-3' of release paper and apply to the metal flange and membrane. Lap adjacent rolls of peel and stick flashing a minimum of one inch.
- With a 2"-3" wide silicone or silicone sleeved steel hand roller, roll the peel and stick flashing to ensure proper adhesion. Additional attention must be given to factory splice intersections and to any change in plane.
- Special Considerations (End Laps, "T" Joints, etc.):
  - Apply 6" length of peel and stick flashing, a peel and stick joint cover, or 6" x 6" FormFlash to the inside edge of the peel and stick flashing at all overlaps.
  - Apply 6" length of peel and stick flashing, a peel and stick joint cover, or 6" x 6" FormFlash at all intersections between the peel and stick flashing and field fabricated splices.
  - Where peel and stick flashing will not completely cover the metal flange, an additional piece of peel and stick flashing must be applied to the metal edge laps. Apply lap sealant at the intersections of the flashing sections.
  - If the roof edge includes a gravel stop and sealant is not applied between the laps in the metal edging, an additional piece of peel and stick flashing shall be applied over the metal lap to the top of the gravel stop, after the initial application of peel and stick flashing. Seam edge treatment shall be applied at the intersections of the two flashing sections.
- The optimal use of peel and stick flashing is where a 3" metal flange is being used.

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This will provide the minimum 2" splice to the membrane, with the remaining 3" of the material completely covering the metal flange. If a flange wider than 3" is used the joints of the sheet metal edge must be flashed using peel and stick flashing and primer.

### 3.15 MEMBRANE REPAIR

- A. Repair Cuts/Punctures in the Membrane, or Wrinkles within 18" of a Splice:
  - 1. A wrinkle running toward a splice, or within 18" of a splice must be repaired. The wrinkle must be cut out and patched with a section of EPDM membrane having no factory splices. Provide a splice that extends a minimum of 3" beyond the boundaries of the cut in all directions. If the wrinkle occurs through FormFlash, then FormFlash shall be used for repair, however, FormFlash may not extend onto the roof surface more than 6". If repairing of the same wrinkle must continue, then EPDM membrane must be used. Install the EPDM repair membrane first, rounding all corners of the repair piece.
  - 2. Repair a cut or puncture in the EPDM membrane with EPDM membrane. The repair must extend a minimum of 3" beyond the boundary of the affected area in all directions. Round all corners of the repair piece (Example: a pinhole will require a minimum 6" x 6" EPDM section).
- B. When repairing membrane, which has been in service for some time, it is necessary to remove accumulated dirt. Proper membrane preparation is made by first scrubbing the membrane with a scrub brush and warm soapy water, then rinsing with clear water and drying with clean cotton cloths. Cleaning the area using clean cotton cloths with splice wash is often necessary.
  - a. Repairs must be made with splice adhesive.

### 3.16 WALKPAD INSTALLATION

- A. Install new walk pads at roof hatches, around all motorized equipment, under wood blocking supports and other locations indicated on the contract documents or according to the manufacturer's written instructions and requirements.
- B. Clean substrate of dust, debris, moisture, and other substances detrimental to installation of the walk pad materials according to manufacturer's written instructions. Protect the membrane from damage and wear during the walk pad installation.

### 3.17 MEMBRANE CLEAN-UP

- A. The Contractor shall remove all construction debris from the roof's surface on a daily basis.
  - 1. On a daily basis, clean up all debris from the grounds and roof and store in containers for proper removal from the job site. Keep all walks and building entrance areas clear at all times. Install barricades as required to protect all visitors and employees at the school.
  - 2. Conduct a magnetic sweep of the finished roof system and the grounds daily as

required.

END OF SECTION

**SECTION 07 62 00 – SHEET METAL FLASHING AND TRIM**

**PART 1 - GENERAL**

**1.1 DESCRIPTION**

- A. Work included: Provide all flashing and sheet metal not specifically described in other Sections of these Specifications but required to prevent penetration of water through roof flashing details and penetrations.
- B. Related work described elsewhere:
  - 1. Selective Demolition Section 02 07 00
  - 2. EPDM Roofing System Section 07 57 00
  - 3. Sealants and Caulking Section 07 92 00

**1.2 QUALITY ASSURANCE**

- A. Standards: Comply with standards specified in this Section.
- B. Qualification of manufacturer: Prefabricated products used in the work of this Section shall be produced by manufacturers regularly engaged in the manufacture of similar items and with a history of successful production acceptable to the Owner.
- C. Qualification of installers: Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.

**1.3 SUBMITTALS**

- A. General: Comply with provisions of General Conditions.
- B. Manufacturer's data: Within ten (10) calendar days after receipt of the Notice to Proceed, submit:
  - 1. Complete materials list of all items proposed to be furnished and installed under this Section indicating amount, gauge and/or weight, dimensions, and type.
  - 2. Manufacturer's specifications and other data required to demonstrate compliance with the specified requirements.
  - 3. The manufacturer's recommended installation procedures and the shop drawings, when approved by the Owner, will become the basis for inspecting and accepting or rejecting actual installation procedures used on the Work.

**1.4 PRODUCT HANDLING**

- A. Protection: Use all means necessary to protect materials of this Section before, during, and after installation and to protect installed work and materials of all other trades.

- B. Replacements: In the event of damage, immediately make all repairs and replacements necessary to the approval of the Owner and at no additional cost to the Owner.

## PART 2 - PRODUCTS

### 2.1 DESIGN

- A. Standard commercial items may be used for flashing, trim, and reglets, provided all such items meet or exceed the quality standards specified herein.
- B. Quality standards: In addition to complying with all pertinent codes and regulations, comply with all pertinent recommendations contained in "Architectural Sheet Metal Manual," current edition of the Sheet Metal and Air Conditioning Contractors National Association.

### 2.2 RIVETS

- A. Use only soft iron rivets having a rust-resistive coating when required.

### 2.3 FLUX

- A. All flux used shall be rosin.

### 2.4 SOLDER

- A. All solder used shall conform to ASTM B-32, Grade Sn50, used with rosin flux.

### 2.5 COUNTERFLASHING

- A. Provide min. 4-inch metal counter flashing at all flashing locations.
- B. Existing counter flashing shall be reused, when available, with repairs as required.
- C. New thru-wall metal counter flashing (if required) shall be 16 oz copper.

### 2.6 PITCH POCKETS

- A. Material for pitch pockets on EPDM roof areas shall be the manufacturer's standard prefabricated accessory installed to meet the manufacturer's requirements.
- B. All prefabricated pitch pockets shall be filled with compatible material according to the manufacturer's recommendations.

### 2.7 METAL COPING

- A. Provide pre-manufactured metal coping system tested per ANSI/SPRI ES-1 for the wind uplift requirements of the project. Material for metal coping shall be minimum .050 aluminum with a factory applied finish.

- B. Finish shall be minimum 70% Kynar fluorocarbon coating (or approved equal). Color shall be selected by Owner from manufacturer's full range of colors.
- C. Metal coping shall be included in the system warranty by the primary roof system manufacturer. Also provide the manufacturer's 20-year, 110 mph (minimum) wind warranty on the metal coping system.
- D. Outside face of new metal coping shall extend to exceed the length of existing coping by a minimum of 1/2-inch or as required to cover existing sealant contamination on exterior of existing wall.

## 2.8 GUTTERS, CONDUCTOR HEADS & DOWNSPOUTS

- A. Furnish and install new K style gutters and new downspouts matching existing size as required and shown.
- B. Material for gutter shall be minimum .040 aluminum with a Kynar (or approved equal) finish. Finish shall be minimum 70% Kynar fluorocarbon coating. Color as selected by the Owner from the manufacturer's full range of colors.
- C. Material for downspouts and conductor heads shall be minimum .040 aluminum with a Kynar (or approved equal) finish. Finish shall be minimum 70% Kynar fluorocarbon coating. Color as selected by the Owner from the manufacturer's full range of colors.
- D. Conductor head(s) shall be 12"w x 12"h x 9"d, profile as required and shown.
- E. Downspout shall be shop-fabricated 3-inch x 4-inch rectangular downspout for the gutter system. Install downspout where shown. Connect to existing subgrade drainage system.
- F. Provide all outlets, hangers, straps and accessories as required to provide a complete, functional and watertight system.
- G. New 12"x 31" concrete splash blocks shall be installed at all downspout locations that discharge onto lower roof areas. Splash blocks shall be precast, reinforced concrete units with rounded corners and formed by wet mold and shall be set on membrane manufacturer's standard slipsheet material.

## 2.9 DRIP EDGE METAL

- A. Provide pre-manufactured drip edge systems at gutter edges tested per ANSI/SPRI ES-1 that meet the wind uplift requirements of the project. Material for metal edge shall be minimum .040 aluminum with a Kynar finish.
- B. Finish shall be minimum 70% Kynar fluorocarbon coating. Color shall be as selected by Owner and Consultant from manufacturer's full range of colors.
- C. Metal edge shall be included in the system warranty by the primary roof system manufacturer. Also, provide the manufacturer's 20-year, 110 mph (minimum) wind warranty on the metal edge system.

2.10 OTHER MATERIALS

- A. All other materials, not specifically described but required for a complete and proper installation of the work of this Section, shall be new, first quality of their respective kinds, and as selected by the Contractor subject to the approval of the Owner.

PART 3 - EXECUTION

3.1 INSPECTION

- A. Examine the areas and conditions under which the work of this Section will be installed. Correct conditions detrimental to the proper and timely completion of the Work. Do not proceed until unsatisfactory conditions have been corrected.

3.2 WORKMANSHIP

A. General:

- 1. Form all sheet metal accurately and to the dimensions and shapes required, finishing all molded and broken surfaces with true, sharp, and straight lines and angles and, where intercepting other members, soldering securely.
- 2. Unless otherwise specifically permitted by the Owner, turn all exposed edges back 1/2".

B. Weatherproofing:

- 1. Finish watertight and weathertight where so required.
- 2. Make all lock seam work flat and true to line.
- 3. Make all lock seam and lap seams, when soldered, at least 1/2" wide.
- 4. Make all flat and lap seams in the direction of flow.
- 5. Counter flashing at curbs shall be lapped a minimum of 4", riveted and sloped from the penetration to prevent water from laying on the detail.

C. Nailing:

- 1. Whenever possible, secure metal by means of clips or cleats without nailing through the metal.
- 2. In general, space all screws not more than 8-inches apart, where exposed to the weather, and use neoprene washers.
- 3. For nailing into brick, use drilled plugholes and plugs.

3.3 EMBEDMENT

- A. Prime metal flanges on all metal components top and bottom prior to installation.
- B. Embed all metal in connection with roofs in a solid bed of sealant, using materials and methods described in these Specifications or other materials approved in advance by the Owner.

END OF SECTION

**SECTION 07 92 00 – SEALANTS AND CAULKING**

**PART 1 - GENERAL**

**1.1 DESCRIPTION**

- A. Work included: Throughout the Work, seal all joints as required to provide a positive barrier against passage of air and passage of moisture. In general, Work of this Section includes cleaning and caulking miscellaneous joints as needed.
- B. Related work described elsewhere:
  - 1. EPDM Roofing System - Section 07 57 00
  - 3. Flashing and Sheet Metal - Section 07 62 00

**1.2 QUALITY ASSURANCE**

- A. Standards: Comply with all standards specified in this Section.
- B. Qualifications of Manufacturers: Products used in the work of this Section shall be produced by manufacturers regularly engaged in manufacture of similar items and with a history of successful production acceptable to the Owner.
- C. Adhere strictly to the details shown on the Drawings or in manufacturer's recommended procedures.
- D. Qualifications of Installer:
  - 1. Proper caulking and proper installation of sealant requires that installer be thoroughly trained and experienced in the necessary skills and thoroughly familiar with the specified requirements.
  - 2. For caulking and installation of sealant throughout the Work, use only personnel who have been specifically trained in such procedures and who are completely familiar with the joint details shown on the Drawings and the installation requirements called for in this Section.

**1.3 SUBMITTALS**

- A. General: Comply with provisions of the General and Special Conditions.
- B. Manufacturer's data: Within ten (10) calendar days after receipt of the Notice to Proceed, submit:
  - 1. A complete materials list showing all items proposed to be furnished and installed under this Section.
  - 2. Sufficient data to demonstrate that all such materials meet or exceed the specified requirements.
  - 3. Specifications, installation instructions, and general recommendations from the materials manufacturers showing procedures for installation.
- C. Upon approval by the Owner, the proposed installation procedures will become the basis for inspecting and accepting or rejecting actual installation procedures used on the work.
- D. Samples: Upon request, submit samples of products to be used, within ten (10) days of such request.

1.4 PRODUCT HANDLING

- A. Delivery and storage: Deliver all materials of this Section to the job site in the original unopened containers with all labels intact and legible at time of use. Store only under conditions recommended by the manufacturers. Do not retain on the job site, any material that has exceeded the shelf life recommended by its manufacturer.
- B. Protection: Use all means necessary to protect the materials of this Section before, during, and after installation and to protect the work and materials of all other trades.
- C. Replacements: In the event of damage, immediately make all repairs and replacements necessary to the approval of and at no additional cost to the Owner.

PART 2 - PRODUCTS

2.1 SEALANTS

- A. General: Except as specifically otherwise directed by the Owner, use only the type of sealant described in this Article.
- B. Sealant shall be a gun grade compound conforming to ASTM C-920-79. Each color and each class of sealant shall be the product of a single manufacturer selected from the following, or shall be equal products as approved in advance by the Owner.
  - 1. Acceptable products include:
    - a. "Chem-Calk N-Cure 2000": Bostik construction Products Div.
    - b. "Dow Corning 790": Dow Corning Corp
    - c. "864": Pecora Corp.
    - d. "Sonolastic NP2": Sonneborn
- C. Colors: Colors for each sealant installation will be selected by the Owner from standard colors normally available from the specified manufacturers. Should such standard color not be available from the approved manufacturer, except at additional charge, provide all such colors at no additional cost to the Owner.
  - 1. In concealed installations, and in partially or fully exposed installations, where so approved by the Owner, standard aluminum gray sealant may be used.

2.2 PRIMERS

- A. Use only those primers, which are non-staining, have been tested for durability on the surfaces to be sealed and are specifically recommended for this installation by the manufacturer of the sealant used.

2.3 BACKUP MATERIALS

- A. General: Use only those backup materials which are specifically recommended for this installation by the manufacturer of the sealant used, and which are nonabsorbent and non-staining.

- B. Acceptable types include:
  - 1. Closed-cell-sponge of vinyl or rubber.
  - 2. Polychloroprene tubes or beads.
  - 3. Polyisobutylene extrusions.
  - 4. Oil-less dry jute.

#### 2.4 BOND-PREVENTIVE MATERIALS

- A. Use only one of the following as best suited for the application and as recommended by the manufacturer of the sealant used:
  - 1. Polyethylene tape, pressure-sensitive adhesive, with the adhesive required only to hold tape to the construction materials as indicated.

#### 2.5 MASKING TAPE

- A. For masking around joints, provide masking tape conforming to manufacturer standards.

#### 2.6 OTHER MATERIALS

- A. All other materials not specifically described but required for complete and proper caulking and installation of sealants, shall be first quality of their respective kinds, new, and as selected by the Contractor subject to the approval of the Owner.

### PART 3 - EXECUTION

#### 3.1 INSPECTION

- A. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to the proper and timely completion of the Work. Do not proceed until unsatisfactory conditions have been corrected.

#### 3.2 PREPARATION

- A. Concrete and masonry surfaces:
  - 1. All surfaces in contact with sealant shall be dry, sound, and well brushed and wiped free from dust.
  - 2. Use solvent to remove oil and grease, wiping the surfaces with clean rags.
  - 3. Where surfaces have been treated, remove the surface treatment by use of sandblasting or wire brushing.
  - 4. Remove all laitance and mortar from the joint cavity.
  - 5. Where backstop is required, insert the approved backup material in the joint cavity to the depth required.

- B. Steel surfaces: Steel surfaces in contact with sealant shall be sandblasted or, if sandblasting would not be practical or would damage adjacent finish, the metal shall be scraped or wire-brushed to remove mill scale.
  - 1. Use solvent to remove oil and grease, wiping the surfaces with clean rags.
  - 2. Remove protective coatings on steel by sandblasting or by a solvent that leaves no residue.

### 3.3 INSTALLATION OF BACKUP MATERIAL

- A. Use only the backup material recommended by the manufacturer of the sealant and approved by the Owner for the particular installation, compressing the backup material 25% to 50% to achieve a positive and secure fit. When using backup of tube or rod stock, avoid lengthwise stretching of the material. Do not twist or braid hose or rod backup stock.

### 3.4 PRIMING

- A. Use only the primer recommended by the manufacturer of the sealant and approved by the Owner for the particular installation. Apply the primer in strict accordance with the manufacturer's recommendations.

### 3.5 BOND-BREAKER INSTALLATION

- A. Install an approved bond-breaker where recommended by the manufacturer of the sealant and where directed by the Owner, adhering strictly to the installation recommendations.

### 3.6 INSTALLATION OF SEALANT

- A. General: Prior to start of installation in each joint, verify the joint type according to the Details in the Drawings, and verify that the required proportion of width of joint to depth of joint has been achieved.
- B. Equipment: Apply sealant under pressure with hand or power-actuated gun or other appropriate means. Guns shall have nozzle of proper size and shall provide sufficient pressure to completely fill joints as designed.
- C. Masking: Thoroughly and completely mask all joints where the appearance of sealant on adjacent surfaces would be objectionable.
- D. Installation of sealant: Install the sealant in strict accordance with the manufacturer's recommendations, thoroughly filling all joints to the recommended depth.
- E. Tooling: Tool all joints.
- F. Cleaning up: Remove masking tape immediately after joints have been tooled. Clean adjacent surfaces free from sealant as the installation progresses. Use solvent or cleaning agent as recommended by the sealant manufacturer.

END OF SECTION

**SECTION 09 90 00 - PAINTING**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Special Conditions and Technical Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. This Section includes surface preparation, painting, and finishing of exposed exterior items and surfaces as specifically indicated on contract drawings.
  - 1. Surface preparation, priming, and finish coats specified in this Section are in additions to shop-priming and surface treatment specified under other Sections.
- B. Paint exposed surfaces where rust/corrosion has begun to develop, except where a surface or material is specifically indicated not to be painted or is to remain natural.
  - 1. Painting includes field painting of the following items if existing:
    - a. Existing painted equipment hoods
    - b. Existing HVAC equipment if rusted
    - c. Existing Roof hatch
    - d. Existing Roof Access Ladders
    - e. Existing Vent Pipes, Gas or Electrical Lines
    - f. Existing Steel Support Pipes or Steel Beams
- C. Painting is not required on pre-finished items, finished metal surfaces, concealed surfaces, operating parts, and labels.
  - 1. Pre-finished items not to be painted include pre-finished metal, pre-painted equipment hoods showing no sign of corrosion, and new pre-painted metal components
- D. Related Sections: The following Sections contain requirements that relate to this Section:
  - 1. Section 07620 - Flashing and Sheet Metal.

**1.3 SUBMITTALS**

- A. General: Submit the following according to Conditions of the Contract and Division 1 Specification Sections.
- B. Product data for each paint system specified, including primers and finish coats.
  - 1. List each material and cross-reference the specific coating, finish system, and application. Identify each material by the manufacturer's catalog number and general classification.
  - 2. Certification by the manufacturer that products supplied comply with local regulations controlling use of volatile organic compounds (VOCs).

- C. Samples for initial color selection in the form of manufacturer's color charts.
  - 1. After color selection, the Owner will furnish color designations for surfaces to be coated.

#### 1.4 QUALITY ASSURANCE

- A. Single-Source Responsibility: Provide primers and undercoat paint produced by the same manufacturer as the finish coats.

#### 1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to the job site in the manufacturer's original, unopened packages and containers bearing manufacturer's name and label, and the following information:
  - 1. Product name or title of material.
  - 2. Product description (generic classification or binder type).
  - 3. Manufacturer's stock number and date of manufacture.
  - 4. Contents by volume, for pigment and vehicle constituents.
  - 5. Thinning instructions.
  - 6. Application instructions.
  - 7. Color name and number.
- B. Store materials not in use in tightly covered containers in a well-ventilated area at a minimum ambient temperature of 45 deg F. Maintain containers used in storage in a clean condition, free of foreign materials and residue.
  - 1. Protect from freezing. Keep storage area neat and orderly. Remove oily rags and waste daily. Take necessary measures to ensure that workers and work areas are protected from fire and health hazards resulting from handling, mixing, and application.

#### 1.6 PROJECT CONDITIONS

- A. Apply solvent-thinned paints only when the temperature of surfaces to be painted and surrounding air temperatures are between 45 deg F and 95 deg F.
- B. Do not apply paint in snow, rain, fog, or mist; or when the relative humidity exceeds 85 percent; or at temperatures less than 5 deg F above the dew point; or to damp or wet surfaces.

### PART 2 - PRODUCTS

#### 2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated in the work include, but are not limited to, the following:
  - 1. The Glidden Company (Glidden).
  - 2. Benjamin Moore and Co. (Moore).
  - 3. PPG Industries, Pittsburgh Paints (PPG).
  - 4. The Sherwin-Williams Company (S-W).

**2.2 PAINT MATERIALS, GENERAL**

- A. **Materials Compatibility:** Provide block fillers, primers, finish coat materials, and related materials that are compatible with one another and the substrates indicated under conditions of service and application, as demonstrated by the manufacturer based on testing and field experience.
- B. **Material Quality:** Provide the manufacturer's best-quality trade sale paint material of the various coating types specified.
  - 1. **Propriety Names:** Use of manufacturer's proprietary product names to designate colors of materials is not intended to imply that products named are required to be used to the exclusion of equivalent products of other manufacturers. Furnish the manufacturer's material data and certificates of performance for proposed substitutions.
- C. **Colors:** Provide color selections made by the Architect from the manufacturer's full range of standard colors, where applicable.

**2.3 PRIMERS**

- A. **Primers:** Provide the manufacturer's recommended factory-formulated primers that are compatible with the substrate and finish coats indicated.
- B. **Available Products:** Subject to compliance with requirements, prime coat materials that may be incorporated in the Work include, but are not limited to, the following.
  - 1. **Ferrous Metal Primer:** Synthetic, quick-drying, rust-inhibiting primer applied at spreading rate recommended by manufacturer to achieve total dry film thickness recommended by manufacturer but not less than 1.3 mils.
    - a. Glidden: 5205 Glid-Guard Tank & Structural Primer, Red.
    - b. Moore: IronClad Retardo Rust-Inhibitive Paint #163.
    - c. PPG: 6-208 Speedhide Interior/Exterior Rust Inhibitive Steel Primer.
    - d. S-W: Kem Kromik Metal Primer B50N2/B50W1.
  - 2. **Galvanized Metal Primer:** Applied at spreading rate recommended by manufacturer to achieve total dry film thickness recommended by manufacturer, but not less than 1.2 mils.
    - a. Glidden: 5229 Glid-Guard Tank and Structural Primer, Red.
    - b. Moore: IronClad Galvanized Metal Latex Primer #155.
    - c. PPG: 90-709 Pitt-Tech One Pack Interior/Exterior Primer/Finish DTM Industrial Enamel.
    - d. S-W: Galvite Paint B50W3.

**2.4 EXTERIOR FINISH PAINT MATERIAL**

- A. **Finish Paint:** Provide the manufacturer's recommended factory-formulated finish-coat materials that are compatible with the substrate and undercoats indicated.

- B. Available Products: Subject to compliance with requirements, finish coat materials that may be incorporated in the Work include, but are not limited to, the following:
1. Alkyd Gloss Enamel: Weather-resistant, air-drying, high-gloss exterior alkyd enamel, applied in 2 coats at spreading rate recommended by manufacturer to achieve a total dry film thickness recommended by manufacturer, but not less than 3.0 mils.
    - a. Glidden: 4500 Glid-Guard Alkyd Industrial Enamel.
    - b. Moore: Impervo Enamel #133.
    - c. PPG: 6-282 Speedhide Interior/Exterior Gloss - Oil Enamel.
    - d. S-W: Industrial Enamel B-54 Series.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine substrates and conditions under which painting will be performed for compliance with paint application requirements. Surfaces receiving paint must be thoroughly dry before paint is applied.
1. Do not begin to apply paint until unsatisfactory conditions have been corrected.
  2. Start of painting will be construed as the Applicator's acceptance of surfaces and conditions within a particular area.
- B. Coordination of Work: Review other Sections in which primers are provided to ensure compatibility of the total system for various substrates. On request, furnish information on characteristics of finish materials to ensure use of compatible primers.
1. Notify the Owner about anticipated problems using the materials specified over substrates primed by others.

#### 3.2 PREPARATION

- A. General: Remove hardware and hardware accessories, plates, machined surfaces, lighting fixtures, and similar items already installed that are not to be painted, or provide surface-applied protection prior to surface preparation and painting. Remove these items, if necessary, to completely paint the items and adjacent surfaces. Following completion of painting operations in each space or area, have items reinstalled by workers skilled in the trades involved.
- B. Cleaning: Before applying paint or other surface treatments, clean the substrates of substances that could impair the bond of the various coatings. Remove oil and grease before cleaning. Schedule cleaning and painting so dust and other contaminants from the cleaning process will not fall on wet, newly painted surfaces.
- C. Surface Preparation: Clean and prepare surfaces to be painted according to the manufacturer's instructions for each particular substrate condition and as specified.
1. Provide barrier coats over incompatible paints or remove and prime.

2. Ferrous Metals: Clean ungalvanized ferrous metal surfaces that have not been shop-coated; remove oil, grease, dirt, loose mill scale, and other foreign substrates. Use solvent or mechanical cleaning methods that comply with recommendations of the Steel Structures Painting Council (SSPC).
    - a. Blast steel surfaces clean as recommended by the paint system manufacturer and according to requirements of SSPC specification SSPC-SP 10.
    - b. Treat bare, sandblasted or pickled clean metal with a treatment wash coat before priming.
    - c. Touch up bare areas and shop-applied prime coats that have been damaged. Wire-brush, clean with solvents recommended by the paint manufacturer, and touch up with the same primer as the shop coat.
  3. Galvanized Surfaces: Clean galvanized surfaces with nonpetroleum-based solvents so that the surface is free of oil and surface contaminants. Remove pretreatment from galvanized sheet metal fabricated from coil stock by mechanical methods.
- D. Materials Preparation: Carefully mix and prepare paint materials according to manufacturer's directions.
1. Maintain containers used in mixing and applying paint in a clean condition, free of foreign materials and residue.
  2. Stir material before application to produce a mixture of uniform density; stir as required during application, stain material before using.
  3. Use only thinners approved by the paint manufacturer and only within recommended limits.

### 3.3 APPLICATION

- A. General: Apply paint according to manufacturer's directions. Use applicators and techniques best suited for substrate and type of material being applied.
- B. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions detrimental to formation of a durable paint film.
1. Locations of surfaces to be painted are indicated on contract drawings or specified, or both.
  2. Provide finish coats that are compatible with primers used.
  3. The number of coats and the film thickness required are the same regardless of the application method. Do not apply succeeding coats until the previous coat has cured as recommended by the manufacturer. Sand between applications where sanding is required to produce a smooth even surface according to the manufacturer's directions.
  4. Apply additional coats if undercoats, stains, or other conditions show through final coat of paint until paint film is of uniform finish, color, and appearance. Give special attention to ensure that surfaces, including edges, corners, crevices, welds, and exposed fasteners, receive a dry film thickness equivalent to that of flat surfaces.
  5. Omit primer on metal surfaces that have been shop-primed and touch-up painted.
- C. Scheduling Painting: Apply first coat to surfaces that have been cleaned, pretreated, or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration.
1. Allow sufficient time between successive coats to permit proper drying. Do not recoat until

paint has dried to where it feels firm, does not deform or feel sticky under moderate thumb pressure, and where application of another coat of paint does not cause the undercoat to lift or lose adhesion.

- D. Application Procedures: Apply paints and coatings by brush, roller, spray, or other applicators according to the manufacturer's directions.
  - 1. Brushes: Use brushes best suited for the material applied.
  - 2. Spray Equipment: Use airless spray equipment with orifice size as recommended by the manufacturer for the material and texture required.
- E. Minimum Coating Thickness: Apply materials no thinner than the manufacturer's recommended spreading rate. Provide the total dry film thickness of the entire system as recommended by the manufacturer.
- F. Prime Coats: Before applying finish coats, apply a prime coat of material, as recommended by the manufacturer, to material that is required to be painted or finished and that has not been prime-coated by others. Recoat primed and sealed surfaces where evidence of suction spots or unsealed areas in first coat appears, to ensure a finish coat with no burn-through or other defects due to insufficient sealing.
- G. Pigmented (Opaque) Finishes: Completely cover to provide a smooth, opaque surface of uniform finish, color, appearance, and coverage. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections will not be accepted.
- H. Completed Work: Match approved samples for color, texture, and coverage. Remove, refinish, or repaint work not complying with specified requirements.

### 3.4 CLEANING

- A. Cleanup: At the end of each work day, remove empty cans, rubbish, and other discarded paint materials from the site.
  - 1. After completing painting, clean glass and paint-spattered surfaces. Remove spattered paint by washing and scraping. Be careful not to scratch or damage adjacent finished surfaces.

### 3.5 PROTECTION

- A. Protect work of other trades, whether being painted or not, against damage by painting. Correct damage by cleaning, repairing or replacing, and repainting, as acceptable to Architect.
  - 1. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

END OF SECTION

SECTION 230100 - MECHANICAL GENERAL PROVISIONS

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.
- B. This Section forms a part of all Division 23 Sections.

1.2 APPLICABLE SPECIFICATIONS, CODES AND STANDARDS

- A. Latest effective publications of following Specifications, regulations, standards, codes, etc., as applicable, form a part of these Specifications the same as if written fully herein and shall be followed as minimum requirements.
- B. Codes and ordinances of local governing agencies:

|        |   |
|--------|---|
| AHRI   | Air Conditioning, Heating, and Refrigeration Institute                    |
| AMCA   | Air Moving and Conditioning Association                                   |
| ANSI   | American National Standard Institute                                      |
| ASHRAE | American Society of Heating, Refrigerating and Air-conditioning Engineers |
| ASME   | American Society of Mechanical Engineers                                  |
| ASTM   | American Society for Testing and Materials                                |
| CPSM   | Construction and Professional Services Manual, 2025 Edition               |
| IEEE   | Institute of Electrical and Electronics Engineers                         |
| VMC    | Virginia Mechanical Code, 2021 Edition                                    |
| NEC    | National Electrical Code (NFPA 70), 2020 Edition                          |
| NEMA   | National Electrical Manufacturers Association                             |
| NFPA   | National Fire Protection Association                                      |
| OSHA   | Occupational Safety and Health Administration                             |
| SMACNA | Sheet Metal and Air-conditioning Contractors National Association         |
| UFAS   | Uniform Federal Accessibility Standards                                   |
| UL     | Underwriters Laboratories, Inc.   |
| VUSBC  | Virginia Uniform Statewide Building Code, 2021 Edition                    |

1.3 DRAWINGS

- A. General arrangements of indicated piping, ductwork and equipment are diagrammatic only, do not scale. Where rearrangement is necessary, submit drawings of proposed changes for approval. Due to scale of drawings, offsets, fittings and accessories may not be indicated. Work indicated, but having details omitted, shall be provided complete to perform function intended without extra cost. Investigate existing structural and finish conditions on roof affecting heating, ventilating and air-conditioning work, etc., and arrange work accordingly.

Furnish fittings and accessories required. Install equipment in accordance with manufacturer's recommendations and clearance requirements.

1.4 COORDINATION

- A. Coordinate equipment with architectural plans and work in order to avoid omissions and to eliminate any interference. Report in writing discrepancies, if found, to the Engineer as soon as possible after discovery.

1.5 WORKMANSHIP

- A. Workmanship shall be first class and of best quality in accordance with approved contemporary construction practices. Defective equipment and materials, or material damaged in the course of installation and tests shall be replaced or repaired in an approved manner.

1.6 CUTTING

- A. Cutting shall be carefully done. Repair damage to the building, piping, wiring, or equipment as a result of cutting for installation, using skilled mechanics of trade involved.

1.7 APPROVAL OF MATERIALS, FIXTURES AND EQUIPMENT

- A. See Specification Section 013300 "Submittal Procedures", for shop drawing submittal procedures. Within 30 days after award of the Contract and before any purchases are made, submit for approval a complete list of materials, fixtures and equipment proposed, together with names of manufacturers and catalog numbers for each Specification Section. Furnish other detailed information where directed. No consideration will be given to partial lists submitted from time to time. Approval of materials shall be based on manufacturer's published ratings. Materials, fixtures and equipment listed which are not in accordance with specified requirements shall be rejected. Contractor shall make resubmission of items not approved within 30 days from date of rejections. Submission shall be complete with description, ratings, dimensions and related items and any additional information required by the Engineer.
- B. Materials and equipment shall be new, conforming to these Specifications.
- C. Two or more units of same class of equipment shall be product of single manufacturer; however, component parts of system need not be product of same manufacturer.
- D. Mechanical design has given full consideration to space requirements for equipment specified. Contractor is responsible for selecting equipment that will be accommodated by this space. Equipment not conforming to space allotted shall be rejected.
- E. Submit one copy of equipment installation manuals to the Engineer for their use.

1.8 EQUIPMENT DESIGN

- A. Equipment and accessories not specifically described or identified by manufacturer's catalog numbers shall be designed in conformity with ASME, ANSI, IEEE, or other applicable technical standards, suitable for maximum working pressure and shall have neat and finished appearance.

1.9 SUPERVISION

- A. The Contractor for each Section under this Division shall maintain a competent foreman on the job at all times to supervise the work and coordinate with other trades for the installation of the system. Submit foreman's qualifications, including master's trade license, to the Engineer for approval.

1.10 NOTICES AND FEES

- A. Give all required notices, obtain all necessary permits and pay all required fees.

1.11 RECORD DRAWINGS

- A. Refer to Specification Section 017839 "Project Record Documents.

1.12 WARRANTY-GUARANTEE

- A. Contractor shall furnish written warranty, countersigned and guaranteed by the General Contractor, stating that work executed under this Section of the Specifications shall be free from defects of materials and workmanship for a period of 12 months from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 DUCT AND PIPE PENETRATIONS THROUGH FLOORS, WALLS AND CEILINGS

- A. Fit ductwork passing through roof membrane with a 12" insulated 18-gauge galvanized roof curb. Provide flashing, counter flashing at duct and roof penetrations. Provide roof curbs for all relief vents and exhaust fans shown on the drawings.

2.2 ELECTRICAL WORK FOR EQUIPMENT UNDER MECHANICAL SYSTEMS

- A. All electrical power wiring required for equipment installed under Division 23 Sections shall be provided under Division 26 Sections.

PART 3 - EXECUTION

3.1 EQUIPMENT INSTALLATION

- A. Erect equipment in neat and workmanlike manner. Align, level and adjust for satisfactory operation. Install so that connecting of accessories can be made readily and so that parts are easily accessible for inspection, operation, maintenance and repair. Minor deviation from indicated arrangements may be made as approved by Engineer.

3.2 EQUIPMENT SUPPORTS AND FOUNDATIONS

- A. Design and construct supporting structures of strength to safely withstand stresses to which they may be subjected and to distribute properly the load and impact over building areas. Conform to applicable technical societies' standards, also to codes and regulations of agencies having jurisdiction. Obtain approval before fabrication.
- B. Provide adequate supports for roof-mounted mechanical equipment. Supports shall keep equipment clear of roof and transmit weight to roof structure.
- C. Contractor shall review Architectural, Electrical, and Mechanical drawings for information regarding roof curbs. Roof curbs shall be installed in a manner such that the curb extends 10" above the roof insulation. Additional wood blocking shall be provided as necessary to ensure roof curb is installed in a level manner and provides the minimum height indicated above.

3.3 NOISE AND VIBRATION

- A. Mechanical and electrical equipment shall operate without objectionable noise or vibration as determined by the Owner.
- B. If such objectionable noise or vibration should be produced and transmitted to occupied portions of building by apparatus, piping, ducts, or other parts of mechanical and electrical work, make necessary changes and additions as approved, without extra cost to the Owner.
- C. Isolators shall prevent, as far as practicable, the transmission of vibration, noise, or hum to any part of building.
- D. Isolators shall suit vibration frequency to be absorbed. Provide isolator units of area and distribution to obtain proper resiliency under load and impact.

3.4 FLASHING

- A. Provide cap flashing for roof-mounted fans, vents and the like.

3.5 PROTECTION OF EQUIPMENT AND MATERIALS

- A. Responsibility for care and protection of mechanical equipment rests with Contractor until Substantial Completion of the work.
- B. Before and after installation, protect equipment and materials against theft, injury, the environment, or damages from all causes.
- C. Protect equipment outlets and openings with temporary plugs or caps.
- D. During construction, seal off all openings into interior of equipment and ductwork with sheet metal or taped polyethylene sheathing to prevent infiltration of dust.
- E. Equipment suitable for exterior installation (i.e., EF-1 through EF-11 and RV-1 through RV-12) shall not be stored in an exterior space, open to the elements. The aforementioned equipment shall be stored in a cool, dry space until it is ready to be installed in its permanent location.
- F. The contractor shall start up all existing exhaust fans removed and reinstalled as part of this project. Provide start-up sheets on all exhaust fans started and submit for review by the engineer. Indicate in the start-up sheets conditions found and if required, recommendations to restore fans to good operation.
- G. An approved copy shall be included in the O & M manual. If required, this same representative shall be made available to review the startup sheets onsite with the Engineer and Owner.

### 3.6 EQUIPMENT MARKING

- A. Label all mechanical equipment, including exhaust fans, and roof vents.
- B. Labels on panels and equipment shall be machine engraved, laminated, 1/8" thick, Bakelite, nameplate type. Labels shall be black faces with white letters. Labels on exterior equipment shall be reflective for easy identification after dark.
- C. Labels shall have 1/4" high letters.
- D. Equipment labels shall be rigidly attached using rivets or screws. Adhesive backing is not acceptable. Label shall include equipment name. It shall also include the electrical circuit from which it is fed.

**PART 4 - PRE-TAB CHECKLIST**

**A. GENERAL**

1. All components of the HVAC system have been installed, including controls and control wiring.
2. Power wiring has been installed and energized to all motorized equipment.
3. All equipment has been started and run tested and all safety controls have been verified to be operational.

**B. AIR DISTRIBUTION AND VENTILATION SYSTEMS**

1. Fans are rotating in correct direction. Fans have been lubricated. Drive pulleys are aligned and belt tension is correct. Setscrews are tight securing keys into key-ways. Fan wheels turn freely and are balanced. Belt guards are in place.
2. Vibration isolators and flexible connectors have been installed where required. With fans in operation, there is no excessive vibration of fan assemblies or ductwork.

I, \_\_\_\_\_, an authorized representative of  
(Signature and Title)

\_\_\_\_\_  
(Company)

attest that all items contained in the above Pre-Tab Checklist have been completed and  
verified as of this date: \_\_\_\_\_.

PART 5 - Equipment Inventory Template

A. **Project Name:** Dinwiddie Education Annex Facility Roof Replacement Project

B. **Project Address:** 12318 Boydton Plank Rd, Dinwiddie, VA 23841

C. **Description of Item:** \_\_\_\_\_  
(i.e., Air Handling Unit, Ductless Split System, etc.)

D. **Classification:**  
 HVAC  
 Plumbing  
 Fire Protection

E. **Building:**  
\_\_\_\_\_

F. **Equipment Location (Room Number):**  
\_\_\_\_\_

G. **Date Purchased:**  
\_\_\_\_\_

H. **Date Placed in Service:**  
\_\_\_\_\_

I. **Original Cost:**  
\_\_\_\_\_

J. **Life Expectancy (years):**  
\_\_\_\_\_

K. **Estimated Replacement Date:**  
\_\_\_\_\_

L. **Estimated Replacement Cost:**  
\_\_\_\_\_

M. **Manufacturer:**  
\_\_\_\_\_

N. **Model/Serial#:**  
\_\_\_\_\_

END OF SECTION 230100

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SECTION 260100 - ELECTRICAL GENERAL PROVISIONS

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 SCOPE OF WORK

- A. This Section of the Specifications describes the material and installation procedures to be followed for furnishing and installing the electrical equipment and material as outlined and described on the contract drawings and as stated in this Division of the Specifications.
- B. Where the word “Contractor” appears in this Division of the Specifications, it applies to the Contractor performing the electrical portion of the work, unless specifically indicated otherwise.
- C. The Contractor shall install the systems as specified herein and indicated on the contract drawings and shall furnish all labor, material, tools, scaffolds, erection equipment, services and other items of expense as necessary as a part of this Contract. This Contract further includes placing the systems into operation and properly testing, adjusting, balancing and training the owner’s personnel on the use of all items of equipment as specified and as approved by the Architect.

1.3 SUPERVISION

- A. The Electrical Contractor shall have a competent and English speaking designated Supervisor who is a Certified Master Electrician on the job site at all times that any electrical work is being performed. This shall include any and all electrical work being accomplished by contractors who are subcontractors to the prime Electrical Contractor.

1.4 DRAWINGS

- A. General arrangements of the necessary conduits, feeders, and equipment are indicated on the drawings in diagrammatic form only. Due to the scale of the drawings, offsets, fittings, and accessories may not be shown. Work indicated but having details omitted shall be provided complete to an operating condition with all fittings, wiring, and ancillary equipment and material as required. Where rearrangement is necessary, submit drawings of proposed changes for approval and coordinate and arrange work with consideration to the architectural, mechanical, roofing, and the existing building conditions, and to the work of the various other building trades. Equipment provided under this Division of the

Specifications shall be installed in accordance with the recommendations of the equipment or material manufacturer.

1.5 COORDINATION

- A. Coordinate the electrical work with the architectural, mechanical, roofing, and the existing building conditions, and work in order to avoid omissions and to eliminate any interference. Report any discrepancies found, as soon as possible, after discovery, to the Architect.
- B. The contractor shall coordinate the following electrical requirements for all mechanical equipment with the Division 23 Contractor:
  - 1. Number of electrical connections.
  - 2. Number and size of feeders' terminal lugs.

1.6 CODES AND STANDARDS

- A. Various recognized codes and standards form a part of these Specifications the same as if written fully herein and shall be followed as minimum requirements. The codes and standards will be referred to by their abbreviated names and are listed below. Reference to these standards shall be understood to mean the latest edition and accumulative supplements which have been adopted by the "Authority Having Jurisdiction," unless noted otherwise.

|          |   |
|----------|---|
| ANSI     | American National Standards Institute             |
| ASTM     | American Society for Testing and Materials        |
| ICC      | International Code Council                        |
| ICEA     | Insulated Cable Engineers Association             |
| IEEE     | Institute of Electrical and Electronics Engineers |
| NEC      | National Electrical Code (NFPA 70), 2020 Edition  |
| NEMA     | National Electrical Manufacturers Association     |
| NESC     | National Electrical Safety Code                   |
| NFPA     | National Fire Prevention Association              |
| NFPA 70E | Standard for Electrical Safety in the workplace   |
| OSHA     | The Occupational Safety and Health Act            |
| UFAS     | Uniform Federal Accessibility Standards           |
| UL       | Underwriters Laboratories, Inc.                   |
| VEBC     | Virginia Existing Building Code, 2021             |

- B. All equipment, material, apparatus, and work shall conform to the requirements of the NEC. If the Contractor observes that the drawings and specifications are at variance therewith, the contractor shall notify the Architect in writing. If the Contractor performs such work contrary to the above referenced rules and regulations and without written acknowledgment or notice thereto, they shall correct this work and bear all cost arising therefrom.

1.7 NOTICES AND FEES

- A. Give all required notices, obtain all necessary permits, and pay all required fees, including any fees associated with temporary electrical power services during construction. Utility company fees, which are for the permanent installation of electrical power services, shall be paid for by the Owner.

## PART 2 - PRODUCTS

### 2.1 EQUIPMENT AND MATERIALS

- A. Only the types of materials specified herein are approved for use on this project. No other material types will be considered.

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. "Provide," as used on the drawings and in these Specifications, shall mean furnish, install, connect, adjust, test, and place into operation, except where otherwise specifically stated in the contract documents.
- B. Provide coordinated electrical systems, equipment, and material complete with auxiliaries and accessories as required for a complete and operable finished project.
- C. Run all conduits concealed except where specifically indicated otherwise. Exposed conduit installation other than where indicated shall be approved by the Architect to installation.

### 3.2 CLEANING

- A. Remove all dirt, trash, and oil from all raceways, boxes, and fittings.
- B. Protect, to the satisfaction of the Architect, all equipment provided against damage during construction. If damage does occur to any materials, refinish, repair, or replace the equipment or material as directed by the Architect.

### 3.3 REPAIR OF EXISTING WORK

- A. Repair of existing work, demolition, and modification of existing electrical distribution systems shall be performed as follows:
  - 1. Workmanship: Lay out work in advance.
    - a. Exercise care when cutting, channeling, chasing, or drilling of floors, walls, partitions, ceilings, or other surfaces as necessary for proper installation,

support, or anchorage of conduit, raceways, or other electrical work. Repair damage to buildings and materials or equipment damaged using skilled craftsmen of the appropriate trades.

2. Continuation of Service:
  - a. Maintain continuity of existing circuits to remain. Existing circuits shall remain energized unless otherwise indicated. Circuits which are to remain but were disturbed during demolition shall have circuit wiring and power restored back to original condition as approved by the Architect Only materials specified for this project may be used to affect repairs.

END OF SECTION 260100

SECTION 260500 - MATERIALS AND METHODS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and General provisions of the Contract, including General and Supplementary Conditions, Division 1 Specification Sections, and Section 260100, "Electrical General Provisions," apply to this Section.

1.2 SCOPE OF WORK

- A. Provide all labor, material, tools, scaffolds, erection equipment, services and supplies to fabricate, install, connect, adjust, test, and place in operation the electrical and other systems as called for in these Specifications and as indicated on the Contract Drawings.
- B. Properly store and protect all material and equipment until installed.
- C. All material and equipment shall be new and of the quality noted or specified. Material, equipment, and work of inferior quality will be rejected and shall be removed from the job site immediately upon rejection and replaced. Unacceptable work shall be removed and replaced. All replacement material and work shall be done at the Contractor expense. The Architect will decide upon the quality of material and equipment furnished and of the work performed.

1.3 WARRANTIES

- A. The Contractor shall provide the Owner with a one-year, unlimited material and labor warranty on all work accomplished and materials provided under Division 26, including all components thereof except as otherwise noted herein or in other specifications. The warranty start date is the date of project "Substantial Completion" as determined by the Architect.

PART 2 - PRODUCTS

2.1 MATERIAL

- A. Electrical material furnished under these Specifications shall be new and listed by UL and shall bear the UL label where labeling service is available for the type of material provided for this project.

2.2 RACEWAYS

- A. Raceways shall be of the size indicated or as required by the NEC; whichever is the larger; except where larger conduits are specified on the Contract Drawings. Raceways shall be 1/2" minimum.
- B. Raceways shall be provided for all electrical systems indicated on the drawings unless specifically indicated otherwise. Raceways shall be hot-dip galvanized rigid steel conduit (GRS), electrical metallic tubing (EMT), flexible steel conduit, or intermediate metallic conduit (IMC). Flexible steel conduit in outdoors shall be liquid tight.

### 2.3 CONDUCTORS

- A. Conductors shall be of the American Wire Gauge size indicated on the contract drawings or specified herein.
- B. All conductors shall be copper. The use of Aluminum conductors is not permitted

### 2.4 OUTLETS

- A. Junction boxes shall be of one-piece galvanized construction of a type and size applicable for use in the location indicated on the contract drawings and as required by the NEC.
- B. Locations of outlets for equipment are indicated on the contract drawings. Owing to the small scale of the drawings, it is not possible to indicate the exact location. Examine the architectural, mechanical, and roofing drawings, and finish conditions and arrange work as required to meet such conditions to the approval of the Architect.
- C. Verify the exact swing of doors and locations of furniture and built-in cabinetry prior to installing outlets for switches and receptacles and make the necessary adjustments in location and mounting height of same to avoid conflicts at no additional cost. Coordinate outlets with change orders, addenda, and job site differences.

### 2.5 PULL BOXES

- A. Install pull boxes at all necessary points, whether indicated on the drawings or not, to prevent injury to conductor insulation or other damage that might result from pulling resistance or for other reasons necessary for proper installation. Minimum dimensions shall not be less than the NEC requirements and shall be increased if necessary for practical reasons or where required to fit the job condition.
- B. Above grade pull boxes shall be constructed of galvanized sheet steel, code gauge, except that not less than 12-gauge shall be used for any box. Where boxes are used in connection with exposed conduit, plain covers attached to the box with a suitable number of countersunk flathead machine screws may be used.
- C. All junction and pull box covers shall be labeled indicating the circuits contained therein in a manner that will prevent unintentional interference with circuits during testing and

servicing. For example: "HE1-13." See Specification Section 260534 for additional labeling requirements.

- D. The number of conductors in each run of conduit is indicated on the drawings, but where there is a conflict between the number of wires indicated and the actual number required as determined by the functional requirements of the connected load, or where the number of wires was inadvertently omitted from the drawings, the correct number and size of wires as determined by the functional requirements of the connected load shall govern and be provided at no additional cost.

## 2.6 CABLE TIES

- A. Provide cable ties in the length required. Standard, indoor cable ties shall be 7.9 inches in length minimum, 0.19 inches in width and 0.47 inches thick. The tensile strength shall be 50 pounds minimum and the maximum bundle diameter shall be 2 inches. Standard cable ties shall be black in color. Plenum rated cable ties shall be 6 inches in length minimum, .075 inches in width and 0.1 inches thick. The tensile strength shall be 50 pounds minimum and the maximum bundle diameter shall be 1.5 inches. Plenum rated cable ties shall be maroon in color.

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. Install material in a first-class and workmanlike manner to the satisfaction of the Architect.

END OF SECTION 260500

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SECTION 260519 - CONDUCTORS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, Division 1 Specification Sections, and Section 260100, "Electrical General Provisions," apply to this Section.

1.2 SCOPE OF WORK

- A. Feeder and branch circuit wiring shall conform to the requirements of the NEC, and shall meet all relevant ASTM specifications.

PART 2 - PRODUCTS

2.1 CONDUCTORS

- A. Provide electrical wires, cables, and connectors of manufacturer's standard materials, as indicated by published product information; designed and constructed as recommended by manufacturer for a complete installation and for the application indicated. Provide copper conductors with a conductivity of not less than 98% at a temperature of 20°C (68°F).
- B. Provide factory-fabricated wires of sizes, ampacity ratings, and materials for applications and services indicated. Where not indicated, provide proper wire selection as determined by installer to comply with project's installation requirements, the NEC, and NEMA standards. Select from the following UL types those wires with construction features which fulfill project requirements:
  - 1. Type THWN or THHN: Max operating temperature not to exceed 90°C (194°F) (THHN) in dry locations, or 75°C (167°F) (THWN) in wet or dry locations. Insulation, flame-retardant, moisture- and heat-resistant, thermoplastic; outer covering, nylon jacket; conductor, annealed copper.
  - 2. Type XHHW: For dry and wet locations; max operating temperature 90°C (194°F) for dry locations, and 75°C (167°F) for wet locations. Insulation, flame-retardant, cross-linked synthetic polymer; conductor, annealed copper.
- C. Unless specified otherwise, power conductors shall be 600 volt, Type THWN/THHN, or XHHW.
- D. Where light fixtures require 90°C (194°F) conductors, provide only conductors with 90°C (194°F) insulation.

- E. Conductors shall be continuous from outlet to outlet with splices made only in pull boxes, junction boxes, and outlet boxes.
- F. Do not use wire smaller than #12 AWG for power wiring.
- G. Wiring sizes #12 and #10 AWG shall be solid. Larger sizes may be stranded.
- H. Neutral conductors shall not be under sized.
- I. Where the standard lug sizes on circuit breakers and the main lugs on a main lug only panelboard and other equipment will not accept the conductor size specified, provide Burndy Copper Compression Pin Adapters HYPLUGS or approved equal. The use of Mechanical Pin Adapters will not be accepted.

### PART 3 - EXECUTION

#### 3.1 SPLICES

- A. Splicing connectors must have a metal spring that is free to expand. The spring must be suitably coated to resist corrosion. Each connector size must be listed by UL for the intended purpose. The connectors must be suitably color coded to assure that the proper size is used on the wire combinations to be spliced. Each connector must be capable of withstanding 105°C ambient temperatures. The connectors must be compatible with all common rubber and thermoplastic wire insulations. They must also be capable of making copper-to-copper, copper-to-aluminum, and aluminum-to-aluminum splices. At the Contractor's option, self-strapping electrical tap connectors may be used in wire size and voltage range of the connector. When tape is required for splices, SCOTCHBRAND No. 33, or approved equal, shall be used. Use the plastic tape on PVC and its copolymers and rubber-based pressure-sensitive adhesive. The tape must be applicable at temperatures ranging from 0°F through 100°F without loss of physical or electrical properties. The tape must not crack, slip, or flag when exposed to various environments indoor or outdoor. The tape must also be compatible with all synthetic cable insulations as well as cable splicing compounds.
- B. Make splices in conductors #8 AWG and larger with solderless connectors, with molded composition covers.
- C. Connect conductor sizes #12 and #10 AWG with pre-insulated spring connectors rated at not less than 105°C. Connectors shall be UL approved for fixture and pressure work. Connectors shall be 3M CO. SCOTCHLOK, Type Y, R, and B, or approved equal.
- D. Join or terminate conductors #8 AWG and larger with pressure-type copper connectors and properly tape.
- E. All branch circuits, feeders, and control wiring or cables of any type shall be color coded to identify the voltage and phase. The color shall be integral with the Insulation for sizes #12, #10, and #8 AWG. Larger size wire and cable shall be color coded with a minimum 1/2" wide, colored, plastic tape strip. Place strips a minimum of 6" on center anywhere the

conductors are accessible and visible. Wire and cable shall be color coded to match the existing color coding if an existing color code is present. If there is no existing color code, provide the following:

| <b><u>120/208-Volt System</u></b> |
|-----------------------------------|
| Phase A - black                   |
| Phase B - red                     |
| Phase C - blue                    |
| Neutral - white                   |
| Ground - green                    |

3.2 TEMPORARY WIRING

- A. Temporary wiring is not specified nor governed by this Division of the Specifications.

END OF SECTION 260519

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SECTION 260533 - RACEWAYS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, Division 1 Specification Sections, and Section 260100, "Electrical General Provisions," apply to this Section.

1.2 SCOPE OF WORK

- A. Run all conduit exposed on the roof surface, or on the exterior of the building.
- B. Provide a conduit system complete with fittings and hangers as specified herein and as required by the NEC. Run all electrical wiring systems above 24 Volts in conduit.
- C. Install conduit as a complete system without wiring and continuous from outlet to outlet and from fitting to fitting, mechanically and electrically connected to all boxes, fittings, and wireways, and grounded in accordance with the NEC.
- D. Cap ends of all conduit promptly upon installation with plastic pipe caps. Caps shall remain until wiring is ready to be installed. Taping the ends of conduits is not acceptable.
- E. Size conduit to equal or exceed the minimum requirements of the NEC (except where sizes are specifically indicated on the drawings and in these specifications).
- F. Coordinate the routing of conduit with other trades to avoid conflicts with existing building conditions and new roofing work.

PART 2 - PRODUCTS

2.1 CONDUIT

- A. Minimum size conduit shall be 1/2". Use larger sizes as required by the NEC to accommodate the number and sizes of wires contained therein.
- B. GRS, EMT and IMC shall be UL approved, hot-dip, high-strength, galvanized steel.
- C. Rigid PVC conduit shall be Schedule 40 (or Schedule 80 if required by the NEC), extruded from high-grade PVC compound and shall be light gray in color. Rigid PVC conduit shall be UL approved for direct burial and concrete encasement.

- D. Flexible conduit shall be galvanized, continuous spiral, single strip type. and where specifically indicated, flexible conduit shall have a plastic covering in accordance with NEC Article 350. Fittings shall be standard UL approved with ground connector. Watertight connectors shall be used with plastic-covered conduit. All flexible conduit installed in outdoors shall be plastic covered. The maximum length for flexible conduit is 72" unless as otherwise indicated. Liquid tight flexible metal conduit (LFMC) is prohibited where subject to physical damage and areas where ambient and conductor temperature exceed the approved operating temperature. Cable ties used to support LFMC shall be type 2S or 21S.
- E. Conduit may not be run in the flutes of metal roof decking and may not be attached to any part of metal roof decking.
- F. Empty or spare conduits stub-ups shall be capped with a threaded cap.
- G. Contractor shall use rubber-based pipe support blocks with galvanized strut, Dura-Blok or equal to support all conduits installed on the roof. Provide all the required accessories to support all conduits. Provide a rubber roof membrane barrier equal to the thickness of the roof membrane. Barrier shall be permanently attached to the block.

## 2.2 FITTINGS

- A. All conduit entering or leaving pull boxes or junction boxes shall have lock nuts and bushings, except provide insulated throat connectors on EMT conduit 3/4" and 1". Rigid steel conduit shall have a lock nut both inside and outside of the enclosure entered. Install bushings on the ends of IMC conduit and EMT conduit larger than 1". Insulating bushings shall be OZ Type A for GRS and IMC, and Type B for EMT. Conduit entering enclosures through concentric knockouts shall have grounding-type bushings with copper bond wire to enclosure.
- B. Fittings for rigid conduit shall be threaded type, except where IMC changes to EMT fittings shall be threadless type.
- C. Fittings for EMT shall be UL-approved, steel set screw couplings.

## 2.3 JUNCTION BOXES

- A. Use junction boxes on exposed conduit work for changes in direction of conduit runs and breaking around beams and columns.
- B. Furnish covers and gaskets with the junction boxes where installed in damp or wet locations.
- C. Label all junction and pull box covers indicating the circuits contained therein in a manner that will prevent unintentional interference with circuits during testing and servicing. For example: "HE1-13." See Specification Section 260534 for labeling requirements.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install conduit exposed on the roof surface. Maintain a minimum clear distance of 6" from parallel runs of flues, steam, or hot water pipes.
- B. Use flexible conduit (minimum 18" in length, maximum 72" in length) for connections to all motors and any equipment subject to vibration.
- C. Group conduit so it is uniformly spaced, where straight and at turns. Make bends and offsets (where unavoidable) with a hickey or bending machine.
- D. Ream GRS and IMC conduit after threading to remove all burrs.
- E. Securely fasten conduit to outlets, junction boxes, and pull boxes to affect firm electrical contact. Join conduit with approved couplings. Running threads are not allowed.
- F. Exercise care to avoid condensation pockets in the installations. Keep conduit, fittings, and boxes free from foreign matter of any kind, before, during, and after installation.
- G. Do not use EMT below grade, outdoors and in wet locations.
- H. Support exposed runs of conduit in accordance with N.E.C. 342, 344, 348, 350 and 358 and parallel or perpendicular to walls, structural members, or intersections of vertical planes and ceilings with right angle turns consisting of fittings or symmetrical bends. Support conduit within one foot of all changes in direction and on each side of the change.
- I. Supports shall be wall brackets, trapeze, strap hanger, or pipe straps, secured to hollow masonry with toggle bolts or Hollow wall anchors; to brick and concrete with expansion Anchors; to metal surfaces with machine screws; and to wood with wood screws. Overhead conduits supported by threaded rod from concrete shall be those listed in the approved hanger specification and conform to the manufactures technical data and installation specifications.
- J. Use explosive drive equipment to make connections where the use of this equipment is beneficial and is subject to strict compliance with safety regulations and approved by the Owner.
- K. Wooden plugs inserted in masonry and the use of nails as fastening media are prohibited.
- L. Do not support conduit from lay in tile ceilings grids, ceiling grid hangers, or lay on ceiling tiles.
- M. Prime conduit with a surface conditioner "GalvaGrip" or approved equal and paint to match the surface on which attached. Conduit installed in mechanical and electrical rooms need not be painted.
- N. Install and support conduit from the underside of the upper chord in bar joist construction.

- O. Do not support conduit from or attach outlet or junction boxes to metal roof decks.
- P. Do not run conduit in the cavity of exterior walls between brick and CMU.
- Q. Where conduits penetrate through non-fire-rated floors, ceiling, or walls, seal the conduits with a fire-resistant caulk to prevent liquids and insects from passing through.
- R. Where conduits penetrate through fire-rated floors, ceiling, or walls, provide a UL-Listed, water-resistant firestop material with a rating equal to or greater than the rating of the penetrated floors, ceilings, or walls.
- S. Metal conduit and elbows installed in earth shall be painted with two coats of bitumastic paint.
- T. All conduit runs entering the building from outdoors shall be sealed against moisture migration and condensation by filling with insulating type foam.
- U. Single runs of conduit 1/2" to 1-1/2" in diameter shall be supported by 1/4" round galvanized rod. Single runs of conduit 2" and larger shall be supported by 3/8" round galvanized rod. Single tier conduit racks with conduit 1/2" to 1" and no greater than five shall be supported by 1/4" round galvanized rod. Single tier conduits racks 1-1/4" and larger shall be supported with 3/8" round galvanized rod. All conduit racks larger than a single tier shall be 1/2" minimum round galvanize rod. Conduit and conduit racks shall comply with the manufacturer's supporting limitations.

END OF SECTION 260533

SECTION 260534 - ELECTRICAL BOXES AND FITTINGS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, Division 1 Specification Sections, and Section 260100, "Electrical General Provisions," apply to this Section.

1.2 SCOPE OF WORK

- A. Furnish and install all junction boxes of a type and size applicable for use in the location indicated on the drawings and where required by the NEC.
- B. Exercise special care in the location of outlet and junction boxes in order that the hanging or recessing of light fixtures will not be obstructed by piping or ductwork installed by other trades. To this end, coordinate the work with representatives of the other trades involved and by reference to the architectural, structural, mechanical, and the existing drawings.

PART 2 - PRODUCTS

2.1 PULL BOXES AND JUNCTION BOXES

- A. Install pull boxes and junction boxes where required for changes in direction, at junction points, and where needed to facilitate wire pulling.
- B. Size boxes in accordance with the requirements of the NEC.
- C. Boxes shall be constructed of 12-gauge minimum hot-rolled sheet steel and shall be hot-dip galvanized inside and outside to match the conduit. Boxes shall have removable covers.
- D. Label the front face of the cover on each box with indelible black marker indicating the number of each circuit contained in or running through the box. In areas where exposed construction is the final finished condition and conduit and junction boxes are called out to be painted, label the inside face of the covers.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Prior to roughing-in conduit, coordinate with other trades and the Owner regarding all equipment requiring electrical connections. Required adjustments to the conduit and wire sizes shall be made at no additional cost.
- B. Conduit installation shall be rigid and secure, and, where necessary, angle iron (1" by 1" by 1/4" or larger) shall be provided to facilitate adequate mounting.
- C. Install electrical boxes and fittings in accordance with manufacturer's published instructions, applicable requirements of the NEC and NECA "Standard of Installation," and in accordance with recognized industry practices to fulfill project requirements.
- D. Coordinate installation of electrical boxes and fittings with wire/cable, wiring devices, and raceway installation work.
- E. Provide knockout closures to cap unused knockout holes where blanks have been removed in panel cans, terminal cabinet backboxes, junction boxes, outlet boxes and pull boxes.
- F. Install electrical boxes in those locations which ensure ready accessibility to enclosed electrical wiring.
- G. Fasten electrical boxes firmly and rigidly to substrates or structural surfaces to which attached or solidly embed electrical boxes in concrete or masonry.
- H. Subsequent to installation of boxes, protect boxes from construction debris and damage.
- I. Upon completion of installation work, properly ground all electrical boxes.
- J. Do not mount boxes to metal roof decking.

END OF SECTION 260534