New Roof, Gutters, and Sinkhole Repair for the Former Sugar Creek Fire House 2184 Falcon Drive Charleston, West Virginia 25387 For The City of Charleston West Virginia

Construction Documents



Blacksburg 200 Country Club Drive SW Plaza One, Building E Blacksburg, Virginia 24060 540•552•2151 Charleston 222 Lee Street West Charleston, West Virginia 25302 304•342•0159 www.zmm.com

Martinsburg

5550 Winchester Avenue Berkeley Business Park, Suite 5 Martinsburg, West Virginia 25405 304•342•0159 THIS PAGE IS BLANK

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ROOF REPLACEMENT FOR THE

FORMER SUGAR CREEK FIRE STATION

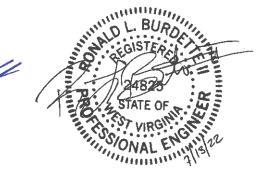
FOR THE

CITY OF CHARLESTON, WEST VIRGINIA

PROFESSIONAL SEALS



July 13, 2022



PROFESSIONAL SEALS

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ADVERTISEMENT FOR BIDS

The City of Charleston, West Virginia, hereinafter referred to as the Owner, invites qualified contractors to submit sealed bids for the New Roof for the Former Sugar Creek Fire Station according to Bidding Documents prepared by ZMM, Inc. Architects and Engineers. Sealed bids will be received at the offices of the Owner, City Hall, 501 Virginia Street, Charleston, West Virginia 25301 until 2:00 p.m., local time, on August 11, 2022 at which time and place the bids will be publicly opened and read.

A pre-bid conference will be held at **10:00 a.m.** local time, on **July 28**, **2022** at the Former Sugar Creek Fire Station, 2184 Falcon Drive, Charleston, WV 25302. Attendance at pre-bid conference is mandatory for prime contract bidders only.

Bidding Documents can be obtained by one of the following methods:

- Prime Contract Bidders only may contact ZMM, Inc. Architects and Engineers Attn: Receptionist; reception@zmm.com and request information to access the firm's online ShareFile site for the New Roof for the Former Sugar Creek Fire Station project. Once access is gained, Bidders can download Bidding Documents in the form of PDF files at no charge. Requests for access to documents must be made by email, and those requests received through mail, telephone, fax transmission, or other online communications will not receive a response.
- 2. Hard Copies may be obtained from Charleston Blueprint (304-343-1063) by General Contractors, Subcontractors, material suppliers and dealers by paying the actual cost of printing, binding and mailing; however such cost is not refundable.
- 3. Bidding documents can also be obtained from the City's website: <u>https://charlestonwv.gov/bids-purchasing/current-bids</u>

Bidding documents may be examined at Viewing Depositories listed in the Bidding Documents.

Each bid must be accompanied by a bid surety in the form of a cashier's or certified check, or a bond written by a company licensed to do business in West Virginia, in the amount of 5% of the total bid for the project. The bid surety shall be made payable to the City of Charleston.

The bid surety will be forfeited to the City if the Contractor fails or refuses to execute and deliver the contract and construction bond. All bidders will receive a full refund upon execution of the contract.

Each Bidder must be registered with the West Virginia Department of Tax and Revenue prior to the time and date for Receipt of Bids in order for his Bid to be considered. Each Bidder's registration certificate number shall be written in the space provided on the Form of Proposal.

All bidders are required to be licensed to perform work in the State of West Virginia prior to submitting a bid for this project as required by Chapter 21, Article 11, of the Code of West Virginia. Each Bidder's Contractor license number shall be written in the space provided on the Bid Form.

The Owner reserves the right to reject any or all bids, the right to waive minor informalities and procedures in bidding, and the right to withhold final award of contract for 30 days after opening bids.

The bidder to whom the contract is awarded shall execute and deliver to the Owner within 10 days after the award, and before signing the contract, a Performance Bond and Payment Bond utilizing the bond forms bound in the Project Manual each in a penal sum equal to at least the contract sum and the cost of such bonds shall be included in the bid.

Viewing Depositories for Bidding Documents

Parkersburg/Marietta Contractor's Association 2905 Emerson Avenue Parkersburg, WV 26104 (304) 484-6485 FAX: (304) 428-7622

Contractor's Association of West Virginia

2114 Kanawha Boulevard East Charleston, WV 25311 (304) 342-1166 FAX: (304) 342-1074

Pennsylvania Builder's Exchange

1813 North Franklin Street Pittsburg, PA 15233 (412) 922-4200 FAX: (412) 928-9406

Construction Employer's Association of North Central West Virginia

2794 White Hall Boulevard White Hall, WV 26554 (304) 367-1290 FAX: (304) 367-0126

McGraw-Hill Dodge Reports

Attn: Scan Department 3315 Central Avenue Hot Springs, AR 71913-6138 (781) 430-2004

CMD Group

30 Technology Parkway South Suite 100 Norcross, GA 30092 (770) 417-4000 FAX: (800) 317-0870

Ohio Valley Construction Employer's Council

21 Armory Drive Wheeling, WV 26003 (304) 242-0520 FAX: (304) 242-7261 THIS PAGE IS BLANK



Instructions to Bidders

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

New Roof, Gutters, and Sinkhole Repair for the Former Sugar Creek Fire Station 2184 Falcon Drive Charleston, West Virginia 25387

Description

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

City of Charleston, West Virginia 501 Virginia Street Charleston, West Virginia 25301 (304) 348-8000

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

ZMM Architects Engineers 222 Lee Street West Charleston, West Virginia 25302 (304) 342-0159

ADDITIONS AND DELETIONS:

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

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

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.)

All registered plan holders for project will be granted access to Architect's ShareFile website.

§ 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.)

Submit requests as posts on the Architect's ShareFile website. All registered plan holders for project will be granted access to Architect's ShareFile website.

§ 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.

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§ 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.)

Addenda will be posted on Architect's ShareFile website. All registered plan holders for project will receive notification of Addenda posting.

§ 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.)*

Reference Supplementary Instructions to Bidders.

§ 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 30 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.)

Reference Supplementary Instructions To Bidders.

§ 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.)

Bid security will be retained.

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.

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§ 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 A305TM, 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.

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§ 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 AIA Document E203[™]–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below: (Insert the date of the E203-2013.)

N/A

.5 Drawings

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	Number Reference Index To Drawings.	Title	Date	
.6	Specifications			
	Section Reference Project Manual Table of Contents	Title	Date	Pages
.7	Addenda: Number All registered plan holders for project will receive notification of Addenda posting.	Date	Pages	
.8	 Other Exhibits: (Check all boxes that apply and inclus) [] AIA Document E204[™]–201[™] (Insert the date of the E204-2) 	7, Sustainable Projects Exhib		
	[] The Sustainability Plan:			
	Title [X] Supplementary and other Con	Date	Pages	
	Document Reference Project Manual Table of Contents	Title	Date	Pages
.9	Other documents listed below: (List here any additional documents t	hat are intended to form part	t of the Proposed (Contract Documents.)

Additions and Deletions Report for

AIA[®] Document A701[™] – 2018

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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PAGE 1

New Roof, Gutters, and Sinkhole Repair for the Former Sugar Creek Fire Station 2184 Falcon Drive Charleston, West Virginia 25387 Description

....

City of Charleston, West Virginia 501 Virginia Street Charleston, West Virginia 25301 (304) 348-8000

...

(Name, legal status, address, and other information)

ZMM Architects Engineers 222 Lee Street West Charleston, West Virginia 25302 (304) 342-0159 PAGE 3

All registered plan holders for project will be granted access to Architect's ShareFile website. PAGE 4

Submit requests as posts on the Architect's ShareFile website. All registered plan holders for project will be granted access to Architect's ShareFile website. PAGE 5

Addenda will be posted on Architect's ShareFile website. All registered plan holders for project will receive notification of Addenda posting.

Reference Supplementary Instructions to Bidders. PAGE 6

§ 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

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has not been notified of the acceptance of its Bid, a Bidder may, beginning 30_days after the opening of Bids, withdraw its Bid and request the return of its bid security.

•••

Reference Supplementary Instructions To Bidders.

Bid security will be retained. PAGE 8

N/A

PAGE 9

Reference Index To Drawings.

Reference Project Manual Table of Contents

All registered plan holders for project will receive notification of Addenda posting.

[X] Supplementary and other Conditions of the Contract:

Reference Project Manual Table of Contents

Certification of Document's Authenticity

AIA[®] Document D401 [™] – 2003

I, Mark T. Epling, AIA, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:13:14 ET on 06/10/2022 under Order No. 2443903006 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A701TM – 2018, Instructions to Bidders, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

'igned)		
Title)		
Dated)		

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DOCUMENT 00100 - SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

1.1 SUMMARY

- A. The following supplements modify the "Instructions To Bidders," AIA Document A701 2018. Where any portion of the Instructions To Bidders is modified or deleted by these Supplementary Instructions, the unaltered portions of the Instructions To Bidders shall remain in effect.
- B. Definitions:
 - 1. Bidding Documents include the following:
 - a. Bidding Requirements: Invitation to Bid, Instructions to Bidders, the Bid Form, and other sample bidding and contract forms.
 - b. Proposed Contract Documents: The form of Agreements between the Owner and Contractor, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications and all Addenda issued prior to execution of the Contract.
 - 2. A Bidder is a person or entity who submits a Bid.
- 1.2 REPLACE Article 3.3 with the following:

3.3 SUBSTITUTIONS

- A. Requests for approval of substitutions must be received by ZMM, Inc. at least ten (10) days prior to the date for receipt of bids to be given consideration. Direct requests to the Architect at address stated on the "Request for Substitution (Prior to Bid)" form following this document. Requests must be received by the Architect by mail or messenger. Receipt of substitution requests by fax are <u>not</u> permitted and will be rejected.
 - 1. Certain manufactured items or systems may be specified singly under Base Bid, with Alternates provided for other similar manufactured items or systems to establish basis for comparison and competitive bidding; therefore, no additional manufactured items or systems will be approved under Base Bid for those so specified.
- B. Submission shall be made by prime Bidders; no consideration will be given to items submitted directly by manufacturers, suppliers, distributors or subcontractors. Substitutions of materials, products or equipment for those items specified will be considered only when submitted with a completed "Request for Substitution (Prior to Bid)" form. Substitution requests must be accompanied by manufacturer's original product data information. Reproduced copies of manufacturer's product data will not be permitted and will be rejected. Burden of proof of merit of requested substitution is upon submitter; modifications of provisions of the Request for Substitution Form shall be stated on Contractor's letterhead and attached with request form and other attachments.
- C. Approved requests will be set forth in Addenda issued in accordance with these Instructions to Bidders. All items allowed by Addenda are subject to full provisions of original Bidding Documents, including all modifications thereto and shall be warranted as substitutions conforming with the Bidding Documents.

1.3 ADD Paragraph Nos. 4.2.1.A, 4.2.1.B, and 4.2.1.C to read as follows: SUPPLEMENTARY INSTRUCTIONS TO BIDDERS 00100 - 1

- A. Bid Surety Bond Reference Information For Bidders Article 1.4.
- B. Not Used.
- C. The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until one of the following:
 - 1. The Contract has been executed and bonds have been furnished.
 - 2. The specified time has elapsed so that Bids may be withdrawn.
 - 3. All Bids have been rejected.
- 1.4 ADD to Paragraph 4.3.1. the following:
 - A. Preparation of Bid Reference Information for Bidders Article 1.2.
 - B. REPLACE Paragraph 4.4.3 with the following: "The Bid Security shall be forfeited to the Owner if the Bidder, to whom the Contract has been awarded, withdraws its Bid and fails to execute the Contract."
- 1.5 ADD Sentence 6.3.1.4 to read: "Submittals under Paragraphs 6.1 and 6.3 are to be submitted to the Owner and the Architect, within 24 hours of notification of selection for the award of a Contract.
- 1.6 ADD Paragraph 7.1.2.a to read as follows:
 - a. The bidder to whom the contract is awarded shall execute and deliver to the Owner within 10 days after the award, and before signing the contract, a Performance Bond and Payment Bond utilizing the bond forms bound in the Project Manual each in a penal sum equal to at least the contract sum and the cost of such bonds shall be included in the bid.

END OF SECTION

This form must be submitted by a prime Bidder. Submissions by Sub-bidders, suppliers or product representatives will not be accepted.

Instructions:

- 1. Include product description, manufacturer's specifications, drawings, photographs, performance and test data adequate for evaluation of the request.
- 2. Include description of changes, if any, to Contract Documents required for the proper installation of proposed substitution.
- 3. When more than one model or system is shown on data submitted, identify specific product, including model or system and all applicable accessories to be proposed as a substitute.

То:	ZMM, Inc. 222 Lee Street West Charleston, WV 25302		Date:	
Projec	et Title and Number:			
Sectio	n:			
Articl	e:		_	
Specif	fied Product/Manufacturer:			
Propo	sed Substitute:			
The u	ndersigned certifies that the following s	statements, unless modified	on attach	ments, are correct:
to 2. Tl 3. Tl 4. Tl sp	he function, appearance, quality and wa the specified product or system. he proposed substitution does not affect he proposed substitution shall not chang he proposed substitution shall have no a becified warranty requirements. Iaintenance and service parts shall be lo	t dimensions shown on Drav ge the building design, engi adverse effect on other trade	wings. neering d es, the co	esign or detailing. nstruction schedule or
Subm	itted by:	Architect/Eng	ineer's R	eview Comments:
Signat	ture/Title:	Accepted	1	Accepted As Noted
Prime	Bidder:	Not Acce	epted	Received Too Late
Addre	SS:	Not a Su	bstitutabl	e Item
		Signature:		
Telep	hone:	Review Date:		
Attach	iments			
	LEMENTARY INSTRUCTIONS IDDERS	00100 - 3		22065 - 07/13/22

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<u>1 INFORMATION FOR BIDDERS</u>

1.1 Receipt and Opening of Bids

The City of Charleston (City) invites bids on the attached forms. Sealed bids will be received by the City Manager until **Thursday**, **August 11**, **2022** The bid opening will be held immediately following in the City Manager's office.

1.1.2 Bidding Documents can be obtained by one of the following methods: Prime Contract Bidders only may contact ZMM, Inc. Architects and Engineers Attn: Receptionist; <u>reception@zmm.com</u> and request information to access the firm's online ShareFile site for the New Roof for the Former Sugar Creek Fire Station project. Once access is gained, Bidders can download Bidding Documents in the form of PDF files at no charge. Requests for access to documents must be made by email, and those requests received through mail, telephone, fax transmission, or other online communications will not receive a response.

> Hard Copies may be obtained from Charleston Blueprint (304-343-1063) by General Contractors, Subcontractors, material suppliers and dealers by paying the actual cost of printing, binding and mailing; however such cost is not refundable.

1.2 Preparation of Bid

Each bid must be submitted in a sealed envelope with the following information marked on the outside: **name of bidder, address, project name, and bid opening date and time**. The bid must be submitted to the City Manager's Office located at 501 Virginia Street East, Room 101, Charleston, WV 25301. Vendors may hand deliver or mail their submissions to the aforementioned address. **Bid packages shall contain one (1) original and one (1) copy of the vendor's entire bid submission.** All documents in bid packet must be signed, dated and notarized where applicable or bid may be disqualified.

1.3 Addenda

All questions pertaining to the specifications shall be submitted in writing to Purchasing Director, Jamie Bowles via email to <u>bids@cityofcharleston.org</u> no later than **4:00pm**, **Thursday**, **August 4**, **2022**. Questions submitted will then be compiled and answered in an addendum. The City of Charleston will not be held responsible for oral interpretations of the specifications given by any of its employees, representatives, or others.

The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information pertaining to this RFP can be given. If any addenda are issued to this RFP, the Purchasing Director will attempt to notify all prospective bidders who have secured the original RFP document. However, it will be the responsibility of each vendor, prior to submitting their proposal, to contact the Purchasing Director via phone at (304) 348-8014, by email to <u>bids@cityofcharleston.org</u>, or by checking the City of Charleston Website at <u>https://charlestonwv.gov/bids-purchasing/current-bids</u>, to determine if any addenda were issued and to make such addenda a part of their competitive proposal.

1.4 Bid Surety Bond

Each bid must be accompanied by a bid surety in the form of a cashier's or certified check, or a bond written by a company licensed to do business in West Virginia, in the amount of 5% of the total bid for the project. The bid surety shall be made payable to the City of Charleston.

The bid surety will be forfeited to the City if the Contractor fails or refuses to execute and deliver the contract and construction bond. All bidders will receive a full refund upon execution of the contract.

1.5 Pre-Bid Conference

No pre-bid conference will be scheduled for this project due to the majority of bidders are out of state. To be added to the bidder list and included in the addendum questions & answers, a bidder shall submit an email to <u>bids@cityofcharleston.org</u> with company name, address, phone number, email address and contact person's name.

1.6 Method of Award

The City Council or City Manager reserves the right to reject any or all bids and is not necessarily bound to accept the lowest bid if that bid is contrary to the best interest of the City. In making an award, intangible factors such as bidder's service, integrity, facilities, equipment, reputation, and past performance will be weighed.

1.7 Stockholders

A list of all stockholders by name and address owning 5% or more of the bidder's current stock must be submitted with the bid. In the case of partnerships or sole proprietorships, those receiving a 5% or more share of the company's net profit must be listed.

1.8 Equal Employment Opportunities

All bidders acknowledge and agree that, in the performance of any City contract, they will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, sexual orientation, gender identity, disability, or national origin.

1.9 Immigration Reform and Control Act (IRCA)

All bidders in connection with the performance of this project shall certify that they are in complete compliance with the above noted Act.

1.10 Payment Terms

Payment terms are net 30 days from the first or fifteenth day of the month for invoices received by the first or fifteenth day of the month. A ten (10) percent retainage shall be withheld from each invoice pending successful completion of the project.

The Contractor shall supply a certified payroll and a copy of receipts for materials purchased with each invoice submitted. Mail invoices to: City Engineer, City of Charleston, P.O. Box 2749, Charleston, WV 25330. Hand deliver invoices to: 114 Dickinson St., Charleston, WV.

1.11 Local Vendor Preference

A local vendor may qualify for a competitive advantage applied to its bid when certain conditions are met. Such as, the vendor has marked on its bid submission that it is requesting to be considered a local vendor for bid evaluation purposes; the vendor provides documentation evidencing that it has the right to conduct business in the State of West Virginia; and the vendor submits an affidavit confirming that it has paid all applicable business taxes to the city or has a non-delinquent payment plan with the city and has had an active and current business and occupation tax account with the city collector during the entire preceding one-year period.

Competitive advantages shall be applied in the following manner:

- (1) A competitive advantage of 4% shall be applied to the local vendor's bid when, prior to applying the competitive advantage, the apparent lowest responsible bidder submits a bid that is greater than \$25,000 but does not exceed \$125,000.
- (2) The competitive advantage of \$5,000 shall be applied to the local vendor's bid when, prior to applying the competitive advantage, the apparent lowest responsible bidder submits a bid that is greater than \$125,000.

1.12 Business & Occupation Tax

The City of Charleston broadly imposes a Business & Occupation Privilege Tax for the act or privilege of engaging in business activities within the City of Charleston. Business & Occupation Tax is measured by the application of rates against gross receipts or gross income of the business. All business activities are classified, and the classifications are significant inasmuch as the tax liability varies based on the different rates established for the specific types of business activities.

Individuals or businesses who do not have a physical location or office located in the City of Charleston are also subject to Business & Occupation Tax if they: 1) lease tangible personal property to lessees in Charleston, or 2) perform construction or installation contracts in Charleston or 3) render services in Charleston. Additionally, anyone who sells and/or delivers goods or products in Charleston may also be subject to Business & Occupation Tax.

Business & Occupation Tax should be considered when preparing your bid. If you are uncertain as to your business activity or how your business should properly calculate the tax when preparing your bid, please contact us at <u>botax@cityofcharleston.org</u>.

NOTE: No contract or purchase of materials or equipment will be awarded to a company whose Business & Occupation Tax status is delinquent.



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:

SUBMITTED TO:

(Organization name and address.) (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
[1	Exhibit B – Financial and Performance Information
٦.	1	Exhibit C – Project-Specific Information
Ī	Ĵ.	Exhibit D – Past Project Experience
ĺ	ĺ	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.

Organization's Authorized Representative Signature

Date

Printed Name and Title

NOTARY

State of: County of: Signed and sworn to before me this day of

Notary Signature

My commission expires:

ADDITIONS AND DELETIONS:

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

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There are no differences.

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(Signed)			
(Title)			
(Dated)	9		

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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 day of in the year (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.

ADDITIONS AND DELETIONS:

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

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If the form of your organization is other than those listed above, describe it and identify its individual .4 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.

§ 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.

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§ 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)

Additions and Deletions Report for AIA[®] Document A305[™] – 2020 Exhibit A

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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 day of in the year (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?

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

- .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?

§ 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?
- been penalized or fined by a state or federal environmental agency? .3

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Project Specific Information

This Exhibit is part of the Contractor's Qualification Statement, submitted by and dated the day of in the year (In words, indicate day, month and year.)

PROJECT:

(Name and location or address.)

Stair Renovations for Davis Hall Bridge Valley Community & Technical College 619 Second Avenue, Montgomery, West Virginia 25136

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.

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§ 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 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.

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§ 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:

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PAGE 1

Stair Renovations for Davis Hall Bridge Valley Community & Technical College 619 Second Avenue, Montgomery, West Virginia 25136

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AIA[®] Document A305[®] – 2020 Exhibit D

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	Contract Amount	Contract Amount	Contract Amount
	Completion Date	Completion Date	Completion Date	Completion Date
	% Self-Performed Work	% Self-Performed Work	% Self-Performed Work	% Self-Performed Work
PROJECT DELIVERY METHOD	 Design-bid-build Design-build CM constructor CM advisor Other: 	Design-bid-build Design-build CM constructor CM advisor Other:	 Design-bid-build Design-build CM constructor CM advisor Other: 	 Design-bid-build Design-build CM constructor CM advisor Other:
SUSTAINABILITY CERTIFICATIONS				

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BID FORM

Dated: (Bidder to insert date bid submitted)

SUBMITTED BY:

_____ (hereinafter called "Bidder")

West Virginia Contractor's License Number: WV

SUBMITTED TO:

City of Charleston, West Virginia (hereinafter called "Owner")

The Bidder, being familiar with local conditions affecting the cost of the Work and the Contract Documents, including Instructions to Bidders, Bid Form, General Conditions, Drawings, Specifications, and any Addenda or Clarifications issued, hereby propose to furnish all material, labor, tools, taxes, transportation and expendable equipment necessary for the satisfactory and complete installation of

New Roof, Gutters, and Sinkhole Repair for the **Former Sugar Creek Fire Station** 2184 Falcon Drive, Charleston, West Virginia

in every detail and ready for operation, all in full accordance with, and in conformity to, the Contract Documents, for the stipulated sums as follows:

The Undersigned Bidder Agrees:

- 1. To accept the provisions of all sections of the documents listed above.
- 2. That the amounts stated in this Form of Proposal represents the entire cost of the work. The completion time stated represents the entire time for performance of the work. The amount bid includes allowances for all fees for permits, regulatory notifications, taxes, and insurance required or applicable to the work. That no claims shall be made for any increases in wage scales or material costs.
- To certify that this bid is genuine and not sham or collusive or made in the interest or in behalf of 3. any person not herein named, and that the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding and that the undersigned bidder has not in any manner sought by collusion to secure for himself an advantage over any other bidder.
- 4. That the bidder shall comply with all City, State, and Federal statutes relating to liability insurance, working hours, minimum wages, safety and sanitary regulation, including requirements set forth governing federal participation under this project, which in any way may affect those engaged or employed on the work in the event that the award of the Contract is made on the bid herein submitted.

BID FORM

00300 - 1

Submitted by: (Firm Name)

BASE BID:

For the sum of:		
	(\$).

ALTERNATES:

The stated Base Bid is subject to the following additions or deductions for Alternates which the Owner may select. ('Provide' means 'furnish and install.' Include in bids below all related coordination and modification requirements associated with the Work of each Alternate.) Reference Section 012300 "Alternates".

<u>Alternate Bid No. 1</u> - To Provide new gypsum board ceilings and light fixtures in area under existing flat roof area receiving new sloped roof framing and shingle roofing. If Alternate Bid No. 1 is accepted,

ADD to Base Bid the sum of:

UNIT PRICES:

The contract sum shall be subject to the following Unit Prices for quantities which may be increased or decreased from the stated allowances. These Unit Prices include all materials, shipping, installation, tax, and contractor markup. Unit Prices may be stipulated in figures only. Provide means to provide and install. Replace means to remove existing, and to provide and install new item.

<u>Unit Price No. 1</u>

For Removal and replacement of unsatisfactory wood roof sheathing with wood roof sheathing panels as specified in Section 061600 "Sheathing",

ADD \$____/Square Foot

(\$).

Unit Price No. 2

For Removal and replacement of wood roof joists as specified in Section 061053 "Miscellaneous Rough Carpentry".

ADD \$ //Board Foot

If awarded contract on Base Bid, I (we) agree to perform the work to completion and ready for occupancy and use within ______ days of the date of the Owner's Notice to Proceed. The Bidder understands that the Owner may retain a sum as set forth in Article 9, Paragraph 9.11 - "Liquidated Damages," of the Supplementary Conditions, for each day thereafter, Sundays and holidays included, that the Work remains uncompleted, such sum is agreed upon as the proper measure of liquidated damages which the Owner will sustain per diem by the failure of the Contractor to complete the Work in the stipulated time, and the sum is not to be construed in any sense a penalty.

Accompanying this proposal is a bid bond in the amount of _____

(\$),

22065 - 7/13/2022

Submitted by:

(Firm Name)

payable to the Owner, which it is agreed shall be retained as liquidated damages by the Owner if the undersigned fails to execute a contract in conformance with the Form of Contract, and to furnish a Surety Company Bond in a penal sum equal to at least the full contract sum with ten (10) days after notification of award of the contract to the undersigned.

The Bidder certifies that this bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this bid with any other bidder or with any competitor. The Bidder agrees that the Owner reserves the right to reject any or all bids, and to waive any formalities in the bidding. The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 days.

The Bidder acknowledges receipt of the following Addenda: (Please list by number and date.)

SIGNATURE OF BIDDER:	
Firm:	By:
Print or Type Name of person authorized to sign contract on behalf of Bidder:	
Address:	Title:
Address:	Phone:
Address:	Fax:
Tax Cert. #:	

END OF BID FORM

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LIST OF PROPOSED SUBCONTRACTORS AND EQUIPMENT/MATERIAL SUPPLIERS

List below each major branch of work and major equipment/material supplier category for this proposal and the subcontractor or supplier proposed for that portion of work. Provide also the Contractor License Number for each subcontractor as required by the "West Virginia Contractor Licensing Act". If the branch of work is to be completed solely by an equipment/material supplier, indicate by notation below in the contractor license number column. The bidder may be requested to change an unsatisfactory subcontractor or equipment/material supplier. The contractor is responsible for selecting or changing subcontractor or equipment/material supplier. The Owner or Architect/Engineer may indicate their concerns regarding any entity listed about which they have reason to believe that, due to past experience, poor performance may be expected.

It is the responsibility of any contractor soliciting bids or quotes from subcontractors to verify the eligibility of all subcontractors and equipment/material suppliers being proposed to perform the work. The Contractor has full responsibility for satisfactory execution of all work in accordance with the Contract Documents. Any change of proposed subcontractors or equipment/material suppliers shall be at no cost to the Owner, as the Contractor has full responsibility for execution of the work.

Ι,	_representing	
(Signature of Responsible Comp	oany)	(Company Name)
on this date	_submit the follov	ving list of subcontractors and major
material suppliers for your review and c	comment. This is t	he final and complete list of companies
who will be performing work or supplying	ng materials for_	
	e <i>i</i> <u>–</u>	

(Project Name)

I agree that once the subcontractors and material suppliers listed are approved for use by the Owner, no other subcontractors, or substitute for any subcontractors listed below, will be used in the performance of the contract without written approval of the Owner.

Branch of Work/ Material Category	Complete Name and Address Subcontractor/Supplier	Contractor License Number
1		
2		
3		
4		
LIST OF PROPOSED SUBCONTRACTORS AND EQUIPMENT/MATI	Page 1 of 2 ERIAL	22065 - 07/13/22

SUPPLIERS

5			_	
			-	
6			-	
			-	
7				
7			-	
			<u>.</u>	
8			-	
			-	
9			<u>-</u>	
			-	
10				
10			-	
			-	
11			<u>-</u>	
			-	
12			-	
			-	
12				
13			-	
14			-	
			-	
LIST OF PROPOSED		Page 2 of 2		22065 - 07/13/22
SUBCONTRACTORS		-		
AND EQUIPMENT/MA SUPPLIERS	TERIA	L		



Bid Bond

CONTRACTOR: (Name, legal status and address) SURETY:

(Name, legal status and principal place of business)

OWNER: (Name, legal status and address)

BOND AMOUNT: \$

PROJECT: (Name, location or address, and Project number, if any) Sample Document

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.

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

1

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Init.

Signed and sealed this day of ,

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

1

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 $AIA^{^{(m)}}$ Document $A310^{^{TM}} - 2010$

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Certification of Document's Authenticity

AIA[®] Document D401[™] – 2003

I, Mark T. Epling, AIA, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:24:57 on 09/20/2013 under Order No. 9953436519_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A310TM – 2010, Bid Bond, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)			
(Title)		 	
(Dated)		 	

(seal)

DRUG-FREE WORKPLACE CONFORMANCE AFFIDAVIT

STATE OF WEST VIRGINIA,

COUNTY OF _____, TO-WIT:

I, _____, after being first duly sworn, depose and state as follows:

- 1. I am an employee of ______ (Company Name); and,
- 2. I do hereby attest that _____ _____ (Company Name) maintains a valid written drug free workplace policy and that such policy is in compliance with *West Virginia Code* §21-1D-5.

The above statements are sworn to under the penalty of perjury.

(Company Name) By: _____ Title: _____ Date: Taken, subscribed and sworn to before me this _____ day of _____ 20__. My Commission expires on ______.

(Notary Public)

This affidavit must be submitted with the bid in order to comply with NOTE: WV Code provisions. Failure to include the affidavit with the bid may result in disqualification of the bid.

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PROJECT:

New Roof, Gutters, and Sinkhole Repair **Former Sugar Creek Fire Station** 2184 Falcon Drive Charleston, West Virginia

CITY OF CHARLESTON PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE OR POLITICAL SUBDIVISION:

West Virginia Code § 5A-3-10a provides that: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars (\$1,000) in the aggregate.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that is has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contracts may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code and who has not submitted that plan to the appropriate contracting authority in a timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the West Virginia **Code** may take place before their work on the public improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for a price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

LICENSING:

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, the West Virginia Insurance Commission or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf.

Under penalty of law for false swearing (West Virginia Code § 61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

Vendor's Name:

Authorized Signature: _____ Date: _____

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VENDOR PROTEST FORM

In the event that any vendor desires to protest City's selection, such vendor (hereinafter "Protestor") shall submit its protest in writing, which must be received by City within seven (7) calendar days of after City Council approves of the award. Provided that the City Manager reserves the right to extend the time for submission of the protest if he determines it is reasonable under the circumstances.

The written protest must be submitted to the **City Manager's Office**, **Attention: Jonathan Storage 501 Virginia Street East, Room 101; Charleston, WV 25301**.

Only vendors who have submitted a timely and responsive proposal may protest City's selection. No protest may be filed if the RFP is withdrawn or if all proposals received in response to the RFP are rejected.

Protests shall include the following information:

- 1. The Protestor's name, address, telephone number, and fax number;
- 2. The solicitation number;
- 3. A detailed statement of the legal and/ or factual grounds for the protest;
- 4. Copies of all relevant and supporting documentation, if necessary; and
- 5. A statement as to the form of resolution or relief sought.

FAILURE TO SUBMIT THIS INFORMATION SHALL BE GROUNDS FOR REJECTION OF THE PROTEST.

The City Manager may refuse to review any protests when the matter involved is the subject of litigation before a court of competent jurisdiction; if the merits have previously been decided by a court of competent jurisdiction; or if it has been decided by the City Manager in a previous protest.

At the time of submitting the written protest, Protestor shall submit a certified check in the amount of one thousand dollars (\$1,000.00) or bond equal to five percent (5%) of the price of the selected proposal, whichever is greater. In the event the proposal being protested is for contracted services, an estimated average of the contract value will be determined in order to calculate the five percent (5%) bond value. This bonding requirement is designed to protect against frivolous claims and unnecessary expenditures of public funds and to allow City to offset any and all costs, fees, expenses or damages of any kind whatsoever incurred by City as the result of an unsuccessful protest.

In the event the protest is unsuccessful, the certified check or bond will be used by City to recoup any and all costs, fees, expenses, or damages of any kind whatsoever incurred by City and related in any way to the unsuccessful protest. Costs, fees, expenses, and damages shall include, but shall not be limited to, increased costs of labor, materials or services resulting from any delay, professional fees, including, but not limited to, attorney fees, and all costs, fees or expenses of any kind whatsoever related in any way to the unsuccessful protest. By signing this document, Protestor waives the right to receive any money retained by City as set forth herein.

If there are any funds remaining after City has recouped amounts as permitted herein, the remaining funds will be returned to Protestor. In the event Protestor is successful, the full amount of the certified check or bond will be returned to Protestor.

Upon receipt of a timely written protest, City shall provide notice of the protest to vendor selected as the successful bidder (hereinafter "Selected Vendor") and provide Selected Vendor with a copy of the written protest and any documents related thereto. **Selected Vendor will have two (2) business days to file a written response to the protest.** A hearing may be held within five (5) business days of the **date of receipt of the written response to the protest by Selected Vendor**; provided that, City may, in its sole discretion, set the date of the hearing beyond the five (5) day time period specified herein if deemed necessary or convenient to do so by City. If a hearing is held, both Protestor and Selected Vendor will have an opportunity to appear and present evidence and testimony in support of their positions. The hearing will be held before the City Manager or his designee. The department head of the department seeking the RFP and the City Attorney shall be in attendance.

A decision will be made by City within five (5) business days of the hearing. Upon a decision having been made, both Protestor and Selected Vendor will be notified in writing of City's decision.

In the event City's selection is reversed, City will reevaluate all proposals which were originally and timely submitted, in accordance with state and city laws and regulations. During the reevaluation, issues addressed during the protest proceedings may be considered.

Once a written protest is filed, no work will be performed by Selected Vendor until such time as City has rendered a final decision on the protest; provided that, if City, in its sole discretion, determines time is of the essence regarding receipt of the goods or completion of the services to be performed, City may permit Selected Vendor to proceed pursuant to its proposal and any Agreement with City, until/unless the protest is successful.

By submitting a proposal, each vendor agrees that the procedure outlined herein is the exclusive remedy available to challenge/protest the award of a contract to a successful bidder. <u>The decision of the city manager is final and is not appealable</u>. Each vendor further agrees that, in the event any qualified vendor fails to submit a written protest and certified check or bond within the time period specified, that vendor thereby forever waives its right to any further claim, action, or remedy, including, but not limited to, the right to bring an action before any administrative agency or any court of competent jurisdiction.

Vendor Signature

Date



CITY OF CHARLESTON, WEST VIRGINIA

LOCAL VENDOR AFFIDAVIT

Pursuant to § 2-480 of the Charleston City Code, a Local Vendor may qualify for a competitive advantage applied to its bid when certain conditions are met. One condition requires the vendor to submit this affidavit confirming that (1) the vendor has paid all applicable business taxes to the City or has a non-delinquent payment plan with the City, and (2) the vendor must state that it has had an active and current business & occupation tax account with the City Collector during the entire one-year period prior to the bid opening.

<u>AFFIRMATION</u>: By singing this form, the vendor's authorized signer affirms and acknowledges under the penalty of law for false swearing (W. Va. Code § 61-5-3) that (1) the vendor has paid all applicable business taxes to the City or has a non-delinquent payment plan with the City, and (2) the vendor has had an active and current business & occupation tax account with the City Collector during the entire one-year period prior to the scheduled bid opening for the procurement listed below.

WITNESS THE FOLLOWING SIGNATURE:		
Vendor's Corporate Name:		
Authorized Signature:	Date:	
(Printed Name and Title)		
State of		
County of, to wit:		
Taken, subscripted, and sworn before me this	_ day of, 20	
[SEAL]	Notary Public	
My Commission evolves	-	
My Commission expires		
Name of Procurement: <u>New Roof, Gutters, and Sinkl</u>	shole Repair for Former Sugar Creek	Fire Station

Bid Opening Date: August 11, 2022 at 2:00 p.m.

......

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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 day of in the year (In words, indicate day, month and year.)

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

City of Charleston, West Virginia 501 Virginia Street Charleston, West Virginia 25301 Telephone Number: (304) 348-8000

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

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

New Roof, Gutters, and Sinkhole Repair for Former Sugar Creek Fire Station 2184 Falcon Drive Charleston, West Virginia 25387

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

ZMM Architects and Engineers 222 Lee Street West Charleston, West Virginia 25302 Telephone Number: (304) 342-0159

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

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

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

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.

TABLE OF ARTICLES

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

Init.

1

§ 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.)

3

Conditions for Acceptance

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§ 4.6 Other:

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

Item

§ 4.3 Allowances, if any, included in the Contract Sum:

ltem

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

§ 4.5 Liquidated damages, if any:

Item

(Insert terms and conditions for liquidated damages, if any.)

§ 4.4 Unit prices, if any:

Units and Limitations Price per Unit (\$0.00)

§ 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

Portion of Work

§ 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

Price

Price

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.)

Substantial Completion Date

Not later than () calendar days from the date of commencement of the Work.

§ 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:

[] By the following date:

(Identify each allowance.)

Init.

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 A201TM–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:

- That portion of the Contract Sum properly allocable to completed Work; .1
- That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably .2 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:

- The aggregate of any amounts previously paid by the Owner; .1
- .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.)

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§ 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)

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§ 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 A101TM–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 A101TM-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 AIA Document E203TM–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, 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:

- AIA Document A101TM–2017, Standard Form of Agreement Between Owner and Contractor .1
- AIA Document A101TM–2017, Exhibit A, Insurance and Bonds .2
- .3 AIA Document A201TM–2017. General Conditions of the Contract for Construction
- .4 AIA Document E203TM–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this Agreement.)

-	D '
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:

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

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[] AIA Document E204TM–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 Cond	litions of the Contract:		
	Docι	ument	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 A201TM_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)

Init.

1

CONTRACTOR (Signature)

(Printed name and title)

(Printed name and title)

Additions and Deletions Report for

AIA[®] Document A101[®] – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:02:36 ET on 06/10/2022.

PAGE 1

City of Charleston, West Virginia 501 Virginia Street Charleston, West Virginia 25301 Telephone Number: (304) 348-8000

. . .

New Roof, Gutters, and Sinkhole Repair for Former Sugar Creek Fire Station 2184 Falcon Drive Charleston, West Virginia 25387

...

ZMM Architects and Engineers 222 Lee Street West Charleston, West Virginia 25302 Telephone Number: (304) 342-0159

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Certification of Document's Authenticity

AIA[®] Document D401[™] – 2003

I, Mark T. Epling, AIA, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:02:36 ET on 06/10/2022 under Order No. 2443903006 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101[™] – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)			
(Title)	 	 	· · · · · · · · · · · · ·
(11110)			
(Dated)		 	

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Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the day of in the year (In words, indicate day, month and year.)

for the following **PROJECT**: (Name and location or address) New Roof, Gutters, and Sinkhole Repair for the Former Sugar Creek Fire Station 2184 Falcon Drive Charleston, West Virginia 25387

THE OWNER: (Name, legal status and address)

City of Charleston, West Virginia 501 Virginia Street Charleston, West Virginia 25301

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

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The 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.

OWNER'S INSURANCE ARTICLE A.2 § A.2.1 General

Prior to commencement of the Work, the Contractor shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Owner'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.

ADDITIONS AND DELETIONS:

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

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

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.2.2 Liability Insurance

The Contractor shall be responsible for purchasing and maintaining general liability insurance.

§ A.2.3 Required Property Insurance

§ A.2.3.1 The Contractor 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 Contractor'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, 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 Contractor 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 Contractor 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

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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.)

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[] § 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

Init.

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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.

- .1 The Contractor shall furnish one (1) copy of each Certificate of Insurance required herein and for that insurance specified in Article A.2 herein, including insurance required for each copy of the Agreement which shall specifically set forth evidence of all coverage required herein.
- The Certificate form shall be the "ACORD" Form 25 or an equivalent form. The Contractor shall furnish to .2 the Owner copies of any endorsements that are subsequently issued amending coverage or Limits of Liability. Contractor shall furnish copies of his subcontractors' insurance certificates, upon request.
- .3 The Contractor shall be the NAMED INSURED. The Owner shall be the CERTIFICATE HOLDER. The Owner and the Architect shall be named ADDITIONALLY INSURED on the Contractor's policy.
- The Certificate shall be countersigned by an Agent licensed in the state in which the project is constructed. .4
- .5 The Certificate shall be provided by the Contractor to the Architect prior to execution of the Agreement.
- .6 These certificates and insurance policies shall contain a provision that coverages afforded under the policies will not be cancelled or allowed to expire until at least 60 days prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required herein by Article 3.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished to the Owner by the Contractor with reasonable promptness.
- If the Contractor or any of his Subcontractors fail to effect or maintain insurance required, the Owner may .7 insure his own interest and charge the cost thereof to the Contractor.

§ A.3.1.2 Deductibles and Self-Insured Retentions. The Contractor shall disclose to the Owner any deductible or selfinsured 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 One Million Dollars (\$1,000,000.00) each occurrence, Two Million Dollars (\$2,000,000.00) general aggregate, and Two Million Dollars (\$ 2,000,000.00) aggregate for products-completed operations hazard, providing coverage for claims including

- damages because of bodily injury, sickness or disease, including occupational sickness or disease, and .1 death of any person or persons or entities excluded by stature from the requirements of Clause A.3.2.2.1.6 appearing below but required by the Contract Documents to provide the insurance required by that Clause;
- .2 personal injury and advertising injury;
- damages because of physical damage to or destruction of tangible property, including the loss of use of .3 such property;
- .4 bodily injury or property damage arising out of completed operations; and
- the Contractor's indemnity obligations under Section 3.18 of the General Conditions. .5
- Claims under workers' compensation, disability benefit and other similar employee benefit acts that are .6 applicable to the Work to be performed; including private entities performing work at the site and exempt from the coverage on account of number of employees or occupation, which entities shall maintain voluntary compensation coverage at the same limits specified for mandatory coverage for the duration of the project.
- Liability Insurance shall include all major divisions of coverage and be on a commercial general liability form including the following:
 - Premises Operations (including X, C, and U coverages as applicable). a.
 - Independent Contractors' Protective. b.
 - Products and Completed Operations. C.
 - d. Personal Injury Liability.

Init.

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- Contractual, including specified provision for Contractor's obligation under Paragraph 3.18. e.
- Owned, non-owned and hired motor vehicles. f.
- g. Workers' Compensation and Employer's Liability.
- If the General Liability coverages are provided by a Commercial General Liability Policy on a claims .8 made basis, the policy date or retroactive date shall predate the Contract; the termination date of the policy or applicable extended reporting period shall be no earlier than the termination date of coverages required to be maintained after final payment, certified in accordance with Subparagraph 9.10.2.

§ 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.
- Claims for bodily injury other than to employees of the insured. .3
- Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees .4 of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary .6 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.
- Claims related to explosion, collapse and underground hazards, where the Work involves such hazards. .11

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than One Million Dollars (\$1,000,000.00) 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.

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§ A.3.2.6 Employers' Liability with policy limits not less than Five Hundred Thousand Dollars (\$ 500,000.00) each accident, Five Hundred Thousand Dollars (\$ 500,000.00) each employee, and Five Hundred Thousand Dollars (\$ 500,000.00) 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.)

- [X] § 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.
- [X] § 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. Reference Article A.2.3.1.
- [X] § 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. Reference Article A.2.3.1.

§ 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

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§ A.3.4 Performance Bond and Payment Bond

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

- 1. Prior to execution of the Agreement, the Contractor shall deliver the required bonds to the Owner.
- 2. The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

(Table deleted)

Payment and Performance Bonds shall be AIA Document A312TM, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312TM, current as of the date of this Agreement.

SPECIAL TERMS AND CONDITIONS ARTICLE A.4

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

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Additions and Deletions Report for AIA[®] Document A101[®] – 2017 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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PAGE 1

New Roof, Gutters, and Sinkhole Repair for the Former Sugar Creek Fire Station 2184 Falcon Drive Charleston, West Virginia 25387

(Name, legal status and address)

City of Charleston, West Virginia 501 Virginia Street Charleston, West Virginia 25301

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 A201TM-2017, General Conditions of the Contract for Construction.

...

Prior to commencement of the Work, the Owner-Contractor shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's Owner'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. PAGE 2

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

...

§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner The Contractor 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 Contractor'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.

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§ 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:

§ A.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner Contractor 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-Contractor shall be responsible for all loss not covered because of such deductibles or retentions. PAGE 4

- The Contractor shall furnish one (1) copy of each Certificate of Insurance required herein and for that .1 insurance specified in Article A.2 herein, including insurance required for each copy of the Agreement which shall specifically set forth evidence of all coverage required herein.
- The Certificate form shall be the "ACORD" Form 25 or an equivalent form. The Contractor shall furnish to the Owner copies of any endorsements that are subsequently issued amending coverage or Limits of Liability. Contractor shall furnish copies of his subcontractors' insurance certificates, upon request.
- The Contractor shall be the NAMED INSURED. The Owner shall be the CERTIFICATE HOLDER. The .3 Owner and the Architect shall be named ADDITIONALLY INSURED on the Contractor's policy.
- The Certificate shall be countersigned by an Agent licensed in the state in which the project is constructed.
- The Certificate shall be provided by the Contractor to the Architect prior to execution of the Agreement. .5
- .6 These certificates and insurance policies shall contain a provision that coverages afforded under the policies will not be cancelled or allowed to expire until at least 60 days prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required herein by Article 3.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished to the Owner by the Contractor with reasonable promptness.
- If the Contractor or any of his Subcontractors fail to effect or maintain insurance required, the Owner may insure his own interest and charge the cost thereof to the Contractor.

PAGE 5

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than <u>One Million Dollars</u> (\$ 1,000,000.00) each occurrence, <u>Two Million Dollars</u> (\$ 2,000,000.00) general aggregate, and Two Million Dollars (\$ 2,000,000.00) aggregate for products-completed operations hazard, providing coverage for claims including

damages because of bodily injury, sickness or disease, including occupational sickness or disease, and .1 death of any person; person or persons or entities excluded by stature from the requirements of Clause

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A.3.2.2.1.6 appearing below but required by the Contract Documents to provide the insurance required by that Clause;

- the Contractor's indemnity obligations under Section 3.18 of the General Conditions. .5
- Claims under workers' compensation, disability benefit and other similar employee benefit acts that are .6 applicable to the Work to be performed; including private entities performing work at the site and exempt from the coverage on account of number of employees or occupation, which entities shall maintain voluntary compensation coverage at the same limits specified for mandatory coverage for the duration of the project.
- Liability Insurance shall include all major divisions of coverage and be on a commercial general liability form including the following:
 - Premises Operations (including X, C, and U coverages as applicable). a.
 - Independent Contractors' Protective. b.
 - Products and Completed Operations. C.
 - d. Personal Injury Liability.
 - e. Contractual, including specified provision for Contractor's obligation under Paragraph 3.18.
 - Owned, non-owned and hired motor vehicles. f.
 - Workers' Compensation and Employer's Liability. g.
- If the General Liability coverages are provided by a Commercial General Liability Policy on a claims made basis, the policy date or retroactive date shall predate the Contract; the termination date of the policy or applicable extended reporting period shall be no earlier than the termination date of coverages required to be maintained after final payment, certified in accordance with Subparagraph 9.10.2.

PAGE 6

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than <u>One Million Dollars</u> (\$ 1,000,000.00) 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.3.2.6 Employers' Liability with policy limits not less than Five Hundred Thousand Dollars (\$ 500,000.00) each accident, Five Hundred Thousand Dollars (\$ 500,000.00) each employee, and Five Hundred Thousand Dollars (\$ 500,000.00) policy limit.

PAGE 7

[X] § 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:

- [X] § 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. Reference Article A.2.3.1.
- [X] § 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. Reference Article

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A.2.3.1.

PAGE 8

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:

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

1. Prior to execution of the Agreement, the Contractor shall deliver the required bonds to the Owner.

(Specify type and penal sum of bonds.)2. The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

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

Mathead Ald Bocument 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)

CONSTRUCTION CONTRACT

Date: Amount: \$ Description: (Name and location) Sample Document

BOND

Date: (Not earlier than Construction Contract Date)

Amount: \$ Modifications to this H	Bond:	None	See Section 16
CONTRACTOR AS PRI		SURETY	
Company: (C	Corporate Seal)	Company:	(Corporate Seal)
Signature:		Signature:	
Name and		Name and	
Title:		Title:	
(Any additional signat	ures appear on the	e 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:

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

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

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

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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:

- After investigation, determine the amount for which it may be liable to the Owner and, as soon as .1
- 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.

1

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§ 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

Init.

§ 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 add	litional signatures of add	led parties, other th	han those appearing on the cover page.)
CONTRACTOR AS PRINCIPAL		SURETY	
Company:	(Corporate Seal)	Company:	(Corporate Seal)

Signature:	Signature:
Name and Title:	Name and Title:
Address:	Address:

1

Additions and Deletions Report for $_{\pi \nu}$

 $AIA^{^{(m)}}$ Document $A312^{^{TM}} - 2010$

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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PAGE 1

Sample Document

Certification of Document's Authenticity

AIA[®] Document D401[™] – 2003

I, Mark T. Epling, AIA, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:33:37 on 09/20/2013 under Order No. 9953436519_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A312TM – 2010, Performance Bond, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Title) (Dated)	
(Dated)	



Payment Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER:

(Name, legal status and address)

CONSTRUCTION CONTRACT

Date: Amount: \$ Description: (Name and location) Sample Document

BOND

Date: (Not earlier than Construction Contract Date)

Amount: \$ Modifications to	this Bond:	None	See Section 18
CONTRACTOR A	S PRINCIPAL	SURETY	
Company:	(Corporate Seal)	Company:	(Corporate Seal)
Signature:		Signature:	
Name and		Name and	
Title:		Title:	
		1	

(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:

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

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

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

§ 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,

- have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the .1 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.

2

Init.

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§ 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

Init.

1

- § 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 participation of the					
Company:	(Corporate Seal)	Company:	(Corporate Seal)		
Signature: Name and Title: Address:		Signature: Name and Title: Address:			

1

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 AIA° Document $A312^{\text{TM}} - 2010$

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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PAGE 1

Sample Document

Certification of Document's Authenticity

AIA[®] Document D401[™] – 2003

I, Mark T. Epling, AIA, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:31:36 on 09/20/2013 under Order No. 9953436519_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A312TM – 2010, Payment Bond, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)			
(Title)		 	
(Dated)		 	

$\textcircled{B}{AIA}^{*} \text{ Document G701}^{*} - 2017$

Change Order

PROJECT: (*Name and address*) Sample Documents **CONTRACT INFORMATION:** Contract For: Date:

CHANGE ORDER INFORMATION: Change Order Number: 001 Date:

OWNER: (Name and address)

ARCHITECT: (Name and address)

CONTRACTOR: (Name and address)

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

The original Contract Sum was	\$ 0.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 0.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 0.00
The new Contract Sum including this Change Order will be	\$ 0.00
The Contract Time will be increased by Sample (0) days.	

The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

ARCHITECT (Firm name)	CONTRACTOR (Firm name)	OWNER (Firm name)
SIGNATURE	SIGNATURE	SIGNATURE
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
DATE	DATE	DATE

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MIA® Document G702[™] – 1992

Application and Certificate for Payment

	PERIOD TO: OWNER:
	CONTRACT FOR: ARCHITECT:
FROM VIA CONTRACTOR: ARCHITECT:	CONTRACT DATE: CONTRACTOR:
CONTRACTOR. ARCHITECT.	PROJECT NOS: / / FIELD:
	OTHER:

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		¢	0.00
		-	0.00
2. NET CHANGE BY CHANGE ORDERS			0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)			0.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)			0.00
5. RETAINAGE:			
a. 0 % of Completed Work			
(Column D + E on G703)	\$	0.00	
b. 0 % of Stored Material			
(Column F on G703)	\$	0.00	
Total Retainage (Lines 5a + 5b or Total in Column	I of G703)	\$	0.00
6. TOTAL EARNED LESS RETAINAGE		\$	0.00
(Line 4 Less Line 5 Total)			
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT		\$	0.00
(Line 6 from prior Certificate)			
8. CURRENT PAYMENT DUE		\$	0.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE	-		
(Line 3 less Line 6)	\$	0.00	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS	
Total changes approved in previous months by Owner	\$ 0.00	\$ 0.00	
Total approved this Month	\$ 0.00	\$ 0.00	
TOTALS	\$ 0.00	\$ 0.00	
NET CHANGES by Change Order	\$	0.00	

belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: State of:

County of:

Subscribed and sworn to before me this day of

Notary Public:

My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

By:

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$

0.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

Date:

Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

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MAIA® Document G703[™] – 1992

Continuation Sheet

AIA Document, G702TM–1992, Application and Certification for Payment, or G736TM–2009, Project Application and Project Certificate for Payment, Construction Manager as Adviser Edition,

containing Contractor's signed certification is attached.

In tabulations below, amounts are in US dollars.

Use Column I on Contracts where variable retainage for line items may apply.

F В С D Е G Н Ι А WORK COMPLETED TOTAL MATERIALS COMPLETED **BALANCE TO** RETAINAGE FROM DESCRIPTION OF % ITEM **SCHEDULED** PRESENTLY AND STORED TO FINISH (IF VARIABLE PREVIOUS NO. WORK VALUE STORED $(G \div C)$ THIS PERIOD DATE (C - G) RATE) APPLICATION (NOT IN D OR E) (D+E+F)(D + E)0.00 0.000.00 0.00 0.00 0.00 % 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 % 0.00 0.00 0.00 0.00 0.00 % 0.00 0.00 0.000.00 0.000.000.00 0.00 0.00 % 0.00 0.00 0.000.00 0.00 0.000.00 0.00 0.000.000.00 % 0.00 0.00 0.00 0.00 0.00 0.00 0.00 % 0.00 0.00 0.00 0.000.00 0.00 0.00 0.000.00 % 0.00 0.00 0.000.000.00 0.00 0.000.00 % 0.00 0.00 0.00 0.00 0.00 % 0.00 0.00 0.00 0.000.00 0.00 0.00 % 0.00 0.00 0.000.000.00 0.00 0.00 0.00 0.00 0.00 0.00 % 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 % 0.00 0.00 0.00 0.00 % 0.00 0.00 0.000.00 0.00 0.000.00 0.00 % 0.00 0.000.00 0.00 0.000.00 0.000.000.00 0.00 0.00 % 0.00 0.00 0.00 0.00 0.00 0.00 0.000.00 % 0.00 0.00 0.00 0.00 0.00 % 0.00 0.000.00 0.00 0.000.00 0.00 0.00 0.00 0.00 0.00 0.000.00 % 0.00 0.000.000.00 0.000.00 % 0.00 0.00 0.000.00 0.00 0.00 0.00 0.000.00 0.000.00 % GRAND TOTAL \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 0.00 % \$0.00 \$0.00

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APPLICATION NO: *

APPLICATION DATE:

PERIOD TO:

ARCHITECT'S PROJECT NO:

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${}^{\textcircled{\sc w}}AIA^{\sc w}$ Document G704^m – 2017

Certificate of Substantial Completion

PROJECT: (name and address) Sample Documents

CONTRACT INFORMATION: Contract For: General Construction Date:

CERTIFICATE INFORMATION: Certificate Number: 001 Date:

OWNER: (name and address)

ARCHITECT: (name and address)

CONTRACTOR: (name and address)

The Work identified below has been reviewed and found, to the Architect's best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated below is the date established by this Certificate. (Identify the Work, or portion thereof, that is substantially complete.)

ARCHITECT (Firm Name)

SIGNATURE

PRINTED NAME AND TITLE

DATE OF SUBSTANTIAL COMPLETION

WARRANTIES

The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)

WORK TO BE COMPLETED OR CORRECTED

A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows: (Identify the list of Work to be completed or corrected.)

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within) days from the above date of Substantial Completion. (

Cost estimate of Work to be completed or corrected: \$

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:

(Note: Owner's and Contractor's legal and insurance counsel should review insurance requirements and coverage.)

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

CONTRACTOR (Firm Name)	SIGNATURE	PRINTED NAME AND TITLE	DATE
OWNER (Firm Name)	SIGNATURE	PRINTED NAME AND TITLE	DATE

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Margin AIA° Document G706[™] – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: (Name and address)	ARCHITECT'S PROJECT NUMBER:	OWNER: 🗌
Sample Document		ARCHITECT: 🗌
	CONTRACT FOR:	CONTRACTOR: 🗌
TO OWNER: (Name and address)	CONTRACT DATED:	SURETY: 🗌

STATE OF: COUNTY OF:

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose Yes Indicate Attachment No No

The following supporting documents should be attached *hereto if required by the Owner:*

- 1. Contractor's Release or Waiver of Liens. conditional upon receipt of final payment.
- 2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
- 3. Contractor's Affidavit of Release of Liens (AIA Document G706A).

CONTRACTOR: (Name and address)

BY:

(Signature of authorized representative)

OTHER:

(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public: My Commission Expires:

Market Ald a state of the second state of the

Contractor's Affidavit of Release of Liens

PROJECT: (Name and address)	ARCHITECT'S PROJECT	OWNER:
Sample Document	NUMBER:	ARCHITECT:
	CONTRACT FOR:	CONTRACTOR:
TO OWNER: (Name and address)	CONTRACT DATED:	SURETY:
		OTHER: 🗌

STATE OF: COUNTY OF:

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

- 1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
- 2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: (Name and address)

BY:

(Signature of authorized representative)

(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public: My Commission Expires:

MAIA[®] Document G707[™] – 1994

Consent Of Surety to Final Payment

PROJECT: (Name and address)	ARCHITECT'S PROJECT NUMBER:	OWNER: 🗌
Sample Document	CONTRACT FOR:	ARCHITECT:
		CONTRACTOR: 🗌
TO OWNER: (Name and address)	CONTRACT DATED:	SURETY:
		OTHER:

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the (Insert name and address of Surety)

on bond of (Insert name and address of Contractor)

, CONTRACTOR, hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to (Insert name and address of Owner)

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: (Insert in writing the month followed by the numeric date and year.)

(Surety)

(Signature of authorized representative)

Attest: (Seal):

(Printed name and title)

, SURETY,

, OWNER,

MAIA® Document G707A[™] – 1994

Consent of Surety to Reduction in or Partial Release of Retainage

PROJECT :(<i>Name and address</i>)	ARCHITECT'S PROJECT NUMBER:	OWNER:
Sample Document	CONTRACT FOR:	
TO OWNER: (Name and address)		CONTRACTOR:
TO OWNER. (Ivame and dataress)	CONTRACT DATED:	SURETY:
		OTHER:

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the (*Insert name and address of Surety*)

on bond of (Insert name and address of Contractor)

, CONTRACTOR,

, OWNER,

1

, SURETY,

hereby approves the reduction in or partial release of retainage to the Contractor as follows:

The Surety agrees that such reduction in or partial release of retainage to the Contractor shall not relieve the Surety of any of its obligations to (Insert name and address of Owner)

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: (Insert in writing the month followed by the numeric date and year.)

(Surety)

(Signature of authorized representative)

Attest: (Seal):

(Printed name and title)

MAIA[®] Document G709[™] – 2001

Work Changes Proposal Request

PROJECT (Name and address):	PROPOSAL REQUEST NUMBER: *	OWNER: 🗌
Sample Document	DATE OF ISSUANCE:	ARCHITECT:
		CONSULTANT: 🗌
OWNER (Name and address):	CONTRACT FOR:	CONTRACTOR:
	CONTRACT DATE:	FIELD:
FROM ARCHITECT (Name and address):	ARCHITECT'S PROJECT NUMBER:	OTHER: 🗌

TO CONTRACTOR (Name and address):

Please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Within [Number] (*) days, the Contractor must submit this proposal or notify the Architect, in writing, of the date on which proposal submission is anticipated.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

DESCRIPTION (Insert a written description of the Work):

ATTACHMENTS (List attached documents that support description):

REQUESTED BY THE ARCHITECT:

(Signature)

(Printed name and title)

Architect's Supplemental Instructions

PROJECT: (name and address) Sample Documents

CONTRACT INFORMATION: Contract For: General Construction Date:

ASI INFORMATION: ASI Number: 001 Date:

OWNER: (name and address)

ARCHITECT: (name and address)

CONTRACTOR: (name and address)

The Contractor shall carry out the Work in accordance with the following supplemental instructions without change in Contract Sum or Contract Time. Proceeding with the Work in accordance with these instructions indicates your acknowledgment that there will be no change in the Contract Sum or Contract Time. (Insert a detailed description of the Architect's supplemental instructions and, if applicable, attach or reference specific exhibits.)

ISSUED BY THE ARCHITECT:

ARCHITECT (Firm name)

SIGNATURE

PRINTED NAME AND TITLE

DATE

${\textcircled{\baselineskip}{\baselineskip}} AIA^{*} \ {\baselineskip} {\baselineskip}$

Construction Change Directive

PROJECT: (name and address) Sample Documents	CONTRACT INFORMATION: Contract For: General Construction Date:	CCD INFORMATION: Directive Number: 001 Date:
OWNER: (name and address)	ARCHITECT: (name and address)	CONTRACTOR: (name and address)

The Contractor is hereby directed to make the following change(s) in this Contract: (Insert a detailed description of the change and, if applicable, attach or reference specific exhibits.)

PROPOSED ADJUSTMENTS

1.

- The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is: Lump Sum decrease of \$0.00
 - Unit Price of \$ per
 - Cost, as defined below, plus the following fee: (Insert a definition of, or method for determining, cost)
 - As follows:
- 2. The Contract Time is proposed to remain unchanged. The proposed adjustment, if any, is (0 days).

NOTE: The Owner, Architect and Contractor should execute a Change Order to supersede this Construction Change Directive to the extent they agree upon adjustments to the Contract Sum, Contract Time, or Guaranteed Maximum price for the change(s) described herein.

When signed by the Owner and Architect and red becomes effective IMMEDIATELY as a Constru Contractor shall proceed with the change(s) desc	Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this CCD.	
ARCHITECT (Firm name)	OWNER (Firm name)	CONTRACTOR (Firm name)
SIGNATURE	SIGNATURE	SIGNATURE
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
DATE	DATE	DATE

Supplemental Attachmentfor ACORD Certificate of Insurance 25

CONTRACT INFORMATION: PROJECT: (name and address) **CERTIFICATE INFORMATION:** Sample Documents Contract For: General Construction Producer: Date: Insured:

OWNER: (name and address)

ARCHITECT: (name and address)

Date: **CONTRACTOR:** (name and address)

Α.	Ge	neral	Liability	Yes	No	N/A
	1.	Do	es this policy include coverage for:			
		а	Damages because of bodily injury, sickness, or disease, including occupational sickness or disease, and death of any person?			
		b	Personal injury and advertising injury?			
		C	Damages because of physical damage to or destruction of tangible property, including the loss of use of such property?			
		d	Bodily injury or property damage arising out of completed operations?			
		е	The Contractor's indemnity obligations included in the Contract Documents?			
	2.	Do	es this policy contain an exclusion or restriction of coverage for:			
		a	Claims by one insured against another insured, where the exclusion or restrictions is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim?			
		b	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?			
		С	Claims for bodily injury other than to employees of the insured?			
		d	Claims for the Contractor's indemnity obligations included in the Contract Documents arising out of injury to employees of the insured?			
		е	Claims for loss excluded under a prior work endorsement or other similar exclusionary language?			
		f	Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language?			
		g	Claims related to residential, multi-family, or other habitational projects?			
		h	Claims related to roofing?			
		i	Claims related to exterior insulation finish systems, synthetic stucco, or similar exterior coatings or surfaces?			
		j	Claims related to earth subsistence or movement?			
		k	Claims related to explosion, collapse, and underground hazards?			
В.	Oth	ner In	surance Coverage	Yes	No	N/A
	1.	Ind	icate whether the Contractor has the following insurance coverages and, if so,			
		ind	icate the coverage limits for each.			
		а	Professional liability insurance			
			Coverage limits:			
		b	Pollution liability insurance			
			Coverage limits:			
		C	Insurance for maritime liability risks associated with the operation of a vessel Coverage limits:			

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d	Insurance for the use or operation of manned or unmanned aircraft		
е	Coverage limits: Property insurance		
	Coverage limits:		
f	Railroad protective liability insurance		
	Coverage limits:	 	
g	Asbestos abatement liability insurance		
	Coverage limits:		
h	Insurance for physical damage to property while it is in storage and in transit to		
	the construction site		
	Coverage limits:	 	
i	Other:		

(Authorized Representative)

(Date of Issue)

MAIA® Document G716[™] – 2004

Request for Information ("RFI")

TO:	FROM:	
PROJECT: Sample Document	ISSUE DATE:	RFI No. *
PROJECT NUMBERS: /	REQUESTED REPLY DATE: COPIES TO:	

RFI DESCRIPTION: (Fully describe the question or type of information requested.)

REFERENCES/ATTACHMENTS:(List specific documents researched when seeking the information requested.)**SPECIFICATIONS:DRAWINGS:OTHER:**

SENDER'S RECOMMENDATION: (If RFI concerns a site or construction condition, the sender may provide a recommended solution, including cost and/or schedule considerations.)

RECEIVER'S REPLY: (*Provide answer to RFI, including cost and/or schedule considerations.*)

BY

DATE

COPIES TO

1

Note: This reply is not an authorization to proceed with work involving additional cost, time or both. If any reply requires a change to the Contract Documents, a Change Order, Construction Change Directive or a Minor Change in the work must be executed in accordance with the Contract Documents.

AIA Document A201° – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

New Roof, Gutters, and Sinkhole Repair for Former Sugar Creek Fire Station 2184 Falcon Drive Charleston, West Virginia 25387

THE OWNER:

(Name, legal status and address)

City of Charleston, West Virginia 501 Virginia Street Charleston, West Virginia 25301 (304) 348-8000

THE ARCHITECT: (Name, legal status and address)

ZMM Architects and Engineers 222 Lee Street West Charleston, West Virginia 25302 (304) 342-0159

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ADDITIONS AND DELETIONS:

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

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

For guidance in modifying this document to include supplementary conditions, see AIA Document A503[™], Guide for Supplementary Conditions

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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.

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§ 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

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§ 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 protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203[™]–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 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 protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203TM–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document

G202TM–2013, Project Building Information Modeling Protocol Form, 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.

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§ 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.

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§ 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.

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§ 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.

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§ 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

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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

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§ 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.

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§ 3.18 Indemnification

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

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

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The 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.

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§ 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.

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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 Subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

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§ 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.
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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

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§ 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:

- The change in the Work; .1
- .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:

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- .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.

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§ 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

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§ 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.

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§ 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

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§ 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;
- third party claims filed or reasonable evidence indicating probable filing of such claims, unless security .2 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;
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- reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum; .4
- .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.

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§ 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.

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§ 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

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- employees on the Work and other persons who may be affected thereby; .1
- .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 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

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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

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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

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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

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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.

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

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

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

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction 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 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.

TERMINATION OR SUSPENSION OF THE CONTRACT **ARTICLE 14** § 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:

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

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§ 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 Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
 - .2 fails to make payment to Subcontractors 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

- that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause .1 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.
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§ 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.

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

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

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, 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.

Init. 1

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§ 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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PAGE 1

New Roof, Gutters, and Sinkhole Repair for Former Sugar Creek Fire Station 2184 Falcon Drive Charleston, West Virginia 25387

...

City of Charleston, West Virginia 501 Virginia Street Charleston, West Virginia 25301 (304) 348-8000

(Name, legal status and address)

ZMM Architects and Engineers 222 Lee Street West Charleston, West Virginia 25302 (304) 342-0159

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DOCUMENT 00800 - SUPPLEMENTARY CONDITIONS

The following supplements modify the "General Conditions of the Contract for Construction," AIA Document A201 - 2017. Where any portion of the General Conditions is modified or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

ARTICLE 1: GENERAL PROVISIONS

1.1 Basic Definitions

1.1.1 DELETE the last sentence of Subparagraph 1.1.1 and REPLACE with sentence as follows:

The Contract Documents also include the Bidding Documents (Advertisement or Invitation to Bid, Instructions to Bidders, sample forms, Bid Form, Bid Bond, Contractor's bid and portions of addenda relating to bidding requirements).

1.2 Correlation and Intent of the Contract Documents

1.2.1 ADD the following sentence to Subparagraph 1.2.1:

Anything mentioned in the Specifications and not shown on the Drawings, or shown on the Drawings and not mentioned in the Specifications, shall be of like effect as if shown or mentioned in both. In the case of an inconsistency between Drawings and Specifications or within either Document not clarified by addendum, the better quality or greater quantity of Work shall be provided in accordance with the Architect's interpretation.

ARTICLE 2: OWNER

2.1 General

DELETE Subparagraph 2.1.2 in its entirety.

ADD Paragraph 2.6 as follows:

2.6 Owner's Full-Time Project Representative

2.6.1 The Owner reserves the right to maintain a full-time project representative at the site who shall have such duties and responsibilities as the Owner may assign. The Owner's representative shall not interfere with or be responsible for the Contractor's means, methods, techniques, sequence and procedures for accomplishing the Work.

ARTICLE 3: CONTRACTOR

3.4 Labor and Materials

ADD Subparagraphs 3.4.4 through 3.4.10 as follows:

SUPPLEMENTARY CONDITIONS 00800 - 1

- 3.4.4 Not later than thirty (30) days from the Contract Date, the Contractor shall provide a list of all products proposed for installation, including the name of the manufacturer of each, for approval by the Owner and Architect. The list shall be tabulated by, and be complete for, each Specification Section. List the suppliers and installers for each product.
- 3.4.5 After the Contract has been executed, the Owner and the Architect will consider a formal request for substitution of products in place of those specified only under the conditions set forth in the General Requirements (Division 1 of the Specifications).
- 3.4.6 It is the intent of the Contract Documents that all manufactured articles, materials, and equipment shall be supplied, installed, connected, erected, used, cleaned, and conditioned in strict accordance with the manufacturer's requirements and recommendations.
 - .1 The Contractor shall notify Architect in writing of any Contract Document requirement which differs from their recommended Specifications and which could result in an unsatisfactory installation. Such notification shall be made prior to the product fabrication. If such notification is made as part of a Shop Drawing submission, the item(s) in question shall be specifically identified to the Architect.
 - .2 The Contractor shall notify Architect in writing of any field condition which differs from a product manufacturer's recommended installation requirements. Such notification shall be made prior to product installation.
 - .3 No product shall be installed contrary to the manufacturer's recommendations without specific written authorization from the Architect.
- 3.4.7 Not Used.
- 3.4.8 Pursuant to Chapter 21, Article 1B of the West Virginia Code, Contractors are required to report the number of individuals employed to construct each project, the county and state where they reside, and the total hours worked by each employee on the project to the State Tax Department. The filing of a Bureau of Statistics Report on Employment Form bls 790b or O.M.B. Form approval number 1220-0011 meets all requirements of this provision. The filing of a single annual report setting forth in the aggregate all contracts in which this article applies shall also be sufficient to fully meet the filing requirements of this article.
- 3.4.9 All Contractors and Subcontractors must comply with the "West Virginia Jobs Act" requirements found in Chapter 21, Article 1C of the West Virginia Code and all Department of Labor regulations.
- 3.4.10 The Owner requires that a certified payroll be submitted with each contractor's pay application using U.S. Department of Labor Form WH-347 (formerly DOL 184). Contractors may provide this information in an alternative format provided all required information on the WH-347 is included on the alternative document.

3.7 Permits, Fees and Notices

- 3.7.3 *ADD Clause 3.7.3.1 as follows:*
 - .1 The reference standards and building codes referred to in the Project Manual shall be the edition current as of the date of the Contract Documents. In case of discrepancy between the standards, building codes, technical specifications or applicable laws, the most stringent condition shall govern.

ARTICLE 5: SUBCONTRACTORS

5.2 Award of Subcontracts and Other Contracts for Portions of the Work

5.2.4 Following the word "selected", *DELETE* the rest of the paragraph *and ADD in its place the following:* "unless approved by Owner and Architect."

ARTICLE 7: CHANGES IN THE WORK

7.2 Change Orders

ADD Paragraph 7.2.2 to read as follows:

- 7.2.2 The allowance for overhead and profit combined, included in the total cost to the Owner, shall be based on the following schedule:
 - .1 For the Contractor, for any Work performed by the Contractor's own forces, fifteen percent (15%) of the cost.
 - .2 For the Contractor, for Work performed by the Contractor's Subcontractor, ten percent (10%) of the amount due the Subcontractor.
 - .3 For each Subcontractor, for Work performed by the Subcontractor's own forces, fifteen percent (15%) of the cost.
 - .4 For each Subcontractor, for Work performed by the Subcontractor's Sub-subcontractor's, ten percent (10%) of the amount due the sub-subcontractor.
 - .5 Overhead shall include Bond premiums, taxes, supervision, wages of superintendents, timekeepers, watchmen and clerks, small tools, incidentals general office expense, Workmen's Compensation Insurance, and other expenses not included in "Cost".
 - .6 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also. In no case will a change involving over \$250 be approved without such itemization.
 - .7 Local Business and Occupation Taxes, if applicable, shall be calculated on the cost of Work, overhead and profit.
 - .8 For revision to the Work requested by the Owner or Architect and for substitutions requested by the Contractor and approved by the Owner and Architect, overhead and profit shall be limited to the net difference between the cost of the specified Work and the cost of the revised or substituted Work.
 - .9 Overhead and profit shall not be calculated on changes in the Work involving unit prices. Unit prices are to have overhead and profit included in the price quoted.

7.3 Construction Change Directives

7.3.4 *DELETE* "a reasonable amount" *and ADD in its place the following:* "an allowance for overhead and profit in accordance with the schedule set forth in the following Clause 7.3.11 below."

ADD Subparagraph 7.3.11 as follows:

- 7.3.11 The allowance for overhead and profit combined, included in the total cost to the Owner, shall be based on the following schedule:
 - .1 For the Contractor, for any Work performed by the Contractor's own forces, fifteen percent (15%) of the cost.
 - .2 For the Contractor, for Work performed by the Contractor's Subcontractor, ten percent (10%) of the amount due the Subcontractor.
 - .3 For each Subcontractor, for Work performed by the Subcontractor's own forces, fifteen percent (15%) of the cost.
 - .4 For each Subcontractor, for Work performed by the Subcontractor's Sub-subcontractor's, ten percent (10%) of the amount due the sub-subcontractor.
 - .5 Overhead shall include Bond premiums, taxes, supervision, wages of superintendents, timekeepers, watchmen and clerks, small tools, incidentals general office expense, Workmen's Compensation Insurance, and other expenses not included in "Cost".
 - .6 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also. In no case will a change involving over \$250 be approved without such itemization.
 - .7 Local Business and Occupation Taxes, if applicable, shall be calculated on the cost of Work, overhead and profit.
 - .8 For revision to the Work requested by the Owner or Architect and for substitutions requested by the Contractor and approved by the Owner and Architect, overhead and profit shall be limited to the net difference between the cost of the specified Work and the cost of the revised or substituted Work.
 - .9 Overhead and profit shall not be calculated on changes in the Work involving unit prices. Unit prices are to have overhead and profit included in the price quoted.

ARTICLE 8: TIME

8.2 **Progress and Completion**

- 8.2.1 *ADD Clause* 8.2.1.1 *as follows:*
 - .1 The time for completion as set forth in the Contract is a binding part of the Contract upon which the Owner may rely in planning the use of the facilities to be constructed and for all other purposes.

ADD Paragraph 8.4 as follows:

8.4 **Reimbursement of Consultants**

- 8.4.1 The Contractor shall be responsible for paying to the Owner all costs of the Architect and its consultants, including their overhead and profit, incurred relative to the Project through the fault of the Contractor during the following periods:
 - .1 After the date of Substantial Completion stated in the Contract until the actual date of Substantial Completion.

- .2 After thirty (30) days following the actual date of Substantial Completion until the actual date of Final Completion.
- .3 These payments shall be in addition to any payments resulting from Paragraph 9.11 Liquidated Damages.

ARTICLE 9: PAYMENTS AND COMPLETION

9.3 Applications for Payment

9.3.1 *ADD Clause* 9.3.1.3 *through* 9.3.1.7 *as follows:*

- .3 The Owner will pay 90% of the portion of the Contract Sum properly allocable to labor, material and equipment incorporated in the work and of materials and equipment suitably stored at the site or at some other location agreed upon in writing, for the period covered by the Application for Payment, less the aggregate of previous payments made by the Owner.
- 4 After 50% completion, if the Contractor has met all bid document and contract requirements, the Architect and Owner will agree, on future Applications for Payment to reduce the retainage to zero, authorizing the remaining applications for payment to be paid in full. The contract retainage of (10%) may be reinstated at anytime if the methods, manner, progress and subsequent completion of work do not remain satisfactory. This will be determined by the Architect and Owner. Any reduction in retainage must be accompanied by a completed AIA Document G707A Consent of Surety to Reduction in or Partial Release of Retainage.
- .5 The (10%) retainage amount held until the Work is (50%) complete will be retained until Substantial Completion.
- .6 The Owner will pay upon Substantial Completion of the Contracted Work, a sum sufficient to increase the total payments to 95% of the Contract Sum, less such amounts as the Architect and the Owner shall determine for all incomplete work, rejected work and unsettled claims as provided in the Contract Documents. The final 5% retainage shall not be released until the Owner and Architect have received satisfactory evidence of the completion of all work required by the Contract Documents, including all rejected work and the resolution of all unsettled claims.
- .7 A Certificate of Project Completion (Form WVDE BP-13-A) must also be executed before the final retention will be released.

9.7 Failure of Payment

9.7. In line 4, *REVISE* "seven additional days" *to read:* "thirty additional days."

ADD Article 9.11 as follows:

9.11 Liquidated Damages

9.11.1 The Contractor and the Contractor's surety, if any, shall be liable for and shall pay the Owner the sums hereinafter stipulated as liquidated damages, and not as a penalty, for each calendar day of delay beyond the stipulated date of Substantial Completion until the Work is substantially complete: **One Thousand Dollars (\$1,000.00).**

- 9.11.2 These payments shall be in addition to any payments resulting from Paragraph 8.4, Reimbursement of Consultants.
- 9.11.3 If the Owner accepts any work or make any payments under this Contract after any such delay or default, such acceptance, payment or payments, shall not in any respect constitute a waiver or modification of any of the provisions in regard to time of completion and liquidated damages.

ARTICLE 10: PROTECTION OF PERSON AND PROPERTY

10.1 Safety Precautions and Programs

- 10.1.1 *ADD Clause 10.1.1.1 as follows:*
 - .1 The Contractor shall be responsible for providing, erecting, bracing, shoring and in every way protecting his own Work in compliance with state and local codes, and all U.S. Occupational Safety and Health Administration (OSHA) regulations. Each Contractor shall be responsible for the adequacy in performance of his temporary Work and shall use utmost care to protect the Work in progress and upon removal protect all surrounding existing work.

10.2 Safety of Persons and Property

- 10.2.1 *ADD Clause 10.2.1.4 as follows:*
 - .4 Contractor shall comply with the Occupational Safety and Health Act of 1970, as outlined in the Federal Register, Volume 36, Number 75, Part II, dated Saturday, April 17, 1971, Department of Labor, Bureau of Labor Standards, Safety and Health Regulations for Construction.
- 10.2.4 *ADD Clause 10.2.4.1 as follows:*
 - .1 When the use or storage of explosives, inflammable or toxic materials or equipment or unusual methods are necessary, the Contractor shall give the Owner and Architect reasonable advance notice in writing. In this case, reasonable notice shall be at least ten calendar days.

ARTICLE 11: INSURANCE AND BONDS

- 11.1.2 *ADD Clause 11.1.2.1 as follows:*
 - .1 The insurance required by Subparagraph 11.1.1 shall be written for not less than the minimum limits (or greater if required by law) set forth in the sample Certificate of Insurance following these Supplementary General Conditions. Commercial Liability policies shall be endorsed to cause the general aggregate limit to apply separately to this Project.
- 11.2 Substitute the word "Contractor" for the word "Owner" and "Owner" for "Contractor" wherever these words appear throughout paragraph nos. 11.2.1 through 11.2.3.

ARTICLE 15: CLAIMS AND DISPUTES

15.1 Claims

15.1.6.2 *ADD the following sentence:*

Local climatological data published by the National Oceanic and Atmospheric Administration shall be used to substantiate abnormal conditions.

15.2 Initial Decision

15.2.1 DELETE Subparagraph 15.2.1 in its entirety and substitute as follows:

15.2.1 Claims, including those alleging an error or omission of the Architect, shall be referred initially to the Architect for action. A decision by the Architect shall be required as a condition precedent to submission by the Contractor of a Claim between the Contractor and Owner as to all such matters arising prior to the date final payment is due, regardless of (1) whether such matters relate to execution and progress of the Work or (2) the extent to which the Work has been completed. The decision by the Architect in response to a Claim shall not be a condition precedent to submission of a claim in the event (1) the position of Architect is vacant, (2) the Architect has not received evidence or has failed to render a decision within agreed time limits, (3) the Architect has failed to take action within 30 days after the Claim is made, or (4) 45 days have passed after the Claim has been referred to the Architect.

15.2.5 DELETE the last sentence in its entirety.

15.2.6 and 15.2.6.1 - DELETE these paragraphs in their entirety.

- **15.3 DELETE Paragraph 15.3 Mediation in its entirety.**
- **15.4 DELETE Paragraph 15.4 Arbitration in its entirety and substitute the following:**

15.4 Settlement of Claims

- 15.4.1 All references to arbitration are hereby deleted.
- 15.4.2 Any controversy or Claim arising out of or related to the Contract or breach thereof, shall be settled by the Circuit Court of Kanawha County or any other court of jurisdiction as the Owner may elect, except controversies or Claims of the Contractor or Owner upon which the Architect has rendered a decision as provided in Subparagraph 4.4.4 shall be subject to such settlement upon written demand by either party. This action may be commenced when 45 days have passed after a Claim has been referred to the Architect as provided in Paragraph 4.3 and no decision has been rendered.
- 15.4.3 Notice of such action shall be filed in writing with the other party to the Agreement between the Owner and Contractor and copy shall be filed with the Architect.
- 15.4.4 Filing of a claim in the Circuit Court of Kanawha County by the Contractor or a complaint in court by the Owner may not be made until the earlier of (1 the date on which the Architect has rendered a final decision of the Claim, (2) the tenth day after the parties have presented

evidence to the Architect or have been given reasonable opportunity to do so, if the Architect has not rendered a final decision by that date, or (3) any of the four events described in Subparagraph 4.4.1 of the Supplementary General Conditions.

- .1 When a written decision of the Architect states that (1 the decision is final but subject to court action and (2) a demand for court action on a Claim covered by such decision must be made within 30 days after the date on which the party making the demand receives the final written decision, then failure to demand court action within said 30 days' period shall result in the Architect's decision becoming final and binding upon both the Owner and Contractor. If the Architect renders a decision after court proceedings have been initiated, such decision may be entered as evidence, but shall not supersede court proceedings unless the decision is acceptable to all parties concerned.
- .2 Claims or complaint shall be made within the time limits specified in Subparagraphs 4.5.2 and 4.5.4 and Clause 4.5.4.1 as applicable, and in other cases within a reasonable time after the Claim has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such Claim should be barred by the applicable statute of limitations.
- 15.4.5 A party who files a claim in the Circuit Court of Kanawha County must assert in the demand all Claims then known to the party on which court action is permitted to be demanded. When the party fails to include a Claim through oversight, inadvertence or excusable neglect, or when a claim has matured or has been acquired subsequently, the court may permit amendment.

END OF DOCUMENT

CERTIFICATE OF LIABILITY INSURANCE

INSURANCE AGENCY ADDRESS CITY, STATE, ZIP CODE	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
CONTRACTOR	INSURER'S AFFORDING CO	NAIC#		
ADDRESS CITY, STATE, ZIP CODE	INSURER A:	INSURANCE COMPANY		
	INSURER B:			
	INSURER C:			
COVERAGES				

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM, OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS			
А		GENERAL LIABILITY	12345678	MM/DD/YY	MM/DD/YY	EACH OCCURRENCE	\$1,000,000.00		
		X COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES			
		CLAIMS MADE OCCURRENCE				MEDICAL EXPENSE			
		X XCU INCLUDED				PERSONAL & ADV INJURY	\$1,000,000.00		
		X NO DEDUCTIBLE				GENERAL AGGREGATE	\$2,000,000.00		
		GENERAL AGGREGATE LIMIT APPLIES TO				PRODUCTS - COMP/OP AGG	\$2,000,000.00		
		POLICY X PROJECT LOC							
А		AUTOMOBILE LIABILITY	123456789	MM/DD/YY	MM/DD/YY	COMBINED SINGLE LIMIT	\$1,000,000.00		
		X ANY AUTO				(EACH ACCIDENT)	\$1,000,000.00		
		ALL OWNED AUTOS				BODILY INJURY			
		SCHEDULED AUTOS				(PER PERSON)			
		X HIRED AUTOS				BODILY INJURY			
		X NON-OWNED AUTOS				(PER ACCIDENT)			
		X NO DEDUCTIBLE				PROPERTY DAMAGE			
						(PER ACCIDENT)			
		GARAGE LIABILITY				AUTO ONLY - EACH ACCIDENT			
		ANY AUTO				OTHER THAN EACH. ACC.			
						AUTO ONLY: AGGREGATE			
Α		EXCESS UMBRELLA LIABILITY	123456789	MM/DD/YY	MM/DD/YY	EACH OCCURRENCE	\$2,000,000.00		
		X OCCURRENCE CLAIMS MADE				AGGREGATE	\$2,000,000.00		
		DEDUCTIBLE							
		RETENTION \$							
А		EMPLOYER'S LIABILITY	123456789	MM/DD/YY	MM/DD/YY	WC STATUTORY LIMITS			
						OTHER			
						E.L. EACH ACCIDENT	\$500,000.00		
						E.L. DISEASE - EACH EMPLOYEE	\$500,000.00		
						E.L. DISEASE - POLICY LIMIT	\$500,000.00		
		OTHER							
Certificate Holder, its Officers, Employees, Agents, and ZMM, Inc. are included as additional insured with a Waiver Of Subrogation as respects to project: (Description)									
CERTIFICATE HOLDER X			CANCELLATION						
OWNER			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE						
ADDRESS			EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 60 DAYS						
CITY, STATE, ZIP CODE				WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER,					

ITS AGENTS, OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE:

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COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.								
CO	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	COVERED PROPERTY	LIMITS		
	PROPERTY				BUILDING	\$		
	CAUSES OF LOSS BASIC				BUSINESS INCOME	s s		
	BROAD				EXTRA EXPENSE	s		
	SPECIAL				BLANKET BUILDING	\$		
	EARTHQUAKE				BLANKET PERS PROP	\$		
	FLOOD				BLANKET BLDG & PP	\$		
						\$		
					X BUILDING	CONTRACT AM		
	TYPE OF POLICY				X TRANSIT	\$ 20%		
А	Inst/Builder's Risk	(if applicable)			X OFF-SITE	\$ 20%		
	CAUSES OF LOSS				STORAGE	\$		
	NAMED PERILS					\$		
	CRIME					\$		
	TYPE OF POLICY					\$		
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	OTHER					\$		
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LOCA	TION OF PREMISES/DESCRIPTION OF PRO	PERTY						
PROJECT NAME AND ADDRESS								
SPECIAL CONDITIONS/OTHER COVERAGES Owner is to be named as additional insured.								
CERTIFICATE HOLDER CANCELLATION								
SI	ATE AGENCY'S NAM	E AND ADDRESS	EXPIRATION I	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL $\underline{30}$ days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability				

OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE THIS PAGE IS BLANK

SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Project information.
 - 2. Work covered by Contract Documents.
 - 3. Access to site.
 - 4. Work restrictions.
 - 5. Coordination with occupants.
 - 6. Specification and Drawing conventions.
 - 7. Code Compliance.
- B. Related Requirements:
 - 1. Section 015000 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.3 PROJECT INFORMATION

- A. Project Identification: New Roof, Gutters, and Sinkhole Repair for the Former Sugar Creek Fire Station.
 - 1. Project Location: 2184 Falcon Drive, Charleston, WV 25387.
 - 2. Owner: City of Charleston, West Virginia, 501 Virginia Street, 25301.

1.4 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of this Project will be conducted under a single General Trades Contract which will include all work of this project.
- B. The Work of this Project is defined by the Contract Documents, and consists of the following:
 - 1. Replacement of asphalt shingled roof with new asphalt shingles including flashing, and roof drainage.
 - 2. Construction of wood-framed pitched shed roof over existing flat bituminous roof including asphalt shingles, flashing, and drainage.
 - 3. Work includes demolition of existing shingled roof and underlayment, inspection of existing roof sheathing substrate, repair of substrate where required, extension of vents and electric service entrance, and installation of new roof.

1.5 ACCESS TO SITE

- A. General: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.
- B. Use of Site: Limit use of Project site to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
 - 1. Driveways, Walkways and Entrances: Keep driveways and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
 - a. Schedule deliveries to minimize use of driveways and entrances by construction operations, and to minimize space and time requirements for storage of materials and equipment on-site.
 - b. Protect all driveways, walks, and entrances during construction and repair all damage to same caused by construction operations to satisfaction of Architect and Owner.
- C. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction operations.
- D. Condition of Existing Grounds: Protect portions of existing grounds, landscaping, and hardscaping affected by construction operations throughout construction period. Repair damage caused by construction operations.

1.6 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
 - 1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
- B. On-Site Work Hours: Limit work on site to normal business working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday, unless otherwise indicated.
 - 1. Weekend Hours: Owner's discretionary permission required with 72 hours notice/request given by Contractor.
- C. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.
 - 1. Notify Owner not less than three days in advance of proposed disruptive operations.
 - 2. Obtain Owner's written permission before proceeding with disruptive operations.
- D. Controlled Substances: Use of tobacco products and other controlled substances on Project site is not permitted.

- E. All construction personnel are to observe and practice professional personal conduct including civil language and appropriate working attire at all times while on project site.
- F. Employee Screening: Comply with Owner's requirements for drug and background screening of Contractor personnel working on Project site.
 - 1. Comply with West Virginia Code Chapter 21-1D: WEST VIRGINIA ALCOHOL AND DRUG-FREE WORKPLACE ACT".
 - 2. Maintain list of approved screened personnel with Owner's representative.
- G. COVID-19 Procedures: Contractor shall adhere to the Owner's COVID-19 procedures throughout the project duration as it relates to wearing masks, social distancing, body temperature monitoring, etc.

1.7 COORDINATION WITH OCCUPANTS

- A. Owner Limited Occupancy of Completed Areas of Construction: Owner reserves the right to occupy and to place and install equipment in completed portions of the Work, prior to Substantial Completion of the Work, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and limited occupancy shall not constitute acceptance of the total Work.
 - 1. Architect will prepare a Certificate of Substantial Completion for each specific portion of the Work to be occupied prior to Owner acceptance of the completed Work.
 - 2. Obtain a Certificate of Occupancy from authorities having jurisdiction before limited Owner occupancy.
 - 3. Before limited Owner occupancy, mechanical and electrical systems shall be fully operational, and required tests and inspections shall be successfully completed. On occupancy, Owner will operate and maintain mechanical and electrical systems serving occupied portions of Work.
 - 4. On occupancy, Owner will assume responsibility for maintenance and custodial service for occupied portions of Work.

1.8 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Format: The Specifications are organized into Divisions and Sections using the 40-division format and CSI "MasterFormat" numbering system.
 - 1. Section Identification: The Specifications use Section numbers and titles to help crossreferencing in the Contract Documents. Sections in the Project Manual are in numeric sequence; however, the sequence is incomplete because not all available Section numbers are used. Consult the table of contents at the beginning of the Project Manual to determine numbers and names of Sections in the Contract Documents.
- B. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

- 1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
- 2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- C. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
- D. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
 - 1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
 - 2. Abbreviations: Materials and products are identified by abbreviations published as part of the U.S. National CAD Standard.
 - 3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.
- E. Anything mentioned in the Specifications and not shown on the Drawings, or shown on the Drawings and not mentioned in the Specifications, shall be of like effect as if shown or mentioned in both. In the case of an inconsistency between Drawings and Specifications or within either Document not clarified by addendum, the better quality or greater quantity of Work shall be provided in accordance with the Architect's interpretation.

1.9 CODE COMPLIANCE

- A. Contractor is to comply with all applicable regulations of governmental authorities having jurisdiction over the project.
- B. The West Virginia State Building Code and West Virginia State Fire Code are made part of the contract documents in their entirety by cross reference, and compliance with these codes is mandatory.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

SECTION 012200 - UNIT PRICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for unit prices.
- B. Related Requirements:
 - 1. Section 012600 "Contract Modification Procedures" for procedures for submitting and handling Change Orders.
 - 2. Section 014000 "Quality Requirements" for general testing and inspecting requirements.

1.3 DEFINITIONS

- A. Unit price is an amount incorporated in the Agreement, applicable during the duration of the Work as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, added to or deducted from the Contract Sum by appropriate modification, if the scope of Work or estimated quantities of Work required by the Contract Documents are increased or decreased.
- B. Provide means to provide and install described work including all labor, materials, equipment, shipment and handling, insurance, operating overhead, and applicable taxes.

1.4 PROCEDURES

- A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, overhead, and profit.
- B. Measurement and Payment: See individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.
- C. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.
- D. List of Unit Prices: A schedule of unit prices is included in Part 3. Specification Sections referenced in the schedule contain requirements for materials described under each unit price.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF UNIT PRICES

- A. Unit Price 1: Replacement of wood roof sheathing.
 - 1. Description: Removal and replacement of unsatisfactory wood roof sheathing with wood roof sheathing panels as specified in Section 061600 "Sheathing".
 - 2. Unit of Measurement: Square Foot of roof sheathing replaced, based on survey of area replaced.
- B. Unit Price No. 2: Replacement of wood roof joists at the existing flat-roofed area:
 - 1. Description: Removal and replacement of wood roof joists as specified in Section 061053 "Miscellaneous Rough Carpentry".
 - 2. Unit of Measurement: Board Foot of roof joist replaced, based on survey of board feet replaced.

SECTION 012300 - ALTERNATES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements for alternates.

1.3 DEFINITIONS

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the bidding requirements that may be added to or deducted from the base bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
 - 1. Alternates described in this Section are part of the Work only if enumerated in the Agreement.
 - 2. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.
- B. Provide: Furnish and install including all materials, equipment, coordination, overhead and profit necessary for such provision.

1.4 PROCEDURES

- A. Coordination: Revise or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
 - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
- B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated revisions to alternates.
- C. Execute accepted alternates under the same conditions as other work of the Contract.

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

A. Add-Alternate Bid No. 1 - Provide new gypsum board ceilings and light fixtures in area under existing flat roof area receiving new sloped roof framing and shingle roofing.

SECTION 012500 - SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for substitutions after contract execution.
- B. Related Requirements:
 - 1. Section 013300 "Submittal Procedures".
 - 2. Section 016000 "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.

1.3 DEFINITIONS

- A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
 - 1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
 - 2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantage to Contractor or Owner.

1.4 ACTION SUBMITTALS

- A. Substitution Request Submittal: The Architect will consider requests for substitution if received within 30 days after commencement of the Work. Requests received more than 30 days after commencement of the Work may be considered or rejected at the discretion of the Architect.
 - 1. Submit separate PDF file of each request for substitution for consideration. Submit requests in the form and according to procedures required for change-order proposals.
 - a. Scan "Substitution Request Cover Sheet (After Bid)," included at the end of this Section, complete, and attach this sheet as first page of request file.
 - b. Complete all information called for on cover sheet.
 - 2. Identify the product or the fabrication or installation method to be replaced in each request. Include related Specification Section and Drawing numbers.

- 3. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
 - a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
 - b. Coordination information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.
 - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
 - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - e. Samples, where applicable or requested.
 - f. Certificates and qualification data, where applicable or requested.
 - g. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
 - h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 - i. Research reports evidencing compliance with building code in effect for Project, from ICC-ES .
 - j. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
 - k. Cost information, including a proposal of change, if any, in the Contract Sum.
 - 1. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
 - m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
- 4. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
 - a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
 - b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

1.5 QUALITY ASSURANCE

A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.

1.6 PROCEDURES

A. Coordination: Revise or adjust affected work as necessary to integrate work of the approved substitutions.

PART 2 - PRODUCTS

2.1 SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.
 - 1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
 - a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - b. Substitution request is fully documented and properly submitted.
 - c. Requested substitution will not adversely affect Contractor's construction schedule.
 - d. Requested substitution has received necessary approvals of authorities having jurisdiction.
 - e. Requested substitution is compatible with other portions of the Work.
 - f. Requested substitution has been coordinated with other portions of the Work.
 - g. Requested substitution provides specified warranty.
 - h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
- B. Substitutions for Convenience: Architect will consider requests for substitution if received within 30 days after the Notice to Proceed. Requests received after that time may be considered or rejected at discretion of Architect.
 - 1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
 - a. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume.

- b. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
- c. Requested substitution does not require extensive revisions to the Contract Documents.
- d. Requested substitution is consistent with the Contract Documents and will produce indicated results.
- e. Substitution request is fully documented and properly submitted.
- f. Requested substitution will not adversely affect Contractor's construction schedule.
- g. Requested substitution has received necessary approvals of authorities having jurisdiction.
- h. Requested substitution is compatible with other portions of the Work.
- i. Requested substitution has been coordinated with other portions of the Work.
- j. Requested substitution provides specified warranty.
- k. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

PART 3 - EXECUTION (Not Used)

This form must be submitted by a prime Contractor. Submissions by subcontractors, suppliers or product representatives will not be accepted.

Instructions:

- 1. Include product description, manufacturer's specifications, drawings, photographs, performance and test data adequate for evaluation of the request.
- 2. Include description of changes, if any, to Contract Documents required for the proper installation of proposed substitution.
- 3. When more than one model or system is shown on data submitted, identify specific product, including model or system and all applicable accessories to be proposed as a substitute.

To: ZMM, Inc. 222 Lee Street West Charleston, WV 25302

Date:

Project Name:_____

Section & Article:

Specified Product/Manufacturer:

Proposed Substitute:

Substitutions after bid are only permitted for one of the following reasons, which explained further in Section 012500 – Substitutions. Substitution requests submitted for reasons other than those listed below will be rejected and returned without action. Indicate below the reason for this substitution request:

The specified product/system cannot be provided with the Contract Time. The request will not be considered if the product/system cannot be provided as a result of failure to pursue the Work promptly or coordinate activities properly.

_____ The specified product/system cannot receive necessary approval by governing authorities, and the requested substitution can be approved.

The undersigned also certifies that the following statements are correct:

- 1. The function, appearance, quality and warranty of the proposed substitution are equivalent or superior to the specified product or system.
- 2. The proposed substitution does not affect dimensions shown on Drawings.
- 3. The proposed substitution shall not change the building design, engineering design or detailing.
- 4. The proposed substitution shall have no adverse effect on other trades, the construction schedule or specified warranty requirements.
- 5. Maintenance and service parts shall be locally available for the proposed substitution.

Submitted by:	Architect/Engineer's Review Comments:			
Signature/Title:	Accepted	Accepted As Noted		
Prime Contractor:	Not Accepted	Received Too Late		
	Signature:			
Attachments	-			

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SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Requirements:
 - 1. Section 012500 "Substitution Procedures" for administrative procedures for handling requests for substitutions made after the Contract award.

1.3 MINOR CHANGES IN THE WORK

A. Architect will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710, "Architect's Supplemental Instructions."

1.4 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. Proposal Requests issued by Architect are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
 - 2. Within time specified in Proposal Request after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include costs of labor and supervision directly attributable to the change.
 - d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

- e. Contractor's failure to include in the quotation adjustments in the construction schedule made necessary by the proposed changes shall result in Contractor's forfeiture of any addition time needed for said proposed changes.
- B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Architect .
 - 1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
 - 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - 4. Include costs of labor and supervision directly attributable to the change.
 - 5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
 - 6. Comply with requirements in Section 012500 "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.
 - 7. Proposal Request Form: Use AIA Document G709 for Proposal Requests.

1.5 ADMINISTRATIVE CHANGE ORDERS

A. Unit-Price Adjustment: See Section 012200 "Unit Prices" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect measured scope of unit-price work.

1.6 CHANGE ORDER PROCEDURES

A. On Owner's approval of a Work Change Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor on AIA Document G701 form included in Project Manual.

1.7 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: Architect may issue a Construction Change Directive on AIA Document G714. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
 - 1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

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SECTION 012900 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Requirements:
 - 1. Section 012600 "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
 - 2. Section 013200 "Construction Progress Documentation" for administrative requirements governing the preparation and submittal of the Contractor's construction schedule.
 - 3. Section 013300 "Submittal Procedures".

1.3 DEFINITIONS

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

1.4 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.
 - 1. Coordinate line items in the schedule of values with other required administrative forms and schedules, including the following:
 - a. Application for Payment forms with continuation sheets.
 - b. Submittal schedule.
 - c. Items required to be indicated as separate activities in Contractor's construction schedule.
 - 2. Submit the schedule of values to Architect at earliest possible date, but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
- B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.

- 1. Identification: Include the following Project identification on the schedule of values:
 - a. Project name and location.
 - b. Name of Architect.
 - c. Architect's project number.
 - d. Contractor's name and address.
 - e. Date of submittal.
- 2. Arrange the schedule of values in tabular form with separate columns to indicate the following for each item listed:
 - a. Related Specification Section or Division.
 - b. Description of the Work.
 - c. Name of subcontractor.
 - d. Name of manufacturer or fabricator.
 - e. Name of supplier.
 - f. Change Orders (numbers) that affect value.
 - g. Dollar value of the following, as a percentage of the Contract Sum to nearest onehundredth percent, adjusted to total 100 percent.
 - 1) Labor.
 - 2) Materials.
 - 3) Equipment.
- 3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with Project Manual table of contents. Provide multiple line items for principal subcontract amounts in excess of five percent of the Contract Sum.
- 4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
- 5. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
 - a. Differentiate between items stored on-site and items stored off-site. If required, include evidence of insurance.
- 6. Provide separate line items in the schedule of values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
- 7. Each item in the schedule of values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
 - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the schedule of values or distributed as general overhead expense, at Contractor's option.
- 8. Schedule Updating: Update and resubmit the schedule of values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.5 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
 - 1. Each application for payment shall be submitted with the following documents to be updated with each application:
 - a. Construction schedule.
 - b. Submittal and shop drawing log identifying all required submittals and the status of those submittals already submitted.
 - c. Log of all Proposal Requests and responses.
 - d. Log of all Contract Modifications each indicating description, amount, execution date, and schedule implications.
 - e. Log of all Requests for Information (RFI's) with a description of each RFI, including the date on which it was submitted, and the date on which it was returned.
 - f. Waivers of Mechanic's Liens described below.
 - 2. A payment application will be considered as being incomplete unless all required information is provided. Incomplete payment applications will be returned to the Contractor.
 - 3. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
 - 4. An application for payment checklist appears at the end of this Section.
- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction Work covered by each Application for Payment is the period indicated in the Agreement.
 - 1. Submit draft copy of Application for Payment seven days prior to due date for review by Architect.
- C. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 as form for Applications for Payment.
- D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
 - 1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
 - 2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
 - 3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
- E. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site.

- 1. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment, for stored materials.
- 2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
- 3. Provide summary documentation for stored materials indicating the following:
 - a. Value of materials previously stored and remaining stored as of date of previous Applications for Payment.
 - b. Value of previously stored materials put in place after date of previous Application for Payment and on or before date of current Application for Payment.
 - c. Value of materials stored since date of previous Application for Payment and remaining stored as of date of current Application for Payment.
- F. Transmittal: Submit three signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.
 - 1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- G. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's liens from subcontractors, sub-subcontractors, and suppliers for construction period covered by the previous application.
 - 1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
 - 2. When an application shows completion of an item, submit conditional final or full waivers.
 - 3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
 - 4. Submit final Application for Payment with or preceded by conditional final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
 - 5. Waiver Forms: Submit executed waivers of lien on forms, acceptable to Owner.
- H. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
 - 1. Schedule of values.
 - 2. Deposits required by material suppliers are to be itemized under Contractor's Mobilization and cannot appear on subsequent Applications For Payment.
 - 3. Contractor's construction schedule.
 - 4. Submittal schedule
 - 5. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
 - 6. Initial progress report.
 - 7. Report of preconstruction conference.
 - 8. Certificates of insurance and insurance policies.
 - 9. Performance and payment bonds.
 - 10. Data needed to acquire Owner's insurance.

- I. Application for Payment at Substantial Completion: After Architect issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
 - 1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
 - 2. This application shall reflect Certificate(s) of Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- J. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
 - 1. Evidence of completion of Project closeout requirements.
 - 2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
 - 3. Updated final statement, accounting for final changes to the Contract Sum.
 - 4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
 - 5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
 - 6. AIA Document G707, "Consent of Surety to Final Payment."
 - 7. Evidence that claims have been settled.
 - 8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
 - 9. Final liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

3.1 PAYMENT PROCEDURES CHECKLIST

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

- 1. Schedule of values.
- 2. Submittal schedule.
- 3. List of Contractor's staff assignments.
- 4. List of Contractor's principal consultants.
- 5. Copies of building permits.
- 6. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
- 7. Initial progress report.
- 8. Report of preconstruction conference.
- 9. Certificates of insurance and insurance policies.
- 10. Performance and payment bonds.
- 11. Data needed to acquire Owner's insurance.
- C. Submit the following with Application for Payment at Substantial Completion:
 - 1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
 - 2. This application shall reflect Certificate(s) of Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- D. Submit the following with Final Payment Application:
 - 1. Evidence of completion of Project closeout requirements.
 - 2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
 - 3. Updated final statement, accounting for final changes to the Contract Sum.
 - 4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
 - 5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
 - 6. AIA Document G707, "Consent of Surety to Final Payment."
 - 7. Evidence that claims have been settled.
 - 8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
 - 9. Final liquidated damages settlement statement.
- E. Submit the following with all other Applications For Payment:
 - 1. Construction schedule.
 - 2. Submittal and shop drawing log identifying all required submittals and the status of those submittals already submitted.
 - 3. Log of all Proposal Requests and responses.
 - 4. Log of all Contract Modifications each indicating description, amount, execution date, and schedule implications.
 - 5. Log of all Requests for Information (RFI's) with a description of each RFI, including the date on which it was submitted, and the date on which it was returned.
 - 6. Waivers of Mechanic's Liens described above.

SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. General coordination procedures.
 - 2. Requests for Information (RFIs).
 - 3. Project Web site.
 - 4. Project meetings.
- B. Related Requirements:
 - 1. Section 013200 "Construction Progress Documentation" for preparing and submitting Contractor's construction schedule.
 - 2. Section 013300 "Submittal Procedures".
 - 3. Section 017300 "Execution" for procedures for coordinating general installation.
 - 4. Section 017700 "Closeout Procedures" for coordinating closeout of the Contract.

1.3 DEFINITIONS

A. RFI: Request from Owner, Architect, or Contractor seeking information required by or clarifications of the Contract Documents.

1.4 INFORMATIONAL SUBMITTALS TO BE SUBMITTED TO ARCHITECT

- A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
 - 1. Name, address, and telephone number of entity performing subcontract or supplying products.
 - 2. Number and title of related Specification Section(s) covered by subcontract.
 - 3. Drawing number and detail references, as appropriate, covered by subcontract.
- B. Key Personnel Names: Within 15 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home, office, and cellular telephone numbers and e-mail addresses.

- C. Provide names, addresses, and telephone numbers of individuals assigned as alternates in the absence of individuals assigned to Project.
 - 1. Post copies of list in project meeting room, in temporary field office, on Project Web site, and by each temporary telephone. Keep list current at all times.
- D. Submit sample agendas for the following types of meetings:
 - 1. Preconstruction Conference
 - 2. Progress Meetings

1.5 GENERAL COORDINATION PROCEDURES

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections, that depend on each other for proper installation, connection, and operation.
 - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 - 2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
 - 3. Make adequate provisions to accommodate items scheduled for later installation.
- B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
 - 1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
 - 1. Preparation of Contractor's construction schedule.
 - 2. Preparation of the schedule of values.
 - 3. Installation and removal of temporary facilities and controls.
 - 4. Delivery and processing of submittals.
 - 5. Progress meetings.
 - 6. Preinstallation conferences.
 - 7. Project closeout activities.
 - 8. Startup and adjustment of systems.
- D. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.

1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. See other Sections for disposition of salvaged materials that are designated as Owner's property.

1.6 REQUESTS FOR INFORMATION (RFIs)

- A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
 - 1. Architect will return RFIs submitted to Architect by other entities controlled by Contractor with no response.
 - 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
 - 1. Project name.
 - 2. Project number.
 - 3. Date.
 - 4. Name of Contractor.
 - 5. Name of Architect.
 - 6. RFI number, numbered sequentially.
 - 7. RFI subject.
 - 8. Specification Section number and title and related paragraphs, as appropriate.
 - 9. Drawing number and detail references, as appropriate.
 - 10. Field dimensions and conditions, as appropriate.
 - 11. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 - 12. Contractor's signature.
 - 13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
 - a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.
- C. RFI Forms: Use AIA Document G716 Form bound in Project Manual.
 - 1. Attachments shall be electronic files in Adobe Acrobat PDF format.
- D. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow seven working days for Architect's response for each RFI. RFIs received by Architect after 1:00 p.m. will be considered as received the following working day.
 - 1. The following Contractor-generated RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for coordination information already indicated in the Contract Documents.

- d. Requests for adjustments in the Contract Time or the Contract Sum.
- e. Requests for interpretation of Architect's actions on submittals.
- f. Incomplete RFIs or inaccurately prepared RFIs.
- 2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt of additional information.
- 3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Section 012600 "Contract Modification Procedures."
 - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within 2 days of receipt of the RFI response.
- E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly. Include the following:
 - 1. Project name.
 - 2. Name and address of Contractor.
 - 3. Name and address of Architect.
 - 4. RFI number including RFIs that were returned without action or withdrawn.
 - 5. RFI description.
 - 6. Date the RFI was submitted.
 - 7. Date Architect's response was received.
- F. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within 2 days if Contractor disagrees with response.
 - 1. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
 - 2. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.

1.7 **PROJECT WEB SITE**

- A. Use Architect's ShareFile Project Web site for purposes of hosting and managing project communication and documentation until Final Completion. Project Web site shall include the following functions:
 - 1. Project directory.
 - 2. Project correspondence.
 - 3. Meeting minutes.
 - 4. Proposal Request Logs.
 - 5. Contract modifications forms and logs.
 - 6. RFI forms and logs.
 - 7. Task and issue management.
 - 8. Photo documentation.
 - 9. Schedule and calendar management.
 - 10. Submittals forms and logs.
 - 11. Payment application forms.

- 12. Drawing and specification document hosting, viewing, and updating.
- 13. Online document collaboration.
- 14. Reminder and tracking functions.
- 15. Archiving functions.
- B. On completion of Project, provide one complete archive copy(ies) of Project Web site files to Owner and to Architect in a digital storage format acceptable to Architect.

1.8 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site unless otherwise indicated.
 - 1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
 - 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
 - 3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within three days of the meeting.
- B. Preconstruction Conference: Architect will schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 10 days after execution of the Agreement.
 - 1. Conduct the conference to review responsibilities and personnel assignments.
 - 2. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 - 3. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Tentative construction schedule.
 - b. Phasing.
 - c. Critical work sequencing and long-lead items.
 - d. Designation of key personnel and their duties.
 - e. Lines of communications.
 - f. Procedures for processing field decisions and Change Orders.
 - g. Procedures for RFIs.
 - h. Procedures for testing and inspecting.
 - i. Procedures for processing Applications for Payment.
 - j. Distribution of the Contract Documents.
 - k. Submittal procedures.
 - 1. Preparation of record documents.
 - m. Use of the premises and existing building.
 - n. Work restrictions.
 - o. Working hours.
 - p. Owner's occupancy requirements.
 - q. Responsibility for temporary facilities and controls.
 - r. Procedures for moisture and mold control.

- s. Procedures for disruptions and shutdowns.
- t. Parking availability.
- u. Equipment deliveries and priorities.
- v. First aid.
- w. Security.
- x. Progress cleaning.
- 4. Minutes: Architect/Engineer will record and distribute meeting minutes.
- C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction.
 - 1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect of scheduled meeting dates.
 - 2. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
 - 3. Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information.
 - 4. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- D. Project Closeout Conference: Schedule and conduct a project closeout conference, at a time convenient to Owner and Architect, but no later than 30 days prior to the scheduled date of Substantial Completion.
 - 1. Conduct the conference to review requirements and responsibilities related to Project closeout.
 - 2. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the meeting. Participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
 - 3. Agenda: Discuss items of significance that could affect or delay Project closeout, including the following:
 - a. Preparation of record documents.
 - b. Procedures required prior to inspection for Substantial Completion and for final inspection for acceptance.
 - c. Submittal of written warranties.
 - d. Requirements for preparing operations and maintenance data.
 - e. Requirements for delivery of material samples, attic stock, and spare parts.
 - f. Requirements for demonstration and training.
 - g. Preparation of Contractor's punch list.
 - h. Procedures for processing Applications for Payment at Substantial Completion and for final payment.
 - i. Submittal procedures.
 - j. Responsibility for removing temporary facilities and controls.
 - 4. Minutes: Entity conducting meeting will record and distribute meeting minutes.

- E. Progress Meetings: Conduct progress meetings at weekly intervals.
 - 1. Coordinate dates of meetings with preparation of payment requests.
 - 2. Attendees: In addition to representatives of Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
 - 3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - 1) Review updated construction schedule.
 - 2) Review schedule for next period.
 - b. Review submittal schedule.
 - c. Review proposal log.
 - d. Review contract modification log.
 - e. Review RFI log.
 - f. Review present and future needs of each entity present.
 - g. Identify a list of action items to be completed prior to the next progress meeting.
 - 1) Action items will remain on the log until items are concluded.
 - h. Review present and future needs of each entity present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Status of submittals.
 - 4) Deliveries.
 - 5) Off-site fabrication.
 - 6) Access.
 - 7) Site utilization.
 - 8) Temporary facilities and controls.
 - 9) Progress cleaning.
 - 10) Quality and work standards.
 - 11) Status of correction of deficient items.
 - 12) Field observations.
 - 13) Status of RFIs.
 - 14) Status of proposal requests.
 - 15) Pending changes.
 - 16) Status of Change Orders.
 - 17) Pending claims and disputes.
 - 18) Documentation of information for payment requests.

- 4. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.
 - a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
 - 1. Contractor's construction schedule.
 - 2. Construction schedule updating reports.
 - 3. Daily construction reports.
 - 4. Material location reports.
 - 5. Site condition reports.
 - 6. Special reports.
- B. Related Requirements:
 - 1. Section 013300 "Submittal Procedures" for submitting schedules and reports.
 - 2. Section 014000 "Quality Requirements" for submitting a schedule of tests and inspections.

1.3 DEFINITIONS

- A. Approval of Schedule: The purpose of the Architect's review and approval of the schedule is to review for compliance with the Contract Documents. The Architect's review process may result in rejection of the proposed schedule due to plan for performance that appears to the Architect to be unresponsive, incomplete and/or unreasonable. However, the Architect's approval of the submitted schedule in no way established an obligation on the Owner for Claims for Delay by the Contractor based on the Contractor early completion. Any Claims for Delay by the Contractor shall be based on the provision of this specification which only contemplates impact to the proposed contract completion date.
- B. Early Completion: Early completion of the project is permitted, however, neither the Contractor nor the Owner are bound to an early completion, even if projected by and approved in the final version of the Contractor CPM Schedule. The Contractor's completion date obligation and the Owner's Claims for Delay obligations under this agreement are associated with the proposed contract completion date as defined in Article 1.3.C, not an approved Contractor proposed early completion date. Notwithstanding the preceding, the Owner reserves the right to reject the proposed Contract Construction Schedule showing an early completion date if the schedule appear to Architect to be unreasonable or unrealistic.

- C. Contract Completion: The Contract Completion Date is the projected completion date based on the contract construction duration as specified in this section and as referenced to the Owner's published Notice to Proceed (NTP) date. The Contractor's completion date obligations and the Owner's Claims for Delay obligation are based on the Contract Completion Date.
- D. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
 - 1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
 - 2. Predecessor Activity: An activity that precedes another activity in the network.
 - 3. Successor Activity: An activity that follows another activity in the network.
- E. Cost Loading: The allocation of the schedule of values for the completion of an activity as scheduled. The sum of costs for all activities must equal the total Contract Sum unless otherwise approved by Architect.
- F. Event: The starting or ending point of an activity.
- G. Float: The measure of leeway in starting and completing an activity.
 - 1. Float time is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.
 - 2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
 - 3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.
- H. Delay Claims: A period of time for which the project has been extended or work has not been performed which are excusable in accordance with the Contraction Documents. A delay must be excusable in order to be the basis for an extension of time or additional compensations.
- I. Excusable Delay: An excusable delay shall be defined by the Contract Documents and typically involve matters beyond the Contractors control. Examples of excusable delay include design errors and omissions, owners initiated changes, weather impact, or acts of God.
- J. Non-Excusable Delay: A non-excusable delay is a delay for which the Contractor has assumed the risk in accordance with the Contract Documents. It is the responsibility of the Contractor to prevent acts, or negligence, by the Contractor which may be cause for delay.
- K. Concurrent Delay: A concurrent delay is a second independent delay occurring during the same time period as the delay for which recover is sought. A Contractor seeking increased compensation is ultimately responsible for the concurrent delay and may not be able to recover any compensation for the initial delay.
- 1.4 INFORMATIONAL SUBMITTALS
 - A. Format for Submittals: Submit required submittals in the following format:

- 1. PDF electronic file.
- B. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.
 - 1. Submit a working electronic copy of schedule, using software indicated, and labeled to comply with requirements for submittals. Include type of schedule (initial or updated) and date on label.
- C. Construction Schedule Updating Reports: Submit with Applications for Payment.
- D. Daily Construction Reports: Submit at daily intervals in accordance with Section 013100 Project Management and Coordination.
- E. Material Location Reports: Submit at monthly intervals.
- F. Site Condition Reports: Submit at time of discovery of differing conditions.
- G. Qualification Data: For scheduling consultant.
- H. As-Built Construction Schedule: At the conclusion of the Contract Work or within thirty (30) days of substantial completion issued by the Architect provide an "As-Built" schedule showing actual start and finish dates for all work activities and milestones. The As-Built" Construction Schedule shall become a condition of final payment if the Contractor has not submitted by final completion.

1.5 QUALITY ASSURANCE

- A. Prescheduling Conference: Conduct conference at Project site to comply with requirements in Section 013100 "Project Management and Coordination." Review methods and procedures related to the preliminary construction schedule and Contractor's construction schedule, including, but not limited to, the following:
 - 1. Review software limitations and content and format for reports.
 - 2. Verify availability of qualified personnel needed to develop and update schedule.
 - 3. Discuss constraints.
 - 4. Review submittal requirements and procedures.
 - 5. Review time required for review of submittals and resubmittals.
 - 6. Review requirements for tests and inspections by independent testing and inspecting agencies.
 - 7. Review time required for Project closeout and Owner startup procedures.
 - 8. Review and finalize list of construction activities to be included in schedule.
 - 9. Review procedures for updating schedule.

1.6 COORDINATION

A. Coordinate preparation and processing of schedules and reports with performance of construction activities.

- B. Coordinate Contractor's construction schedule with the schedule of values, list of subcontracts, submittal schedule, progress reports, payment requests, and other required schedules and reports.
 - 1. Secure time commitments for performing critical elements of the Work from entities involved.
 - 2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

PART 2 - PRODUCTS

- 2.1 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL
 - A. Time Frame: Extend schedule from date established for the Notice to Proceed to date of final completion.
 - 1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
 - B. Activities: Treat each story or separate area as a separate numbered activity for each main element of the Work. Comply with the following:
 - 1. Activity Duration: Define activities so no activity is longer than10 days, unless specifically allowed by Architect.
 - 2. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
 - 3. Submittal Review Time: Include review and resubmittal times indicated in Section 013300 "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's construction schedule with submittal schedule.
 - 4. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.
 - 5. Punch List and Final Completion: Include not more than 30 days for completion of punch list items and final completion.
 - C. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.
 - 1. Work Restrictions: Show the effect of the following items on the schedule:
 - a. Use of premises restrictions.
 - b. Provisions for future construction.
 - c. Seasonal variations.
 - d. Environmental control.
 - 2. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:

- a. Subcontract awards.
- b. Submittals.
- c. Purchases.
- d. Fabrication.
- e. Sample testing.
- f. Deliveries.
- g. Installation.
- h. Tests and inspections.
- 3. Construction Areas: Identify each major area of construction for each major portion of the Work. Indicate where each construction activity within a major area must be sequenced or integrated with other construction activities.
- D. Project Duration (Time for Completion): As agreed to by the Owner and Contractor, and as indicated on executed AIA Document A101 "Standard Form of Agreement Between Owner and Contractor".
- E. Liquidated Damages: If the Contractor fails to complete the Work within the Time for Completion or the Contract Completion Date the Contractor shall be liable to the Owner in the amounts set forth as liquidated damages for delay until the Work is substantially or finally completed. In addition to damages for delay the Contractor shall also be liable for any and all actual damages sustained by the Owner as a result of any other breach of Contract, including but not limited to, Defective Work or abandonment of the Contract.
- F. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:
 - 1. Unresolved issues.
 - 2. Unanswered RFIs.
 - 3. Rejected or unreturned submittals.
 - 4. Notations on returned submittals.
- G. Recovery Schedule: When periodic update indicates the Work is 10 or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule.
 - 1. Indicate changes to working hours, working days, crew sizes, and equipment required to achieve compliance, and date by which recovery will be accomplished.
- H. Computer Scheduling Software: Prepare schedules using current version of a program that has been developed specifically to manage construction schedules. Use Microsoft Project, Primavera, Meridian Prolog or other as approved by Architect and Owner.
- I. Delays and Requests for Extension of Time
 - 1. The determination for an extension of Time for Completion or Contract Completion Date will be made by the Owner Representative in accordance with the General Conditions of the Contract for Construction (AIA A201- 2017), and attached Supplemental Conditions.
 - 2. The delay in activities which, does not affect the Contract Completion Date will not provide a basis for an extension of time. If an analysis concludes that an activity was delay and such delay impacted the Contract Completion Date, this delay can provide a basis for an extension of time. In order to be eligible to receive contract time extension the following has to occur:

- a. An event occurred.
- b. The Contractor was not responsible for the event and that event was beyond the control of the Contractor; and was without fault or negligence of the Contractor, subcontractor, or supplier; and the event was unforeseeable.
- c. The event was the type for which an excuse is graded in accordance with the Contract Documents.
- d. Major activities indicated on the Project Construction Schedule were delayed which impacted the critical path or made such activities critical.
- e. The event in fact caused a delay in the Work.
- f. The requested additional time request is an appropriate and reasonable extension of Contract time.
- 3. If the Contractor is found eligible for an extension of the contract time, the Owner's Representative will recommend contract modification extending the time establishing the new Contract Completion Date. The extension of time will be made on a calendar day basis.
- 4. Weather Impacts
 - a. The Contract Time may be extended by Change Order for the number of days lost due to inclement weather occurring in excess of the "<u>Maximum Expected Days</u> <u>Lost</u>", as shown on the following table and if it has impacted the Critical Path Schedule. Actual weather experience will be recorded by the U. S. Department of Commerce, National Oceanic and Aeronautic Administration (USDCNOAA) at **Charleston, West Virginia**. Inclement weather exists when one or more of the following occurs: the precipitation other than snow and ice exceeds 0.25 inch within a calendar day, when snow or ice accumulation exceeds 0.75 inch within a calendar day, when maximum temperature for the calendar day is 20 degrees F or below, or when any combination of these occurs simultaneously.
 - b. The Contract Time shall not be extended unless actual inclement weather for a number of calendar days in excess of the "<u>Maximum Expected Days Lost</u>" for the Contract Time and that the completion of the Work was, in fact, delayed because of such excess inclement weather.
 - c. Note: Calendar Day in this situation is Monday Friday, Saturday, only if the contractor can provide evidence of a track record of having worked Saturdays; Sundays shall not be counted. If a day is lost due to weather, that does not allow the contractor to claim the following day as a lost day also, unless one of the above situations occurs that day as well.

Month	Precipitation .25" or More	Snow/Ice Pellets .75" or More	Max. at 20°F Or Below	MAXIMUM EXPECTED DAYS LOST
January	8	6	1	11
February	6	5	0	9
March	8	1	0	9
April	10	0	0	10
May	10	0	0	10
June	9	0	0	9
July	8	0	0	8
August	7	0	0	7
September	7	0	0	7
October	7	0	0	7
November	8	0	0	8
December	9	4	0	10
YEAR	97	16	1	105

d. All claims for extensions of time shall be made in writing to the Owner no more than seven (7) days after the beginning of the delay; otherwise, all such claims are waived by the Contractor. In the case of the continuous delay, only one (1) written claim is necessary. The Contractor shall provide an estimate of the probable effect of such delay on the progress and completion of the Work.

- 1) All weather impact time extensions shall be resolved monthly. If time extensions are not resolved by the 15th of following month the Contractor waives all rights to extension of contract time for the past month.
- e. The Contractor agrees that an extension of time will not be granted for causes that do not in fact prevent progress and completion of the Work.
- f. All weather related claims under this contract are <u>non-compensable</u>. On claims submitted, the Contractor shall be entitled to an extension of time to the contract completion date only.

J. FAILURE TO PROSECUTE WORK

1. In the event that the progress of the Work is delayed by any fault or neglect or act or failure to act on the part of the Contractor or any of its officers, agents, employees, subcontractors or suppliers then the Contractor shall in addition to all of the other obligations imposed by the Contract documents and requirements, and at its own cost and expense, work such overtime as may be necessary to make up for all lost time in the completion of the Work and of the project due to such delay. Should the Contractor's failure to make up for the time lost be the reason of such delay, the Owner shall have the right to cause other Contractors and subcontractors including the Owner personnel to work overtime and to take whatever action it deems necessary to avoid delay in the completion of the Work and of the project, and the cost and expense of such overtime and/or such other action shall be borne by the Contractor.

2. In the event that the Contractor should at any time refuse or neglect to supply a sufficiency of skilled workers or materials of the proper quality and quantity or fail in any respect to prosecute the Work with promptness and diligence, or cause by any act or omission the stoppage, impede, obstruct, hinder or delay of or interference with or damage to the work of the Owner or of any other Contractor or subcontractors on the project or fail in the performance of any of the terms and provisions of the Contract Agreement or of the Contract Documents then in any such event the Owner shall have the right, in addition to any other rights and remedies provided by the Contract Agreement, after three (3) days written notice to the Contractor mailed or delivered to the last known address to perform and furnish through itself or through others any such labor or materials for the work and to deduct the cost thereof from any monies due or to become due to the Contractor under this agreement. This provision is not intended to supersede or replace any of the Owner's rights and remedies afforded to them under the Contract Agreement or law.

2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE (GANTT CHART)

- A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal, Gantt-chart-type, Contractor's construction schedule within 15 days of date established for the Notice to Proceed. Base schedule on the startup construction schedule and additional information received since the start of Project.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.
 - 1. For construction activities that require three months or longer to complete, indicate an estimated completion percentage in 10 percent increments within time bar.

2.3 REPORTS

- A. Daily Construction Reports: Prepare and submit to the Architect within 48 hours of the day being recorded, a daily construction report recording the following information concerning events at Project site: Coordinate with Section 013100 "Project Management and Coordination"
 - 1. List of subcontractors at Project site.
 - 2. Approximate count of personnel at Project site.
 - 3. Equipment at Project site.
 - 4. Material deliveries.
 - 5. High and low temperatures and general weather conditions, including presence of rain or snow.
 - 6. Accidents.
 - 7. Meetings and significant decisions.
 - 8. Unusual events (see special reports).
 - 9. Stoppages, delays, shortages, and losses.
 - 10. Emergency procedures.
 - 11. Orders and requests of authorities having jurisdiction.
 - 12. Change Orders received and implemented.
 - 13. Construction Change Directives received and implemented.
 - 14. Services connected and disconnected.

- 15. Partial completions and occupancies.
- 16. Substantial Completions authorized.
- B. Material Location Reports: At monthly intervals, prepare and submit a comprehensive list of materials delivered to and stored at Project site. List shall be cumulative, showing materials previously reported plus items recently delivered. Include with list a statement of progress on and delivery dates for materials or items of equipment fabricated or stored away from Project site. Indicate the following categories for stored materials:
 - 1. Material stored prior to previous report and remaining in storage.
 - 2. Material stored prior to previous report and since removed from storage and installed.
 - 3. Material stored following previous report and remaining in storage.
- C. Site Condition Reports: Immediately on discovery of a difference between site conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

2.4 SPECIAL REPORTS

- A. General: Submit special reports directly to Owner within 2 days of an occurrence. Distribute copies of report to parties affected by the occurrence.
- B. Reporting Unusual Events: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.

PART 3 - EXECUTION

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Contractor's Construction Schedule Updating: At monthly intervals update the schedule to reflect actual construction progress and activities. Issue schedule updates with each month's pencil copy pay application. No pencil copy pay application will be reviewed if the monthly updated schedule is not attached thereto.
 - 1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
 - 2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
 - 3. As the Work progresses, indicate final completion percentage for each activity.
- B. Distribution: Distribute copies of approved schedule to Architect, Construction Manager, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.

- 1. Post copies in Project meeting rooms and temporary field offices.
- 2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION

SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for submittals required for performance of the Work, including the following:
 - 1. Contractor's construction schedule.
 - 2. Submittal schedule.
 - 3. Log of all Proposal Requests and responses.
 - 4. Log of all Contract Modifications each indicating description, amount, execution date, and schedule implications.
 - 5. Log of all Requests for Information (RFI's) with a description of each RFI, including the date on which it was submitted, and the date on which it was returned.
 - 6. Daily construction reports.
 - 7. Shop Drawings.
 - 8. Product Data.
 - 9. Samples.
 - 10. Quality assurance submittals.
- B. Related Requirements:
 - 1. Section 012900 "Payment Procedures" for submitting Applications for Payment and the schedule of values.
 - 2. Section 013200 "Construction Progress Documentation" for submitting schedules and reports, including Contractor's construction schedule.
 - 3. Section 017839 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.

1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."
- B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."

- C. Architect's Project Website: Project Website will be Architect's web-based ShareFile site.
- D. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.

1.4 ACTION SUBMITTALS

- A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Architect and additional time for handling and reviewing submittals required by those corrections.
 - 1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
 - 2. Initial Submittal: Submit concurrently with startup construction schedule. Include submittals required during the first 60 days of construction. List those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
 - 3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's construction schedule.
 - a. Submit revised submittal schedule to reflect changes in current status and timing for submittals.
 - 4. Format: Arrange the following information in a tabular format:
 - a. Scheduled date for first submittal.
 - b. Specification Section number and title.
 - c. Submittal category: Action; informational.
 - d. Name of subcontractor.
 - e. Description of the Work covered.
 - f. Scheduled date for Architect's final release or approval.
 - g. Scheduled date of fabrication.
 - h. Scheduled dates for purchasing.
 - i. Scheduled dates for installation.
 - j. Activity or event number.

1.5 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. All submittals, except for material and color samples, are to be submitted to Architect's webbased ShareFile folder.
- B. Contractor will be given access to project online ShareFile construction administration folder upon contract award.

- C. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 - 2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
 - 3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
 - 4. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- D. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
 - 1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
 - 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 - a. Allow 2 weeks for reprocessing each submittal.
 - b. No extension of Contract Time will be authorized because of failure to transmit submittals to the Architect sufficiently in advance of the Work to permit processing.
 - 3. Concurrent Consultant Review: Where the Contract Documents indicate that submittals may be transmitted simultaneously to Architect and to Architect's consultants, allow 15 days for review of each submittal. Submittal will be returned to Architect before being returned to Contractor.
- E. Submittal Preparation: Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block. Complete and scan 'Submittal Cover Sheet' included at the end of this Section.
- F. Submittal Transmittal: Package each submittal appropriately for transmittal and handling. Transmit each submittal from the Contractor to the Architect using a transmittal form. The Architect will not accept submittals received from sources other than the Contractor.
 - 1. On the transmittal, record relevant information and requests for data. On the form, or separate sheet, record deviations from Contract Document requirements, including variations and limitations. Include Contractor's certification that information complies with Contract Document requirements.

- 2. Include the following information for processing and recording action taken:
 - a. Project name.
 - b. Date.
 - c. Name of Architect.
 - d. Name of Contractor.
 - e. Name of subcontractor.
 - f. Name of supplier.
 - g. Name of manufacturer.
 - h. Submittal number or other unique identifier, including revision identifier.
 - i. Number and title of appropriate Specification Section.
 - j. Drawing number and detail references, as appropriate.
 - k. Location(s) where product is to be installed, as appropriate.
 - 1. Other necessary identification.
- G. Submittals Utilizing Web-Based Project Software: Prepare submittals as PDF files. Upload to web-based Project software ShareFile website. Enter required data in web-based software site to fully identify submittal.
- H. Identify and incorporate information in each electronic submittal file as follows:
 - 1. Submittal must include cover sheet in PDF form (indicating the Contractor's review and approval). Do not submit cover sheet as separate PDF file.
 - 2. The submittal shall be sent as one indexed (bookmarked) PDF file. Submittals that arrive with multiple files will be rejected.
 - 3. Submitted PDF files are to have a print layout of 8 ¹/₂" x 11", 11" x 17", or size of drawing print layout. PDF files with print layouts of other dimensions will be rejected.
 - 4. Items that are submitted electronically will be returned to the Contractor electronically.
 - 5. 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.
 - 6. Name file with submittal number or other unique identifier, including revision identifier.
 - 7. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Architect.
- I. Options: Identify options requiring selection by Architect.
- J. Deviations and Additional Information: On a separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.
- K. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
 - 1. Note date and content of previous submittal.
 - 2. Note date and content of revision in label or title block and clearly indicate extent of revision.

- 3. Resubmit submittals until they are marked with approval notation from Architect's action stamp.
- L. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- M. Use for Construction: Retain complete copies of submittals on Project site. Make submittals available to Architect at all times. Use only final action submittals that are marked with approval notation from Architect's action stamp.

PART 2 - PRODUCTS

2.1 SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
 - 1. Submit electronic submittals to Architect's web-based ShareFile folder as PDF electronic files. Architect will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.
 - 2. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
 - a. Provide a digital signature with digital certificate on electronically submitted certificates and certifications where indicated.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
 - 1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
 - 2. Mark each copy of each submittal to show which products and options are applicable.
 - 3. Include the following information, as applicable:
 - a. Manufacturer's catalog cuts.
 - b. Manufacturer's product specifications.
 - c. Standard color charts.
 - d. Statement of compliance with specified referenced standards.
 - e. Testing by recognized testing agency.
 - f. Application of testing agency labels and seals.
 - g. Notation of coordination requirements.
 - h. Availability and delivery time information.
 - 4. Submit Product Data before or concurrent with Samples.
 - 5. Submit Product Data as PDF electronic file.

- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
 - 1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Identification of products.
 - b. Schedules.
 - c. Compliance with specified standards.
 - d. Notation of coordination requirements.
 - e. Notation of dimensions established by field measurement.
 - f. Relationship and attachment to adjoining construction clearly indicated.
 - g. Seal and signature of professional engineer if specified.
 - 2. Submit Shop Drawings as PDF electronic file.
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
 - 1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
 - 2. Identification: Attach label on unexposed side of Samples that includes the following:
 - a. Generic description of Sample.
 - b. Product name and name of manufacturer.
 - c. Sample source.
 - d. Number and title of applicable Specification Section.
 - e. Specification paragraph number and generic name of each item.
 - 3. Provide electronic submittal of Sample transmittal, digital image file illustrating Sample characteristics, and identification information for record.
 - 4. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
 - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be undamaged at time of use.
 - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
 - 5. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
 - a. Number of Samples: Submit one full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.

- 6. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
 - a. Number of Samples: Submit three sets of Samples. Architect will retain two Sample sets; remainder will be returned. Mark up and retain one returned Sample set as a project record sample.
 - 1) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.
- E. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
 - 1. Type of product. Include unique identifier for each product indicated in the Contract Documents or assigned by Contractor if none is indicated.
 - 2. Manufacturer and product name, and model number if applicable.
 - 3. Number and name of room or space.
 - 4. Location within room or space.
 - 5. Submit product schedule as PDF electronic file.
- F. Contractor's Construction Schedule: Comply with requirements specified in Section 013200 "Construction Progress Documentation."
- G. Application for Payment and Schedule of Values: Comply with requirements specified in Section 012900 "Payment Procedures."
- H. Closeout Submittals: Comply with requirements specified in Section 017700 "Closeout Procedures."
- I. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.
- J. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.

- K. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- L. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- M. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- N. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- O. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- P. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- Q. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
 - 1. Name of evaluation organization.
 - 2. Date of evaluation.
 - 3. Time period when report is in effect.
 - 4. Product and manufacturers' names.
 - 5. Test procedures and results.
 - 6. Limitations of use.
- R. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- S. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- T. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.

U. Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

- A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents.
- B. Note corrections and field dimensions. Mark with approval stamp identifying Contractor before submitting to Architect.
- C. Project Closeout and Maintenance Material Submittals: See requirements in Section 017700 "Closeout Procedures."
- D. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ARCHITECT'S ACTION

- A. Except for submittals for the record or information, where action and return is required, the Architect will review each submittal, mark to indicate action taken, and return promptly.
 - 1. Compliance with specified characteristics is the Contractor's responsibility.
- B. Action Submittals: Architect will review each submittal, indicate corrections or revisions required, and return.
 - 1. PDF Submittals: Architect will indicate, via markup on each submittal, the appropriate action.
- C. Action Stamp: The Architect will use the review stamp section of 'Submittal Cover Sheet' to indicate the action taken, as follows:
 - 1. 'No Exception Taken': The Work covered by the submittal may proceed provided it complies with requirements of the Contract Documents. Final payment depends on that compliance.
 - 2. 'Exception Noted': The Work covered by the submittal may proceed provided it complies with notations or corrections on the submittal and requirements of the Contract Documents. Final payment depends on that compliance.

- 3. 'Submit Specified': Do not proceed with Work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Prepare a new submittal indicating specified material; resubmit without delay.
- 4. 'Revise and Resubmit': Do not proceed with Work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal according to the notations; resubmit without delay. Repeat if necessary to obtain different action mark.
- 5. 'See Cover Letter': Architect's review of submittal has resulted in action requiring extensive conclusion, as outlined in cover letter. Review cover letter carefully and revise or resubmit as necessary.
- 6. 'Rejected': Do not proceed with Work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Do not resubmit a revised copy; prepare a new submittal according to the notations; resubmit without delay. Repeat if necessary to obtain different action mark.
- D. Unsolicited Submittals: The Architect will return unsolicited submittals to the sender without action.
- E. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- F. No work requiring submittals may proceed without Architect's review as specified above.

END OF SECTION

Attachments: Submittal Cover Sheet Submittal Deviation Sheet

SUBMITTAL COVER SHEET

(Attach to each copy of each submittal.)

PROJECT:		
ARCHITECT/ENGINEER:	ZMM, Inc. 222 Lee Street West Charleston, WV 25302	A/E COMMISSION #: (found on cover of Project Manual)
PRIME CONTRACTOR: _		
SUBCON./SUPPLIER:		
MANUFACTURER:		
ITEM SUBMITTED:		SUBMITTAL #:
SPEC. SECTION #:		PARAGRAPH #:
DRAWING REFERENCE:		_ DETAIL #:
CERTIFICATION: (Circle o	ne.)	

A. Certified to comply with Drawings and Specifications.

B. Certified to comply with Drawings and Specifications except as noted on attached Submittal Deviation Sheet.

Signature: Subcontractor/Supplier	Date	Signature: Prime Contractor	Date
		NO EXCEPTION TAKEN	EXCEPTION NOTED
		□ SUBMIT SPECIFIED	REVISE AND RESUBMIT
		SEE COVER LETTER	□ REJECTED
		REVIEW DO NOT RELIEVE COMPLIANCE WITH REQUIRE AND SPECIFICATIONS. THIS (OF GENERAL CONFORMANCE OF THE PROJECT AND GENE INFORMATION GIVEN IN THE (CONTRACTOR IS RESPONSI CORRELATING QUANTITIES A FABRICATION PROCESSES CONSTRUCTION, COORDINAT OF ALL OTHER TRADES, AN SAFE AND SATISFACTOR DEVIATIONS IN ATTACHED SU DATE: BY:	BMITTAL DEVIATION SHEET.
(PRIME CONTRACTOR AF	PROVAL STAMP)		EER REVIEW STAMP)

SUBMITTAL DEVIATION SHEET

(Attach this sheet behind Submittal Cover Sheet.)

PROJECT:			
ARCHITECT/ENGINEER:	ZMM, Inc. 222 Lee Street West Charleston, WV 25302	A/E COMMISSION #: (found on cover of Project Manual)	
PRIME CONTRACTOR: _			
SUBCON./SUPPLIER:			
PRODUCT SPECIFIED: _			
SPEC. SECTION #:		PARAGRAPH #:	
DRAWING REFERENCE:		DETAIL #:	
DESCRIPTION OF DEVIA	TION:		
		_	
Signature: Subcontractor/Sup	oplier Date	Signature: Prime Contractor Date	
A/E REMARKS:			

SECTION 014000 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspection services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Specific quality-assurance and quality-control requirements for individual work results are specified in their respective Specification Sections. Requirements in individual Sections may also cover production of standard products.
 - 2. Specified tests, inspections, and related actions do not limit Contractor's other qualityassurance and quality-control procedures that facilitate compliance with the Contract Document requirements.
 - 3. Requirements for Contractor to provide quality-assurance and quality-control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.

1.3 DEFINITIONS

- A. Experienced: When used with an entity or individual, "experienced," unless otherwise further described, means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.
- B. Field Quality-Control Tests and Inspections: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- C. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, subcontractor, or sub-subcontractor, to perform a particular construction operation, including installation, erection, application, assembly, and similar operations.
 - 1. Use of trade-specific terminology in referring to a Work result does not require that certain construction activities specified apply exclusively to specific trade(s).
- D. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria. Unless otherwise indicated, copies of reports of tests or inspections performed for other than the Project do not meet this definition.

- E. Product Tests: Tests and inspections that are performed by a nationally recognized testing laboratory (NRTL) according to 29 CFR 1910.7, by a testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program (NVLAP), or by a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.
- F. Source Quality-Control Tests and Inspections: Tests and inspections that are performed at the source (e.g., plant, mill, factory, or shop).
- G. Testing Agency: An entity engaged to perform specific tests, inspections, or both. The term "testing laboratory" shall have the same meaning as the term "testing agency."
- H. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work, to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- I. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work, to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Contractor's quality-control services do not include contract administration activities performed by Architect.

1.4 CONFLICTING REQUIREMENTS

- A. Conflicting Standards and Other Requirements: If compliance with two or more standards or requirements is specified and the standards or requirements establish different or conflicting requirements for minimum quantities or quality levels, inform the Architect regarding the conflict and obtain clarification prior to proceeding with the Work. Refer conflicting requirements that are different, but apparently equal, to Architect for clarification before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

1.5 INFORMATIONAL SUBMITTALS

- A. Contractor's Quality-Control Plan: For quality-assurance and quality-control activities and responsibilities.
- B. Qualification Data: For Contractor's quality-control personnel.
- C. Contractor's Statement of Responsibility: When required by authorities having jurisdiction, submit copy of written statement of responsibility submitted to authorities having jurisdiction before starting work on the following systems:

- 1. Seismic-force-resisting system, designated seismic system, or component listed in the Statement of Special Inspections.
- 2. Primary wind-force-resisting system or a wind-resisting component listed in the Statement of Special Inspections.
- D. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- E. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
 - 1. Specification Section number and title.
 - 2. Entity responsible for performing tests and inspections.
 - 3. Description of test and inspection.
 - 4. Identification of applicable standards.
 - 5. Identification of test and inspection methods.
 - 6. Number of tests and inspections required.
 - 7. Time schedule or time span for tests and inspections.
 - 8. Requirements for obtaining samples.
 - 9. Unique characteristics of each quality-control service.
- F. Reports: Prepare and submit certified written reports and documents as specified.
- G. Permits, Licenses, and Certificates: For Owner's record, 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 CONTRACTOR'S QUALITY-CONTROL PLAN

- A. Quality-Control Plan, General: Submit quality-control plan within 10 days of Notice to Proceed, and not less than five days prior to preconstruction conference. Submit in format acceptable to Architect. Identify personnel, procedures, controls, instructions, tests, records, and forms to be used to carry out Contractor's quality-assurance and quality-control responsibilities and to coordinate Owner's quality-assurance and quality-control activities. Coordinate with Contractor's Construction Schedule.
- B. Quality-Control Personnel Qualifications: Engage qualified personnel trained and experienced in managing and executing quality-assurance and quality-control procedures similar in nature and extent to those required for Project.
- C. Submittal Procedure: Describe procedures for ensuring compliance with requirements through review and management of submittal process. Indicate qualifications of personnel responsible for submittal review.
- D. Testing and Inspection: In quality-control plan, include a comprehensive schedule of Work requiring testing or inspection, including the following:
 - 1. Contractor-performed tests and inspections, including subcontractor-performed tests and inspections. Include required tests and inspections and Contractor-elected tests and inspections.

- 2. Distinguish source quality-control tests and inspections from field quality-control tests and inspections.
- 3. Owner-performed tests and inspections indicated in the Contract Documents.
- E. Continuous Inspection of Workmanship: Describe process for continuous inspection during construction to identify and correct deficiencies in workmanship in addition to testing and inspection specified. Indicate types of corrective actions to be required to bring the Work into compliance with standards of workmanship established by Contract requirements and approved mockups.
- F. Monitoring and Documentation: Maintain testing and inspection reports, including log of approved and rejected results. Include Work Architect has indicated as nonconforming or defective. Indicate corrective actions taken to bring nonconforming Work into compliance with requirements. Comply with requirements of authorities having jurisdiction.

1.7 REPORTS AND DOCUMENTS

- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:
 - 1. Date of issue.
 - 2. Project title and number.
 - 3. Name, address, telephone number, and email address of testing agency.
 - 4. Dates and locations of samples and tests or inspections.
 - 5. Names of individuals making tests and inspections.
 - 6. Description of the Work and test and inspection method.
 - 7. Identification of product and Specification Section.
 - 8. Complete test or inspection data.
 - 9. Test and inspection results and an interpretation of test results.
 - 10. Record of temperature and weather conditions at time of sample-taking and testing and inspection.
 - 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.
- B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:
 - 1. Name, address, telephone number, and email address of technical representative making report.
 - 2. Statement on condition of substrates and their acceptability for installation of product.
 - 3. Statement that products at Project site comply with requirements.
 - 4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
 - 5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 - 6. Statement of whether conditions, products, and installation will affect warranty.
 - 7. Other required items indicated in individual Specification Sections.

- C. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:
 - 1. Name, address, telephone number, and email address of factory-authorized service representative making report.
 - 2. Statement that equipment complies with requirements.
 - 3. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 - 4. Statement of whether conditions, products, and installation will affect warranty.
 - 5. Other required items indicated in individual Specification Sections.

1.8 QUALITY ASSURANCE

- A. Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units. As applicable, procure products from manufacturers able to meet qualification requirements, warranty requirements, and technical or factory-authorized service representative requirements.
- C. 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.
- D. Installer Qualifications: A firm or individual experienced in installing, erecting, applying, 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.
- 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 is similar in material, design, and extent to those indicated for this Project.
- F. Testing and Inspecting Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspection indicated, as documented in accordance with ASTM E329, and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.
- G. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- H. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following Contractor's responsibilities, including the following:

- 1. Provide test specimens representative of proposed products and construction.
- 2. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
- 3. Provide sizes and configurations of test assemblies, mockups, and laboratory mockups to adequately demonstrate capability of products to comply with performance requirements.
- 4. Build site-assembled test assemblies and mockups, using installers who will perform same tasks for Project.
- 5. Build laboratory mockups at testing facility, using personnel, products, and methods of construction indicated for the completed Work.
- 6. When testing is complete, remove test specimens and test assemblies, do not reuse products on Project.
- 7. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect, with copy to Contractor. Interpret tests and inspections, and state in each report whether tested and inspected Work complies with or deviates from the Contract Documents.
- 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 of size indicated.
 - 2. Build mockups in location indicated or, if not indicated, as directed by Architect.
 - 3. Notify Architect seven days in advance of dates and times when mockups will be constructed.
 - 4. Employ supervisory personnel who will oversee mockup construction. Employ workers who will be employed to perform same tasks during the construction at Project.
 - 5. Demonstrate the proposed range of aesthetic effects and workmanship.
 - 6. Obtain Architect's approval of mockups before starting corresponding Work, fabrication, or construction.
 - a. Allow seven days for initial review and each re-review of each mockup.
 - 7. Promptly correct unsatisfactory conditions noted by Architect's preliminary review, to the satisfaction of the Architect, before completion of final mockup.
 - 8. Approval of mockups by the Architect does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
 - 9. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
- J. On-Site Mock-ups and sample panels are to be left in place for the duration of the construction period including the period between Substantial Completion and Final Completion unless otherwise directed by Architect. Demolish and completely remove from site thereafter.

1.9 QUALITY CONTROL

A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.

- 1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspection 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: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities, whether specified or not, to verify and document that the Work complies with requirements.
 - 1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
 - 2. Engage a qualified testing agency to perform quality-control services.
 - a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
 - 3. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspection will be performed.
 - 4. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
 - 5. Testing and inspection requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
 - 6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- D. Testing Agency Responsibilities: Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
 - 1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 - 2. Determine the locations from which test samples will be taken and in which in-situ tests are conducted.
 - 3. Conduct and interpret tests and inspections, and state in each report whether tested and inspected Work complies with or deviates from requirements.
 - 4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
 - 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
 - 6. Do not perform duties of Contractor.
- E. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Section 013300 "Submittal Procedures."

- F. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.
- G. Contractor's Associated Requirements and Services: Cooperate with agencies and representatives 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 inspection. 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 inspection 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 inspection.
 - 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 qualitycontrol services required by the Contract Documents as a component of Contractor's qualitycontrol plan. Coordinate and submit concurrently with Contractor's Construction Schedule. Update and submit with each Application for Payment.
 - 1. Schedule Contents: Include tests, inspections, and quality-control services, including Contractor- and Owner-retained services, commissioning activities, and other Project-required services paid for by other entities.
 - 2. Distribution: Distribute schedule to Owner, Architect, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

- A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:
 - 1. Date test or inspection was conducted.

- 2. Description of the Work tested or inspected.
- 3. Date test or inspection results were transmitted to Architect.
- 4. Identification of testing agency or special inspector conducting test or inspection.
- B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Architect's and authorities' having jurisdiction reference during normal working hours.
 - 1. Submit log at Project closeout as part of Project Record Documents.

3.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspection, sample-taking, and similar services, repair damaged construction and restore substrates and finishes.
 - 1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Section 017300 "Execution."
- 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

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SECTION 014200 - REFERENCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
- C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."
- D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
- E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install": Unload, temporarily store, unpack, assemble, erect, place, anchor, apply, work to dimension, finish, cure, protect, clean, and similar operations at Project site.
- H. "Provide": Furnish and install, complete and ready for the intended use.
- I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

1.3 INDUSTRY STANDARDS

A. Applicability of Standards: Unless 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 to the extent referenced. Such standards are made a part of the Contract Documents by reference.

- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.
- C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
 - 1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

1.4 ABBREVIATIONS AND ACRONYMS

- A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Gale's "Encyclopedia of Associations: National Organizations of the U.S." or in Columbia Books' "National Trade & Professional Associations of the United States."
- B. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is believed to be accurate as of the date of the Contract Documents.
 - 1. IAPMO International Association of Plumbing and Mechanical Officials; www.iapmo.org.
 - 2. ICC International Code Council; www.iccsafe.org.
 - 3. ICC-ES ICC Evaluation Service, LLC; www.icc-es.org.
- C. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Information is subject to change and is up-to-date as of the date of the Contract Documents.
 - 1. COE Army Corps of Engineers; www.usace.army.mil.
 - 2. CPSC Consumer Product Safety Commission; www.cpsc.gov.
 - 3. DOC Department of Commerce; National Institute of Standards and Technology; www.nist.gov.
 - 4. DOD Department of Defense; http://dodssp.daps.dla.mil.
 - 5. DOE Department of Energy; www.energy.gov.
 - 6. EPA Environmental Protection Agency; www.epa.gov.
 - 7. FAA Federal Aviation Administration; www.faa.gov.
 - 8. FG Federal Government Publications; www.gpo.gov.
 - 9. GSA General Services Administration; www.gsa.gov.
 - 10. HUD Department of Housing and Urban Development; www.hud.gov.
 - 11. LBL Lawrence Berkeley National Laboratory; Environmental Energy Technologies Division; http://eetd.lbl.gov.
 - 12. OSHA Occupational Safety & Health Administration; www.osha.gov.
 - 13. SD Department of State; www.state.gov.
 - 14. TRB Transportation Research Board; National Cooperative Highway Research Program; www.trb.org.
 - 15. USDA Department of Agriculture; Agriculture Research Service; U.S. Salinity Laboratory; www.ars.usda.gov.
 - 16. USDA Department of Agriculture; Rural Utilities Service; www.usda.gov.

- 17. USDJ Department of Justice; Office of Justice Programs; National Institute of Justice; www.ojp.usdoj.gov.
- 18. USP U.S. Pharmacopeia; www.usp.org.
- 19. USPS United States Postal Service; www.usps.com.
- D. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.
 - 1. CFR Code of Federal Regulations; Available from Government Printing Office; www.gpo.gov/fdsys.
 - 2. DOD Department of Defense; Military Specifications and Standards; Available from Department of Defense Single Stock Point; http://dodssp.daps.dla.mil.
 - 3. DSCC Defense Supply Center Columbus; (See FS).
 - 4. FED-STD Federal Standard; (See FS).
 - 5. FS Federal Specification; Available from Department of Defense Single Stock Point; http://dodssp.daps.dla.mil.
 - a. Available from Defense Standardization Program; www.dsp.dla.mil.
 - b. Available from General Services Administration; www.gsa.gov.
 - c. Available from National Institute of Building Sciences/Whole Building Design Guide; www.wbdg.org/ccb.
 - 6. MILSPEC Military Specification and Standards; (See DOD).
 - 7. USAB United States Access Board; www.access-board.gov.
 - 8. USATBCB U.S. Architectural & Transportation Barriers Compliance Board; (See USAB).
- E. State Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.
 - 1. CBHF; State of California; Department of Consumer Affairs; Bureau of Electronic Appliance and Repair, Home Furnishings and Thermal Insulation; www.bearhfti.ca.gov.
 - 2. CCR; California Code of Regulations; Office of Administrative Law; California Title 24 Energy Code; www.calregs.com.
 - 3. CDHS; California Department of Health Services; (See CDPH).
 - 4. CDPH; California Department of Public Health; Indoor Air Quality Program; www.caliaq.org.
 - 5. CPUC; California Public Utilities Commission; www.cpuc.ca.gov.
 - 6. SCAQMD; South Coast Air Quality Management District; www.aqmd.gov.
 - 7. TFS; Texas Forest Service; Forest Resource Development and Sustainable Forestry; http://txforestservice.tamu.edu.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Requirements:
 - 1. Section 011000 "Summary" for work restrictions and limitations on utility interruptions.

1.3 USE CHARGES

- A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Owner's construction forces, Architect, occupants of Project, testing agencies, and authorities having jurisdiction.
- B. Water and Sewer Service from Existing System: Water from Owner's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.
- C. Electric Power Service from Existing System: Electric power from Owner's existing system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

1.4 INFORMATIONAL SUBMITTALS

- A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.
- B. Erosion- and Sedimentation-Control Plan: Show compliance with requirements of EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent.
- C. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire-prevention program.

- D. Moisture-Protection Plan: Describe procedures and controls for protecting materials and construction from water absorption and damage.
 - 1. Describe delivery, handling, and storage provisions for materials subject to water absorption or water damage.
 - 2. Indicate procedures for discarding water-damaged materials, protocols for mitigating water intrusion into completed Work, and replacing water-damaged Work.

1.5 QUALITY ASSURANCE

- A. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.
- B. Accessible Temporary Egress: Comply with applicable provisions in the U.S. Architectural & Transportation Barriers Compliance Board's ADA-ABA Accessibility Guidelines.

1.6 **PROJECT CONDITIONS**

A. Temporary Use of Permanent Facilities: Engage Installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

PART 2 - PRODUCTS

2.1 TEMPORARY FACILITIES

- A. Field Offices, General: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.
- B. Common-Use Field Office: Of sufficient size to accommodate needs of Owner, Architect, and construction personnel office activities and to accommodate Project meetings specified in other Division 01 Sections. Keep office clean and orderly. Furnish and equip offices as follows:
 - 1. Furniture required for Project-site documents including file cabinets, plan tables, plan racks, and bookcases.
 - 2. Conference room of sufficient size to accommodate meetings of 8 individuals. Provide electrical power service and 120-V ac duplex receptacles, with no fewer than one receptacle on each wall. Furnish room with conference table, chairs, and 4-foot- (1.2-m-) square tack and marker boards.
 - 3. Drinking water and private toilet.
 - 4. Coffee machine and supplies.
 - 5. Heating and cooling equipment necessary to maintain a uniform indoor temperature of 68 to 72 deg F (20 to 22 deg C).
 - 6. Lighting fixtures capable of maintaining average illumination of 20 fc (215 lx) at desk height.

- C. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.
 - 1. Store combustible materials apart from building.

2.2 EQUIPMENT

A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
 - 1. Locate facilities to limit site disturbance as specified in Section 011000 "Summary."
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
 - 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Water Service: Connect to Owner's existing water service facilities. Clean and maintain water service facilities in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.
 - 1. Protect building's existing water system during construction and repair or replace system components to Owner's satisfaction if damaged by construction operations.
 - 2. Clean and maintain water service facilities in a condition acceptable to Owner.
- C. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
- D. Electric Power Service: Connect to Owner's existing electric power service. Maintain equipment in a condition acceptable to Owner. Extend required conductors from Owner's electric service to locations as required including temporary breaker panelboards, junction boxes, overcurrent protection, and GFCI convenience outlets all in compliance with the current edition of the National Electrical Code.

- 1. Provide weatherproof components where required.
- E. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
 - 1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.
 - 2. Install lighting for Project identification sign.
- F. Telephone Service: Cell phones will qualify as field office telephones.
- G. Provide a dedicated telephone line for each facsimile machine in each field office.
 - 1. At a location conspicuous to essential personnel, post a list of important telephone numbers including the following:
 - a. Police and fire departments.
 - b. Ambulance service.
 - c. Contractor's home office.
 - d. Contractor's emergency after-hours telephone number.
 - e. Architect's office.
 - f. Owner's office.
 - 2. Provide superintendent with cellular telephone or portable two-way radio for use when away from field office.
- H. Electronic Communication Service: Provide secure WiFi wireless connection to internet with provisions for access by Architect and Owner.

3.3 SUPPORT FACILITIES INSTALLATION

- A. General: Comply with the following:
 - 1. Provide construction for temporary offices, shops, and sheds located within construction area or within 30 feet (9 m) of building lines that is noncombustible according to ASTM E 136. Comply with NFPA 241.
 - 2. Maintain support facilities until Architect schedules Substantial Completion inspection. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.
- B. Protect all existing property, construction, and paving areas not scheduled for demolition including driveways, parking areas, and walks. Repair or replace same to Owner's satisfaction if damaged by construction operations. Coordinate delivery routes, receiving areas, and storage areas with Owner.
- C. Traffic Controls: Comply with requirements of authorities having jurisdiction.
 - 1. Protect existing site improvements to remain including curbs, pavement, and utilities.
 - 2. Maintain access for fire-fighting equipment and access to fire hydrants.

- D. Parking: Use designated areas of Owner's existing parking areas for construction personnel.
 - 1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties or endanger permanent Work or temporary facilities.
 - 2. Remove snow and ice as required to minimize accumulations.
- E. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with progress cleaning requirements in Section 017300 "Execution."
- F. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.
 - 1. Truck cranes and similar devices used for hoisting materials and personnel are considered "tools and equipment" and not temporary facilities.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.
- B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
 - 1. Comply with work restrictions specified in Section 011000 "Summary."
- C. Site Enclosure Fence: Before construction operations begin, furnish and install site enclosure fence in a manner that will prevent people and animals from easily entering site except by entrance gates.
 - 1. Extent of Fence: As required to enclose entire Project site or portion determined sufficient to accommodate construction operations.
 - 2. Maintain security by limiting number of keys and restricting distribution to authorized personnel.
- D. Security Enclosure and Lockup: Install temporary enclosure around partially completed areas of construction. Provide site enclosure fence and lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security. Lock entrances at end of each work day.
- E. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- F. Temporary Egress: Maintain temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction.
- G. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.

- 1. Where heating or cooling is needed and permanent enclosure is incomplete, insulate temporary enclosures.
- H. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241; manage fire-prevention program.
 - 1. Prohibit smoking in construction areas.
 - 2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
 - 3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.
 - 4. Provide temporary standpipes and hoses for fire protection. Hang hoses with a warning sign stating that hoses are for fire-protection purposes only and are not to be removed. Match hose size with outlet size and equip with suitable nozzles.

3.5 MOISTURE AND MOLD CONTROL

- A. Contractor's Moisture-Protection Plan: Avoid trapping water in finished work. Document visible signs of mold that may appear during construction.
- B. Perform all necessary remedial work to replace or repair new and existing construction affected by moisture exposure, moisture accumulation, or mold growth.

3.6 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.
 - 1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
- C. Operate Project-identification-sign lighting daily from dusk until 12:00 midnight.
- D. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.
- E. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
 - 1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.

- 2. Remove temporary roads and paved areas not intended for or acceptable for integration into permanent construction. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.
- 3. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 017700 "Closeout Procedures."

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SECTION 016000 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.
- B. Related Requirements:
 - 1. Section 011000 "Summary" for Contractor requirements related to Owner-furnished products.
 - 2. Section 012500 "Substitution Procedures" for requests for substitutions.
 - 3. Section 014200 "References" for applicable industry standards for products specified.
 - 4. Section 01770 "Closeout Procedures" for submitting warranties.

1.3 DEFINITIONS

- A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
 - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.
 - 2. New Products: Items that have not previously been incorporated into another project or facility. Salvaged items or items reused from other projects are not considered new products. Items that are manufactured or fabricated to include recycled content materials are considered new products, unless indicated otherwise.
 - 3. Comparable Product: Product by named manufacturer that is demonstrated and approved through the comparable product submittal process described in Part 2 "Comparable Products" Article, to have the indicated qualities related to type, function, dimension, inservice performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Basis-of-Design Product Specification: A specification in which a single manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation. Published attributes and characteristics of basis-of-design product establish salient characteristics of products.

- 1. Evaluation of Comparable Products: In addition to the basis-of-design product description, product attributes and characteristics may be listed to establish the significant qualities related to type, function, in-service performance and physical properties, weight, dimension, durability, visual characteristics, and other special features and requirements for purposes of evaluating comparable products of additional manufacturers named in the specification. Manufacturer's published attributes and characteristics of basis-of-design product also establish salient characteristics of products for purposes of evaluating comparable products.
- C. Subject to Compliance with Requirements: Where the phrase "Subject to compliance with requirements" introduces a product selection procedure in an individual Specification Section, provide products qualified under the specified product procedure. In the event that a named product or product by a named manufacturer does not meet the other requirements of the specifications, select another named product or product from another named manufacturer that does meet the requirements of the specifications; submit a comparable product request or substitution request, if applicable.
- D. Comparable Product Request Submittal: An action submittal requesting consideration of a comparable product, including the following information:
 - 1. Identification of basis-of-design product or fabrication or installation method to be replaced, including Specification Section number and title and Drawing numbers and titles.
 - 2. Data indicating compliance with the requirements specified in Part 2 "Comparable Products" Article.
- E. Basis-of-Design Product Specification Submittal: An action submittal complying with requirements in Section 013300 "Submittal Procedures."
- F. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor. Refer to Section 012500 "Substitution Procedures (post-award)" for definition and limitations on substitutions.

1.4 ACTION SUBMITTALS

- A. Comparable Product Requests: Submit request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Include data to indicate compliance with the requirements specified in "Comparable Products" Article.
 - 2. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Architect will notify Contractor of approval or rejection of proposed comparable product request within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
 - a. Form of Approval: As specified in Section 013300 "Submittal Procedures."
 - b. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.

B. Basis-of-Design Product Specification Submittal: Comply with requirements in Section 013300 "Submittal Procedures." Show compliance with requirements.

1.5 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.
 - 1. If connecting mechanical and electrical services, circuit breakers, conduit, motors, bases, and equipment requires that spaces are to be increased or reduced to accommodate deviations from named, or Basis of Design products, systems, or equipment, such modifications shall be coordinated with affected trades at no additional cost to the owner. If minimum energy ratings or efficiencies of equipment are specified, equipment must meet design and commissioning requirements.
 - 2. If modifications to the work are made necessary in order to accommodate deviations from named, or Basis of Design products, systems, or equipment, such modifications shall be coordinated with affected trades at no additional cost to the owner. If minimum energy ratings or efficiencies of equipment are specified, equipment must meet design and commissioning requirements.
- B. Identification of Products: Except for required labels and operating data, do not attach or imprint manufacturer or product names or trademarks on exposed surfaces of products or equipment that will be exposed to view in occupied spaces or on the exterior.
 - 1. Labels: Locate required product labels and stamps on a concealed surface, or, where required for observation following installation, on a visually accessible surface that is not conspicuous.

1.6 COORDINATION

A. Modify or adjust affected work as necessary to integrate work of approved comparable products and approved substitutions.

1.7 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products, using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions. Keep all construction materials clean and free of deleterious materials including dirt, oil, grease and other matter on all surfaces. Failure to comply will result in rejection of work.
- B. Delivery and Handling:
 - 1. Schedule delivery to minimize long-term storage at Project 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 Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
- 4. Inspect products on delivery to determine compliance with the Contract Documents and that products are undamaged and properly protected.

C. Storage:

- 1. Provide a secure location and enclosure at Project site for storage of materials and equipment.
- 2. Store products to allow for inspection and measurement of quantity or counting of units.
- 3. Store materials in a manner that will not endanger Project structure.
- 4. Store products that are subject to damage by the elements under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation and with adequate protection from wind.
- 5. Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
- 6. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
- 7. Protect stored products from damage and liquids from freezing.
- 8. Provide a secure location and enclosure at Project site for storage of materials and equipment by Owner's construction forces. Coordinate location with Owner.

1.8 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
 - 1. Manufacturer's Warranty: Written standard warranty form furnished by individual manufacturer for a particular product and issued in the name of the Owner or endorsed by manufacturer to Owner.
 - 2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner and issued in the name of the Owner or endorsed by manufacturer to Owner.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.
 - 1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
 - 2. Specified Form: When specified forms are included in the Project Manual, prepare a written document, using indicated form properly executed.
 - 3. See other Sections for specific content requirements and particular requirements for submitting special warranties.

C. Submittal Time: Comply with requirements in Section 017700 "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.
 - 1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
 - 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
 - 3. Owner reserves the right to limit selection to products with warranties meeting requirements of the Contract Documents.
 - 4. Where products are accompanied by the term "as selected," Architect will make selection.
 - 5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
 - 6. Or Equal: For products specified by name and accompanied by the term "or equal," "or approved equal," or "or approved," comply with requirements in "Comparable Products" Article to obtain approval for use of an unnamed product.
 - a. Submit additional documentation required by Architect in order to establish equivalency of proposed products. Unless otherwise indicated, evaluation of "or equal" product status is by the Architect, whose determination is final.
 - 7. All selections of color, finish textures, or other finish features to be made by Architect are to be made from manufacturer's standard and premium range of those finish features.
- B. Product Selection Procedures:
 - 1. Sole Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
 - a. Sole product may be indicated by the phrase "Subject to compliance with requirements, provide the following."
 - 2. Sole Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
 - a. Sole manufacturer/source may be indicated by the phrase "Subject to compliance with requirements, provide products by the following."

- 3. Limited List of Products: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will be considered.
 - a. Limited list of products may be indicated by the phrase "Subject to compliance with requirements, provide one of the following."
- 4. Non-Limited List of Products: Where Specifications include a list of names of both available manufacturers and products, provide one of the products listed or an unnamed product that complies with requirements.
 - a. Non-limited list of products is indicated by the phrase "Subject to compliance with requirements, available products that may be incorporated in the Work include, but are not limited to, the following."
 - b. Provision of an unnamed product is not considered a substitution, if the product complies with requirements.
- 5. Limited List of Manufacturers: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will be considered.
 - a. Limited list of manufacturers is indicated by the phrase "Subject to compliance with requirements, provide products by one of the following."
- 6. Non-Limited List of Manufacturers: Where Specifications include a list of available manufacturers, provide a product by one of the manufacturers listed or a product by an unnamed manufacturer that complies with requirements.
 - a. Non-limited list of manufacturers is indicated by the phrase "Subject to compliance with requirements, available manufacturers whose products may be incorporated in the Work include, but are not limited to, the following."
 - b. Provision of products of an unnamed manufacturer is not considered a substitution, if the product complies with requirements.
- 7. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications may additionally indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.
 - a. For approval of products by unnamed manufacturers, comply with requirements in Section 012500 "Substitution Procedures" for substitutions for convenience.
- C. Visual Matching Specification: Where Specifications require the phrase "match Architect's sample," provide a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.

- 1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Section 012500 "Substitution Procedures" for proposal of product.
- D. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or a similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.
- E. Sustainable Product Selection: Where Specifications require product to meet sustainable product characteristics, select products complying with indicated requirements. Comply with requirements in Division 01 sustainability requirements Section and individual Specification Sections.
 - 1. Select products for which sustainable design documentation submittals are available from manufacturer.

2.2 COMPARABLE PRODUCTS

- A. Conditions for Consideration of Comparable Products: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with the following requirements:
 - 1. Evidence that proposed product does not require revisions to the Contract Documents, including revisions to structural, mechanical, plumbing, or electrical systems, is consistent with the Contract Documents, will produce the indicated results, and is compatible with other portions of the Work.
 - 2. Detailed comparison of significant qualities of proposed product with those of the named basis-of-design product. Significant product qualities include attributes, such as type, function, in-service performance and physical properties, weight, dimension, durability, visual characteristics, and other specific features and requirements.
 - 3. Evidence that proposed product provides specified warranty.
 - 4. List of similar installations for completed projects, with project names and addresses and names and addresses of architects and owners, if requested.
 - 5. Samples, if requested.
- B. Architect's Action on Comparable Products Submittal: If necessary, Architect will request additional information or documentation for evaluation, as specified in Section 013300 "Submittal Procedures."
 - 1. Form of Approval of Submittal: As specified in Section 013300 "Submittal Procedures."
 - 2. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.
- C. Submittal Requirements, Two-Step Process: Approval by the Architect of Contractor's request for use of comparable product is not intended to satisfy other submittal requirements. Comply with specified submittal requirements.

D. Submittal Requirements, Single-Step Process: When acceptable to Architect, incorporate specified submittal requirements of individual Specification Section in combined submittal for comparable products. Approval by the Architect of Contractor's request for use of comparable product and of individual submittal requirements will also satisfy other submittal requirements.

PART 3 - EXECUTION (Not Used)

END OF SECTION 016000

SECTION 017300 - EXECUTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:
 - 1. Construction layout.
 - 2. Installation of the Work.
 - 3. Cutting and patching.
 - 4. Progress cleaning.
 - 5. Protection of installed construction.
- B. Related Requirements:
 - 1. Section 011000 "Summary" for limits on use of Project site.
 - 2. Section 013300 "Submittal Procedures".
 - 3. Section 017700 "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, replacing defective work, and final cleaning.
 - 4. Section 024119 "Selective Demolition" for demolition and removal of selected portions of the building.

1.3 DEFINITIONS

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of subsequent work.
- B. Patching: Fitting and repair work required to restore construction to original conditions after installation of subsequent work.

1.4 PREINSTALLATION MEETINGS

- A. Cutting and Patching Conference: Conduct conference at Project site.
 - 1. Prior to submitting cutting and patching plan, review extent of cutting and patching anticipated and examine procedures for ensuring satisfactory result from cutting and patching work. Require representatives of each entity directly concerned with cutting and patching to attend, including the following:

- a. Contractor's superintendent.
- b. Trade supervisor responsible for cutting operations.
- c. Trade supervisor(s) responsible for patching of each type of substrate.
- d. Mechanical, electrical, and utilities subcontractors' supervisors, to the extent each trade is affecting by cutting and patching operations.
- 2. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

1.5 INFORMATIONAL SUBMITTALS

- A. Cutting and Patching Plan: Submit plan describing procedures at least 10 days prior to the time cutting and patching will be performed. Include the following information:
 - 1. Extent: Describe reason for and extent of each occurrence of cutting and patching.
 - 2. Changes to In-Place Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building appearance and other significant visual elements.
 - 3. Products: List products to be used for patching and firms or entities that will perform patching work.
 - 4. Dates: Indicate when cutting and patching will be performed.
 - 5. Utilities and Mechanical and Electrical Systems: List services and systems that cutting and patching procedures will disturb or affect. List services and systems that will be relocated and those that will be temporarily out of service. Indicate length of time permanent services and systems will be disrupted.
 - a. Include description of provisions for temporary services and systems during interruption of permanent services and systems.

1.6 QUALITY ASSURANCE

- A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.
 - 1. Structural Elements: When cutting and patching structural elements, notify Architect of locations and details of cutting and await directions from Architect before proceeding. Shore, brace, and support structural elements during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection.
 - 2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.
 - a. Primary operational systems and equipment.
 - b. Fire separation assemblies.
 - c. Air or smoke barriers.
 - d. Fire-suppression systems.
 - e. Plumbing piping systems.
 - f. Mechanical systems piping and ducts.

- g. Control systems.
- h. Communication systems.
- i. Fire-detection and -alarm systems.
- j. Conveying systems.
- k. Electrical wiring systems.
- 1. Operating systems of special construction.
- 3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety. Other construction elements include but are not limited to the following:
 - a. Water, moisture, or vapor barriers.
 - b. Membranes and flashings.
 - c. Exterior curtain-wall construction.
 - d. Sprayed fire-resistive material.
 - e. Equipment supports.
 - f. Piping, ductwork, vessels, and equipment.
 - g. Noise- and vibration-control elements and systems.
- 4. Effect repairs to those structural elements, operational elements, and other construction elements described in this Section, that are damaged by construction operations with designs and materials approved in writing by a Professional Engineer registered in the state in which the project is located.
- 5. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
- B. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of products and equipment.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.
 - 1. For projects requiring compliance with sustainable design and construction practices and procedures, use products for patching that comply with sustainable design requirements.
- B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.

1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Architect for the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning site work, investigate and verify the existence and location of underground utilities, mechanical and electrical systems, and other construction affecting the Work.
 - 1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; underground electrical services; and other utilities.
 - 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
 - 1. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
 - 2. Examine areas for suitable conditions where products and systems are to be installed.
 - 3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
- C. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
 - 1. Description of the Work.
 - 2. List of detrimental conditions, including substrates.
 - 3. List of unacceptable installation tolerances.
 - 4. Recommended corrections.
- D. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Existing Utility Information: Furnish information to Owner that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.

- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a request for information to Architect according to requirements in Section 013100 "Project Management and Coordination."

3.3 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
 - 1. Make vertical work plumb and make horizontal work level.
 - 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
 - 3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.
 - 4. Maintain minimum headroom clearance of in occupied spaces and 90 inches (2300 mm) in unoccupied spaces.
- B. Keep all construction materials clean during storage, transportation, and installation. Remove deleterious materials, including dirt, oil, grease, etc. from surfaces of all construction materials. Materials installed without compliance will be rejected.
- C. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- D. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- E. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- F. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.
- G. Tools and Equipment: Where possible, select tools or equipment that minimize production of excessive noise levels.
- H. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other portions of the Work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.

- I. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.
 - 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
 - 2. Allow for building movement, including thermal expansion and contraction.
 - 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- J. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- K. Repair or remove and replace damaged, defective, or nonconforming Work.
 - 1. Comply with Section 017700 "Closeout Procedures" for repairing or removing and replacing defective Work.
- L. In all locations where existing walls extend to floor deck or roof deck above, fill and seal around all openings created by construction or demolition. Leaving one or both sides of wall exposed to openings is prohibited.

3.4 CUTTING AND PATCHING

- A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
 - 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.
- C. Temporary Support: Provide temporary support of work to be cut.
- D. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- E. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching according to requirements in Section 011000 "Summary."

- F. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to prevent interruption to occupied areas.
- G. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
 - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 - 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 - 3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
 - 4. Excavating and Backfilling: Comply with requirements in applicable Sections where required by cutting and patching operations.
 - 5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
 - 6. Proceed with patching after construction operations requiring cutting are complete.
- H. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.
 - 1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
 - 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.
 - a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
 - b. Restore damaged pipe covering to its original condition.
 - 3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
 - a. Where patching occurs in a painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.
 - b. In any wall being patched or otherwise being re-built, which extends to the floor deck or roof deck above, fill and seal around all penetrations. Leaving one or both sides of such wall exposed to openings is prohibited.

- 4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
- 5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition and ensures thermal and moisture integrity of building enclosure.
- I. All surfaces affected by selective demolition activities are to be patched and finished to match adjacent surfaces following selective demolition including removal of surface-mounted items.
- J. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.5 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
 - 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 - 2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F (27 deg C).
 - 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
 - a. Use containers intended for holding waste materials of type to be stored.
 - 4. Coordinate progress cleaning for joint-use areas where Contractor and other contractors are working concurrently.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
 - 1. Remove liquid spills promptly.
 - 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Section 015000 "Temporary Facilities and Controls."

- H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- J. Limiting Exposures: Supervise construction operations 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.

3.6 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Protection of Existing Items: Provide protection and ensure that existing items to remain undisturbed by construction are maintained in condition that existed at commencement of the Work.
- C. Comply with manufacturer's written instructions for temperature and relative humidity.

END OF SECTION

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SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Substantial Completion procedures.
 - 2. Final completion procedures.
 - 3. Warranties.
 - 4. Final cleaning.
 - 5. Repair of the Work.
- B. Related Requirements:
 - 1. Section 013300 "Submittal Procedures".
 - 2. Section 017300 "Execution" for progress cleaning of Project site.
 - 3. Section 017823 "Operation and Maintenance Data" for operation and maintenance manual requirements.
 - 4. Section 017839 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.

1.3 ACTION SUBMITTALS

- A. Product Data: For cleaning agents.
- B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.
- C. Certified List of Incomplete Items: Final submittal at Final Completion.

1.4 CLOSEOUT SUBMITTALS

- A. Certificates of Release: From authorities having jurisdiction.
- B. Certificate of Insurance: For continuing coverage.
- C. Field Report: For pest control inspection.
- 1.5 MAINTENANCE MATERIAL SUBMITTALS
 - A. Schedule of Maintenance Material Items: For maintenance material submittal items specified in other Sections.

1.6 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.
- B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
 - 1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 - 2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.
 - 3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 - 4. Submit maintenance material submittals specified in individual Sections, and deliver to location designated by Architect. Label with manufacturer's name and model number where applicable.
 - a. Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section. Obtain Architect's signature for receipt of submittals.
 - 5. Submit test/adjust/balance records.
 - 6. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
- C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
 - 1. Advise Owner of pending insurance changeover requirements.
 - 2. Terminate and remove temporary facilities from Project site, along with construction tools, and similar elements.
 - 3. Complete final cleaning requirements, including touchup painting.
 - 4. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.

- 1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
- 2. Results of completed inspection will form the basis of requirements for final completion.

1.7 FINAL COMPLETION PROCEDURES

- A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:
 - 1. Submit a final Application for Payment according to Section 012900 "Payment Procedures."
 - 2. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 - 3. Submit consent of surety to final payment.
 - 4. Submit a final liquidated damages settlement statement.
 - 5. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
- B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
- C. Reinspection Procedure: The Architect will reinspect the Work upon receipt of notice that the Work, including inspection list items from earlier inspections, has been completed, except for items whose completion is delayed under circumstances acceptable to the Architect.
 - 1. Upon completion of reinspection, the Architect will prepare a certificate of final acceptance. If the Work is incomplete, the Architect will advise the Contractor of Work that is incomplete or of obligations that have not been fulfilled but are required for final acceptance.
 - 2. If necessary, reinspection will be repeated.

1.8 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
 - 1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor.
 - 2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
 - 3. Include the following information at the top of each page:
 - a. Project name.
 - b. Date.

- c. Name of Architect.
- d. Name of Contractor.
- e. Page number.
- 4. Submit list of incomplete items in one of the following formats:
 - a. MS Excel electronic file. Architect will return annotated file.
 - b. PDF electronic file. Architect will return annotated file.

1.9 WARRANTY REQUIREMENTS

- A. Related Damages and Losses: When correcting failed or damaged warranted construction, remove and replace construction that has been damaged as a result of such failure, or that must be removed and replaced to provide access for correction of warranted construction.
- B. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
- C. Replacement Cost: Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of the Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefited from use of the Work through a portion of its anticipated useful service life.
- D. Owner's Recourse: Expressed warranties made to the Owner are in addition to implied warranties and shall not limit the duties, obligations, rights, and remedies otherwise available under the law. Expressed warranty periods shall not be interpreted as limitations on the time in which the Owner can enforce such other duties, obligations, rights, or remedies.
 - 1. Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
- E. Where the Contract Documents require a special warranty, or similar commitment on the Work or part of the Work, the Owner reserves the right to refuse to accept the Work, until the Contractor presents evidence that entities required to countersign such commitments are willing to do so.

1.10 SUBMITTAL OF PROJECT WARRANTIES

- A. Submit written warranties to the Architect prior to the date certified for Substantial Completion. If the Architect's Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion for the Work, or a designated portion of the Work, submit written warranties upon request of the Architect.
 - 1. When a designated portion of the Work is completed and occupied or used by the Owner, by separate agreement with the Contractor during the construction period, submit properly executed warranties to the Architect within 15 days of completion of that designated portion of the Work.

- B. When the Contract Documents require the Contractor, or the Contractor and a subcontractor, supplier or manufacturer to execute a special warranty, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties. Submit a draft to the Owner, through the Architect, for approval prior to final execution.
- C. Form of Submittal: At Final Completion compile 2 copies of each required warranty properly executed by the Contractor, or by the Contractor, subcontractor, supplier, or manufacturer. Organize the warranty documents into an orderly sequence based on the table of contents of the Project Manual.
- D. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated, or when delay in submittal of warranties might limit Owner's rights under warranty.
- E. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.
 - 1. Warranty Electronic File: Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide bookmarked table of contents at beginning of document.
- F. Provide additional copies of each warranty to include in operation and maintenance manuals.

1.11 PROJECT CLOSEOUT SUBMITTAL CHECKLIST

- A. Record Documents as specified in Section 017839.
- B. Final Application and Certificate For Payment with associated documents as specified in Section 012900 Payment Procedures.
- C. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:
 - 1. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 - 2. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
- D. Minutes of Project Closeout Conference.
- E. Project Warranties as specified herein.
- F. Certificates of Release: From legal authorities having jurisdiction.
- G. Schedule of Maintenance Material Items: For maintenance material submittal items specified in other Sections.
- H. Operation and Maintenance Manuals.
 - 1. Include Contractor and Subcontractor's contact information.

a. List subcontractors according to appropriate material and equipment categories.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.
 - 1. Use cleaning products that comply with Green Seal's GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - d. Remove snow and ice to provide safe access to building.
 - e. Leave Project clean and ready for occupancy.
- C. Construction Waste Disposal: Comply with waste disposal requirements in Section 015000 "Temporary Facilities and Controls."

3.2 REPAIR OF THE WORK

- A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.
- B. Repair or remove and replace defective construction.

END OF SECTION

SECTION 017823 - OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for preparing maintenance manuals, including the following:
 - 1. Product maintenance manuals.
- B. Related Requirements:
 - 1. Section 013300 "Submittal Procedures" for submitting copies of submittals for maintenance manuals.

1.3 CLOSEOUT SUBMITTALS

- A. Manual Content: Maintenance manual content is specified in individual Specification Sections to be reviewed at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.
 - 1. Architect will comment on whether content of maintenance submittals are acceptable.
 - 2. Where applicable, clarify and update reviewed manual content to correspond to revisions and field conditions.
- B. Format: Submit maintenance manuals in the following format:
 - 1. PDF electronic file. Assemble each manual into a composite electronically indexed file. Submit on digital media acceptable to Architect.
 - a. Name each indexed document file in composite electronic index with applicable item name. Include a complete electronically linked operation and maintenance directory.
 - b. Enable inserted reviewer comments on draft submittals.
- C. Initial Manual Submittal: Submit draft copy of each manual at least 30 days before commencing demonstration and training. Architect will comment on whether general scope and content of manual are acceptable.

- D. Final Manual Submittal: Submit each manual in final form prior to requesting inspection for Substantial Completion and at least 15 days before commencing demonstration and training. Architect will return copy with comments.
 - 1. Correct or revise each manual to comply with Architect's comments. Submit copies of each corrected manual within 15 days of receipt of Architect's comments and prior to commencing demonstration and training.

PART 2 - PRODUCTS

2.1 MAINTENANCE DOCUMENTATION DIRECTORY

- A. Directory: Prepare a single, comprehensive directory of maintenance data and materials, listing items and their location to facilitate ready access to desired information. Include a section in the directory for each of the following:
 - 1. List of documents.
 - 2. Table of contents.

2.2 REQUIREMENTS FOR MAINTENANCE MANUALS

- A. Organization: Unless otherwise indicated, organize each manual into a separate section for each construction material. Each manual shall contain the following materials, in the order listed:
 - 1. Title page.
 - 2. Table of contents.
 - 3. Manual contents.
- B. Title Page: Include the following information:
 - 1. Subject matter included in manual.
 - 2. Name and address of Project.
 - 3. Name and address of Owner.
 - 4. Date of submittal.
 - 5. Name and contact information for Contractor.
 - 6. Name and contact information for Architect.
- C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
 - 1. If maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.
- D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.
- E. Manuals, Electronic Files: Submit manuals in the form of a multiple file composite electronic PDF file for each manual type required.

- 1. Electronic Files: Use electronic files prepared by manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size.
- 2. File Names and Bookmarks: Enable bookmarking of individual documents based on file names. Name document files to correspond to system, subsystem, and equipment names used in manual directory and table of contents.
- 3. Group documents for each system and subsystem into individual composite bookmarked files, then create composite manual, so that resulting bookmarks reflect the system, subsystem, and equipment names in a readily navigated file tree. Configure electronic manual to display bookmark panel on opening file.

2.3 PRODUCT MAINTENANCE MANUALS

- A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.
- B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.
- C. Product Information: Include the following, as applicable:
 - 1. Product name and model number.
 - 2. Manufacturer's name.
 - 3. Color, pattern, and texture.
 - 4. Material and chemical composition.
 - 5. Reordering information for specially manufactured products.
- D. Maintenance Procedures: Include manufacturer's written recommendations and the following:
 - 1. Inspection procedures.
 - 2. Types of cleaning agents to be used and methods of cleaning.
 - 3. List of cleaning agents and methods of cleaning detrimental to product.
 - 4. Schedule for routine cleaning and maintenance.
 - 5. Repair instructions.
- E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.
- F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
 - 1. Include procedures to follow and required notifications for warranty claims.

PART 3 - EXECUTION

3.1 MANUAL PREPARATION

- A. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
- B. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
 - 1. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper maintenance of equipment or systems.
- C. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in record Drawings to ensure correct illustration of completed installation.
 - 1. Do not use original project record documents as part of maintenance manuals.
 - 2. Comply with requirements of newly prepared record Drawings in Section 017839 "Project Record Documents."
- D. Comply with Section 017700 "Closeout Procedures" for schedule for submitting maintenance documentation.

END OF SECTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for project record documents, including the following:
 - 1. Record Drawings.
 - 2. Record Specifications.
 - 3. Record Product Data.
 - 4. Miscellaneous record submittals.
- B. Related Requirements:
 - 1. Section 013300 "Submittal Procedures".
 - 2. Section 017700 "Closeout Procedures" for general closeout procedures.
 - 3. Section 017823"Operation and Maintenance Data" for operation and maintenance manual requirements.

1.3 CLOSEOUT SUBMITTALS

- A. Record Drawings: Comply with the following:
 - 1. Submit record digital data files and one set of record digital data file plots.
 - 2. Plot each drawing file, whether or not changes and additional information were recorded.
- B. Record Specifications: Submit annotated PDF electronic files of Project's Specifications, including addenda and contract modifications.
- C. Record Product Data: Submit annotated PDF electronic files and directories of each submittal.
 - 1. Where record Product Data are required as part of operation and maintenance manuals, submit duplicate marked-up Product Data as a component of manual.
- D. Miscellaneous Record Submittals: See other Specification Sections for miscellaneous recordkeeping requirements and submittals in connection with various construction activities. Submit annotated PDF electronic files and directories of each submittal.
- E. Reports: Submit written report monthly indicating items incorporated into project record documents concurrent with progress of the Work, including revisions, concealed conditions, field changes, product selections, and other notations incorporated.
 - 1. Submit with monthly Application and Certificate for Payment.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

- A. Record Digital Data Files: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.
 - 1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.
 - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
 - b. Accurately record information in an acceptable drawing technique.
 - c. Record data as soon as possible after obtaining it.
 - d. Record and check the markup before enclosing concealed installations.
 - e. Cross-reference record prints to corresponding archive photographic documentation.
 - 2. Content: Types of items requiring marking include, but are not limited to, the following:
 - a. Dimensional changes to Drawings.
 - b. Revisions to details shown on Drawings.
 - c. Depths of foundations below first floor.
 - d. Locations and depths of underground utilities.
 - e. Revisions to routing of piping and conduits.
 - f. Revisions to electrical circuitry.
 - g. Actual equipment locations.
 - h. Duct size and routing.
 - i. Locations of concealed internal utilities.
 - j. Changes made by Change Order or Construction Change Directive.
 - k. Changes made following Architect's written orders.
 - 1. Details not on the original Contract Drawings.
 - m. Field records for variable and concealed conditions.
 - n. Record information on the Work that is shown only schematically.
 - 3. Mark paper copy or digitally edit copy of the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
 - 4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
 - 5. Mark important additional information that was either shown schematically or omitted from original Drawings.
 - 6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
 - 7. Scan all marked-up paper copy documents for record digital data filing.
- B. Immediately before inspection for Certificate of Substantial Completion, review marked-up record prints with Architect. When authorized, prepare a full set of corrected digital data files of the Contract Drawings, as follows:

- 1. Format: Annotated PDF electronic file with comment function enabled.
- 2. Incorporate changes and additional information previously marked on record prints. Delete, redraw, and add details and notations where applicable.
- 3. Refer instances of uncertainty to Architect for resolution.
- 4. Architect will furnish Contractor one set of digital data files of the Contract Drawings for use in recording information.
 - a. See Section 013300 "Submittal Procedures" for requirements related to use of Architect's digital data files.
- C. Format: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
 - 1. Record Prints: Organize record prints and newly prepared record Drawings into manageable sets. Bind each set with cover sheets. Include identification on cover sheets.
 - 2. Format: Annotated PDF electronic file with comment function enabled.
 - 3. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.
 - 4. Identification: As follows:
 - a. Project name.
 - b. Date.
 - c. Designation "PROJECT RECORD DRAWINGS."
 - d. Name of Architect.
 - e. Name of Contractor.

2.2 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
 - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 - 2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
 - 3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
 - 4. For each principal product, indicate whether record Product Data has been submitted in operation and maintenance manuals instead of submitted as record Product Data.
 - 5. Note related Change Orders, record Product Data, and record Drawings where applicable.
- B. Format: Submit record Specifications as annotated PDF electronic file.

2.3 RECORD PRODUCT DATA

- A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
 - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.

- 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
- 3. Note related Change Orders, record Specifications, and record Drawings where applicable.
- B. Format: Submit record Product Data as annotated PDF electronic file..
 - 1. Include record Product Data directory organized by Specification Section number and title, electronically linked to each item of record Product Data.

2.4 MISCELLANEOUS RECORD SUBMITTALS

- A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.
- B. Format: Submit miscellaneous record submittals as PDF electronic file.
 - 1. Include miscellaneous record submittals directory organized by Specification Section number and title, electronically linked to each item of miscellaneous record submittals.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

- A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and revisions to project record documents as they occur; do not wait until end of Project.
- B. Maintenance of Record Documents and Samples: Store record documents and Samples in the field office apart from the Contract Documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Architect's and Construction Manager's reference during normal working hours.

END OF SECTION

SECTION 061053 - MISCELLANEOUS ROUGH CARPENTRY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Framing with dimension lumber.
 - 2. Wood blocking and nailers.
 - 3. Plywood backing panels.

1.3 DEFINITIONS

- A. Boards or Strips: Lumber of less than 2 inches nominal (38 mm actual) size in least dimension.
- B. Dimension Lumber: Lumber of 2 inches nominal (38 mm actual) or greater size but less than 5 inches nominal (114 mm actual) size in least dimension.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application details.
 - 1. Include data for wood-preservative treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Indicate type of preservative used and net amount of preservative retained.
 - 2. For products receiving a waterborne treatment, include statement that moisture content of treated materials was reduced to levels specified before shipment to Project site.

1.5 INFORMATIONAL SUBMITTALS

- A. Evaluation Reports: For the following, from ICC-ES:
 - 1. Preservative-treated wood.
 - 2. Power-driven fasteners.
 - 3. Post-installed anchors.
 - 4. Metal framing anchors.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Stack lumber flat with spacers beneath and between each bundle to provide air circulation. Protect lumber from weather by covering with waterproof sheeting, securely anchored. Provide for air circulation around stacks and under coverings.

PART 2 - PRODUCTS

2.1 WOOD PRODUCTS, GENERAL

- A. Lumber: DOC PS 20 and applicable rules of grading agencies. Provide lumber graded by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.
 - 1. Factory mark each piece of lumber with grade stamp of grading agency.
 - 2. Dress lumber, S4S, unless otherwise indicated.
- B. Maximum Moisture Content of Lumber: 15 percent for 2-inch nominal (38-mm actual) thickness or less, 19 percent for more than 2-inch nominal (38-mm actual) thickness unless otherwise indicated.

2.2 WOOD-PRESERVATIVE-TREATED MATERIALS

- A. Preservative Treatment by Pressure Process: AWPA U1; Use Category UC2.
 - 1. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium.
- B. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent. Do not use material that is warped or does not comply with requirements for untreated material.
- C. Mark lumber with treatment quality mark of an inspection agency approved by the ALSC Board of Review.
- D. Application: Treat all exterior miscellaneous carpentry unless otherwise indicated.
- 2.3 DIMENSION LUMBER FRAMING
 - A. Dimensional Lumber Framing: Construction or No. 2 grade of any of the following species:
 - 1. Hem-fir (north); NLGA.
 - 2. Southern pine; SPIB.
 - 3. Douglas fir-larch; WCLIB or WWPA.
 - 4. Southern pine or mixed southern pine; SPIB.
 - 5. Spruce-pine-fir; NLGA.
 - 6. Douglas fir-south; WWPA.
 - 7. Hem-fir; WCLIB or WWPA.
 - 8. Douglas fir-larch (north); NLGA.
 - 9. Spruce-pine-fir (south); NeLMA, WCLIB, or WWPA.

2.4 MISCELLANEOUS LUMBER

- A. General: Provide miscellaneous lumber indicated and lumber for support or attachment of other construction, including the following:
 - 1. Blocking.
 - 2. Nailers.
- B. For blocking and nailers used for attachment of other construction, select and cut lumber to eliminate knots and other defects that will interfere with attachment of other work.
- C. For furring strips for installing plywood or hardboard paneling, select boards with no knots capable of producing bent-over nails and damage to paneling.

2.5 PLYWOOD BACKING PANELS

A. Equipment Backing Panels: Plywood, DOC PS 1, Exposure 1, C-D Plugged], fire-retardant treated, in thickness indicated or, if not indicated, not less than 3/4-inch (19-mm) nominal thickness.

2.6 FASTENERS

- A. General: Provide fasteners of size and type indicated that comply with requirements specified in this article for material and manufacture.
 - 1. For pressure-preservative-treated wood and fire retardant-treated wood, use only fasteners with hot-dip zinc coating complying with ASTM A 153/A 153M.
 - 2. Where carpentry is exposed to weather, in ground contact, pressure-preservative treated, or in area of high relative humidity, provide fasteners with hot-dip zinc coating complying with ASTM A153/A153M or of Type 304 stainless steel.
- B. Nails, Brads, and Staples: ASTM F1667.
- C. Screws for Fastening to Metal Framing: ASTM C1002, length as recommended by screw manufacturer for material being fastened.
- D. Power-Driven Fasteners: Fastener systems with an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC70.
- E. Expansion Anchors: Anchor bolt and sleeve assembly of material indicated below with capability to sustain, without failure, a load equal to 6 times the load imposed when installed in unit masonry assemblies and equal to 4 times the load imposed when installed in concrete as determined by testing per ASTM E 488 conducted by a qualified independent testing and inspecting agency.
 - 1. Material: Carbon-steel components, zinc plated to comply with ASTM B 633, Class Fe/Zn 5.

- 2. Material: Stainless steel with bolts and nuts complying with ASTM F 593 and ASTM F 594, Alloy Group 1 or 2 (ASTM F 738M and ASTM F 836M, Grade A1 or A4).
- 3. Fastening wood plates to top of existing masonry walls Use Hilti 5/8"ø x 8 ½" KWIK BOLT 3 expansion anchors @ 48" o.c. or ½" ø threaded rods with Hilti HIT-HY 70 Epoxy anchors with 4 ½" embedding @ 6'-0" o.c.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Framing Standard: Comply with AF&PA's WCD 1, "Details for Conventional Wood Frame Construction," unless otherwise indicated.
- B. Set carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit carpentry accurately to other construction. Locate nailers, blocking, and similar supports to comply with requirements for attaching other construction.
- C. Install plywood backing panels by fastening to studs; coordinate locations with utilities requiring backing panels. Install fire-retardant-treated plywood backing panels with classification marking of testing agency exposed to view.
 - 1. Use drilled Tapcon fasteners for fastening plywood to masonry or concrete.
- D. Install metal framing anchors to comply with manufacturer's written instructions. Install fasteners through each fastener hole.
- E. Do not splice structural members between supports unless otherwise indicated.
- F. Provide blocking and framing as indicated and as required to support facing materials, fixtures, specialty items, and trim.
 - 1. Provide metal clips for fastening gypsum board or lath at corners and intersections where framing or blocking does not provide a surface for fastening edges of panels. Space clips not more than 16 inches (406 mm) o.c.
- G. Sort and select lumber so that natural characteristics do not interfere with installation or with fastening other materials to lumber. Do not use materials with defects that interfere with function of member or pieces that are too small to use with minimum number of joints or optimum joint arrangement.
- H. Comply with AWPA M4 for applying field treatment to cut surfaces of preservative-treated lumber.
 - 1. Use inorganic boron for items that are continuously protected from liquid water.
 - 2. Use copper naphthenate for items not continuously protected from liquid water.
- I. Where wood-preservative-treated lumber is installed adjacent to ferrous metal surfaces including decking, install continuous flexible flashing separator between wood and metal decking.

- J. Securely attach carpentry work to substrate by anchoring and fastening as indicated, complying with the following:
 - 1. Table 2304.9.1, "Fastening Schedule," in ICC's International Building Code.
 - 2. ICC-ES evaluation report for fastener.
- K. Use steel common nails unless otherwise indicated. Select fasteners of size that will not fully penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting wood. Drive nails snug but do not countersink nail heads unless otherwise indicated.

3.2 INSTALLATION OF WOOD BLOCKING AND NAILER

- A. Install where indicated and where required for attaching other work. Form to shapes indicated and cut as required for true line and level of attached work. Coordinate locations with other work involved.
- B. Attach items to substrates to support applied loading. Recess bolts and nuts flush with surfaces unless otherwise indicated.
- C. Provide permanent grounds of dressed, pressure-preservative-treated, key-beveled lumber not less than 1-1/2 inches (38 mm) wide and of thickness required to bring face of ground to exact thickness of finish material. Remove temporary grounds when no longer required.

3.3 **PROTECTION**

- A. Protect wood that has been treated with inorganic boron (SBX) from weather. If, despite protection, inorganic boron-treated wood becomes wet, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.
- B. Protect miscellaneous rough carpentry from weather. If, despite protection, miscellaneous rough carpentry becomes wet, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.

END OF SECTION

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SECTION 061600 - SHEATHING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Roof sheathing.
- B. Related Requirements:
 - 1. Section 061053 "Miscellaneous Rough Carpentry".

1.3 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application details.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer. including list of ABAA-certified installers and supervisors employed by Installer, who work on Project and testing and inspecting agency.
- B. Field quality-control reports.

1.6 QUALITY ASSURANCE

A. Plywood is to bear the APA (Engineered Wood Association) Grading Stamp certifying compliance with quality standards.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Stack panels flat with spacers beneath and between each bundle to provide air circulation. Protect sheathing from weather by covering with waterproof sheeting, securely anchored. Provide for air circulation around stacks and under coverings.

PART 2 - PRODUCTS

2.1 WOOD PANEL PRODUCTS

- A. Emissions: Products shall meet the testing and product requirements of the California Department of Public Health's "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers."
- B. Thickness: As needed to comply with requirements specified, but not less than thickness indicated.
- C. Factory mark panels to indicate compliance with applicable standard.

2.2 ROOF SHEATHING

- A. Plywood Sheathing: Either DOC PS 1 or DOC PS 2, Exterior, Structural I sheathing.
 - 1. Span Rating: Not less than 32/16.
 - 2. Nominal Thickness: Not less than ³/₄ inch.
- B. Oriented-Strand-Board Sheathing: DOC PS 2, Exposure 1, Structural I sheathing.
 - 1. Span Rating: Not less than 32/16.
 - 2. Nominal Thickness: Not less than 3/4 inch (19 mm).

2.3 FASTENERS

- A. General: Provide fasteners of size and type indicated that comply with requirements specified in this article for material and manufacture.
 - 1. For roof sheathing, provide fasteners with hot-dip zinc coating complying with ASTM A153/A153M or of Type 304 stainless steel.
- B. Nails, Brads, and Staples: ASTM F1667.
- C. Power-Driven Fasteners: Fastener systems with an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC70.
- D. Screws for Fastening Sheathing to Wood Framing: ASTM C1002.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Do not use materials with defects that impair quality of sheathing or pieces that are too small to use with minimum number of joints or optimum joint arrangement. Arrange joints so that pieces do not span between fewer than three support members.
- B. Cut panels at penetrations, edges, and other obstructions of work; fit tightly against abutting construction unless otherwise indicated.
- C. Securely attach to substrate by fastening as indicated, complying with the following:
 - 1. Table 2304.9.1, "Fastening Schedule," in the ICC's International Building Code.
 - 2. ICC-ES evaluation report for fastener.
- D. Coordinate sheathing installation with flashing and joint-sealant installation so these materials are installed in sequence and manner that prevent exterior moisture from passing through completed assembly.
- E. Do not bridge building expansion joints; cut and space edges of panels to match spacing of structural support elements.
- F. Coordinate sheathing installation with installation of materials installed over sheathing so sheathing is not exposed to precipitation or left exposed at end of the workday when rain is forecast.

3.2 WOOD STRUCTURAL PANEL INSTALLATION

- A. General: Comply with applicable recommendations in APA Form No. E30, "Engineered Wood Construction Guide," for types of structural-use panels and applications indicated.
- B. Fastening Methods: Fasten panels as indicated below:
 - 1. Roof Sheathing:
 - a. Nail to wood framing. Apply a continuous bead of glue to framing members at edges of wall sheathing panels.
 - b. Space panels 1/8 inch (3 mm) apart at edges and ends.
 - 2. Underlayment:
 - a. Nail or staple to subflooring.
 - b. Space panels 1/32 inch (0.8 mm) apart at edges and ends.
 - c. Fill and sand edge joints of underlayment receiving resilient flooring immediately before installing flooring.

END OF SECTION

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SECTION 062013 - EXTERIOR FINISH CARPENTRY

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Exterior trim.
 - 2. Plywood soffits.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of process and factory-fabricated product. Indicate component materials, dimensions, profiles, textures, and colors and include construction and application details.
- B. Samples: For each exposed product and for each color and texture specified.
- C. Samples for Initial Selection: For each type of product involving selection of colors, profiles, or textures.
- D. Samples for Verification:
 - 1. For each species and cut of lumber and panel products, with half of exposed surface finished; 50 sq. in. (300 sq. cm) for lumber and 8 by 10 inches (200 by 250 mm) for panels.

1.3 INFORMATIONAL SUBMITTALS

- A. Compliance Certificates:
 - 1. For lumber that is not marked with grade stamp.
- B. Sample Warranties: For manufacturer's warranties.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Stack lumber, plywood, and other panels flat with spacers between each bundle to provide air circulation.
 - 1. Protect materials from weather by covering with waterproof sheeting, securely anchored.
 - 2. Provide for air circulation around stacks and under coverings.

1.5 FIELD CONDITIONS

- A. Weather Limitations: Proceed with installation only when existing and forecast weather conditions permit work to be performed and at least one coat of specified finish can be applied without exposure to rain, snow, or dampness.
- B. Do not install finish carpentry materials that are wet, moisture damaged, or mold damaged.
 - 1. Indications that materials are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
 - 2. Indications that materials are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

PART 2 - PRODUCTS

2.1 MATERIALS, GENERAL

- A. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, comply with applicable rules of any rules-writing agency certified by the American Lumber Standard Committee's (ALSC) Board of Review. Grade lumber by an agency certified by the ALSC's Board of Review to inspect and grade lumber under the rules indicated.
 - 1. Factory mark each piece of lumber with grade stamp of inspection agency, indicating grade, species, moisture content at time of surfacing, and mill.
 - 2. For exposed lumber, mark grade stamp on end or back of each piece.
- B. Softwood Plywood: DOC PS 1.
- C. Hardboard: ANSI A135.4.

2.2 EXTERIOR TRIM

- A. Lumber Trim and molding for Opaque Finish (Painted Finish):
 - 1. Species and Grade:
 - a. Western red cedar; NLGA, WCLIB, or WWPA Grade A.
 - b. Northern white cedar; NeLMA or NLGA D Select.
 - 2. Maximum Moisture Content: 15 percent.
 - 3. Finger Jointing: Not allowed.
 - 4. Face Surface: Surfaced (smooth).

2.3 PLYWOOD SOFFITS

- A. Plywood Type: Exterior, Grade C-C, plugged and touch sanded APA-rated siding.
- B. Thickness: 19/32 inch (15.1 mm).

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- C. Face Species: Douglas fir or Western red cedar.
- D. Surface: Smooth.

2.4 MISCELLANEOUS MATERIALS

- A. Fasteners for Exterior Finish Carpentry: Provide nails or screws, in sufficient length to penetrate not less than 1-1/2 inches (38 mm) into wood substrate.
 - 1. For face-fastening siding, provide ringed-shank siding nails or hot-dip galvanized-steel siding nails.
- B. Wood Glue: Waterproof resorcinol glue recommended by manufacturer for exterior carpentry use.
- C. Continuous Soffit Vents: Aluminum hat channel shape with stamped louvers, 2 inches (51 mm) wide and in lengths not less than 96 inches (2438 mm).
 - 1. Net-Free Area: 4 sq. in./linear ft. (280 sq. cm/m).
 - 2. Finish: Mill finish.
- D. Sealants: Latex, complying with ASTM C834 Type OP, Grade NF and applicable requirements in Section 079200 "Joint Sealants," and recommended by sealant and substrate manufacturers for intended application.

2.5 FABRICATION

- A. Back out or kerf backs of standing and running trim wider than 5 inches (125 mm), except members with ends exposed in finished work.
- B. Ease edges of lumber less than 1 inch (25 mm) in nominal thickness to 1/16-inch (1.5-mm) radius and edges of lumber 1 inch (25 mm) or more in nominal thickness to 1/8-inch (3-mm) radius.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Examine finish carpentry materials before installation. Reject materials that are wet, moisture damaged, and mold damaged.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Clean substrates of projections and substances detrimental to application.
- B. Prime lumber and moldings to be painted, including both faces and edges, unless factory primed.
 - 1. Cut to required lengths and prime ends.
 - 2. Comply with requirements in Section 099113 "Exterior Painting."

3.3 INSTALLATION, GENERAL

- A. Do not use materials that are unsound, warped, improperly treated or finished, inadequately seasoned, or too small to fabricate with proper jointing arrangements.
 - 1. Do not use manufactured units with defective surfaces, sizes, or patterns.
- B. Install exterior finish carpentry level, plumb, true, and aligned with adjacent materials.
 - 1. Use concealed shims where necessary for alignment.
 - 2. Scribe and cut exterior finish carpentry to fit adjoining work.
 - 3. Refinish and seal cuts as recommended by manufacturer.
 - 4. Install to tolerance of 1/8 inch in 96 inches (3 mm in 2438 mm) for level and plumb. Install adjoining exterior finish carpentry with 1/32-inch (0.8-mm) maximum offset for flush installation and 1/16-inch (1.5-mm) maximum offset for reveal installation.
 - 5. Coordinate exterior finish carpentry with materials and systems in or adjacent to it.
 - 6. Provide cutouts for mechanical and electrical items that penetrate exterior finish carpentry.

3.4 INSTALLATION OF STANDING AND RUNNING TRIM

- A. Install flat-grain lumber with bark side exposed to weather.
- B. Install cellular PVC trim to comply with manufacturer's written instructions.
- C. Install trim with minimum number of joints as is practical, using full-length pieces from maximum lengths of lumber available. Do not use pieces less than 24 inches (610 mm) long, except where necessary.
 - 1. Use scarf joints for end-to-end joints.
 - 2. Stagger end joints in adjacent and related members.
- D. Fit exterior joints to exclude water.
 - 1. Cope at returns and miter at corners to produce tight-fitting joints, with full-surface contact throughout length of joint.
 - 2. Plane backs of casings to provide uniform thickness across joints, where necessary for alignment.

E. Where face fastening is unavoidable, countersink fasteners, fill surface flush, and sand unless otherwise indicated.

3.5 ADJUSTING

- A. Replace exterior finish carpentry that is damaged or does not comply with requirements.
 - 1. Exterior finish carpentry may be repaired or refinished if work complies with requirements and shows no evidence of repair or refinishing.
- B. Adjust joinery for uniform appearance.

3.6 CLEANING

- A. Clean exterior finish carpentry on exposed and semiexposed surfaces.
- B. Touch up finishes to restore damaged or soiled areas.

3.7 **PROTECTION**

- A. Protect installed products from damage from weather and other causes during construction.
- B. Remove and replace finish carpentry materials that are wet, moisture damaged, and mold damaged.
 - 1. Indications that materials are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
 - 2. Indications that materials are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

END OF SECTION

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SECTION 070150.19 - PREPARATION FOR REROOFING

PART 1 - GENERAL

1.1 SUMMARY

- A. The Work of This Section Includes:
 - 1. Full roof tear-off.
 - 2. Base flashing removal.
 - 3. Disposal.

B. Related Requirements:

- 1. Section 011000 "Summary" for use of premises and for phasing requirements.
- 2. Section 015000 "Temporary Facilities and Controls" for temporary construction and environmental-protection measures for reroofing preparation.

1.2 UNIT PRICES

A. Work of this Section is affected by roof sheathing removal and replacement unit price.

1.3 DEFINITIONS

- A. Full Roof Tear-off: Removal of existing roofing system down to existing roof deck.
- B. OSB: Oriented strand board.
- C. Roofing Terminology: Definitions in ASTM D1079 and glossary of NRCA's "The NRCA Roofing Manual: Membrane Roof Systems" apply to work of this Section.

1.4 PREINSTALLATION MEETINGS

- A. Preliminary Roofing Conference: Before starting removal Work, conduct conference at Project site.
 - 1. Meet with Owner, Architect, Owner's insurer if applicable, testing and inspecting agency representative, roofing Installer, and installers whose work interfaces with or affects roofing, including installers of roof accessories and roof-mounted equipment.
 - 2. Review methods and procedures related to roofing tear-off, including, but not limited to, the following:
 - a. Reroofing preparation, including roofing system manufacturer's written instructions.
 - b. Temporary protection requirements for existing roofing system components that are to remain.

- c. Existing roof drains and roof drainage during each stage of reroofing, and roof-drain plugging and plug removal.
- d. Construction schedule and availability of materials, Installer's personnel, equipment, and facilities needed to avoid delays.
- e. Existing roof deck conditions requiring Architect notification.
- f. Existing roof deck removal procedures and Owner notifications.
- g. Condition and acceptance of existing roof deck and base flashing substrate for reuse.
- h. Structural loading limitations of roof deck during reroofing.
- i. Base flashings, special roofing details, drainage, penetrations, equipment curbs, and condition of other construction that affect reroofing.
- j. HVAC shutdown and sealing of air intakes.
- k. Governing regulations and requirements for insurance and certificates if applicable.
- 1. Existing conditions that may require Architect notification before proceeding.

1.5 ACTION SUBMITTALS

A. Product Data: For each type of product.

1.6 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer.
- B. Photographs or Video: Show existing conditions of adjoining construction and site improvements, including exterior and interior finish surfaces, that might be misconstrued as having been damaged by reroofing operations.
 - 1. Submit before Work begins.
- C. Landfill Records: Indicate receipt and acceptance of demolished roofing materials by a landfill facility licensed to accept them.

1.7 QUALITY ASSURANCE

- A. Regulatory Requirements:
 - 1. Comply with governing EPA notification regulations before beginning roofing removal.
 - 2. Comply with hauling and disposal regulations of authorities having jurisdiction.

1.8 FIELD CONDITIONS

- A. Existing Roofing System: Built-up asphalt in areas and Asphalt Roof Shingled roofing on the remaining roofing area.
- B. Owner will occupy portions of building immediately below reroofing area.
 - 1. Conduct reroofing so Owner's operations are not disrupted.
 - 2. Provide Owner with not less than 72 hours' written notice of activities that may affect Owner's operations.

- 3. Coordinate work activities daily with Owner so Owner has adequate advance notice to place protective dust and water-leakage covers over sensitive equipment and furnishings, shut down HVAC and fire-alarm or -detection equipment if needed, and evacuate occupants from below work area.
- 4. Before working over structurally impaired areas of deck, notify Owner to evacuate occupants from below affected area.
 - a. Verify that occupants below work area have been evacuated before proceeding with work over impaired deck area.
- C. Protect building to be reroofed, adjacent buildings, walkways, site improvements, exterior plantings, and landscaping from damage or soiling from reroofing operations.
- D. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities.
- E. Conditions existing at time of inspection for bidding will be maintained by Owner as far as practical.
- F. Limit construction loads on existing roof areas to remain, and existing roof areas scheduled to be reroofed to 200 pounds for rooftop equipment wheel loads and 20 pounds per square foot for uniformly distributed loads.
- G. Weather Limitations: Proceed with reroofing preparation only when existing and forecasted weather conditions permit Work to proceed without water entering existing roofing system or building.
 - 1. Remove only as much roofing in one day as can be made watertight in the same day.
- H. Hazardous Materials:
 - 1. It is not expected that hazardous materials, such as asbestos-containing materials, will be encountered in the Work.
 - a. Hazardous materials will be removed by Owner before start of the Work.
 - b. Existing roof will be left no less watertight than before removal.

PART 2 - PRODUCTS

2.1 INFILL AND REPLACEMENT MATERIALS

- A. Wood blocking, curbs, and nailers are specified in Section 061053 "Miscellaneous Rough Carpentry."
- B. Plywood roof sheathing is specified in Section 061600 "Sheathing."

2.2 AUXILIARY REROOFING MATERIALS

A. General: Use auxiliary reroofing preparation materials recommended by roofing system manufacturer for intended use and compatible with components of new roofing system.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protection of In-Place Conditions:
 - 1. Limit traffic and material storage to areas of existing roofing that have been protected.
 - 2. Maintain temporary protection and leave in place until replacement roofing has been completed. Remove temporary protection on completion of reroofing.
 - 3. Comply with requirements of existing roof system manufacturer's warranty requirements.
- B. Seal or isolate windows that may be exposed to airborne substances created in removal of existing materials.
- C. Shut off rooftop utilities and service piping before beginning the Work.
- D. Coordinate extension of electrical service entrance conduit, weather heads, and conductors with electric utility company.
- E. Extend plumbing vents and metal chimney flues with identical materials to heights to clear roof surfaces as required by applicable codes.
- F. Test existing roof drains to verify that they are not blocked or restricted.
 - 1. Immediately notify Architect of any blockages or restrictions.
- G. Coordinate with Owner to shut down air-intake equipment in the vicinity of the Work.
 - 1. Cover air-intake louvers before proceeding with reroofing work that could affect indoor air quality or activate smoke detectors in the ductwork. Extend air-intake/exhaust ductwork to height required by applicable codes and re-install hood.
- H. During removal operations, have sufficient and suitable materials on-site to facilitate rapid installation of temporary protection in the event of unexpected rain.
- I. Maintain roof drains in functioning condition to ensure roof drainage at end of each workday.
 - 1. Prevent debris from entering or blocking roof drains and conductors.
 - a. Use roof-drain plugs specifically designed for this purpose.
 - b. Remove roof-drain plugs at end of each workday, when no work is taking place, or when rain is forecast.
 - 2. If roof drains are temporarily blocked or unserviceable due to roofing system removal or partial installation of new roofing system, provide alternative drainage method to remove water and eliminate ponding.
 - a. Do not permit water to enter into or under existing roofing system components that are to remain.

3.2 ROOF TEAR-OFF

- A. Notify Owner each day of extent of roof tear-off proposed for that day and obtain authorization to proceed.
- B. Lower removed roofing materials to ground and onto lower roof levels, using dust-tight chutes or other acceptable means of removing materials from roof areas.
- C. Remove loose aggregate from aggregate-surfaced, built-up bituminous roofing using a power broom or hand tools.
- D. Full Roof Tear-off: Remove existing roofing and other roofing system components down to the existing roof deck.
 - 1. Remove base flashings and counter flashings.
 - 2. Remove perimeter edge flashing and gravel stops.
 - 3. Remove flashings at pipes, curbs, mechanical equipment, and other penetrations.
 - 4. Remove fasteners from deck.

3.3 DECK PREPARATION

- A. Inspect deck after tear-off of roofing system.
- B. If broken or loose fasteners that secure deck panels to one another or to structure are observed, or if deck appears or feels inadequately attached, immediately notify Architect.
 - 1. Do not proceed with installation until directed by Architect.
- C. If deck surface is unsuitable for receiving new roofing or if structural integrity of deck is suspect, immediately notify Architect.
 - 1. Do not proceed with installation until directed by Architect.
- D. Provide additional deck securement as indicated on Drawings.
- E. Prepare and paint steel deck surface.
 - 1. Painting and preparation for painting is specified in Section 099113 "Exterior Painting."
- F. Replace plywood roof sheathing as directed by Architect.
 - 1. Roof sheathing replacement will be paid for by adjusting the Contract Sum according to unit prices included in the Contract Documents.

3.4 INFILL MATERIALS INSTALLATION

- A. Immediately after roof tear-off, and inspection and repair, if needed, of deck, fill in tear-off areas to match existing roofing system construction.
 - 1. Installation of wood blocking, curbs, and nailers is specified in Section 061053 "Miscellaneous Rough Carpentry."

B. Install new roofing patch over roof infill area.

3.5 BASE FLASHING REMOVAL

- A. Remove existing base flashings.
 - 1. Clean substrates of contaminants, such as asphalt, sheet materials, dirt, and debris.
- B. Do not damage metal counterflashings that are to remain.
 - 1. Replace metal counterflashings damaged during removal with counterflashings specified in Section 076200 "Sheet Metal Flashing and Trim."
- C. When directed by Architect, replace parapet framing, wood blocking, curbs, and nailers to comply with Section 061053 "Miscellaneous Rough Carpentry."

3.6 DISPOSAL

- A. Collect demolished materials and place in containers.
 - 1. Promptly dispose of demolished materials.
 - 2. Do not allow demolished materials to accumulate on-site.
 - 3. Storage or sale of demolished items or materials on-site is not permitted.
- B. Transport and legally dispose of demolished materials off Owner's property.

END OF SECTION

SECTION 072100 - THERMAL INSULATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Glass-fiber blanket for insulation between ceiling framing members.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Low-emitting product certification.
- 1.4 INFORMATIONAL SUBMITTALS
 - A. Product Test Reports: For each product, for tests performed by a qualified testing agency.
- 1.5 DELIVERY, STORAGE, AND HANDLING
 - A. Protect insulation materials from physical damage and from deterioration due to moisture, soiling, and other sources. Store inside and in a dry location. Comply with manufacturer's written instructions for handling, storing, and protecting during installation.
 - B. Protect foam-plastic board insulation as follows:
 - 1. Do not expose to sunlight except to necessary extent for period of installation and concealment.
 - 2. Protect against ignition at all times. Do not deliver foam-plastic board materials to Project site until just before installation time.
 - 3. Quickly complete installation and concealment of foam-plastic board insulation in each area of construction.

PART 2 - PRODUCTS

2.1 GLASS-FIBER BLANKET

A. Glass-Fiber Blanket, Reinforced-Foil Faced : ASTM C 665, Type III (reflective faced), Class A (faced surface with a flame-spread index of 25 or less); Category 1 (membrane is a vapor barrier), faced with foil scrim, foil-scrim kraft, or foil-scrim polyethylene.

- 1. <u>Manufacturers:</u> Subject to compliance with requirements, provide products by one of the following:
 - a. <u>CertainTeed Corporation</u>.
 - b. Johns Manville; a Berkshire Hathaway company.
 - c. <u>Knauf Insulation</u>.
 - d. <u>Owens Corning</u>.

2.2 INSULATION FASTENERS

- A. Adhesively Attached, Spindle-Type Anchors: Plate welded to projecting spindle; capable of holding insulation of specified thickness securely in position with self-locking washer in place.
 - 1. <u>Manufacturers:</u> Subject to compliance with requirements, provide products by one of the following:
 - a. <u>AGM Industries, Inc</u>.
 - b. <u>Gemco</u>.
 - 2. Plate: Perforated, galvanized carbon-steel sheet, 0.030 inch (0.762 mm) thick by 2 inches (50 mm) square.
 - 3. Spindle: Copper-coated, low-carbon steel; fully annealed; 0.105 inch (2.67 mm) in diameter; length to suit depth of insulation.
- B. Insulation Standoff: Spacer fabricated from galvanized mild-steel sheet for fitting over spindle of insulation anchor to maintain air space of 1 inch (25 mm) between face of insulation and substrate to which anchor is attached.
 - 1. <u>Manufacturers:</u> Subject to compliance with requirements, provide products by Gemco or approved substitute.

2.3 ACCESSORIES

- A. Insulation for Miscellaneous Voids:
 - 1. Glass-Fiber Insulation: ASTM C 764, Type II, loose fill; with maximum flame-spread and smoke-developed indexes of 5, per ASTM E 84.
 - 2. Spray Polyurethane Foam Insulation: ASTM C 1029, Type II, closed cell, with maximum flame-spread and smoke-developed indexes of 75 and 450, respectively, per ASTM E 84.
- B. Adhesive for Bonding Insulation: Product compatible with insulation and air and water barrier materials, and with demonstrated capability to bond insulation securely to substrates without damaging insulation and substrates.
- C. Eave Ventilation Troughs: Preformed, rigid fiberboard or plastic sheets designed and sized to fit between roof framing members and to provide ventilation between insulated attic spaces and vented eaves.

PART 3 - EXECUTION

3.1 PREPARATION

A. Clean substrates of substances that are harmful to insulation, including removing projections capable of puncturing insulation or vapor retarders, or that interfere with insulation attachment.

3.2 INSTALLATION, GENERAL

- A. Comply with insulation manufacturer's written instructions applicable to products and applications.
- B. Install insulation that is undamaged, dry, and unsolled and that has not been left exposed to ice, rain, or snow at any time.
- C. Extend insulation to envelop entire area to be insulated. Fit tightly around obstructions and fill voids with insulation. Remove projections that interfere with placement.
- D. Provide sizes to fit applications and selected from manufacturer's standard thicknesses, widths, and lengths. Apply single layer of insulation units unless multiple layers are otherwise shown or required to make up total thickness or to achieve R-value.

3.3 INSTALLATION OF INSULATION IN FRAMED CONSTRUCTION

- A. Blanket Insulation: Install in cavities formed by framing members according to the following requirements:
 - 1. Use insulation widths and lengths that fill the cavities formed by framing members. If more than one length is required to fill the cavities, provide lengths that will produce a snug fit between ends.
 - 2. Place insulation in cavities formed by framing members to produce a friction fit between edges of insulation and adjoining framing members.
 - 3. Maintain 3-inch (76-mm) clearance of insulation around recessed lighting fixtures not rated for or protected from contact with insulation.
- B. Miscellaneous Voids: Install insulation in miscellaneous voids and cavity spaces where required to prevent gaps in insulation using the following materials:
 - 1. Glass-Fiber Insulation: Compact to approximately 40 percent of normal maximum volume equaling a density of approximately 2.5 lb/cu. ft. (40 kg/cu. m).

3.4 **PROTECTION**

A. Protect installed insulation from damage due to harmful weather exposures, physical abuse, and other causes. Provide temporary coverings or enclosures where insulation is subject to abuse and cannot be concealed and protected by permanent construction immediately after installation.

END OF SECTION

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SECTION 073113 - ASPHALT SHINGLES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Asphalt shingles.
 - 2. Underlayment.
 - 3. Ridge vents.
 - 4. Metal flashing and trim.

1.3 RELATED SECTIONS

- A. Section 061600 Sheathing.
- B. Section 076200 Sheet Metal Flashing and Trim.

1.4 DEFINITION

A. Roofing Terminology: See ASTM D 1079 and glossary of NRCA's "The NRCA Roofing and Waterproofing Manual" for definitions of terms related to roofing work in this Section.

1.5 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1.6 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples: For each exposed product and for each color and texture specified.
 - 1. Asphalt Shingles: Full size.
 - 2. Ridge and Hip Cap Shingles: Full size.
 - 3. Ridge Vent: 12-inch- (300-mm-) long Sample.
 - 4. Exposed Valley Lining: 12 inches (300 mm) square.
- C. Samples for Initial Selection: For each type of asphalt shingle indicated.

- 1. Include similar Samples of accessories involving color selection.
- D. Samples for Verification: For the following products, of sizes indicated:
 - 1. Asphalt Shingles: Full size.
 - 2. Ridge and Hip Cap Shingles: Full size.
 - 3. Ridge Vent: 12-inch- (300-mm-) long Sample.
 - 4. Exposed Valley Lining: 12 inches (300 mm) square.

1.7 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer.
- B. Product Test Reports: For each type of asphalt shingle and underlayment product indicated, for tests performed by manufacturer and witnessed by a qualified testing agency.
- C. Evaluation Reports: For high-temperature, self-adhering sheet underlayment, from ICC-ES or other testing and inspecting agency acceptable to authorities having jurisdiction, indicating that product is suitable for intended use under applicable building codes.
- D. Sample Warranty: For manufacturer's warranty.

1.8 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For asphalt shingles to include in maintenance manuals.
- B. Completed Roofing Installer's Warranty form appearing at the end of this Section.

1.9 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Asphalt Shingles: 100 sq. ft. (9.3 sq. m) of each type, in unbroken bundles.

1.10 QUALITY ASSURANCE

A. Installer Qualifications: An authorized representative who is a Preferred Contractor as defined and certified by manufacturer. Qualifications and credentials are to conform to manufacturer's warranty requirements.

1.11 DELIVERY, STORAGE, AND HANDLING

- A. Store roofing materials in a dry, well-ventilated location protected from weather, sunlight, and moisture according to manufacturer's written instructions.
- B. Store underlayment rolls on end on pallets or other raised surfaces. Do not double stack rolls.

- C. Protect unused roofing materials from weather, sunlight, and moisture when left overnight or when roofing work is not in progress.
- D. Handle, store, and place roofing materials in a manner to prevent damage to roof deck or structural supporting members.

1.12 FIELD CONDITIONS

A. Environmental Limitations: Install self-adhering sheet underlayment within the range of ambient and substrate temperatures recommended in writing by manufacturer.

1.13 WARRANTY

- A. Manufacturer's Warranty: Manufacturer agrees to repair or replace asphalt shingles that fail within specified warranty period.
- B. Basis Of Design Manufacturer's System "Golden Pledge Limited Warranty.
 - 1. Failures include, but are not limited to, the following:
 - a. Manufacturing defects.
 - 1. Material Warranty Period: 30 years from date of Substantial Completion, prorated, with first 10 years non-prorated.
 - 2. Wind-Speed Warranty Period: Asphalt shingles will resist blow-off or damage caused by wind speeds of up to 120 mph for lifetime from date of Substantial Completion.
 - 3. Algae-Resistance Warranty Period: Asphalt shingles will not discolor for 10 years from date of Substantial Completion.
 - 4. Workmanship Warranty Period: 30 years from date of Substantial Completion.
- C. Roofing Installer's Warranty: On warranty form at end of this Section, signed by Installer, in which Installer agrees to repair or replace components of asphalt-shingle roofing that fail in materials or workmanship within specified warranty period.
 - 1. Warranty Period: Five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Exterior Fire-Test Exposure: Provide asphalt shingles and related roofing materials identical to those of assemblies tested for Class A fire resistance according to ASTM E 108 or UL 790 by Underwriters Laboratories or another testing and inspecting agency acceptable to authorities having jurisdiction. Identify products with appropriate markings of applicable testing agency.

2.2 ASPHALT SHINGLES

A. <u>Basis Of Design</u>: Subject to compliance with requirements, provide 'Timberline Ultra HD Lifetime High Definition Shingles as manufactured by GAF Corporation.

- 1. Granule surfaced, self sealing asphalt shingle with a strong fiberglass reinforced core and stain protection, which prevents pronounced discoloration from blue-green algae through formulation/unique blends of granules. Architectural laminate styling provides a wood shake appearance with a 5 5/8" exposure. UL 790 Class A rated with UL 997 Wind Resistance Label.
- 2. ASTM D 7158 Standard Test Method for Wind Resistance of Sealed Asphalt Shingles Class H 150 mph.
- 3. ASTM D 3161, Standard Test Method for Wind Resistance of Sealed Asphalt Shingles on Steep Sloped Roofing Class A 60 mph;
- 4. ASTM D 3018, Standard Specification For Class A Asphalt Shingles Surfaced with Mineral Granules (Self-Sealing) Type 1;
- 5. ASTM D 3462; Standard Specification For Asphalt Shingles made from Glass Felt and Surfaced with Mineral Granules.
- 6. CSA 123.5-98; Dade County Approved, Florida Building Code Approved, Texas Dept of Insurance Approved, ICC Report Approval. Color: Onyx Black.
- 7. Hip and Ridge Shingles:
 - a. Roof Shingle Manufacturer's self sealing hip and ridge cap shingle matching the color of selected roof shingle. Each bundle covers approx. 33.3 lineal feet (10.15m) with 5 5/8 inch (147mm) exposure.
- 8. Starter strips and all other roof shingle accessories as manufactured or required by roof shingle manufacturer for warranty enforcement.
- B. Comparable Roof Shingle Products as manufactured by the following:
 - 1. 'TruDefinition Duration' Asphalt Shingles manufactured by Owens Corning.
 - 2. Comparable products of CertainTeed Corporation.

2.3 GLASS-FIBER-REINFORCED ASPHALT SHINGLES

- A. Multi-Tab-Strip Asphalt Shingles: ASTM D 3462/D 3462M, glass-fiber reinforced, mineralgranule surfaced, and self-sealing; with tabs regularly spaced.
 - 1. Strip Size: Manufacturer's standard 13 ¹/₄" x 39 3/8".
 - 2. Algae Resistance: Granules resist algae discoloration.
 - 3. Impact Resistance: UL 2218, Class 4.
 - 4. Color and Blends: As selected by Architect from manufacturer's full range.
- B. Hip and Ridge Shingles: Manufacturer's standard units to match asphalt shingles.

2.4 UNDERLAYMENT MATERIALS

- A. Roof Field Area Glass-Reinforced Felt: ASTM D 226/D 226M, 30 lb. asphalt-saturated organic felts, nonperforated.
 - 1. Products as manufactured by roof shingle manufacturer.
- B. Ridges, Valleys, Crickets, Eaves, and Roof Penetrations: Self-Adhering, High-Temperature Underlayment: Provide self-adhering, cold-applied, sheet underlayment, a minimum of 30 mils

(0.76 mm) thick, consisting of slip-resistant, polyethylene-film top surface laminated to a layer of butyl or SBS-modified asphalt adhesive, with release-paper backing. Provide primer when recommended by underlayment manufacturer.

- 1. Thermal Stability: Stable after testing at 240 deg F (116 deg C); ASTM D 1970.
- 2. Low-Temperature Flexibility: Passes after testing at minus 20 deg F (29 deg C); ASTM D 1970.
- 3. <u>Products</u>: Subject to compliance with requirements, provide <u>Firestone 'Clad-Gard' SA</u> <u>Metal Underlayment</u> (Basis Of Design) or comparable products of one of the following manufacturers:
 - a. W.R.Grace & Company Grace Ice and Water Shield HT;
 - b. <u>Henry Company;</u>
 - c. <u>Kirsch Building Products, LLC;</u>
 - d. <u>Metal-Fab Manufacturing, LLC;</u>
 - e. <u>Owens Corning;</u>

2.5 RIDGE VENTS

- A. Rigid Ridge Vent: Manufacturer's standard, rigid section high-density polypropylene or other UV-stabilized plastic ridge vent for use under ridge shingles.
 - 1. Basis <u>Of Design</u>: Subject to compliance with requirements, provide <u>GAF Rigid Plastic</u> <u>Ridge Vent</u>, 10 inches wide or comparable products by one of the following:
 - a. Air Vent, Inc.; a Gibraltar Industries Company.
 - b. <u>Ridge Vent by Owens Corning</u>.
 - 2. Minimum Net Free Area: 18 square inches per linear foot.
 - 3. Features:
 - a. Nonwoven geotextile filter strips.
 - b. External deflector baffles.

2.6 ACCESSORIES

- A. Asphalt Roofing Cement: ASTM D 4586, Type II, asbestos free.
- B. Roofing Nails: ASTM F 1667; aluminum, stainless-steel, copper, or hot-dip galvanized-steel wire shingle nails, minimum 0.120-inch- (3-mm-) diameter, sharp-pointed, with a minimum 3/8-inch- (9.5-mm-) diameter flat head and of sufficient length to penetrate 3/4 inch (19 mm) into solid wood decking or extend at least 1/8 inch (3 mm) through OSB or plywood sheathing.
 - 1. Shank: Barbed.
 - 2. Where nails are in contact with metal flashing, use nails made from same metal as flashing.
- C. Felt-Underlayment Nails: Aluminum, stainless-steel, or hot-dip galvanized-steel wire with lowprofile capped heads or disc caps, 1-inch (25-mm) minimum diameter.

D. Synthetic-Underlayment Fasteners: As recommended in writing by synthetic-underlayment manufacturer for application indicated.

2.7 METAL FLASHING AND TRIM

- A. General: Comply with requirements in Section 076200 "Sheet Metal Flashing and Trim."
- B. Fabricate sheet metal flashing and trim to comply with recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to design, dimensions, metal, and other characteristics of the item.
 - 1. Apron Flashings: Fabricate with lower flange a minimum of 5 inches (125 mm) over and 4 inches (100 mm) beyond each side of downslope asphalt shingles and 6 inches (150 mm) up the vertical surface.
 - 2. Step Flashings: Fabricate with a headlap of 2 inches (50 mm) and a minimum extension of 5 inches (125 mm) over the underlying asphalt shingle and up the vertical surface.
 - 3. Cricket or Backer Flashings: Fabricate with concealed flange extending a minimum of 18 inches (450 mm) beneath upslope asphalt shingles and 6 inches (150 mm) beyond each side of skylight and 6 inches (150 mm) above the roof plane.
 - 4. Open-Valley Flashings: Fabricate in lengths not exceeding 10 feet (3 m) with 1-inch-(25-mm-) high, inverted-V profile at center of valley and equal flange widths of 12 inches (300 mm).
 - 5. Drip Edges: Fabricate in lengths not exceeding 10 feet (3 m) with 2-inch (50-mm) roofdeck flange and 1-1/2-inch (38-mm) fascia flange with 3/8-inch (9.5-mm) drip at lower edge.
- C. Vent Pipe Flashings: ASTM B 749, Type L51121, at least 1/16 inch (1.6 mm) thick. Provide lead sleeve sized to slip over and turn down into pipe, soldered to skirt at slope of roof, and extending at least 4 inches (100 mm) from pipe onto roof.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
 - 1. Examine roof sheathing to verify that sheathing joints are supported by framing and blocking or metal clips and that installation is within flatness tolerances.
 - 2. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and completely anchored; and that provisions have been made for flashings and penetrations through asphalt shingles.
- B. Prepare written report, endorsed by Installer, listing conditions detrimental to performance of the Work.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 UNDERLAYMENT INSTALLATION

- A. General: Comply with underlayment manufacturer's written installation instructions applicable to products and applications indicated unless more stringent requirements apply.
- B. Single-Layer Felt Underlayment: Install on roof deck parallel with and starting at the eaves. Lap sides a minimum of 2 inches (50 mm) over underlying course. Lap ends a minimum of 4 inches (100 mm). Stagger end laps between succeeding courses at least 72 inches (1830 mm). Fasten with felt-underlayment nails.
 - 1. Install felt underlayment on roof deck not covered by self-adhering sheet underlayment. Lap sides of felt over self-adhering sheet underlayment not less than 3 inches (75 mm) in direction that sheds water. Lap ends of felt not less than 6 inches (150 mm) over self-adhering sheet underlayment.
 - 2. Install fasteners at no more than 36 inches (914 mm) o.c.
- C. Self-Adhering Sheet Underlayment: Install, wrinkle free, on roof deck. Comply with low-temperature installation restrictions of underlayment manufacturer if applicable. Install lapped in direction that sheds water. Lap sides not less than 3-1/2 inches (89 mm). Lap ends not less than 6 inches (150 mm) staggered 24 inches (600 mm) between courses. Roll laps with roller. Cover underlayment within seven days.
 - 1. Eaves: Extend from edges of eaves 24 inches (600 mm) beyond interior face of exterior wall.
 - 2. Rakes: Extend from edges of rake 24 inches (600 mm) beyond interior face of exterior wall.
 - 3. Valleys: Extend from lowest to highest point 18 inches (450 mm) on each side.
 - 4. Hips: Extend 18 inches (450 mm) on each side.
 - 5. Ridges: Extend 36 inches (914 mm) on each side.
 - 6. Sidewalls: Extend beyond sidewall 18 inches (450 mm), and return vertically against sidewall not less than 4 inches (100 mm).
 - 7. Dormers, Chimneys, Skylights, and Other Roof-Penetrating Elements: Extend beyond penetrating element 18 inches (450 mm), and return vertically against penetrating element not less than 4 inches (100 mm).
- D. Concealed Valley Lining: For valleys. Comply with NRCA's "NRCA Guidelines for Asphalt Shingle Roof Systems." Install underlayment centered in valley and fastened to roof deck.
 - 1. Lap roof-deck underlayment over valley underlayment at least 6 inches (150 mm).
 - 2. Install a full-width sheet of synthetic underlayment centered in valley. Lap ends of strips at least 12 inches (300 mm) in direction to shed water, and seal with asphalt roofing cement. Fasten to roof deck.
- Metal-Flashed, Open-Valley Underlayment: Install two layers of minimum 36-inch- (914-mm-) wide underlayment centered in valley. Stagger end laps between layers at least 72 inches (1830 mm). Lap ends of each layer at least 12 inches (300 mm) in direction to shed water, and seal with asphalt roofing cement. Fasten each layer to roof deck.
 - 1. Lap roof-deck underlayment over first layer of valley underlayment at least 6 inches (150 mm).

3.3 METAL FLASHING INSTALLATION

- A. General: Install metal flashings and other sheet metal to comply with requirements in Section 076200 "Sheet Metal Flashing and Trim."
 - 1. Install metal flashings according to recommendations in ARMA's "Residential Asphalt Roofing Manual" and NRCA's "NRCA Guidelines for Asphalt Shingle Roof Systems."
- B. Apron Flashings: Extend lower flange over and beyond each side of downslope asphalt shingles and up the vertical surface.
- C. Step Flashings: Install with a headlap of 2 inches (50 mm) and extend over the underlying asphalt shingle and up the vertical surface. Fasten to roof deck only.
- D. Cricket or Backer Flashings: Install against the roof-penetrating element extending concealed flange beneath upslope asphalt shingles and beyond each side.
- E. Open-Valley Flashings: Install centered in valleys, lapping ends at least 8 inches (200 mm) in direction to shed water. Fasten upper end of each length to roof deck beneath overlap.
 - 1. Secure hemmed flange edges into metal cleats spaced 12 inches (300 mm) apart and fastened to roof deck.
 - 2. Adhere 9-inch- (225-mm-) wide strip of self-adhering sheet to metal flanges and to self-adhering sheet underlayment.
- F. Rake Drip Edges: Install rake drip-edge flashings over underlayment and fasten to roof deck.
- G. Eave Drip Edges: Install eave drip-edge flashings below underlayment and fasten to roof sheathing.
- H. Pipe Flashings: Form flashing around pipe penetrations and asphalt shingles. Fasten and seal to asphalt shingles as recommended by manufacturer.

3.4 ASPHALT-SHINGLE INSTALLATION

- A. General: Install asphalt shingles according to manufacturer's written instructions, recommendations in ARMA's "Residential Asphalt Roofing Manual," and recommendations in NRCA's "NRCA Guidelines for Asphalt Shingle Roof Systems."
 - 1. Execute 'Special Installation' as required by shingle manufacturer for wind speed warranty.
- B. Install starter strip along lowest roof edge, consisting of an asphalt-shingle strip at least 7 inches (175 mm) wide with self-sealing strip face up at roof edge.
 - 1. Extend asphalt shingles 3/4 inch (19 mm) over fasciae at eaves and rakes.
 - 2. Install starter strip along rake edge.
- C. Install first and remaining courses of asphalt shingles stair-stepping diagonally across roof deck with manufacturer's recommended offset pattern at succeeding courses, maintaining uniform exposure.

- D. Install asphalt shingles by single-strip column or racking method, maintaining uniform exposure. Install full-length first course followed by cut second course, repeating alternating pattern in succeeding courses.
- E. Fasten asphalt-shingle strips with a minimum of six roofing nails located according to manufacturer's written instructions.
 - 1. Where roof slope exceeds 21:12, seal asphalt shingles with asphalt roofing cement spots after fastening with additional roofing nails.
 - 2. Where roof slope is less than 4:12, seal asphalt shingles with asphalt roofing cement spots.
 - 3. When ambient temperature during installation is below 50 deg F (10 deg C), seal asphalt shingles with asphalt roofing cement spots.
- F. Woven Valleys: Extend succeeding asphalt-shingle courses from both sides of valley 6 inches beyond center of valley, weaving intersecting shingle-strip courses over each other. Use one-piece shingle strips without joints in valley.
- G. Closed-Cut Valleys: Extend asphalt-shingle strips from one side of valley 12 inches (300 mm) beyond center of valley. Use one-piece shingle strips without joints in valley. Fasten with extra nail in upper end of shingle. Install asphalt-shingle courses from other side of valley and cut back to a straight line 2 inches (50 mm) short of valley centerline. Trim upper concealed corners of cut-back shingle strips.
 - 1. Do not nail asphalt shingles within 6 inches (150 mm) of valley center.
 - 2. Set trimmed, concealed-corner asphalt shingles in a 3-inch- (75-mm-) wide bed of asphalt roofing cement.
- H. Open Valleys: Cut and fit asphalt shingles at open valleys, trimming upper concealed corners of shingle strips. Maintain uniform width of exposed open valley from highest to lowest point.
 - 1. Set valley edge of asphalt shingles in a 3-inch- (75-mm-) wide bed of asphalt roofing cement.
 - 2. Do not nail asphalt shingles to metal open-valley flashings.
- I. Ridge Vents: Install continuous ridge vents over asphalt shingles according to manufacturer's written instructions. Fasten with roofing nails of sufficient length to penetrate sheathing.
- J. Hip and Ridge Shingles: Maintain same exposure of cap shingles as roofing shingle exposure. Lap cap shingles at ridges to shed water away from direction of prevailing winds. Fasten with roofing nails of sufficient length to penetrate sheathing.
 - 1. Fasten ridge cap asphalt shingles to cover ridge vent without obstructing airflow.

3.5 ROOFING INSTALLER'S WARRANTY

- A. WHEREAS <Insert name> of <Insert address>, herein called the "Roofing Installer," has performed roofing and associated work ("the work") on the following project:
 - 1. Owner: **<Insert name of Owner>**.
 - 2. Address: <**Insert address**>.
 - 3. Building Name/Type: <**Insert information**>.
 - 4. Address: <**Insert address**>.
 - 5. Area of the Work: **<Insert information>**.
 - 6. Acceptance Date: <**Insert date**>.
 - 7. Warranty Period: <**Insert time**>.
 - 8. Expiration Date: <**Insert date**>.
- B. AND WHEREAS Roofing Installer has contracted (either directly with Owner or indirectly as a subcontractor) to warrant the work against leaks and faulty or defective materials and workmanship for designated Warranty Period,
- C. NOW THEREFORE Roofing Installer hereby warrants, subject to terms and conditions herein set forth, that during Warranty Period he will, at his own cost and expense, make or cause to be made such repairs to or replacements of the work as are necessary to correct faulty and defective work and as are necessary to maintain the work in a watertight condition.
- D. This Warranty is made subject to the following terms and conditions:
 - 1. Specifically excluded from this Warranty are damages to the work and other parts of the building, and to building contents, caused by:
 - a. Lightning;
 - b. Peak gust wind speed exceeding <**Insert wind speed**> mph (m/sec);
 - c. Fire;
 - d. Failure of roofing system substrate, including cracking, settlement, excessive deflection, deterioration, and decomposition;
 - e. Faulty construction of parapet walls, copings, chimneys, skylights, vents, equipment supports, and other edge conditions and penetrations of the work;
 - f. Vapor condensation on bottom of roofing; and
 - g. Activity on roofing by others, including construction contractors, maintenance personnel, other persons, and animals, whether authorized or unauthorized by Owner.
 - 2. When the work has been damaged by any of foregoing causes, Warranty shall be null and void until such damage has been repaired by Roofing Installer and until cost and expense thereof have been paid by Owner or by another responsible party so designated.
 - 3. Roofing Installer is responsible for damage to the work covered by this Warranty but is not liable for consequential damages to building or building contents resulting from leaks or faults or defects of the work.
 - 4. During Warranty Period, if Owner allows alteration of the work by anyone other than Roofing Installer, including cutting, patching, and maintenance in connection with penetrations, attachment of other work, and positioning of anything on roof, this Warranty shall become null and void on date of the alterations, but only to the extent the alterations affect the work covered by this Warranty. If Owner engages Roofing Installer

to perform the alterations, Warranty shall not become null and void unless Roofing Installer, before starting the alterations, notified Owner in writing, showing reasonable cause for claim, that the alterations would likely damage or deteriorate the work, thereby reasonably justifying a limitation or termination of this Warranty.

- 5. During Warranty Period, if original use of roof is changed and it becomes used for, but was not originally specified for, a use or service more severe than originally specified, this Warranty shall become null and void on date of the change, but only to the extent the change affects the work covered by this Warranty.
- 6. Owner shall promptly notify Roofing Installer of observed, known, or suspected leaks, defects, or deterioration and shall afford reasonable opportunity for Roofing Installer to inspect the work and to examine evidence of such leaks, defects, or deterioration.
- 7. This Warranty is recognized to be the only warranty of Roofing Installer on the work and shall not operate to restrict or cut off Owner from other remedies and resources lawfully available to Owner in cases of roofing failure. Specifically, this Warranty shall not operate to relieve Roofing Installer of responsibility for performance of the work according to requirements of the Contract Documents, regardless of whether Contract was a contract directly with Owner or a subcontract with Owner's General Contractor.
- E. IN WITNESS THEREOF, this instrument has been duly executed this <Insert day> day of <Insert month>, <Insert year>.
 - 1. Authorized Signature: <**Insert signature**>.
 - 2. Name: <**Insert name**>.
 - 3. Title: **<Insert title**>.

END OF SECTION

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SECTION 076200 - SHEET METAL FLASHING AND TRIM

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Formed roof-drainage sheet metal fabrications.
 - 2. Formed steep-slope roof sheet metal fabrications.
 - 3. Formed equipment support flashing.
- B. Related Requirements:
 - 1. Section 061053 "Miscellaneous Rough Carpentry" for wood nailers, curbs, and blocking.
 - 2. Section 073113 "Asphalt Shingles" for installation of sheet metal flashing and trim integral with roofing.
 - 3. Section 077200 "Roof Accessories" for set-on-type curbs, equipment supports, roof hatches, vents, and other manufactured roof accessory units.

1.3 COORDINATION

- A. Coordinate sheet metal flashing and trim layout and seams with sizes and locations of penetrations to be flashed, and joints and seams in adjacent materials.
- B. Coordinate sheet metal flashing and trim installation with adjoining roofing and wall materials, joints, and seams to provide leakproof, secure, and noncorrosive installation.

1.4 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.
 - 1. Review construction schedule. Verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
 - 2. Review special roof details, roof drainage, roof-penetration flashing, equipment curbs, and condition of other construction that affect sheet metal flashing and trim.
 - 3. Review requirements for insurance and certificates if applicable.
 - 4. Review sheet metal flashing observation and repair procedures after flashing installation.

1.5 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for each manufactured product and accessory.
- B. Shop Drawings: For sheet metal flashing and trim.
 - 1. Include plans, elevations, sections, and attachment details.
 - 2. Detail fabrication and installation layouts, expansion-joint locations, and keyed details. Distinguish between shop- and field-assembled work.
 - 3. Include identification of material, thickness, weight, and finish for each item and location in Project.
 - 4. Include details for forming, including profiles, shapes, seams, and dimensions.
 - 5. Include details for joining, supporting, and securing, including layout and spacing of fasteners, cleats, clips, and other attachments. Include pattern of seams.
 - 6. Include details of termination points and assemblies.
 - 7. Include details of roof-penetration flashing.
 - 8. Include details of edge conditions, including eaves, ridges, valleys, rakes, crickets, and counterflashings as applicable.
 - 9. Include details of special conditions.
 - 10. Include details of connections to adjoining work.
 - 11. Detail formed flashing and trim at scale of not less than 3 inches per 12 inches (1:5).
- C. Samples for Initial Selection: For each type of sheet metal and accessory indicated with factoryapplied finishes.
- D. Samples for Verification: For each type of exposed finish.
 - 1. Sheet Metal Flashing: 12 inches (300 mm) long by actual width of unit, including finished seam and in required profile. Include fasteners, cleats, clips, closures, and other attachments.
 - 2. Trim, Metal Closures, Expansion Joints, Joint Intersections, and Miscellaneous Fabrications: 12 inches (300 mm) long and in required profile. Include fasteners and other exposed accessories.

1.6 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For fabricator.
- B. Product Certificates: For each type of coping and roof edge flashing that is SPRI ES-1 tested.
- C. Product Test Reports: For each product, for tests performed by a qualified testing agency.
- D. Sample Warranty: For special warranty.

1.7 CLOSEOUT SUBMITTALS

A. Maintenance Data: For sheet metal flashing and trim, and its accessories, to include in maintenance manuals.

1.8 QUALITY ASSURANCE

- A. Fabricator Qualifications: Employs skilled workers who custom fabricate sheet metal flashing and trim similar to that required for this Project and whose products have a record of successful in-service performance.
 - 1. For roof edge flashings that are SPRI ES-1 tested, shop shall be listed as able to fabricate required details as tested and approved.
- B. Mockups: Build mockups to verify selections made under Sample submittals, to demonstrate aesthetic effects, and to set quality standards for fabrication and installation.
 - 1. Build mockup of typical roof edge, including fascia trim, approximately 10 feet (3.0 m) long, including supporting construction cleats, seams, attachments, underlayment, and accessories.
 - 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.

1.9 DELIVERY, STORAGE, AND HANDLING

- A. Do not store sheet metal flashing and trim materials in contact with other materials that might cause staining, denting, or other surface damage. Store sheet metal flashing and trim materials away from uncured concrete and masonry.
- B. Protect strippable protective covering on sheet metal flashing and trim from exposure to sunlight and high humidity, except to extent necessary for period of sheet metal flashing and trim installation.

1.10 WARRANTY

- A. Special Warranty on Finishes: Manufacturer agrees to repair finish or replace sheet metal flashing and trim that shows evidence of deterioration of factory-applied finishes within specified warranty period.
 - 1. Exposed Panel Finish: Deterioration includes, but is not limited to, the following:
 - a. Color fading more than 5 Hunter units when tested according to ASTM D 2244.
 - b. Chalking in excess of a No. 8 rating when tested according to ASTM D 4214.
 - c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.
 - 2. Finish Warranty Period: 10 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. General: Sheet metal flashing and trim assemblies shall withstand wind loads, structural movement, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Completed sheet metal flashing and trim shall not rattle, leak, or loosen, and shall remain watertight.
- B. Sheet Metal Standard for Flashing and Trim: Comply with SMACNA's "Architectural Sheet Metal Manual" requirements for flashing and sheet metal, including dimensions and profiles shown unless more stringent requirements are indicated.
- C. FM Approvals Listing: Manufacture and install roof edge flashings that are listed in FM Approvals' "RoofNav" and approved for windstorm classification, Class 1-90. Identify materials with name of fabricator and design approved by FM Approvals.
- D. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes to prevent buckling, opening of joints, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Base calculations on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
 - 1. Temperature Change: 120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces.
- E. Basic wind speed: 120 mph.

2.2 SHEET METALS

- A. General: Protect mechanical and other finishes on exposed surfaces from damage by applying strippable, temporary protective film before shipping.
- B. Aluminum Sheet: All sheet metal applications ASTM B 209 (ASTM B 209M), alloy as standard with manufacturer for finish required, with temper as required to suit forming operations and performance required; with smooth, flat surface.
 - 1. Exposed Coil-Coated Finish:
 - a. Two-Coat Fluoropolymer: AAMA 2605. Fluoropolymer finish containing not less than 70 percent PVDF resin by weight in color coat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
 - 2. Color: As selected by Architect from manufacturer's standard and premium color range.
 - 3. Concealed Finish: Pretreat with manufacturer's standard white or light-colored acrylic or polyester backer finish, consisting of prime coat and wash coat with minimum total dry film thickness of 0.5 mil (0.013 mm).

2.3 UNDERLAYMENT MATERIALS

- A. Synthetic Underlayment: Laminated or reinforced, woven polyethylene or polypropylene, synthetic roofing underlayment; bitumen free; slip resistant; suitable for high temperatures over 220 deg F (111 deg C); and complying with physical requirements of ASTM D 226/D 226M for Type I and Type II felts.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Atlas Roofing Corporation.
 - b. Intertape Polymer Group.
 - c. Kirsch Building Products, LLC.
 - d. SDP Advanced Polymer Products Inc.

2.4 MISCELLANEOUS MATERIALS

- A. General: Provide materials and types of fasteners, protective coatings, sealants, and other miscellaneous items as required for complete sheet metal flashing and trim installation and as recommended by manufacturer of primary sheet metal unless otherwise indicated.
- B. Fasteners: Wood screws, annular threaded nails, self-tapping screws, self-locking rivets and bolts, and other suitable fasteners designed to withstand design loads and recommended by manufacturer of primary sheet metal.
 - 1. General: Blind fasteners or self-drilling screws, gasketed, with hex-washer head.
 - a. Exposed Fasteners: Heads matching color of sheet metal using plastic caps or factory-applied coating. Provide metal-backed EPDM or PVC sealing washers under heads of exposed fasteners bearing on weather side of metal.
 - b. Blind Fasteners: High-strength aluminum or stainless-steel rivets suitable for metal being fastened.
 - c. Spikes and Ferrules: Same material as gutter; with spike with ferrule matching internal gutter width.
 - 2. Fasteners for Aluminum Sheet: Aluminum or Series 300 stainless steel.
- C. Sealant Tape: Pressure-sensitive, 100 percent solids, polyisobutylene compound sealant tape with release-paper backing. Provide permanently elastic, nonsag, nontoxic, nonstaining tape 1/2 inch (13 mm) wide and 1/8 inch (3 mm) thick.
- D. Elastomeric Sealant: ASTM C 920, elastomeric silicone polymer sealant; of type, grade, class, and use classifications required to seal joints in sheet metal flashing and trim and remain watertight.
- E. Epoxy Seam Sealer: Two-part, noncorrosive, aluminum seam-cementing compound, recommended by aluminum manufacturer for exterior nonmoving joints, including riveted joints.

2.5 FABRICATION, GENERAL

- A. General: Custom fabricate sheet metal flashing and trim to comply with details shown and recommendations in cited sheet metal standard that apply to design, dimensions, geometry, metal thickness, and other characteristics of item required. Fabricate sheet metal flashing and trim in shop to greatest extent possible.
 - 1. Fabricate sheet metal flashing and trim in thickness or weight needed to comply with performance requirements, but not less than that specified for each application and metal.
 - 2. Obtain field measurements for accurate fit before shop fabrication.
 - 3. Form sheet metal flashing and trim to fit substrates without excessive oil canning, buckling, and tool marks; true to line, levels, and slopes; and with exposed edges folded back to form hems.
 - 4. Conceal fasteners and expansion provisions where possible. Do not use exposed fasteners on faces exposed to view.
- B. Fabrication Tolerances: Fabricate sheet metal flashing and trim that is capable of installation to a tolerance of 1/4 inch in 20 feet (6 mm in 6 m) on slope and location lines indicated on Drawings and within 1/8-inch (3-mm) offset of adjoining faces and of alignment of matching profiles.
- C. Expansion Provisions: Form metal for thermal expansion of exposed flashing and trim.
 - 1. Form expansion joints of intermeshing hooked flanges, not less than 1 inch (25 mm) deep, filled with butyl sealant concealed within joints.
 - 2. Use lapped expansion joints only where indicated on Drawings.
- D. Sealant Joints: Where movable, nonexpansion-type joints are required, form metal to provide for proper installation of elastomeric sealant according to cited sheet metal standard.
- E. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, noncorrosive metal.
- F. Seams for Aluminum: Fabricate nonmoving seams with flat-lock seams. Form seams and seal with epoxy seam sealer. Rivet joints where necessary for strength.
- G. Do not use graphite pencils to mark metal surfaces.

2.6 ROOF-DRAINAGE SHEET METAL FABRICATIONS

- A. Hanging Gutters: Fabricate to cross section required, complete with end pieces, outlet tubes, and other accessories as required. Fabricate in minimum 96-inch- (2400-mm-) long sections. Furnish flat-stock gutter brackets and flat-stock gutter spacers and straps fabricated from same metal as gutters, of size recommended by cited sheet metal standard but with thickness not less than twice the gutter thickness. Fabricate expansion joints, expansion-joint covers, and gutter accessories from same metal as gutters. Shop fabricate interior and exterior corners.
 - 1. Gutter Profile: Style D according to cited sheet metal standard.
 - 2. Expansion Joints: Lap type.

- 3. Accessories: Continuous, removable leaf screen with sheet metal frame and hardware cloth screen.
- 4. Gutters with Girth 16 to 20 Inches (410 to 510 mm): Fabricate from the following materials:
 - a. Aluminum: 0.040 inch (26 gauge) thick.
- B. Downspouts: Fabricate round downspouts to dimensions indicated, complete with mitered elbows. Furnish with metal hangers from same material as downspouts and anchors.
 - 1. Fabricated Hanger Style: Fig 35D according to SMACNA's "Architectural Sheet Metal Manual."
 - 2. Fabricate from the following materials:
 - a. Aluminum: 0.024 inch (0.61 mm) thick.

2.7 STEEP-SLOPE ROOF SHEET METAL FABRICATIONS

- A. Apron, Step, Cricket, and Backer Flashing: Fabricate from the following materials:
 1. Aluminum: 0.032 inch (0.81 mm) thick.
- B. Valley Flashing: Fabricate from the following materials:1. Stainless Steel: 0.019 inch (0.48 mm) thick.
- C. Drip Edges: Fabricate from the following materials:1. Aluminum: 0.032 inch (0.81 mm) thick.
- D. Eave, Rake Flashing: Fabricate from the following materials:1. Aluminum: 0.032 inch (0.81 mm) thick.
- E. Counterflashing: Fabricate from the following materials:1. Aluminum: 0.032 inch (0.81 mm) thick.
- F. Roof-Penetration Flashing: Fabricate from the following materials:
 1. Zinc-Tin Alloy-Coated Copper: 16 oz./sq. ft. (0.55 mm thick).

2.8 MISCELLANEOUS SHEET METAL FABRICATIONS

- A. Equipment Support Flashing: Fabricate from the following materials:
 - 1. Zinc-Tin Alloy-Coated Copper: 16 oz./sq. ft. (0.55 mm thick).

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances, substrate, and other conditions affecting performance of the Work.
 - 1. Verify compliance with requirements for installation tolerances of substrates.
 - 2. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and securely anchored.
 - 3. Verify that air- or water-resistant barriers have been installed over sheathing or backing substrate to prevent air infiltration or water penetration.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 UNDERLAYMENT INSTALLATION

A. Synthetic Underlayment: Install synthetic underlayment, wrinkle free, according to manufacturers' written instructions, and using adhesive where possible to minimize use of mechanical fasteners under sheet metal.

3.3 INSTALLATION, GENERAL

- A. General: Anchor sheet metal flashing and trim and other components of the Work securely in place, with provisions for thermal and structural movement. Use fasteners, protective coatings, separators, sealants, and other miscellaneous items as required to complete sheet metal flashing and trim system.
 - 1. Install sheet metal flashing and trim true to line, levels, and slopes. Provide uniform, neat seams with minimum exposure of solder, welds, and sealant.
 - 2. Install sheet metal flashing and trim to fit substrates and to result in watertight performance. Verify shapes and dimensions of surfaces to be covered before fabricating sheet metal.
 - 3. Space cleats not more than 12 inches (300 mm) apart. Attach each cleat with at least two fasteners. Bend tabs over fasteners.
 - 4. Install exposed sheet metal flashing and trim with limited oil canning, and free of buckling and tool marks.
 - 5. Torch cutting of sheet metal flashing and trim is not permitted.
 - 6. Do not use graphite pencils to mark metal surfaces.
- B. Metal Protection: Where dissimilar metals contact each other, or where metal contacts pressuretreated wood or other corrosive substrates, protect against galvanic action or corrosion by painting contact surfaces with bituminous coating or by other permanent separation as recommended by sheet metal manufacturer or cited sheet metal standard.

- 1. Coat concealed side of uncoated-aluminum sheet metal flashing and trim with bituminous coating where flashing and trim contact wood, ferrous metal, or cementitious construction.
- 2. Underlayment: Where installing sheet metal flashing and trim directly on cementitious or wood substrates, install underlayment and cover with slip sheet.
- C. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim. Space movement joints at maximum of 10 feet (3 m) with no joints within 24 inches (600 mm) of corner or intersection.
 - 1. Form expansion joints of intermeshing hooked flanges, not less than 1 inch (25 mm) deep, filled with sealant concealed within joints.
 - 2. Use lapped expansion joints only where indicated on Drawings.
- D. Conceal fasteners and expansion provisions where possible in exposed work and locate to minimize possibility of leakage. Cover and seal fasteners and anchors as required for a tight installation.
- E. Seal joints as required for watertight construction.
 - 1. Use sealant-filled joints unless otherwise indicated. Embed hooked flanges of joint members not less than 1 inch (25 mm) into sealant. Form joints to completely conceal sealant. When ambient temperature at time of installation is between 40 and 70 deg F (4 and 21 deg C), set joint members for 50 percent movement each way. Adjust setting proportionately for installation at higher ambient temperatures. Do not install sealant-type joints at temperatures below 40 deg F (4 deg C).
 - 2. Prepare joints and apply sealants to comply with requirements in Section 079200 "Joint Sealants."
- F. Soldered Joints: Clean surfaces to be soldered, removing oils and foreign matter. Pre-tin edges of sheets with solder to width of 1-1/2 inches (38 mm); however, reduce pre-tinning where pre-tinned surface would show in completed Work.
 - 1. Do not solder metallic-coated steel and aluminum sheet.
 - 2. Do not pre-tin zinc-tin alloy-coated copper.
 - 3. Do not use torches for soldering.
 - 4. Heat surfaces to receive solder, and flow solder into joint. Fill joint completely. Completely remove flux and spatter from exposed surfaces.
 - 5. Stainless-Steel Soldering: Tin edges of uncoated sheets, using solder for stainless steel and acid flux. Promptly remove acid flux residue from metal after tinning and soldering. Comply with solder manufacturer's recommended methods for cleaning and neutralization.
 - 6. Copper Soldering: Tin edges of uncoated sheets, using solder for copper.
 - 7. Copper-Clad Stainless-Steel Soldering: Tin edges of uncoated sheets, using solder for copper-clad stainless steel.
- G. Rivets: Rivet joints in uncoated aluminum where necessary for strength.

3.4 ROOF-DRAINAGE SYSTEM INSTALLATION

- A. General: Install sheet metal roof-drainage items to produce complete roof-drainage system according to cited sheet metal standard unless otherwise indicated. Coordinate installation of roof perimeter flashing with installation of roof-drainage system.
- B. Hanging Gutters: Join sections with joints sealed with sealant. Provide for thermal expansion. Attach gutters at eave or fascia to firmly anchor them in position. Provide end closures and seal watertight with sealant. Slope to downspouts.
 - 1. Fasten gutter spacers to front and back of gutter.
 - 2. Anchor and loosely lock back edge of gutter to continuous cleat.
 - 3. Anchor gutter with straps spaced not more than 24 inches (600 mm) apart to roof deck, unless otherwise indicated, and loosely lock to front gutter bead.
- C. Downspouts: Join sections with 1-1/2-inch (38-mm) telescoping joints.
 - 1. Provide hangers with fasteners designed to hold downspouts securely to walls. Locate hangers at top and bottom and at approximately 60 inches (1500 mm) o.c.
 - 2. Provide elbows at base of downspout to direct water away from building.
 - 3. Connect downspouts to underground drainage system.

3.5 ROOF FLASHING INSTALLATION

- A. General: Install sheet metal flashing and trim to comply with performance requirements and cited sheet metal standard. Provide concealed fasteners where possible, and set units true to line, levels, and slopes. Install work with laps, joints, and seams that are permanently watertight and weather resistant.
- B. Roof Edge Flashing: Anchor to resist uplift and outward forces according to recommendations in FM Global Property Loss Prevention Data Sheet 1-49 for FM Approvals' listing for required windstorm classification. Interlock bottom edge of roof edge flashing with continuous cleat anchored to substrate at staggered 3-inch (75-mm) centers.
- C. Copings: Anchor to resist uplift and outward forces according to recommendations in FM Global Property Loss Prevention Data Sheet 1-49 for specified FM Approvals' listing for required windstorm classification.
- D. Pipe or Post Counterflashing: Install counterflashing umbrella with close-fitting collar with top edge flared for elastomeric sealant, extending minimum of 4 inches (100 mm) over base flashing. Install stainless-steel draw band and tighten.
- E. Counterflashing: Coordinate installation of counterflashing with installation of base flashing. Insert counterflashing in reglets or receivers and fit tightly to base flashing. Extend counterflashing 4 inches (100 mm) over base flashing. Lap counterflashing joints minimum of 4 inches (100 mm). Secure in waterproof manner by means of anchor and washer at 36-inch (910-mm) centers unless otherwise indicated.

F. Roof-Penetration Flashing: Coordinate installation of roof-penetration flashing with installation of roofing and other items penetrating roof. Seal with elastomeric sealant and clamp flashing to pipes that penetrate roof.

3.6 MISCELLANEOUS FLASHING INSTALLATION

A. Equipment Support Flashing: Coordinate installation of equipment support flashing with installation of roofing and equipment. Weld or seal flashing with elastomeric sealant to equipment support member.

3.7 ERECTION TOLERANCES

A. Installation Tolerances: Shim and align sheet metal flashing and trim within installed tolerance of 1/4 inch in 20 feet (6 mm in 6 m) on slope and location lines indicated on Drawings and within 1/8-inch (3-mm) offset of adjoining faces and of alignment of matching profiles.

3.8 CLEANING AND PROTECTION

- A. Clean exposed metal surfaces of substances that interfere with uniform oxidation and weathering.
- B. Clean and neutralize flux materials. Clean off excess solder.
- C. Clean off excess sealants.
- D. Remove temporary protective coverings and strippable films as sheet metal flashing and trim are installed unless otherwise indicated in manufacturer's written installation instructions. On completion of sheet metal flashing and trim installation, remove unused materials and clean finished surfaces as recommended by sheet metal flashing and trim manufacturer. Maintain sheet metal flashing and trim in clean condition during construction.
- E. Replace sheet metal flashing and trim that have been damaged or that have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.

END OF SECTION

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SECTION 077253 - SNOW GUARDS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Pad-type, flat-mounted snow guards.
- B. Related Sections:
 - 1. Section 073113 "Asphalt Shingles" for pad-mounted snow guards to be integrated with roof shingles.

1.3 ACTION SUBMITTALS

- A. Product Data: Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for snow guards.
- B. Shop Drawings: Include roof plans showing layouts and attachment details of snow guards.
 - 1. Include details of rail-type snow guards.
 - 2. Include calculation of number and location of snow guards based on snow load, roof slope, roof type, components, spacings, and finish.
- C. Samples: Full-size unit.

1.4 INFORMATIONAL SUBMITTALS

A. Product Test Reports: For each type of snow guard, for tests performed by manufacturer and witnessed by a qualified testing agency.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Performance Requirements: Provide snow guards that withstand exposure to weather and resist thermally induced movement without failure, rattling, or fastener disengagement due to defective manufacture, fabrication, installation, or other defects in construction.
 - 1. Temperature Change: 120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces.
- B. Structural Performance:
 - 1. Snow Loads: As indicated on Drawings.

2.2 PAD-TYPE SNOW GUARDS

- A. Flat-Mounted Metal Snow Guard Pads:
 - 1. Manufacturers: Subject to compliance with requirements, provide Alpine Pad-Mounted Snow Guard No. PD30 as manufactured by Alpine Snow Guards, a division of Vermont Slate & Copper Services, Inc. or comparable products by one of the following:
 - a. Berger Building Products, Inc.
 - b. IceBlox Inc.
 - c. Rocky Mountain Snow Guards, Inc.
 - 2. Material: Aluminum .
 - 3. Finish and Color: 'Kynar' Fluoropolymer two-coat; color as selected by Architect from manufacturer's full range.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions, with Installer present, for compliance with requirements for installation tolerances, snow guard attachment, and other conditions affecting performance of the Work.
 - 1. Verify compatibility with and suitability of substrates including compatibility with existing finishes or primers.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Clean and prepare substrates for bonding snow guards.
- B. Prime substrates according to snow guard manufacturer's written instructions.

3.3 INSTALLATION

- A. Install snow guards according to manufacturer's written instructions. Space rows as recommended by manufacturer.
- B. Attachment for Asphalt Shingles:
 - 1. Flat-Mounted, Snow Guard Pads: Mechanically anchored through predrilled holes with fasteners concealed by the shingles.

END OF SECTION

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SECTION 079200 - JOINT SEALANTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Silicone joint sealants.
 - 2. Urethane joint sealants.

1.3 ACTION SUBMITTALS

- A. Product Data: For each joint-sealant product.
- B. Sustainable Design Submittals:
 - 1. Product Data: For sealants, indicating VOC content.
 - 2. Laboratory Test Reports: For sealants, indicating compliance with requirements for lowemitting materials.
- C. Samples for Initial Selection: Manufacturer's color charts consisting of strips of cured sealants showing the full range of colors available for each product exposed to view.
- D. Samples for Verification: For each kind and color of joint sealant required, provide Samples with joint sealants in 1/2-inch- (13-mm-) wide joints formed between two 6-inch- (150-mm-) long strips of material matching the appearance of exposed surfaces adjacent to joint sealants.
- E. Joint-Sealant Schedule: Include the following information:
 - 1. Joint-sealant application, joint location, and designation.
 - 2. Joint-sealant manufacturer and product name.
 - 3. Joint-sealant formulation.
 - 4. Joint-sealant color.

1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For qualified testing agency.
- B. Product Test Reports: For each kind of joint sealant, for tests performed by manufacturer and witnessed by a qualified testing agency.

- C. Preconstruction Laboratory Test Schedule: Include the following information for each joint sealant and substrate material to be tested:
 - 1. Joint-sealant location and designation.
 - 2. Manufacturer and product name.
 - 3. Type of substrate material.
 - 4. Proposed test.
 - 5. Number of samples required.
- D. Preconstruction Laboratory Test Reports: From sealant manufacturer, indicating the following:
 - 1. Materials forming joint substrates and joint-sealant backings have been tested for compatibility and adhesion with joint sealants.
 - 2. Interpretation of test results and written recommendations for primers and substrate preparation are needed for adhesion.
- E. Preconstruction Field-Adhesion-Test Reports: Indicate which sealants and joint preparation methods resulted in optimum adhesion to joint substrates based on testing specified in "Preconstruction Testing" Article.
- F. Field-Adhesion-Test Reports: For each sealant application tested.
- G. Sample Warranties: For special warranties.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: An authorized representative who is trained and approved by manufacturer.
- B. Product Testing: Test joint sealants using a qualified testing agency.
 - 1. Testing Agency Qualifications: Qualified according to ASTM C 1021 to conduct the testing indicated.
- C. Mockups: Install sealant in mockups of assemblies specified in other Sections that are indicated to receive joint sealants specified in this Section. Use materials and installation methods specified in this Section.

1.6 PRECONSTRUCTION TESTING

- A. Preconstruction Laboratory Testing: Submit to joint-sealant manufacturers, for testing indicated below, samples of materials that will contact or affect joint sealants.
 - 1. Adhesion Testing: Use ASTM C 794 to determine whether priming and other specific joint preparation techniques are required to obtain rapid, optimum adhesion of joint sealants to joint substrates.
 - 2. Compatibility Testing: Use ASTM C 1087 to determine sealant compatibility when in contact with glazing and gasket materials.
 - 3. Submit manufacturer's recommended number of pieces of each type of material, including joint substrates, joint-sealant backings, and miscellaneous materials.

- 4. Schedule sufficient time for testing and analyzing results to prevent delaying the Work.
- 5. For materials failing tests, obtain joint-sealant manufacturer's written instructions for corrective measures, including use of specially formulated primers.
- 6. Testing will not be required if joint-sealant manufacturers submit data that are based on previous testing, not older than 24 months, of sealant products for adhesion to, staining of, and compatibility with joint substrates and other materials matching those submitted.
- B. Preconstruction Field-Adhesion Testing: Before installing sealants, field test their adhesion to Project joint substrates as follows:
 - 1. Locate test joints where indicated on Project or, if not indicated, as directed by Architect.
 - 2. Conduct field tests for each kind of sealant and joint substrate.
 - 3. Notify Architect seven days in advance of dates and times when test joints will be erected.
 - 4. Arrange for tests to take place with joint-sealant manufacturer's technical representative present.
 - a. Test Method: Test joint sealants according to Method A, Field-Applied Sealant Joint Hand Pull Tab, in Appendix X1.1 in ASTM C 1193 or Method A, Tail Procedure, in ASTM C 1521.
 - For joints with dissimilar substrates, verify adhesion to each substrate separately; extend cut along one side, verifying adhesion to opposite side. Repeat procedure for opposite side.
 - 5. Report whether sealant failed to adhere to joint substrates or tore cohesively. Include data on pull distance used to test each kind of product and joint substrate. For sealants that fail adhesively, retest until satisfactory adhesion is obtained.
 - 6. Evaluation of Preconstruction Field-Adhesion-Test Results: Sealants not evidencing adhesive failure from testing, in absence of other indications of noncompliance with requirements, will be considered satisfactory. Do not use sealants that fail to adhere to joint substrates during testing.

1.7 FIELD CONDITIONS

- A. Do not proceed with installation of joint sealants under the following conditions:
 - 1. When ambient and substrate temperature conditions are outside limits permitted by jointsealant manufacturer or are below 40 deg F (5 deg C).
 - 2. When joint substrates are wet.
 - 3. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
 - 4. Where contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

1.8 WARRANTY

- A. Special Installer's Warranty: Installer agrees to repair or replace joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
 - 1. Warranty Period: Two years from date of Substantial Completion.
- B. Special Manufacturer's Warranty: Manufacturer agrees to furnish joint sealants to repair or replace those joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
 - 1. Warranty Period: Five years from date of Substantial Completion.
- C. Special warranties specified in this article exclude deterioration or failure of joint sealants from the following:
 - 1. Movement of the structure caused by stresses on the sealant exceeding sealant manufacturer's written specifications for sealant elongation and compression.
 - 2. Disintegration of joint substrates from causes exceeding design specifications.
 - 3. Mechanical damage caused by individuals, tools, or other outside agents.
 - 4. Changes in sealant appearance caused by accumulation of dirt or other atmospheric contaminants.

PART 2 - PRODUCTS

2.1 JOINT SEALANTS, GENERAL

- A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer, based on testing and field experience.
- B. VOC Content: Sealants and sealant primers shall comply with the following:
 - 1. Architectural sealants shall have a VOC content of 250 g/L or less.
 - 2. Sealants and sealant primers for nonporous substrates shall have a VOC content of 250 g/L or less.
 - 3. Sealants and sealant primers for porous substrates shall have a VOC content of 775 g/L or less.
 - 4. Sealant shall comply with the testing and product requirements of the California Department of Public Health's "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers."
- C. Colors of Exposed Joint Sealants: As selected by Architect from manufacturer's full range.

2.2 SILICONE JOINT SEALANTS

- A. Joint Sealant JS-1: Silicone, S, NS, 100/50, NT: Single-component, nonsag, plus 100 percent and minus 50 percent movement capability, nontraffic-use, neutral-curing silicone joint sealant; ASTM C 920, Type S, Grade NS, Class 100/50, Use NT.
 - 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. GE Construction Sealants; SCS2700 SilPruf LM.
 - b. Sika Corporation U.S.; Sikasil WS-290 FPS.
 - c. Tremco; Spectrem 1.
 - 2. Applications: Exterior joints in vertical surfaces and horizontal nontraffic surfaces.
 - 3. Joint Locations:
 - a. Joints between metal surfaces.
 - b. Joints between wood surfaces.
 - c. Joints between materials listed above.
 - d. Perimeter joints between materials listed above and frames of doors, windows, and louvers.
 - 4. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.

2.3 URETHANE JOINT SEALANTS

- A. Joint Sealant JS-6: Urethane, M, NS, 50, NT: Multicomponent, nonsag, plus 50 percent and minus 50 percent movement capability nontraffic-use, urethane joint sealant; ASTM C 920, Type M, Grade NS, Class 50, Use NT.
 - 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Pecora Corporation; Dynatrol II.
 - b. Tremco Dymeric 240 FC.
 - c. BASF Corporation Master Seal NP 150 Tint Base
 - 2. Applications: Exterior joints in vertical surfaces and horizontal nontraffic surfaces.
 - 3. Joint Locations:
 - a. Joints between metal and wood surfaces.
 - b. Joints between materials listed above.
 - c. Perimeter joints between materials listed above and frames of doors, windows, and louvers.

2.4 IMMERSIBLE JOINT SEALANTS

A. Immersible Joint Sealants. Suitable for immersion in liquids; ASTM C 1247, Class 2; tested in deionized water unless otherwise indicated.

- 1. For use in locations subject to periodic or constant immersion in water (i.e. exterior joints between exterior walls and adjacent paving.)
- B. **Joint Sealant JS-8:** Urethane, Immersible, S, NS, 100/50, NT, I: Immersible, singlecomponent, nonsag, plus 100 percent and minus 50 percent movement capability, nontrafficuse, urethane joint sealant; ASTM C 920, Type S, Grade NS, Class 100/50, Uses NT, and I.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Tremco Incorporated.
- C. Joint Sealant JS-9: Urethane, Immersible, S, P, 25, T, NT, I: Immersible, single-component, pourable, plus 25 percent and minus 25 percent movement capability, traffic- and nontraffic-use, urethane joint sealant; ASTM C 920, Type S, Grade P, Class 25, Uses T, NT, and I.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Sika Corporation; Joint Sealants.
 - b. Tremco Incorporated.
 - c. W. R. Meadows, Inc.

2.5 JOINT-SEALANT BACKING

- A. Sealant Backing Material, General: Nonstaining; compatible with joint substrates, sealants, primers, and other joint fillers; and approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Alcot Plastics Ltd.
 - b. BASF Corporation; Construction Systems.
 - c. Construction Foam Products; a division of Nomaco, Inc.
- B. Cylindrical Sealant Backings: ASTM C 1330, Type C (closed-cell material with a surface skin) or Type O (open-cell material) as approved in writing by joint-sealant manufacturer for joint application indicated, and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.
- C. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint. Provide self-adhesive tape where applicable.

2.6 MISCELLANEOUS MATERIALS

A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.

- 1. Basis-of-Design Product: Subject to compliance with requirements, provide Sherwin-Williams Company (The); Loxon Quick Dry Primer, Loxon Porous Surfaces Primer, or a comparable product by one of the following:
 - a. Dow Corning Corporation.
 - b. GE Construction Sealants; Momentive Performance Materials Inc.
 - c. Tremco Incorporated.
- B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.
- C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:
 - 1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
 - 2. Clean porous joint substrate surfaces by brushing, grinding, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air. Porous joint substrates include the following:
 - a. Concrete.
 - b. Masonry.
 - c. Unglazed surfaces of ceramic tile.
 - d. Exterior insulation and finish systems.
 - 3. Remove laitance and form-release agents from concrete.

- 4. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants. Nonporous joint substrates include the following:
 - a. Metal.
 - b. Glass.
 - c. Porcelain enamel.
 - d. Glazed surfaces of ceramic tile.
- B. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or as indicated by preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.
- C. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.3 INSTALLATION OF JOINT SEALANTS

- A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.
- B. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- C. Install sealant backings of kind indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
 - 1. Do not leave gaps between ends of sealant backings.
 - 2. Do not stretch, twist, puncture, or tear sealant backings.
 - 3. Remove absorbent sealant backings that have become wet before sealant application, and replace them with dry materials.
- D. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.
- E. Install sealants using proven techniques that comply with the following and at the same time backings are installed:
 - 1. Place sealants so they directly contact and fully wet joint substrates.
 - 2. Completely fill recesses in each joint configuration.
 - 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
- F. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified in subparagraphs below to form

smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.

- 1. Remove excess sealant from surfaces adjacent to joints.
- 2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
- 3. Provide concave joint profile per Figure 8A in ASTM C 1193 unless otherwise indicated.
- 4. Provide flush joint profile at locations indicated on Drawings according to Figure 8B in ASTM C 1193.
- 5. Provide recessed joint configuration of recess depth and at locations indicated on Drawings according to Figure 8C in ASTM C 1193.
 - a. Use masking tape to protect surfaces adjacent to recessed tooled joints.

3.4 FIELD QUALITY CONTROL

- A. Field-Adhesion Testing: Field test joint-sealant adhesion to joint substrates as follows:
 - 1. Extent of Testing: Test completed and cured sealant joints as follows:
 - a. Perform 10 tests for the first 1000 feet (300 m) of joint length for each kind of sealant and joint substrate.
 - b. Perform one test for each 1000 feet (300 m) of joint length thereafter or one test per each floor per elevation.
 - 2. Test Method: Test joint sealants according to Method A, Field-Applied Sealant Joint Hand Pull Tab, in Appendix X1 in ASTM C 1193 or Method A, Tail Procedure, in ASTM C 1521.
 - a. For joints with dissimilar substrates, verify adhesion to each substrate separately; extend cut along one side, verifying adhesion to opposite side. Repeat procedure for opposite side.
 - 3. Inspect tested joints and report on the following:
 - a. Whether sealants filled joint cavities and are free of voids.
 - b. Whether sealant dimensions and configurations comply with specified requirements.
 - c. Whether sealants in joints connected to pulled-out portion failed to adhere to joint substrates or tore cohesively. Include data on pull distance used to test each kind of product and joint substrate. Compare these results to determine if adhesion complies with sealant manufacturer's field-adhesion hand-pull test criteria.
 - 4. Record test results in a field-adhesion-test log. Include dates when sealants were installed, names of persons who installed sealants, test dates, test locations, whether joints were primed, adhesion results and percent elongations, sealant material, sealant configuration, and sealant dimensions.
 - 5. Repair sealants pulled from test area by applying new sealants following same procedures used originally to seal joints. Ensure that original sealant surfaces are clean and that new sealant contacts original sealant.

B. Evaluation of Field-Adhesion-Test Results: Sealants not evidencing adhesive failure from testing or noncompliance with other indicated requirements will be considered satisfactory. Remove sealants that fail to adhere to joint substrates during testing or to comply with other requirements. Retest failed applications until test results prove sealants comply with indicated requirements.

3.5 CLEANING

A. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

3.6 **PROTECTION**

A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out, remove, and repair damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from original work.

END OF SECTION

SECTION 092900 - GYPSUM BOARD

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Interior gypsum board.
- B. Related Requirements:
 - 1. Section 061053 "Miscellaneous Rough Carpentry".

1.2 ACTION SUBMITTALS

- A. Product Data: For the following:
 - 1. Gypsum ceiling board.
- B. Shop Drawings: Show locations and installation of control and expansion joints, including plans, elevations, sections, details of components, and attachments to other work.
- C. Samples: For the following products:
 - 1. Trim Accessories: Full-size Sample in 12-inch- (300-mm-) long length for each trim accessory indicated.
- D. Samples for Initial Selection: For each type of trim accessory indicated.
- E. Samples for Verification: For the following products:
 - 1. Trim Accessories: Full-size Sample in 12-inch- (300-mm-) long length for each trim accessory indicated.

1.3 MOCKUPS

- A. Build mockups of at least 100 sq. ft. (9 sq. m) in surface area to demonstrate aesthetic effects and to set quality standards for materials and execution.
 - 1. Build mockups for the following:
 - a. Each level of gypsum board finish indicated for use in exposed locations.
 - 2. Apply or install final decoration indicated, including painting and wallcoverings, on exposed surfaces for review of mockups.
 - 3. Simulate finished lighting conditions for review of mockups.

4. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.4 DELIVERY, STORAGE AND HANDLING

A. Store materials inside under cover and keep them dry and protected against weather, condensation, direct sunlight, construction traffic, and other potential causes of damage. Stack panels flat and supported on risers on a flat platform to prevent sagging.

1.5 FIELD CONDITIONS

- A. Environmental Limitations: Comply with ASTM C840 requirements or gypsum board manufacturer's written instructions, whichever are more stringent.
- B. Do not install paper-faced gypsum panels until installation areas are enclosed and conditioned.
- C. Do not install panels that are wet, moisture damaged, and mold damaged.
 - 1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
 - 2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

PART 2 - PRODUCTS

2.1 SOURCE LIMITATIONS

- A. Obtain each type of gypsum panel and joint finishing material from single source with resources to provide products of consistent quality in appearance and physical properties.
- B. Provide only gypsum board products manufactured within the borders of the United States of America. Imported products will be rejected.

2.2 GYPSUM BOARD, GENERAL

A. Size: Provide maximum lengths and widths available that will minimize joints in each area and that correspond with support system indicated.

2.3 INTERIOR GYPSUM BOARD

- A. Gypsum Ceiling Board: ASTM C1396/C1396M.
 - 1. <u>Reference</u> Basis of Design specified above.
 - 2. Thickness: 5/8 inch (15.9 mm)
 - 3. Long Edges: Tapered.
 - 4. Mold Resistance: ASTM D3273, score of 10 as rated according to ASTM D3274.

2.4 TRIM ACCESSORIES

- A. Interior Trim: ASTM C1047.
 - 1. Material: Galvanized or aluminum-coated steel sheet, rolled zinc, plastic, or paper-faced galvanized-steel sheet . Products by gypsum board manufacturer:
 - 2. Shapes:
 - a. LC-Bead: J-shaped; exposed long flange receives joint compound.
 - b. L-Bead: L-shaped; exposed long flange receives joint compound.
 - c. U-Bead: J-shaped; exposed short flange does not receive joint compound.

2.5 JOINT TREATMENT MATERIALS

- A. General: Comply with ASTM C475/C475M.
- B. Joint Tape:
 - 1. Interior Gypsum Board: Paper.
- C. Joint Compound for Interior Gypsum Board: For each coat, use formulation that is compatible with other compounds applied on previous or for successive coats.
 - 1. Prefilling: At open joints, rounded or beveled panel edges, and damaged surface areas, use setting-type taping compound.
 - 2. Embedding and First Coat: For embedding tape and first coat on joints, fasteners, and trim flanges, use setting-type taping compound.
 - 3. Fill Coat: For second coat, use setting-type, sandable topping compound.
 - 4. Finish Coat: For third coat, use drying-type, all-purpose compound.
 - 5. Skim Coat: For final coat of Level 5 finish, use setting-type, sandable topping compound

2.6 AUXILIARY MATERIALS

- A. Provide auxiliary materials that comply with referenced installation standards and manufacturer's written instructions.
- B. Steel Drill Screws: ASTM C1002 unless otherwise indicated.
 - 1. Use screws complying with ASTM C954 for fastening panels to steel members from 0.033 to 0.112 inch (0.84 to 2.84 mm) thick.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas and substrates including welded hollow-metal frames and support framing, with Installer present, for compliance with requirements and other conditions affecting performance of the Work.

- B. Examine panels before installation. Reject panels that are wet, moisture damaged, and mold damaged.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION AND FINISHING OF PANELS, GENERAL

- A. Comply with ASTM C840.
- B. Install ceiling panels across framing to minimize the number of abutting end joints and to avoid abutting end joints in central area of each ceiling. Stagger abutting end joints of adjacent panels not less than one framing member.
- C. Install panels with face side out. Butt panels together for a light contact at edges and ends with not more than 1/16 inch (1.5 mm) of open space between panels. Do not force into place.
- D. Locate edge and end joints over supports, except in ceiling applications where intermediate supports or gypsum board back-blocking is provided behind end joints. Do not place tapered edges against cut edges or ends. Stagger vertical joints on opposite sides of partitions. Do not make joints other than control joints at corners of framed openings.
- E. Form control and expansion joints with space between edges of adjoining gypsum panels.
- F. Wood Framing: Install gypsum panels over wood framing, with floating internal corner construction. Do not attach gypsum panels across the flat grain of wide-dimension lumber, including floor joists and headers. Float gypsum panels over these members or provide control joints to counteract wood shrinkage.

3.3 INSTALLATION OF INTERIOR GYPSUM BOARD

- A. Install interior gypsum board in the following locations:
 - 1. Type X: Ceilings in all locations.
- B. Single-Layer Application:
 - 1. On ceilings, apply gypsum panels before wall/partition board application to greatest extent possible and at right angles to framing unless otherwise indicated.
 - 2. Fastening Methods: Apply gypsum panels to supports with steel drill screws.

3.4 INSTALLATION OF TRIM ACCESSORIES

- A. General: For trim with back flanges intended for fasteners, attach to framing with same fasteners used for panels. Otherwise, attach trim according to manufacturer's written instructions.
- B. Interior Trim: Install in the following locations:
 - 1. Cornerbead: Use at outside corners unless otherwise indicated.
 - 2. U-Bead: Use at exposed panel edges .

3.5 FINISHING OF GYPSUM BOARD

- A. General: Treat gypsum board joints, interior angles, edge trim, control joints, penetrations, fastener heads, surface defects, and elsewhere as required to prepare gypsum board surfaces for decoration. Promptly remove residual joint compound from adjacent surfaces.
- B. Prefill open joints and damaged surface areas.
- C. Apply joint tape over gypsum board joints, except for trim products specifically indicated as not intended to receive tape.
- D. Gypsum Board Finish Levels: Finish panels to levels indicated below and according to ASTM C840:
 - 1. Level 1: Ceiling plenum areas, concealed areas, and where indicated.
 - 2. Level5: At panel surfaces that will be exposed to view unless otherwise indicated.
 - a. Primer and its application to surfaces are specified in Section 099123 "Interior Painting."

3.6 **PROTECTION**

- A. Protect adjacent surfaces from drywall compound and promptly remove from floors and other non-drywall surfaces. Repair surfaces stained, marred, or otherwise damaged during drywall application.
- B. Protect installed products from damage from weather, condensation, direct sunlight, construction, and other causes during remainder of the construction period.
- C. Remove and replace panels that are wet, moisture damaged, and mold damaged.
 - 1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
 - 2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

END OF SECTION

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SECTION 099113 - EXTERIOR PAINTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes surface preparation and the application of paint systems on the following exterior substrates:
 - 1. Concrete masonry units (CMU).
 - 2. Steel.
 - 3. Galvanized metal.
 - 4. Wood.
- B. Paint exposed surfaces, except where these Specifications indicate that the surface or material is not to be painted or is to remain natural. If an item or a surface is not specifically mentioned, paint the item or surface the same as similar adjacent materials or surfaces. If a color of finish is not indicated, Architect will select from standard colors and finishes available.
 - 1. Painting includes field painting of exposed bare and covered pipes and ducts (including color coding), hangers, exposed steel and iron supports, loose steel lintels, and surfaces of mechanical and electrical equipment that do not have a factory-applied final finish.
 - 2. Painting includes field painting of exterior gas piping and steel lintels at all existing and new openings.
- C. Do not paint prefinished items, concealed surfaces, finished metal surfaces, operating parts, and labels.
 - 1. Prefinished items include the following factory-finished components:
 - a. Finished mechanical and electrical equipment.
 - b. Light fixtures.
 - 2. Finished metal surfaces include the following:
 - a. Anodized aluminum.
 - b. Stainless steel.
 - c. Chromium plate.
 - d. Copper and copper alloys.
 - e. Bronze and brass.
 - 3. Operating parts include moving parts of operating equipment and the following:

- a. Valve and damper operators.
- b. Linkages.
- c. Sensing devices.
- d. Motor and fan shafts.
- 4. Labels: Do not paint over UL, FMG, or other code-required labels or equipment name, identification, performance rating, or nomenclature plates.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product. Include preparation requirements and application instructions.
 - 1. Indicate VOC content.
- B. Samples for Initial Selection: For each type of topcoat product.
 - 1. Submit Samples on rigid backing, 8 inches (200 mm) square.
 - 2. Label each coat of each Sample.
 - 3. Label each Sample for location and application area.
- C. Product List: For each product indicated, include the following:
 - 1. Cross-reference to paint system and locations of application areas. Use same designations indicated on Drawings and in schedules.
 - 2. Indicate VOC content.

1.4 CLOSEOUT SUBMITTALS

A. Coating Maintenance Manual: Provide coating maintenance manual including area summary with finish schedule, area detail designating location where each product/color/finish was used, product data pages, material safety data sheets, care and cleaning instructions, touch-up procedures, and color samples of each color and finish used.

1.5 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Paint: Furnish an additional two percent (2%) of each material and color used but not less than 1 gal. (3.8 L) of each material and color applied.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Delivery and Handling: Deliver products to Project site in an undamaged condition in manufacturer's original sealed containers, complete with labels and instructions for handling, storing, unpacking, protecting, and installing. Packaging shall bear the manufacture's label with the following information:

- 1. Product name and type (description).
- 2. Batch date.
- 3. Color number.
- 4. VOC content.
- 5. Environmental handling requirements.
- 6. Surface preparation requirements.
- 7. Application instructions.
- B. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F (7 deg C).
 - 1. Maintain containers in clean condition, free of foreign materials and residue.
 - 2. Remove rags and waste from storage areas daily.

1.7 FIELD CONDITIONS

- A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F (10 and 35 deg C).
- B. Do not apply paints in snow, rain, fog, or mist; when relative humidity exceeds 85 percent; at temperatures less than 5 deg F (3 deg C) above the dew point; or to damp or wet surfaces.
- C. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
 - 1. If suspected hazardous materials are encountered, do not disturb; immediately notify Architect and Owner.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Basis-of-Design Product: Subject to compliance with requirements, provide Sherwin-Williams Company (The); products indicated or comparable product from one of the following:
 - 1. Benjamin Moore & Co.
 - 2. PPG Architectural Coatings.
 - 3. Valspar Corporation Architectural (Pro).
- B. Comparable Products: Comparable products of approved manufacturers will be considered in accordance with Section 016000 "Product Requirements," and the following:
 - 1. Products are approved by manufacturer in writing for application specified.
 - 2. Products meet performance and physical characteristics of basis of design product including published ratio of solids by volume, plus or minus two percent.
- C. Source Limitations: Obtain paint materials from single source from single listed manufacturer.

1. Manufacturer's designations listed on a separate color schedule are for color reference only and do not indicate prior approval.

2.2 PAINT, GENERAL

- A. Material Compatibility:
 - 1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
 - 2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.
- B. VOC Content: For field applications, provide paints and coatings that complies with VOC content limits of authorities having jurisdiction.
- C. Colors: As selected by Architect from manufacturer's standard and premium color range .

2.3 SOURCE QUALITY CONTROL

- A. Testing of Paint Materials: Owner reserves the right to invoke the following procedure:
 - 1. Owner will engage the services of a qualified testing agency to sample paint materials. Contractor will be notified in advance and may be present when samples are taken. If paint materials have already been delivered to Project site, samples may be taken at Project site. Samples will be identified, sealed, and certified by testing agency.
 - 2. Testing agency will perform tests for compliance with product requirements.
 - 3. Owner may direct Contractor to stop applying paints if test results show materials being used do not comply with product requirements. Contractor shall remove noncomplying paint materials from Project site, pay for testing, and repaint surfaces painted with rejected materials. Contractor will be required to remove rejected materials from previously painted surfaces if, on repainting with complying materials, the two paints are incompatible.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers. Where acceptability of substrate conditions is in question, apply samples and perform in-situ testing to verify compatibility, adhesion, and film integrity of new paint application.
 - 1. Report, in writing, conditions that may affect application, appearance, or performance of paint.

- B. Substrate Conditions:
 - 1. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
 - a. Masonry (Clay and CMU): 12 percent.
 - b. Wood: 15 percent.
- C. Proceed with coating application only after unsatisfactory conditions have been corrected; application of coating indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations in "MPI Manual" applicable to substrates and paint systems indicated.
- B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
 - 1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection.
- C. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.
 - 1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.
- D. Masonry Substrates: Remove efflorescence and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces or mortar joints exceeds that permitted in manufacturer's written instructions.
- E. Steel Substrates: Remove rust, loose mill scale, and shop primer if any. Clean using methods recommended in writing by paint manufacturer but not less than the following:
 - 1. SSPC-SP 2, "Hand Tool Cleaning."
 - 2. SSPC-SP 3, "Power Tool Cleaning."
 - 3. SSPC-SP 7/NACE No. 4, "Brush-off Blast Cleaning."
 - 4. SSPC-SP 11, "Power Tool Cleaning to Bare Metal."
- F. Shop-Primed Steel Substrates: Clean field welds, bolted connections, and abraded areas of shop paint, and paint exposed areas with the same material as used for shop priming to comply with SSPC-PA 1 for touching up shop-primed surfaces.
- G. Galvanized-Metal Substrates: Remove grease and oil residue from galvanized sheet metal by mechanical methods to produce clean, lightly etched surfaces that promote adhesion of subsequently applied paints.
 - 1. Test galvanized steel for pre-treatment films as per ASTM D2092 Method B201.
 - 2. Solvent-clean galvanized steel as per SSPC-SP1 and apply a test patch of prime coating.

- 3. Test a minimum area of two square feet. Check the initial adhesion after twenty-four hours, and if it exhibits less than perfect adhesion, allow the paint to cure a minimum of seven days before checking adhesion again.
- 4. Evaluate adhesion as per paint manufacturer's instructions. Follow-up with additional surface treatment if required.
- H. Wood Substrates:
 - 1. Scrape and clean knots. Before applying primer, apply coat of knot sealer recommended in writing by topcoat manufacturer for exterior use in paint system indicated.
 - 2. Sand surfaces that will be exposed to view, and dust off.
 - 3. Prime edges, ends, faces, undersides, and backsides of wood.
 - 4. After priming, fill holes and imperfections in the finish surfaces with putty or plastic wood filler. Sand smooth when dried.

3.3 APPLICATION

- A. Apply paints according to manufacturer's written instructions and recommendations in "MPI Manual."
 - 1. Use applicators and techniques suited for paint and substrate indicated.
 - 2. Paint surfaces behind movable items same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed items with prime coat only.
 - 3. Paint both sides and edges of exterior doors and entire exposed surface of exterior door frames.
 - 4. Paint entire exposed surface of window frames and sashes.
 - 5. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
 - 6. Primers specified in painting schedules may be omitted on items that are factory primed or factory finished if acceptable to topcoat manufacturers.
- B. Tint undercoats same color as topcoat, but tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of same material are to be applied. Provide sufficient difference in shade of undercoats to distinguish each separate coat.
- C. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.
- D. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.
- E. Painting Fire Suppression, Plumbing, HVAC, Electrical, Communication, and Electronic Safety and Security Work:
 - 1. Paint the following work where exposed to view:
 - a. Uninsulated metal piping.
 - b. Uninsulated plastic piping.
 - c. Pipe hangers and supports.

- d. Metal conduit.
- e. Plastic conduit.
- f. Tanks that do not have factory-applied final finishes.

3.4 FIELD QUALITY CONTROL

- A. Dry Film Thickness Testing: Owner may engage the services of a qualified testing and inspecting agency to inspect and test paint for dry film thickness.
 - 1. Contractor shall touch up and restore painted surfaces damaged by testing.
 - 2. If test results show that dry film thickness of applied paint does not comply with paint manufacturer's written recommendations, Contractor shall pay for testing and apply additional coats as needed to provide dry film thickness that complies with paint manufacturer's written recommendations.

3.5 CLEANING AND PROTECTION

- A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.
- B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
- C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.
- D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.6 EXTERIOR PAINTING SCHEDULE

- A. CMU Substrates:
 - 1. Latex System:
 - a. Block Filler: Block filler, latex, interior/exterior:
 - 1) S-W PrepRite Block Filler, B25W25, at 75 to 125 sq. ft. per gal. (1.84 to 3.07 sq. m per liter).
 - b. Intermediate Coat: Latex, exterior, matching topcoat.
 - c. Topcoat: Latex, exterior, semi-gloss.
 - 1) S-W Solo Acrylic Semi-Gloss, A76 Series, at 4.0 mils (0.102 mm) wet, 1.5 mils (0.038 mm) dry, per coat.
- B. Ferrous Metal, Galvanized-Metal, and Aluminum Substrates:

- 1. Water-Based Light Industrial Coating System:
 - a. Prime Coat: Primer, water based.
 - 1) S-W Pro Industrial Pro-Cryl Universal Primer, B66-310 Series, 5.0 to 10.0 mils (0.127 to 0.254 mm) wet, 2.0 to 4.0 mils (0.051 to 0.102 mm) dry.
 - b. Intermediate Coat: Light industrial coating, exterior, water based, matching topcoat.
 - c. Topcoat: Light industrial coating, exterior, water based, gloss.
 - 1) S-W Pro Industrial Acrylic Gloss Coating, B66-600 Series, at 2.5 to 4.0 mils (0.064 to 0.102 mm) dry, per coat.
- C. Wood Substrates: Including exposed wood items not indicated to receive shop-applied finish.
 - 1. Latex System:
 - a. Prime Coat: Primer, latex for exterior wood.
 - 1) S-W Exterior Latex Primer, B42, at 4.0 mils (0.102 mm) wet, 1.4 mils (0.036 mm) dry, per coat.
 - b. Intermediate Coat: Latex, exterior, matching topcoat.
 - c. Topcoat: Latex, exterior, semi-gloss:
 - 1) S-W Solo Acrylic Semi-Gloss, A76 Series, at 4.0 mils (0.102 mm) wet, 1.5 mils (0.038 mm) dry, per coat.

END OF SECTION

SECTION 099123 - INTERIOR PAINTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes surface preparation and the application of paint systems on the following interior substrates:
 - 1. Wood.
 - 2. Gypsum board.
- B. Paint all exposed surfaces, except where these Specifications indicate that the surface or material is not to be painted or is to remain natural. If an item or a surface is not specifically mentioned, paint the item or surface the same as similar adjacent materials or surfaces. If a color of finish is not indicated, Architect will select from standard colors and finishes available.
- C. Related Requirements:
 - 1. Section 099113 "Exterior Painting" for surface preparation and the application of paint systems on exterior substrates.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product. Include preparation requirements and application instructions.
 - 1. Indicate VOC content.
- B. Samples for Initial Selection: For each type of topcoat product.
- C. Samples for Verification: For each type of paint system and in each color and gloss of topcoat.
 - 1. Submit Samples on rigid backing, 8 inches (200 mm) square.
 - 2. Label each coat of each Sample.
 - 3. Label each Sample for location and application area.
- D. Product List: For each product indicated, include the following:
 - 1. Cross-reference to paint system and locations of application areas. Use same designations indicated on Drawings and in schedules.
 - 2. Indicate VOC content.

1.4 CLOSEOUT SUBMITTALS

A. Coating Maintenance Manual: Provide coating maintenance manual including area summary with finish schedule, area detail designating location where each product/color/finish was used, product data pages, material safety data sheets, care and cleaning instructions, touch-up procedures, and color samples of each color and finish used.

1.5 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Paint: 5 percent, but not less than 1 gal. (3.8 L) of each material and color applied.

1.6 QUALITY ASSURANCE

- A. Mockups: Apply mockups of each paint system indicated and each color and finish selected to verify preliminary selections made under Sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
 - 1. Architect will select one surface to represent surfaces and conditions for application of each paint system specified in Part 3.
 - a. Vertical and Horizontal Surfaces: Provide samples of at least 100 sq. ft. (9 sq. m).
 - b. Other Items: Architect will designate items or areas required.
 - 2. Final approval of color selections will be based on mockups.
 - a. If preliminary color selections are not approved, apply additional mockups of additional colors selected by Architect at no added cost to Owner.
 - 3. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
 - 4. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Delivery and Handling: Deliver products to Project site in an undamaged condition in manufacturer's original sealed containers, complete with labels and instructions for handling, storing, unpacking, protecting, and installing. Packaging shall bear the manufacturer's label with the following information:
 - 1. Product name and type (description).
 - 2. Batch date.
 - 3. Color number.
 - 4. VOC content.
 - 5. Environmental handling requirements.

- 6. Surface preparation requirements.
- 7. Application instructions.
- B. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F (7 deg C).
 - 1. Maintain containers in clean condition, free of foreign materials and residue.
 - 2. Remove rags and waste from storage areas daily.

1.8 FIELD CONDITIONS

- A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F (10 and 35 deg C).
- B. Do not apply paints when relative humidity exceeds 85 percent; at temperatures less than 5 deg F (3 deg C) above the dew point; or to damp or wet surfaces.
- C. Lead Paint: It is not expected that lead paint will be encountered in the Work.
 - 1. If suspected lead paint is encountered, do not disturb; immediately notify Architect and Owner.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Basis-of-Design Product: Subject to compliance with requirements, provide Sherwin-Williams Company (The); products indicated or comparable products from one of the following:
 - 1. Benjamin Moore & Co.
 - 2. PPG Architectural Coatings.
 - 3. Pratt & Lambert.
 - 4. Valspar Corporation Architectural (Pro).
- B. Comparable Products: Comparable products of approved manufacturers will be considered in accordance with Section 016000 "Product Requirements," and the following:
 - 1. Products are approved by manufacturer in writing for application specified.
 - 2. Products meet performance and physical characteristics of basis of design product including published ratio of solids by volume, plus or minus two percent.
- C. Source Limitations: Obtain paint materials from single source from single listed manufacturer.
 - 1. Manufacturer's designations listed on a separate color schedule are for color reference only and do not indicate prior approval.

2.2 PAINT, GENERAL

- A. Material Compatibility:
 - 1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
 - 2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.
- B. VOC Content: For field applications that are inside the weatherproofing system, paints and coatings shall provide materials that comply with VOC limits of authorities having jurisdiction and for interior paints and coatings applied at Project site, the following VOC limits exclusive of colorants added to a tint base, when calculated according to 40 CFR 59, Subpart D (EPA Method 24):
 - 1. Flat Paints and Coatings: 50 g/L.
 - 2. Nonflat Paints and Coatings: 150 g/L.
 - 3. Primers, Sealers, and Undercoaters: 200 g/L.
- C. Low-Emitting Materials: Interior paints and coatings shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small Scale Environmental Chambers."
- D. Colors: As selected by Architect from manufacturer's standard and premium color range.

2.3 SOURCE QUALITY CONTROL

- A. Testing of Paint Materials: Owner reserves the right to invoke the following procedure:
 - 1. Owner will engage the services of a qualified testing agency to sample paint materials. Contractor will be notified in advance and may be present when samples are taken. If paint materials have already been delivered to Project site, samples may be taken at Project site. Samples will be identified, sealed, and certified by testing agency.
 - 2. Testing agency will perform tests for compliance with product requirements.
 - 3. Owner may direct Contractor to stop applying coatings if test results show materials being used do not comply with product requirements. Contractor shall remove noncomplying paint materials from Project site, pay for testing, and repaint surfaces painted with rejected materials. Contractor will be required to remove rejected materials from previously painted surfaces if, on repainting with complying materials, the two paints are incompatible.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers. Where acceptability of substrate conditions is in question, apply samples and perform in-situ testing to verify compatibility, adhesion, and film integrity of new paint application.
 - 1. Report, in writing, conditions that may affect application, appearance, or performance of paint.
- B. Substrate Conditions:
 - 1. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
 - a. Wood: 15 percent.
 - b. Gypsum Board: 12 percent.
 - 2. Gypsum Board Substrates: Verify that finishing compound is sanded smooth.
- C. Proceed with coating application only after unsatisfactory conditions have been corrected; application of coating indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations in "MPI Manual" applicable to substrates indicated.
- B. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.
 - 1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.
- C. Wood Substrates:
 - 1. Scrape and clean knots, and apply coat of knot sealer before applying primer.
 - 2. Sand surfaces that will be exposed to view, and dust off.
 - 3. Prime edges, ends, faces, undersides, and backsides of wood.
 - 4. After priming, fill holes and imperfections in the finish surfaces with putty or plastic wood filler. Sand smooth when dried.

3.3 APPLICATION

- A. Apply paints according to manufacturer's written instructions and to recommendations in "MPI Manual."
 - 1. Use applicators and techniques suited for paint and substrate indicated.
 - 2. Paint surfaces behind movable equipment and furniture same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed equipment or furniture with prime coat only.
 - 3. Paint front and backsides of access panels, removable or hinged covers, and similar hinged items to match exposed surfaces.
 - 4. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
 - 5. Primers specified in painting schedules may be omitted on items that are factory primed or factory finished if acceptable to topcoat manufacturers.
- B. Tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of same material are to be applied. Tint undercoats to match color of topcoat, but provide sufficient difference in shade of undercoats to distinguish each separate coat.
- C. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.
- D. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.
- E. Painting Fire Suppression, Plumbing, HVAC, Electrical, Communication, and Electronic Safety and Security Work:

a.

- 2. Paint the following work where exposed in occupied spaces:
 - a. Equipment, including panelboards.
 - b. Uninsulated metal piping.
 - c. Uninsulated plastic piping.
 - d. Pipe hangers and supports.
 - e. Metal conduit.
 - f. Plastic conduit.
 - g. Duct, equipment, and pipe insulation having cotton or canvas insulation covering or other paintable jacket material.
 - h. Other items as directed by Architect.
- 3. Paint portions of internal surfaces of metal ducts, without liner, behind air inlets and outlets that are visible from occupied spaces.

3.4 FIELD QUALITY CONTROL

A. Dry Film Thickness Testing: Owner may engage the services of a qualified testing and inspecting agency to inspect and test paint for dry film thickness.

- 1. Contractor shall touch up and restore painted surfaces damaged by testing.
- 2. If test results show that dry film thickness of applied paint does not comply with paint manufacturer's written recommendations, Contractor shall pay for testing and apply additional coats as needed to provide dry film thickness that complies with paint manufacturer's written recommendations.

3.5 CLEANING AND PROTECTION

- A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.
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- D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.6 INTERIOR PAINTING SCHEDULE

- A. Wood Substrates: Including exposed wood items not indicated to receive shop-applied finish.
 - 1. Latex System:
 - a. Prime Coat: Primer sealer, latex, interior:
 - 1) S-W PrepRite ProBlock Primer Sealer, B51-620 Series, at 4.0 mils (0.102 mm) wet, 1.4 mils (0.036 mm) dry.
 - b. Intermediate Coat: Latex, interior, matching topcoat.
 - c. Topcoat: Latex, interior, semigloss:
 - S-W ProMar 200 Zero VOC Latex Eg-Shel, B20-2600 Series, at 4.0 mils (0.102 mm) wet, 1.7 mils (0.043 mm) dry, per coat.

B. Gypsum Board Substrates:

- 1. Latex System:
 - a. Prime Coat: Primer, latex, interior:
 - 1) S-W ProMar 200 Zero VOC Latex Primer, B28W2600, at 4.0 mils (0.102 mm) wet, 1.0 mils (0.025 mm) dry.
 - b. Intermediate Coat: Latex, interior, matching topcoat.
 - c. Topcoat: Latex, interior, eggshell:

- 1) S-W ProMar 200 Zero VOC Latex Semi-Gloss, B31-2600 Series, at 4.0 mils (0.102 mm) wet, 1.6 mils (0.041 mm) dry, per coat.
- C. Cotton or Canvas and ASJ (All Service Jacket) Insulation-Covering Substrates: Including pipe and duct coverings.
 - 1. For aluminum-foil surfaced service jacketing, follow products and procedures for metal surfaces specified above.
 - 2. Institutional Low-Odor/VOC Latex System:
 - a. Prime Coat: Interior latex primer sealer.
 - b. Intermediate Coat: Matching topcoat.
 - c. Topcoat: Interior, latex, institutional low odor/VOC, eggshell.

END OF SECTION