

**RED CLAY CONSOLIDATED SCHOOL DISTRICT
OWNER'S CONTRACT # 2-26-56**

**SPECIFICATIONS
FOR**

**MEADOWOOD SCHOOL & EXTENSION ROOF
REPLACEMENT**

AT

**MEADOWOOD SCHOOL
55-A SOUTH MEADOWOOD DRIVE
WILMINGTON, DELAWARE 19711**

**PREPARED
BY**



**BECKER MORGAN GROUP, INC.
PROJECT NO. 2025100.00**

**ISSUE FOR BID
MAY1, 2026**

NOT FOR BIDDING PURPOSES

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**SECTION 00 0101
PROJECT TITLE PAGE**

PART 1 GENERAL

2.01 PROJECT MANUAL

- A. Owner: State of Delaware, Red Clay Consolidated School District.
- B. Agency Name: Maintenance & Facilities Office.
- C. Owner Contract No.: 2-26-56.
- D. Project Name: Meadowood School & Extension Roof Replacement
- E. Project Location: 55-A South Meadowood Drive, Wilmington, Delaware 19711.
- F. Architect: Becker Morgan Group, Inc.
- G. Architect Project No.: 2025100.00.
- H. Issued: Issue for Bid
- I. Issue Date: May1, 2026.

END OF SECTION 00 0101

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**SECTION 00 0107
PROFESSIONAL SEALS PAGE**

1.01 DESIGN PROFESSIONALS OF RECORD:

A. Architect:

SEAL

1. Becker Morgan Group, Inc.
2. Brad A. Hastings, AIA, LEED AP; License No. 0005276
3. Expiration Date: 01/31/2028
4. Responsible for Divisions 00 - 12 Sections except
where indicated as prepared by other design professionals of record.

END OF SECTION 00 0107

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00 4113 - Bid Form

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MEADOWOOD SCHOOL & EXTENSION
ROOF REPLACEMENT
Owner's Contract / 2-26-56

RED CLAY CONSOLIDATED
SCHOOL DISTRICT
April 22 , 2026

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05 3100 - Steel Decking
05 5000 - Metal Fabrications
05 5133 - Metal Ladders
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Division 07 -- Thermal and Moisture Protection
07 0150.19 - Preparation for Re-Roofing
07 5216 - Modified Bitumen Roofing (Alternate 01)
07 5323 - Ethylene-Propylene-Diene-Monomer (EPDM) Roofing
07 7100 - Roof Specialties
07 7123 - Manufactured Gutters and Downspouts
07 7200 - Roof Accessories
07 9200 - Joint Sealants
Division 08 -- Openings (NOT USED)
Division 09 -- Finishes
09 9600 - High-Performance Coatings
Division 10 -- Specialties (NOT USED)
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**SECTION 00 0115
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AR101 ROOF PLAN
AR102 EXTENSION BUILDING ROOF PLANS
AR103 CANOPY PLAN
AR501 EPDM MANUFACTURERS TYPICAL DETAIL
AR502 MODIFIED BITUMEN MANUF. TYPICAL DETAILS - ALTERNATE 01
AR503 MODIFIED BITUMEN MANUF. TYPICAL DETAILS - ALTERNATE 01

END OF SECTION 00 0115

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**SECTION 00 1116
INVITATION TO BID**

Sealed bids for **Red Clay Consolidated School District Contract No. 2-26-56 for Meadowood School & Extension Roof Replacement**, will be received by the Red Clay Consolidated School District, at 1502 Spruce Avenue, Wilmington, Delaware 19805 until 11:00 am local time on, Thursday, June 11, 2026, at which time they will be publicly opened and read aloud in the Conference Room. Bidder bears the risk of late delivery. Any bids received after the stated time will be returned unopened.

Project description....

A **MANDATORY** Pre-Bid Meeting will be held on, Tuesday, May 26, 2026, at 1:00 pm at the Stanton Middle School, 1800 Limestone Road, Wilmington, Delaware 19804, for the purpose of establishing the listing of contractor/subcontractors and to answer questions. Representatives of each party to any Joint Venture must attend this meeting. **ATTENDANCE OF THIS MEETING IS A PREREQUISITE FOR BIDDING ON THIS CONTRACT.**

Sealed bids shall be addressed to the Red Clay Consolidated School District, 1502 Spruce Avenue, Wilmington, Delaware 19805. The outer envelope should clearly indicate: "**Red Clay Consolidated School District CONTRACT NO. – 2-26-56 - Meadowood School & Extension Roof Replacement - SEALED BID - DO NOT OPEN.**"

Electronic Contract Documents (PDF) may be obtained at the e office of Becker Morgan Group, Inc., The Tower at STAR Campus, 100 Discovery Blvd., Suite 102, Newark, Delaware 19713, (302) 369-3700 upon receipt of \$25.00 per disc / non-refundable. Please call-in advance to ensure documents are available. Checks are to be made payable to Becker Morgan Group, Inc.

Bidders will not be subject to discrimination on the basis of race, creed, color, sex, sexual orientation, gender identity or national origin in consideration of this award, and Minority Business Enterprises, Disadvantaged Business Enterprises, Women-Owned Business Enterprises and Veteran-Owned Business Enterprises will be afforded full opportunity to submit bids on this contract. Each bid must be accompanied by a bid security equivalent to ten percent of the bid amount and all additive alternates. The successful bidder must post a performance bond and payment bond in a sum equal to 100 percent of the contract price upon execution of the contract. The Owner reserves the right to reject any or all bids and to waive any informalities therein. The Owner may extend the time and place for the opening of the bids from that described in the advertisement, with not less than two calendar days notice by certified delivery, facsimile machine or other electronic means to those bidders' receiving plans.

END OF SECTION 00 1116

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**SECTION 00 2113
INSTRUCTIONS TO BIDDERS**

TABLE OF ARTICLES

2. BIDDER'S REPRESENTATION
3. BIDDING DOCUMENTS
4. BIDDING PROCEDURES
5. CONSIDERATION OF BIDS
6. POST-BID INFORMATION
7. PERFORMANCE BOND AND PAYMENT BOND
8. FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

ARTICLE 1: GENERAL

1.1 DEFINITIONS

1.1.1 Whenever the following terms are used, their intent and meaning shall be interpreted as follows:

1.2 STATE: The State of Delaware.

1.3 AGENCY: Contracting State Agency as noted on cover sheet.

1.4 DESIGNATED OFFICIAL: The agent authorized to act for the Agency.

1.5 BIDDING DOCUMENTS: Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Advertisement for Bid, Invitation to Bid, Instructions to Bidders, Supplementary Instructions to Bidders (if any), General Conditions, Supplementary General Conditions, General Requirements, Special Provisions (if any), the Bid Form (including the Non-collusion Statement), and other sample bidding and contract forms. The proposed Contract Documents consist of the form of Agreement between the Owner and Contractor, as well as the Drawings, Specifications (Project Manual) and all Addenda issued prior to execution of the Contract.

1.6 CONTRACT DOCUMENTS: The Contract Documents consist of the, Instructions to Bidders, Supplementary Instructions to Bidders (if any), General Conditions, Supplementary General Conditions, General Requirements, Special Provisions (if any), the form of agreement between the Owner and the Contractor, Drawings (if any), Specifications (Project Manual), and all addenda.

1.7 AGREEMENT: The form of the Agreement shall be AIA Document A101, Standard Form of Agreement between Owner and Contractor where the basis of payment is a STIPULATED SUM. In the case of conflict between the instructions contained therein and the General Requirements herein, these General Requirements shall prevail.

1.8 GENERAL REQUIREMENTS (or CONDITIONS): General Requirements (or conditions) are instructions pertaining to the Bidding Documents and to contracts in general. They contain, in summary, requirements of laws of the State; policies of the Agency and instructions to bidders.

1.9 SPECIAL PROVISIONS: Special Provisions are specific conditions or requirements peculiar to the bidding documents and to the contract under consideration and are supplemental to the General Requirements. Should the Special Provisions conflict with the General Requirements, the Special Provisions shall prevail.

1.10 ADDENDA: Written or graphic instruments issued by the Owner/Architect prior to the execution of the contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.

1.11 BIDDER OR VENDOR: A person or entity who formally submits a Bid for the material or Work contemplated, acting directly or through a duly authorized representative who meets

the requirements set forth in the Bidding Documents.

- 1.12 SUB-BIDDER: A person or entity who submits a Bid to a Bidder for materials or labor, or both for a portion of the Work.
- 1.13 BID: A complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.
- 1.14 BASE BID: The sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids (if any are required to be stated in the bid).
- 1.15 ALTERNATE BID (or ALTERNATE): An amount stated in the Bid, where applicable, to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents is accepted.
- 1.16 UNIT PRICE: An amount stated in the Bid, where applicable, as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Bidding Documents.
- 1.17 SURETY: The corporate body which is bound with and for the Contract, or which is liable, and which engages to be responsible for the Contractor's payments of all debts pertaining to and for his acceptable performance of the Work for which he has contracted.
- 1.18 BIDDER'S DEPOSIT: The security designated in the Bid to be furnished by the Bidder as a guaranty of good faith to enter into a contract with the Agency if the Work to be performed or the material or equipment to be furnished is awarded to him.
- 1.19 CONTRACT: The written agreement covering the furnishing and delivery of material or work to be performed.
- 1.20 CONTRACTOR: Any individual, firm or corporation with whom a contract is made by the Agency.
- 1.21 SUBCONTRACTOR: An individual, partnership or corporation which has a direct contract with a contractor to furnish labor and materials at the job site, or to perform construction labor and furnish material in connection with such labor at the job site.
- 1.22 CONTRACT BOND: The approved form of security furnished by the contractor and his surety as a guaranty of good faith on the part of the contractor to execute the work in accordance with the terms of the contract.
- 1.23 CUSTOM FABRICATION: As defined in 29 Del. C. § 6902, the term "custom fabrication" means the offsite fabrication, assembly, or other production of non-standard goods or materials, including components, fixtures or parts thereof, specifically for a public works project. Such goods and materials shall include those used in the following trades or systems: (1) Plumbing or pipe fitting systems, including heating, ventilating, air-

conditioning, refrigeration systems, sheet metal or other duct systems; (2) Electrical systems; (3) Mechanical insulation work; (4) Ornamental iron work; and (5) Commercial signage that does not attempt or appear to direct the movement of traffic on highways or roadways or interfere with, imitate, or resemble any official traffic sign, signal or device.

ARTICLE 2: BIDDER'S REPRESENTATION

2.1 PRE-BID MEETING

2.1.1 A pre-bid meeting for this project will be held at the time and place designated. Attendance at this meeting is a pre-requisite for submitting a Bid, unless this requirement is specifically waived elsewhere in the Bid Documents.

2.2 By submitting a Bid, the Bidder represents that:

2.2.1 The Bidder has read and understands the Bidding Documents and that the Bid is made in accordance therewith.

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

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

2.3 JOINT VENTURE REQUIREMENTS

2.3.1 For Public Works Contracts, each Joint Venturer shall be qualified and capable to complete the Work with their own forces.

2.3.2 Included with the Bid submission, and as a requirement to bid, a copy of the executed Joint Venture Agreement shall be submitted and signed by all Joint Venturers involved.

2.3.3 All required Bid Bonds, Performance Bonds, Material and Labor Payment Bonds must be executed by both Joint Venturers and be placed in both of their names.

2.3.4 All required insurance certificates shall name both Joint Venturers.

2.3.5 Both Joint Venturers shall sign the Bid Form.

2.3.6 Both Joint Venturers shall include their Federal E.I. Number with the Bid.

2.3.7 In the event of a mandatory Pre-bid Meeting, each Joint Venturer shall have a representative in attendance.

2.3.8 Due to exceptional circumstances and for good cause shown, one or more of these provisions may be waived at the discretion of the State.

2.4 ASSIGNMENT OF ANTITRUST CLAIMS

- 2.4.1 As consideration for the award and execution by the Owner of this contract, the Contractor hereby grants, conveys, sells, assigns and transfers to the State of Delaware all of its right, title and interests in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, relating to the particular goods or services purchased or acquired by the Owner pursuant to this contract.

ARTICLE 3: BIDDING DOCUMENTS

3.1 COPIES OF BID DOCUMENTS

- 3.1.1 Bidders may obtain complete sets of the Bidding Documents from the Architectural/Engineering firm designated in the Advertisement or Invitation to Bid in the number and for the deposit sum, if any, stated therein.
- 3.1.2 Bidders shall use complete sets of Bidding Documents for preparation of Bids. The issuing Agency nor the Architect assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 3.1.3 Any errors, inconsistencies or omissions discovered shall be reported to the Architect immediately.
- 3.1.4 The Agency and Architect may make copies of the Bidding Documents available on the above terms for the purpose of obtaining Bids on the Work. No license or grant of use is conferred by issuance of copies of the Bidding Documents.

3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

- 3.2.1 The Bidder shall carefully study and compare the Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall report any errors, inconsistencies, or ambiguities discovered to the Architect.
- 3.2.2 Said books and records shall be maintained by the Contractor for a period of seven (7) years from the date of final payment under the Prime Contract and by the Subcontractor for a period of seven (7) years from the date of final payment under the Subcontract. Bidders or Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request to the Architect at least seven days prior to the date for receipt of Bids. Interpretations, corrections and changes to the Bidding Documents will be made by written Addendum. Interpretations, corrections, or changes to the Bidding Documents made in any other manner shall not be binding.
- 3.2.3 The apparent silence of the specifications as to any detail, or the apparent omission from it of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality are to be used. Proof of specification compliance will be the responsibility of the Bidder.

3.2.4 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all permits, labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work.

3.2.5 The Owner will bear the costs for all impact and user fees associated with the project.

3.3 SUBSTITUTIONS

3.3.1 The materials, products and equipment described in the Bidding Documents establish a standard of quality, required function, dimension, and appearance to be met by any proposed substitution. The specification of a particular manufacturer or model number is not intended to be proprietary in any way. Substitutions of products for those named will be considered, providing that the Vendor certifies that the function, quality, and performance characteristics of the material offered is equal or superior to that specified. It shall be the Bidder's responsibility to assure that the proposed substitution will not affect the intent of the design, and to make any installation modifications required to accommodate the substitution.

3.3.2 Requests for substitutions shall be made in writing to the Architect at least ten days prior to the date of the Bid Opening. Such requests shall include a complete description of the proposed substitution, drawings, performance and test data, explanation of required installation modifications due the substitution, and any other information necessary for an evaluation. The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval shall be final. The Architect is to notify Owner prior to any approvals.

3.3.3 If the Architect approves a substitution prior to the receipt of Bids, such approval shall be set forth in an Addendum. Approvals made in any other manner shall not be binding.

3.3.4 The Architect shall have no obligation to consider any substitutions after the Contract award.

3.4 ADDENDA

3.4.1 Addenda will be mailed or delivered to all who are known by the Architect to have received a complete set of the Bidding Documents.

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

3.4.3 No Addenda will be issued later than 2 calendar days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one which extends the time or changes the location for the opening of bids.

3.4.4 Each bidder shall ascertain prior to submitting his Bid that they have received all Addenda issued, and shall acknowledge their receipt in their Bid in the appropriate space. Not acknowledging an issued Addenda could be grounds for determining a bid to be non-responsive.

ARTICLE 4: BIDDING PROCEDURES

4.1 PREPARATION OF BIDS

- 4.1.1 Submit the bids on the Bid Forms included with the Bidding Documents.
- 4.1.2 Submit the original Bid Form for each bid. Bid Forms may be removed from the project manual for this purpose.
- 4.1.3 Execute all blanks on the Bid Form in a non-erasable medium (typewriter or manually in ink).
- 4.1.4 Where so indicated by the makeup on the Bid Form, express sums in both words and figures, in case of discrepancy between the two, the written amount shall govern.
- 4.1.5 Interlineations, alterations or erasures must be initialed by the signer of the Bid.
- 4.1.6 BID ALL REQUESTED ALTERNATES AND UNIT PRICES, IF ANY. If there is no change in the Base Bid for an Alternate, enter "No Change". The Contractor is responsible for verifying that they have received all addenda issued during the bidding period. Work required by Addenda shall automatically become part of the Contract.
- 4.1.7 Make no additional stipulations on the Bid Form and do not qualify the Bid in any other manner.
- 4.1.8 Each copy of the Bid shall include the legal name of the Bidder and a statement whether the Bidder is a sole proprietor, a partnership, a corporation, or any legal entity, and each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current Power of Attorney attached, certifying agent's authority to bind the Bidder.
- 4.1.9 Bidder shall complete the Non-Collusion Statement form included with the Bid Forms and include it with their Bid.
- 4.1.10 In the construction of all Public Works projects for the State of Delaware or any agency thereof, preference in employment of laborers, workers or mechanics shall be given to bona fide legal citizens of the State who have established citizenship by residence of at least 90 days in the State.
- 4.1.11 Each bidder shall include a signed Affidavit for the Bidder certifying compliance with OMB Regulation 4104 - "Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on "Large Public Works Projects." "Large Public Works" is based upon the current threshold required for bidding Public Works as set by the Purchasing and Contracting Advisory Council.

4.2 BID SECURITY

4.2.1 All bids shall be accompanied by a deposit of either a good and sufficient bond to the agency for the benefit of the agency, with corporate surety authorized to do business in this State, the form of the bond and the surety to be approved by the agency, or a security of the bidder assigned to the agency, for a sum equal to at least 10% of the bid plus all add alternates, or in lieu of the bid bond a security deposit in the form of a certified check, bank treasurer's check, cashier's check, money order, or other prior approved secured deposit assigned to the State. The bid bond need not be for a specific sum, but may be stated to be for a sum equal to 10% of the bid plus all add alternates to which it relates and not to exceed a certain stated sum, if said sum is equal to at least 10% of the bid. The Bid Bond form used shall be the standard OMB form (attached).

4.2.2 The Agency has the right to retain the bid security of Bidders to whom an award is being considered until either a formal contract has been executed and bonds have been furnished or the specified time has elapsed so the Bids may be withdrawn or all Bids have been rejected.

4.2.3 In the event of any successful Bidder refusing or neglecting to execute a formal contract and bond within 20 days of the awarding of the contract, the bid bond or security deposited by the successful bidder shall be forfeited.

4.3 SUBCONTRACTOR LIST

4.3.1 In accordance with Title 29, Chapter 69, Section 6962(d)(10)b of the Delaware Code, each Bidder shall submit with their Bid a completed List of Sub-Contractors included with the Bid Form. NAME ONLY ONE SUBCONTRACTOR FOR EACH TRADE. The bidder must list in each category the full name and address (City & State) of the sub-contractor that the Bidder will be using to perform the work and provide material for that subcontractor category. Should the Bidder's listed subcontractor intend to provide any of their subcontractor category of work through a third-tier contractor, the Bidder shall list that third-tier contractor's full name and address (City & State). If the Bidder intends to perform any category of work itself, it must list its full name and address. For clarification, if the Bidder intends to perform the work themselves, the Bidder may not insert "not applicable", "N/A", "self" or anything other than its own full name and address (City & State). To do so shall cause the bid to be rejected. In addition, the failure to produce a completed subcontractor list with the bid submittal shall cause the bid to be rejected. If you have more than three (3) third-tier contractors to report in any subcontractor category, print out additional page(s) containing the appropriate category, complete the rest of your list of third-tier contractors for that category, notate the addition in parentheses as (CONTINUATION) next to the subcontractor category and an asterisk (*) next to any additional third-tier contractors, and submit it with your bid.

4.3.2 It is the responsibility of the Contractor to ensure that their Subcontractors are in compliance with the provisions of this law. Also, if a Contractor elects to list themselves as a Subcontractor for any category, they must specifically name themselves on the Bid Form and be able to document their capability to act as Subcontractor in that category in accordance with this law.

4.4 AFFIDAVIT OF CONTRACTOR QUALIFICATIONS

- 4.4.1 In accordance with Title 29, Chapter 69, Section 6962(d)(10)b.3 of the Delaware Code, each Bidder shall submit with their Bid the Affidavit of Contractor Qualifications certifying that the Bidder will abide by the contractor's qualifications outlined in the construction bid specifications for the duration of the contract term. After a contract has been awarded the successful bidder shall not substitute another subcontractor whose name was submitted on the Subcontractor Form except for the reasons in the statute and not without written consent from the awarding agency. Failure to utilize the subcontractors on the list will subject the successful bidder to penalties as outlined in the General Requirements Section 5.2 of the contract.

4.5 AFFIDAVIT OF CRAFT TRAINING COMPLIANCE

- 4.5.1 In accordance with Title 29, Chapter 69, Section 6962(c)(13) of the Delaware Code, contractors and subcontractors must provide craft training for journeyman and apprentice levels if all of the following apply:

- A. A project meets the prevailing wage requirement under Title 29, Chapter 69, Section 6960 of the Delaware Code.
- B. The contractor employs 10 or more total employees.
- C. The project is not a federal highway project

Failure to provide required craft training on the project may subject the successful contractor and/or subcontractor(s) to penalties as outlined in Title 29, Chapter 69, Section 6962(c)(13) of the Delaware Code.

Bidders shall submit the Affidavit of Craft Training Compliance prior to contract execution

4.6 EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS

- 4.6.1 During the performance of this contract, the contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, sex, color, sexual orientation, gender identity or national origin. The Contractor will take affirmative action to ensure the applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided by the contracting agency setting forth this nondiscrimination clause.

- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, sex, color, sexual orientation, gender identity or national origin."

4.7 PREVAILING WAGE REQUIREMENT

4.7.1 Wage Provisions: For renovation and new construction projects whose costs exceed the thresholds contained in Delaware Code, Title 29, Section 6960, the minimum wage rates for various classes of laborers and mechanics shall be as determined by the Department of Labor, Division of Industrial Affairs of the State of Delaware.

4.7.2 The employer shall pay all mechanics and labors employed directly upon the site of work, or engaged in custom fabrication work, as that term is defined in Article 1.23 herein and as also as defined in 29 Del. C § 6902 and described in 29 Del. C. § 6960(b), regardless of where the work is performed, unconditionally and not less often than once a week and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the specifications, regardless of any contractual relationship which may be alleged to exist between the employer and such laborers and mechanics.

4.7.3 As per 29 Del. C. § 6960(b), the scale of the wages to be paid must be posted by the employer in a prominent and easily accessible place at the site of the work. There may be withheld from the employer so much of accrued payments as may be considered necessary by the Department of Labor to pay laborers and mechanics employed by the employer the difference between the rates of wages required by the contract to be paid laborers and mechanics on the work and rates of wages received by such laborers and mechanics to be remitted to the Department of Labor for distribution upon resolution of any claims.

4.7.4 Every contract based upon these specifications shall contain a stipulation that sworn payroll information, as required by the Department of Labor, be furnished weekly. The Department of Labor shall keep and maintain the sworn payroll information for a period of 6 months from the last day of the work week covered by the payroll.

4.8 SUBMISSION OF BIDS

4.8.1 Enclose the Bid, the Bid Security, and any other documents required to be submitted with the Bid in a sealed opaque envelope. Address the envelope to the party receiving the Bids. Identify with the project name, project number, and the Bidder's name and address. If the Bid is sent by mail, enclose the sealed envelope in a separate mailing envelope with the notation "BID ENCLOSED" on the face thereof. The State is not responsible for the opening of bids prior to bid opening date and time that are not properly marked.

4.8.2 Deposit Bids at the designated location prior to the time and date for receipt of bids indicated in the Advertisement for Bids. Bids received after the time and date for receipt of bids will be marked "LATE BID" and returned.

- 4.8.3 Bidder assumes full responsibility for timely delivery at location designated for receipt of bids.
- 4.8.4 Oral, telephonic or telegraphic bids are invalid and will not receive consideration.
- 4.8.5 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids, provided that they are then fully in compliance with these Instructions to Bidders.
- 4.9 MODIFICATION OR WITHDRAW OF BIDS
- 4.9.1 Prior to the closing date for receipt of Bids, a Bidder may withdraw a Bid by personal request and by showing proper identification to the Architect. A request for withdraw by letter or fax, if the Architect is notified in writing prior to receipt of fax, is acceptable. A fax directing a modification in the bid price will render the Bid informal, causing it to be ineligible for consideration of award. Telephone directives for modification of the bid price shall not be permitted and will have no bearing on the submitted proposal in any manner.
- 4.9.2 Bidders submitting Bids that are late shall be notified as soon as practicable and the bid shall be returned.
- 4.9.3 A Bid may not be modified, withdrawn or canceled by the Bidder during a thirty (30) day period following the time and date designated for the receipt and opening of Bids, and Bidder so agrees in submitting their Bid. Bids shall be binding for 30 days after the date of the Bid opening.

ARTICLE 5: CONSIDERATION OF BIDS

- 5.1 OPENING/REJECTION OF BIDS
- 5.1.1 Unless otherwise stated, Bids received on time will be publicly opened and will be read aloud. An abstract of the Bids will be made available to Bidders.
- 5.1.2 The Agency shall have the right to reject any and all Bids. A Bid not accompanied by a required Bid Security or by other data required by the Bidding Documents, or a Bid which is in any way incomplete or irregular is subject to rejection.
- 5.1.3 If the Bids are rejected, it will be done within thirty (30) calendar day of the Bid opening.
- 5.2 COMPARISON OF BIDS
- 5.2.1 After the Bids have been opened and read, the bid prices will be compared and the result of such comparisons will be made available to the public. Comparisons of the Bids may be based on the Base Bid plus desired Alternates. The Agency shall have the right to accept Alternates in any order or combination
- 5.2.2 The Agency reserves the right to waive technicalities, to reject any or all Bids, or any portion thereof, to advertise for new Bids, to proceed to do the Work otherwise, or to abandon the Work, if in the judgment of the Agency or its agent(s), it is in the best interest

of the State.

- 5.2.3 An increase or decrease in the quantity for any item is not sufficient grounds for an increase or decrease in the Unit Price.
- 5.2.4 The prices quoted are to be those for which the material will be furnished F.O.B. Job Site and include all charges that may be imposed during the period of the Contract.
- 5.2.5 No qualifying letter or statements in or attached to the Bid, or separate discounts will be considered in determining the low Bid except as may be otherwise herein noted. Cash or separate discounts should be computed and incorporated into Unit Bid Price(s).
- 5.3 DISQUALIFICATION OF BIDDERS
- 5.3.1 An agency shall determine that each Bidder on any Public Works Contract is responsible before awarding the Contract. Factors to be considered in determining the responsibility of a Bidder include:
- A. The Bidder's financial, physical, personnel or other resources including Subcontracts;
 - B. The Bidder's record of performance on past public or private construction projects, including, but not limited to, defaults and/or final adjudication or admission of violations of the Prevailing Wage Laws in Delaware or any other state;
 - C. The Bidder's written safety plan;
 - D. Whether the Bidder is qualified legally to contract with the State;
 - E. Whether the Bidder supplied all necessary information concerning its responsibility; and,
 - F. Any other specific criteria for a particular procurement, which an agency may establish; provided however, that, the criteria be set forth in the Invitation to Bid and is otherwise in conformity with State and/or Federal law.
- 5.3.2 If an agency determines that a Bidder is nonresponsive and/or nonresponsible, the determination shall be in writing and set forth the basis for the determination. A copy of the determination shall be sent to the affected Bidder within five (5) working days of said determination.
- 5.3.3 In addition, any one or more of the following causes may be considered as sufficient for the disqualification of a Bidder and the rejection of their Bid or Bids.
- 5.3.3.1 More than one Bid for the same Contract from an individual, firm or corporation under the same or different names.

- 5.3.3.2 Evidence of collusion among Bidders.
- 5.3.3.3 Unsatisfactory performance record as evidenced by past experience.
- 5.3.3.4 If the Unit Prices are obviously unbalanced either in excess or below reasonable cost analysis values.
- 5.3.3.5 If there are any unauthorized additions, interlineation, conditional or alternate bids or irregularities of any kind which may tend to make the Bid incomplete, indefinite or ambiguous as to its meaning.
- 5.3.3.6 If the Bid is not accompanied by the required Bid Security and other data required by the Bidding Documents.
- 5.3.3.7 If any exceptions or qualifications of the Bid are noted on the Bid Form.
- 5.4 ACCEPTANCE OF BID AND AWARD OF CONTRACT
- 5.4.1 A formal Contract shall be executed with the successful Bidder within twenty (20) calendar days after the award of the Contract.
- 5.4.2 Per Section 6962(d)(13)a., Title 29, Delaware Code, "The contracting agency shall award any public works contract within thirty (30) days of the bid opening to the lowest responsive and responsible Bidder, unless the Agency elects to award on the basis of best value, in which case the election to award on the basis of best value shall be stated in the Invitation To Bid. Any public school district and its board shall award public works contracts in accordance with this section's requirements except it shall award the contract within 60 days of the bid opening."
- 5.4.3 Each Bid on any Public Works Contract must be deemed responsive by the Agency to be considered for award. A responsive Bid shall conform in all material respects to the requirements and criteria set forth in the Contract Documents and specifications.
- 5.4.4 The Agency shall have the right to accept Alternates in any order or combination, and to determine the low Bidder on the basis of the sum of the Base Bid, plus accepted Alternates.
- 5.4.5 The successful Bidder shall execute a formal contract, submit the required Insurance Certificate, and furnish good and sufficient bonds, unless specifically waived in the General Requirements, in accordance with the General Requirement, within twenty (20) days of official notice of contract award. The successful Bidder shall provide, at least two business days prior to contract execution, copies of the Employee Drug Testing Program for the Bidder and all listed Subcontractors. Bonds shall be for the benefit of the Agency with surety in the amount of 100% of the total contract award. Said Bonds shall be conditioned upon the faithful performance of the contract. Bonds shall remain in affect for period of two (2) years after the date of the Certificate of Final Payment.

- 5.4.6 If the successful Bidder fails to execute the required Contract, Bond and all required information, as aforesaid, within twenty (20) calendar days after the date of official Notice of the Award of the Contract, their Bid guaranty shall immediately be taken and become the property of the State for the benefit of the Agency as liquidated damages, and not as a forfeiture or as a penalty. Award will then be made to the next lowest qualified Bidder of the Work or readvertised, as the Agency may decide.
- 5.4.7 Each bidder shall supply with its bid its taxpayer identification number (i.e., federal employer identification number or social security number) and should the vendor be awarded a contract, such vendor shall provide to the agency the taxpayer identification license numbers of such subcontractors. Such numbers shall be provided on the later of the date on which such subcontractor is required to be identified or the time the contract is executed. The successful Bidder shall provide to the agency to which it is contracting, within 30 days of entering into such public works contract, copies of all Delaware Business licenses of subcontractors and/or independent contractors that will perform work for such public works contract. However, if a subcontractor or independent contractor is hired or contracted more than 20 days after the Bidder entered the public works contract the Delaware Business license of such subcontractor or independent contractor shall be provided to the agency within 10 days of being contracted or hired.
- 5.4.8 The Bid Security shall be returned to the successful Bidder upon the execution of the formal contract. The Bid Securities of unsuccessful bidders shall be returned within thirty (30) calendar days after the opening of the Bids.

ARTICLE 6: POST-BID INFORMATION

6.1 CONTRACTOR'S QUALIFICATION STATEMENT

- 6.1.1 Bidders to whom an award of a Contract is under consideration shall, if requested by the Agency, submit a properly executed AIA Document A305, Contractor's Qualification Statement, unless such a statement has been previously required and submitted.
- 6.2 Bidders to whom an award of a Contract has been made must produce their Delaware Business License before the Contract can be executed.

ARTICLE 7: PERFORMANCE BOND AND PAYMENT BOND

7.1 BOND REQUIREMENTS

- 7.1.1 The cost of furnishing the required Bonds, that are stipulated in the Bidding Documents, shall be included in the Bid.
- 7.1.2 If the Bidder is required by the Agency to secure a bond from other than the Bidder's usual sources, changes in cost will be adjusted as provide in the Contract Documents.
- 7.1.3 The Performance and Payment Bond forms used shall be the standard OMB forms (attached).

7.2 TIME OF DELIVERY AND FORM OF BONDS

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

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

ARTICLE 8: FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

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

END OF SECTION 00 2113

NOT FOR BIDDING PURPOSES

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**SECTION 00 2600
PROCUREMENT SUBSTITUTION PROCEDURES**

1.01 DEFINITIONS

- A. Procurement Substitution Requests: Requests for changes in products, materials, equipment, and methods of construction from those indicated in the Procurement and Contracting Documents, submitted prior to receipt of bids in accordance with Instructions to Bidders
- B. Procurement Prior Approval Requests: Requests for approval of products or manufacturers from those required by the Contract Documents as defined by product selection procedures in Section 016000 "Product Requirements."
 - 1. Procurement prior approval is required when products or manufacturers are listed in specifications under "Sole Product," "Sole Manufacturer," "Limited List of Products," or "Limited List of Manufacturers" introductory paragraphs.
 - 2. Procurement prior approval is not required when products or manufacturers are listed in specifications under "Non-Limited List of Products" or "Non-Limited List of Manufacturers" introductory paragraphs.
 - 3. Where use of "Sole Product," "Sole Manufacturer," "Limited List of Products," or "Limited List of Manufacturers" introductory paragraphs is not allowed by statute, procurement prior approval request is not required.
- C. Substitution Requests: Requests for changes in products, materials, equipment, and methods of construction from those indicated in the Contract Documents, submitted following Contract award. See the General Conditions and Section 012500 "Substitution Procedures" for conditions under which Substitution requests will be considered following Contract award.

1.02 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.

1.03 PROCUREMENT SUBSTITUTIONS

- A. Procurement Substitutions, General: By submitting a bid, the Bidder represents that its bid is based on materials and equipment described in the Procurement and Contracting Documents, including Addenda. Bidders are encouraged to request approval of qualifying substitute materials and equipment when the Specifications Sections list materials and equipment by product or manufacturer name.
- B. Procurement Substitution Requests will be received and considered by Owner when the following conditions are satisfied, as determined by Architect; otherwise requests will be returned without action:
 - 1. Extensive revisions to the Contract Documents are not required.
 - 2. Proposed changes are in keeping with general intent of the Contract Documents, including level of quality of the Work represented by requirements therein.
 - 3. Request is fully documented and properly submitted.

1.04 SUBMITTALS

- A. Procurement Substitution Request: Submit to Architect. Procurement Substitution Request must be made in writing in compliance with the following requirements:
 - 1. Requests for substitution of materials and equipment will be considered if received no later than 10 days prior to date of bid opening.
 - 2. Submittal Format, Electronic: Submit Procurement Substitution Request, using format provided on Project web-based bidding management software site.
 - a. Identify the product or the fabrication or installation method to be replaced in each request. Include related Specifications Sections and Drawing numbers.

- b. Provide complete documentation on both the product specified and the proposed substitute, including the following information as appropriate:
 - 1) List of similar installations for completed projects, with project names and addresses as well as names and addresses of architects and owners.
 - 2) Product data, including drawings and descriptions of products and fabrication and installation procedures.
 - 3) Point-by-point comparison of specified and proposed substitute product data, fabrication drawings, and installation procedures.
 - 4) Copies of current, independent third-party test data of salient product or system characteristics.
 - 5) Samples where applicable or when requested by Architect.
 - 6) Detailed comparison of significant qualities of proposed substitute with those of the Work specified. 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.
 - 7) Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 - 8) Research reports, where applicable, evidencing compliance with building code in effect for Project, from ICC-ES.
 - 9) Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors, which will become necessary to accommodate proposed substitute.
 - c. Provide certification by manufacturer that proposed substitute is equal to or superior to that required by the Procurement and Contracting Documents, and that its in-place performance will be equal to or superior to product or equipment specified in the application indicated.
 - d. Bidder, in submitting the Procurement Substitution Request, waives the right to additional payment or an extension of Contract Time because of the failure of substitute to perform as represented in the Procurement Substitution Request.
- B. Architect's Action:
- 1. Architect may request additional information or documentation necessary for evaluation of the Procurement Substitution Request. Architect will notify all Bidders of acceptance of proposed substitute by means of an Addendum to the Procurement and Contracting Documents.
- C. Architect's approval of substitute during bidding does not relieve Contractor of the responsibility to submit required Shop Drawings and to comply with all other requirements of the Contract Documents.

END OF SECTION 00 2600

RCCSD – Meadowood School & Extension Roof Replacement
Newark, Delaware
Owner's Contract # 2-26-56

BID FORM

For Bids Due: _____ (DATE) **To:** _____
Red Clay Consolidated School District
1502 Spruce Street
Wilmington, DE 19805

Name of Bidder: _____

Delaware Business License No.: _____ **Taxpayer ID No.:** _____

(Other License Nos.): _____

Phone No.: () _____ - _____ **Fax No.:** () _____ - _____

The undersigned, representing that he has read and understands the Bidding Documents and that this bid is made in accordance therewith, that he has visited the site and has familiarized himself with the local conditions under which the Work is to be performed, and that his bid is based upon the materials, systems and equipment described in the Bidding Documents without exception, hereby proposes and agrees to provide all labor, materials, plant, equipment, supplies, transport and other facilities required to execute the work described by the aforesaid documents for the lump sum itemized below:

\$ _____
(\$ _____)

ALLOWANCES

Allowance value(s) indicated are included in the Base Bid as indicated in the Bid Form.

ALLOWANCE No. 1: _____.

Contingency Allowance No. 1: _____
(\$ _____)

ALTERNATES

Alternate prices conform to applicable project specification section. Refer to specifications for a complete description of the following Alternates. An "ADD" or "DEDUCT" amount is indicated by the crossed out part that does not apply.

ALTERNATE No. 01: Roofing System Substitution _____

Add/Deduct: _____
(\$ _____)

RCCSD – Meadowood School & Extension Roof Replacement
Newark, Delaware
Owner's Contract # 2-26-56

BID FORM

I/We acknowledge Addendums numbered _____ and the price(s) submitted include any cost/schedule impact they may have.

This bid shall remain valid and cannot be withdrawn for thirty (30) days from the date of opening of bids (60 days for School Districts and Department of Education), and the undersigned shall abide by the Bid Security forfeiture provisions. Bid Security is attached to this Bid.

The Owner shall have the right to reject any or all bids, and to waive any informality or irregularity in any bid received.

This bid is based upon work being accomplished by the Sub-Contractors named on the list attached to this bid.

Should I/We be awarded this contract, I/We pledge to achieve substantial completion of all the work within _____ calendar days of the Notice to Proceed.

The undersigned represents and warrants that he has complied and shall comply with all requirements of local, state, and national laws; that no legal requirement has been or shall be violated in making or accepting this bid, in awarding the contract to him or in the prosecution of the work required; that the bid is legal and firm; that he has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken action in restraint of free competitive bidding.

Upon receipt of written notice of the acceptance of this Bid, the Bidder shall, within twenty (20) calendar days, execute the agreement in the required form and deliver the Contract Bonds, and Insurance Certificates, required by the Contract Documents.

I am / We are an Individual / a Partnership / a Corporation

By _____ Trading as _____
(Individual's / General Partner's / Corporate Name)

(State of Corporation)

Business Address: _____

Witness: _____ By: _____
(SEAL) (Authorized Signature)

(Title)
Date: _____

ATTACHMENTS

Sub-Contractor List
Non-Collusion Statement
Affidavit of Employee Drug Testing Program
Affidavit of Contractor Qualifications
Bid Security
(Others as Required by Project Manuals)

RCCSD – Meadowood School & Extension Roof Replacement
Newark, Delaware
Owner's Contract # 2-26-56

BID FORM

SUBCONTRACTOR LIST

In accordance with Title 29, Chapter 69, Section 6962(d)(10)b of the Delaware Code, the following subcontractor listing must accompany any bid submittal. The bidder must list in **each category** the full name and address (City & State) of the sub-contractor that the bidder will be using to perform the work and provide material for that subcontractor category. Should the bidder's listed subcontractor intend to provide any of their subcontractor category of work through a third-tier contractor, the bidder shall list that third-tier contractor's full name and address (City & State). **If the bidder intends to perform any category of work itself, it must list its full name and address.** For clarification, if the bidder intends to perform the work themselves, the bidder **may not** insert "not applicable", "N/A", "self" or anything other than its own full name and address (City & State). To do so shall cause the bid to be rejected. In addition, the failure to produce a completed subcontractor list with the bid submittal shall cause the bid to be rejected. If you have more than three (3) third-tier contractors to report in any subcontractor category, print out additional page(s) containing the appropriate category, complete the rest of your list of third-tier contractors for that category, notate the addition in parentheses as (CONTINUATION) next to the subcontractor category and an asterisk (*) next to any additional third-tier contractors, and submit it with your bid.

<u>Subcontractor Category</u>	<u>Subcontractor</u>	<u>Address (City & State)</u>	<u>Subcontractors tax-payer ID # or Delaware Business license #</u>
1. <Trade name>			
A.			
B			
C			
2. <Trade name>			
A			
B			
C			

BID FORM (Continued)

[illegible]

Address (City & State)

Subcontractors tax-payer ID #
or Delaware Business license
#

3. <Trade name>

A.



○

4. <Trade name>

A



5. <Trade name>

A



○

RCCSD – Meadowood School & Extension Roof Replacement
Newark, Delaware
Owner's Contract # 2-26-56

BID FORM

NON-COLLUSION STATEMENT

This is to certify that the undersigned bidder has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal submitted this date *(to the Red Clay Consolidated School District)*.

All the terms and conditions of 2-26-56 have been thoroughly examined and are understood.

NAME OF BIDDER:

**AUTHORIZED REPRESENTATIVE
(TYPED):**

**AUTHORIZED REPRESENTATIVE
(SIGNATURE):**

TITLE:

ADDRESS OF BIDDER:

E-MAIL:

PHONE NUMBER:

Sworn to and Subscribed before me this _____ day of _____ 20____.

My Commission expires _____. NOTARY PUBLIC _____.

THIS PAGE MUST BE SIGNED AND NOTARIZED FOR YOUR BID TO BE CONSIDERED.

RCCSD – Meadowood School & Extension Roof Replacement
Newark, Delaware
Owner's Contract # 2-26-56

**AFFIDAVIT
OF
CONTRACTOR QUALIFICATIONS**

We hereby certify that we will abide by the contractor's qualifications outlined in the construction bid specifications for the duration of the contract term.

In accordance with Title 29, Chapter 69, Section 6962(d)(10)b.3 of the Delaware Code, after a contract has been awarded the successful bidder shall not substitute another subcontractor whose name was submitted on the Subcontractor Form except for the reasons in the statute and not without written consent from the awarding agency. Failure to utilize the subcontractors on the list will subject the successful bidder to penalties as outlined in the General Requirements Section 5.2 of the contract.

Contractor Name: _____

Contractor Address: _____

Authorized Representative (typed or printed): _____

Authorized Representative (signature): _____

Title: _____

Sworn to and Subscribed before me this _____ day of _____ 20____.

My Commission expires _____. NOTARY PUBLIC _____.

THIS PAGE MUST BE SIGNED AND NOTARIZED FOR YOUR BID TO BE CONSIDERED.

**AFFIDAVIT
OF
EMPLOYEE DRUG TESTING PROGRAM**

4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects requires that Contractors and Subcontractors implement a program of mandatory drug testing for Employees who work on Large Public Works Contracts funded all or in part with public funds.

We hereby certify that we have in place or will implement during the entire term of the contract a Mandatory Drug Testing Program for our employees on the jobsite, including subcontractors, that complies with this regulation:

Contractor/Subcontractor Name: _____

Contractor/Subcontractor Address: _____

Authorized Representative (typed or printed): _____

Authorized Representative (signature): _____

Title: _____

Sworn to and Subscribed before me this _____ day of _____ 20____.

My Commission expires _____. NOTARY PUBLIC _____.

THIS PAGE MUST BE SIGNED AND NOTARIZED FOR YOUR BID TO BE CONSIDERED.

NOT FOR BIDDING PURPOSES

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BID BOND

TO ACCOMPANY PROPOSAL
(Not necessary if security is used)

KNOW ALL MEN BY THESE PRESENTS That: _____
_____ of _____ in the County of _____
_____ and State of _____ as **Principal**, and
_____ of _____ in the County of _____
and State of _____ as **Surety**, legally authorized to do business in the State, are held and
firmly unto the **Red Clay Consolidated School District (RCCSD)** in the sum of _____
Dollars (\$ _____), or _____ percent not
to exceed _____ Dollars (\$ _____
_____) of amount of bid on Contract No. **2-26-56**, to be paid to the **RCCSD** for the use and
benefit of the **RCCSD** for which payment well and truly to be made, we do bind ourselves, our and each of
our heirs, executors, administrators, and successors, jointly and severally for and in the whole firmly by
these presents.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH That if the above bonded **Principal** who has
submitted to the **RCCSD** a certain proposal to enter into this contract for the furnishing of certain material
and/or services within the **RCCSD**, shall be awarded this Contract, and if said **Principal** shall well and truly
enter into and execute this Contract as may be required by the terms of this Contract and approved by the
RCCSD this Contract to be entered into within twenty days after the date of official notice of the award
thereof in accordance with the terms of said proposal, then this obligation shall be void or else to be and
remain in full force and virtue.

Sealed with _____ seal and dated this _____ day of _____ in the year of our Lord two
thousand and _____ (20____).

SEALED, AND DELIVERED IN THE
Presence of

By:

Name of Bidder (Organization)

Corporate
Seal

By:

Authorized Signature

Arrest _____

Title

Name of Surety

Witness _____

By:

Title

NOT FOR BIDDING PURPOSES

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**SECTION 00 5213
STANDARD FORM OF AGREEMENT**

The contract to be utilized on this project shall be the "Standard Form of Agreement Between Owner and Contractor" AIA Document A101-2017, including AIA Document A101 – 2017 Exhibit A, as well as Supplements to A101-2017 and Exhibit A and the State of Delaware's General Requirements.

END OF SECTION 00 5213

NOT FOR BIDDING PURPOSES

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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)

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

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

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

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.

The Owner and Contractor agree as follows.

Init.

TABLE OF ARTICLES

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

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

(Check one of the following boxes.)

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

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

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

§ 3.3 Substantial Completion

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

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

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

☐ By the following date:

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

Portion of Work

Substantial Completion Date

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

ARTICLE 4 CONTRACT SUM

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

§ 4.2 Alternates

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

Item

Price

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

Item

Price

Conditions for Acceptance

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

Item

Price

§ 4.4 Unit prices, if any:

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

Item

Units and Limitations

Price per Unit (\$0.00)

§ 4.5 Liquidated damages, if any:

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

§ 4.6 Other:

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

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than () days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

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

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

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

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

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

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

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

§ 5.1.7 Retainage

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

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

§ 5.1.7.1.1 The following items are not subject to retainage:

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

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

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

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

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

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

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

§ 5.2 Final Payment

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

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

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

§ 5.3 Interest

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

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

_____ %

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

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

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

§ 6.2 Binding Dispute Resolution

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

(Check the appropriate box.)

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

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

ARTICLE 7 TERMINATION OR SUSPENSION

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

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

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

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

§ 8.5 Insurance and Bonds

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

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

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–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:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

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

- .5 Drawings

Number	Title	Date

- .6 Specifications

Section	Title	Date	Pages

- .7 Addenda, if any:

Number	Date	Pages

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

- .8 Other Exhibits:

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

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

☐ The Sustainability Plan:

Title	Date	Pages

☐ Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.9 Other documents, if any, listed below:

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

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

OWNER (Signature)

CONTRACTOR (Signature)

(Printed name and title)

(Printed name and title)



AIA Document A101™ – 2017 Exhibit A

Insurance and Bonds

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

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

THE OWNER:
(Name, legal status and address)

THE CONTRACTOR:
(Name, legal status and address)

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.

TABLE OF ARTICLES

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

ARTICLE A.1 GENERAL

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

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

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

§ A.2.2 Liability Insurance

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

§ A.2.3 Required Property Insurance

§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's

property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

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

(Indicate below the cause of loss and any applicable sub-limit.)

Cause of Loss

Sub-Limit

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

(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage

Sub-Limit

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

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

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

§ A.2.3.3 Insurance for Existing Structures

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

§ A.2.4 Optional Extended Property Insurance.

The Owner shall purchase and maintain the insurance selected and described below.

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

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

§ A.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

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

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

- ☐ **§ A.2.5.2 Other Insurance**
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage

Limits

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

§ A.3.1.1 Certificates of Insurance. The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

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

§ A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

§ A.3.2 Contractor's Required Insurance Coverage

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

§ A.3.2.2 Commercial General Liability

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

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

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

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

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

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

§ A.3.2.5 Workers' Compensation at statutory limits.

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

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

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

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

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

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

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

§ A.3.3 Contractor's Other Insurance Coverage

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

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

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

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

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

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

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

Coverage

Limits

§ A.3.4 Performance Bond and Payment Bond

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

(Specify type and penal sum of bonds.)

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

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

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

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

NOT FOR BIDDING PURPOSES

NOT FOR BIDDING PURPOSES

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**SECTION 00 5413
SUPPLEMENT TO AGREEMENT**

The following supplements modify the "Standard Form of Agreement Between Owner and Contractor," AIA Document A101-2017. Where a portion of the Standard Form of Agreement is modified or deleted by the following, the unaltered portions of the Standard Form of Agreement shall remain in effect.

ARTICLE 3: DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

- 3.1 Delete paragraph 3.1 in its entirety and replace with the following:
"The date of Commencement of the Work shall be a date set forth in a notice to proceed issued by the Owner."

ARTICLE 5: PAYMENTS

5.1 PROGRESS PAYMENTS

- 5.1.3 Delete paragraph 5.1.3 in its entirety and replace with the following:
"Provided that a valid Application for Payment is received by the Architect that meets all requirements of the Contract, payment shall be made by the Owner not later than 30 days after the Owner receives the valid Application for Payment."

- 5.3 Insert the interest rate of "1% per month not to exceed 12% per annum."

ARTICLE 6: DISPUTE RESOLUTION

6.2 BINDING DISPUTE RESOLUTION

Check the box "Other" – and add the following sentence:
"Any remedies available in law or in equity."

ARTICLE 7: TERMINATION or SUSPENSION

- 7.1.1.1 Delete paragraph 7.1.1.1 in its entirety.

ARTICLE 8: MISCELLANEOUS PROVISIONS

- 8.4 DELETE PARAGRAPH 8.4 IN ITS ENTIRETY AND REPLACE WITH THE FOLLOWING:
"THE CONTRACTOR'S REPRESENTATIVE SHALL NOT BE CHANGED WITHOUT TEN DAYS WRITTEN NOTICE TO THE OWNER."

END OF SECTION 00 5413

NOT FOR BIDDING PURPOSES

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**SECTION 00 5414
SUPPLEMENT TO EXHIBIT A**

The following supplements modify the "Standard Form of Agreement Between Owner and Contractor," AIA Document A101-2017 Exhibit A Insurance and Bonds. Where a portion of the Standard Form of Agreement is modified or deleted by the following, the unaltered portions of the Standard Form of Agreement shall remain in effect.

ARTICLE A.2 OWNER'S INSURANCE

A.2.1 General

Delete paragraph A.2.1 in its entirety.

A.2.1 Liability Insurance

Delete paragraph A.2.2 in its entirety, except in the case of school projects this paragraph shall remain.

A.2.3 Required Property Insurance

Delete paragraph A.2.3 in its entirety.

A.2.4 Optional Extended Property Insurance

Delete paragraph A.2.4 in its entirety.

A.2.5 Other Optional Insurance

Delete paragraph A.2.5 in its entirety.

ARTICLE A.3 CONTRACTORS INSURANCE AND BONDS

A.3.1.1 Strike the last sentence of the paragraph.

A.3.1.3 Additional Insured Obligations

In the first sentence after "coverage to include (1)" delete "(1) the Owner,".

Strike the remainder of the first sentence beginning at the semicolon ";" and (2) the Owner" through the end of the sentence.

Delete the second sentence in its entirety.

A.3.2.2.1 Insert "\$1,000,000.00" in the blank for each occurrence.

Insert "\$3,000,000.00" in the blank for general aggregate.

Insert "\$3,000,000.00" in the blank for aggregate for products-completed operations hazard.

A.3.2.3 Insert "\$1,000,000.00" in the blank for per accident.

A.3.2.6 Insert "\$500,000.00" in the blank for each accident.

Insert "\$500,000.00" in the blank for each employee.

Insert "\$500,000.00" in the blank for policy limit.

A.3.2.8 Insert "\$1,000,000.00" in the blank for per claim.

Insert "\$3,000,000.00" in the blank for in the aggregate.

A.3.2.9 Insert "\$1,000,000.00" in the blank for per claim.

Insert "\$3,000,000.00" in the blank for in the aggregate.

A.3.2.10 Insert "\$2,000,000.00" in the blank for per claim.

Insert "\$4,000,000.00" in the blank for in the aggregate.

A.3.2.11 Strike in its entirety.

A.3.2.12 Strike in its entirety.

A.3.3.2.1 Delete paragraph 3.3.2.1 in its entirety

A.3.3.2.2 Strike in its entirety.

A.3.3.2.3 Insert "\$1,000,000.00" in the blanks for per claim.

Insert "\$3,000,000.00" in the blanks for in the aggregate.

A.3.4 Insert the actual contract price in both the Payment Bond and the Performance Bond Penal Sum blanks. It must be 100% of the contract price.

Strike the last sentence in this section and replace with "Payment and Performance Bonds shall be in the standard form issued by the Delaware Office of Management and Budget."

END OF SECTION 00 5414

PERFORMANCE BOND

Bond Number: _____

KNOW ALL PERSONS BY THESE PRESENTS, that we, _____, as principal ("**Principal**"), and _____, a _____ corporation, legally authorized to do business in the State of Delaware, as surety ("**Surety**"), are held and firmly bound unto the **Red Clay Consolidated School District (RCCSD)**, in the amount of _____ (\$_____), to be paid to **Owner**, for which payment well and truly to be made, we do bind ourselves, our and each and every of our heirs, executors, administrations, successors and assigns, jointly and severally, for and in the whole, firmly by these presents.

Sealed with our seals and dated this _____ day of _____, 20__.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, that if **Principal**, who has been awarded by **Owner** that certain contract known as Contract No. **2-26-56** dated the _____ day of _____, 20__ (the "Contract"), which Contract is incorporated herein by reference, shall well and truly provide and furnish all materials, appliances and tools and perform all the work required under and pursuant to the terms and conditions of the Contract and the Contract Documents (as defined in the Contract) or any changes or modifications thereto made as therein provided, shall make good and reimburse **Owner** sufficient funds to pay the costs of completing the Contract that **Owner** may sustain by reason of any failure or default on the part of **Principal**, and shall also indemnify and save harmless **Owner** from all costs, damages and expenses arising out of or by reason of the performance of the Contract and for as long as provided by the Contract; then this obligation shall be void, otherwise to be and remain in full force and effect.

Surety, for value received, hereby stipulates and agrees, if requested to do so by **Owner**, to fully perform and complete the work to be performed under the Contract pursuant to the terms, conditions and covenants thereof, if for any cause **Principal** fails or neglects to so fully perform and complete such work.

Surety, for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of **Surety** and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition or change in or to the Contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any work to be performed or any monies due or to become due thereunder; and **Surety** hereby waives notice of any and all such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, subcontractors, and other transferees shall have the same effect as to **Surety** as though done or omitted to be done by or in relation to **Principal**.

Surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the Contract shall in any way whatsoever affect the obligation of **Surety** and its bond.

Any proceeding, legal or equitable, under this Bond may be brought in any court of competent jurisdiction in the State of Delaware. Notices to **Surety** or Contractor may be mailed or delivered to them at their respective addresses shown below.

IN WITNESS WHEREOF, **Principal** and **Surety** have hereunto set their hand and seals, and such of them as are corporations have caused their corporate seal to be hereto affixed and these presents to be signed by their duly authorized officers, the day and year first above written.

PRINCIPAL

Name: _____

Witness or Attest:

Address: _____

Name:

By: _____ (SEAL)

Name:

Title:

(Corporate Seal)

SURETY

Name: _____

Witness or Attest:

Address: _____

Name:

By: _____ (SEAL)

Name:

Title:

(Corporate Seal)

PAYMENT BOND

Bond Number: _____

KNOW ALL PERSONS BY THESE PRESENTS, that we, _____, as principal ("**Principal**"), and _____, a _____ corporation, legally authorized to do business in the State of Delaware, as surety ("**Surety**"), are held and firmly bound unto the **Red Clay Consolidated School District (RCCSD)**, in the amount of _____ (\$_____), to be paid to **Owner**, for which payment well and truly to be made, we do bind ourselves, our and each and every of our heirs, executors, administrations, successors and assigns, jointly and severally, for and in the whole, firmly by these presents.

Sealed with our seals and dated this _____ day of _____, 20__.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, that if **Principal**, who has been awarded by **Owner** that certain contract known as Contract No. **2-26-56** dated the _____ day of _____, 20__ (the "Contract"), which Contract is incorporated herein by reference, shall well and truly pay all and every person furnishing materials or performing labor or service in and about the performance of the work under the Contract, all and every sums of money due him, her, them or any of them, for all such materials, labor and service for which **Principal** is liable, shall make good and reimburse **Owner** sufficient funds to pay such costs in the completion of the Contract as **Owner** may sustain by reason of any failure or default on the part of **Principal**, and shall also indemnify and save harmless **Owner** from all costs, damages and expenses arising out of or by reason of the performance of the Contract and for as long as provided by the Contract; then this obligation shall be void, otherwise to be and remain in full force and effect.

Surety, for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of **Surety** and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition or change in or to the Contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any work to be performed or any monies due or to become due thereunder; and **Surety** hereby waives notice of any and all such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, subcontractors, and other transferees shall have the same effect as to **Surety** as though done or omitted to be done by or in relation to **Principal**.

Surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the Contract shall in any way whatsoever affect the obligation of **Surety** and its bond.

Any proceeding, legal or equitable, under this Bond may be brought in any court of competent jurisdiction in the State of Delaware. Notices to **Surety** or Contractor may be mailed or delivered to them at their respective addresses shown below.

IN WITNESS WHEREOF, **Principal** and **Surety** have hereunto set their hand and seals, and such of them as are corporations have caused their corporate seal to be hereto affixed and these presents to be signed by their duly authorized officers, the day and year first above written.

PRINCIPAL

Name: _____

Witness or Attest:

Address: _____

Name:

(Corporate Seal)

By: _____ (SEAL)

Name:

Title:

SURETY

Name: _____

Witness or Attest:

Address: _____

Name:

(Corporate Seal)

By: _____ (SEAL)

Name:

Title:

SECTION 00 6276
APPLICATION AND CERTIFICATE FOR PAYMENT FORMS

The form for submission and approval for the Contractor's payment shall be submitted using the American Institute of Architects Document AIA forms G702 and G703 (1992 Edition) entitled Application and Certificate for Payment and Continuation Sheet, respectively.

END OF SECTION 00 6276

NOT FOR BIDDING PURPOSES

NOT FOR BIDDING PURPOSES

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Application and Certificate for Payment

TO OWNER:	PROJECT:	APPLICATION NO:	Distribution to:
		PERIOD TO:	OWNER ☐
FROM CONTRACTOR:	VIA ARCHITECT:	CONTRACT FOR:	ARCHITECT ☐
		CONTRACT DATE:	CONTRACTOR ☐
		PROJECT NOS:	FIELD ☐
			OTHER ☐

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM \$
2. NET CHANGE BY CHANGE ORDERS \$
3. CONTRACT SUM TO DATE (Line 1 ± 2) \$
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$

5. RETAINAGE:

- a. _____ % of Completed Work
(Columns D + E on G703) \$
- b. _____ % of Stored Material
(Column F on G703) \$

Total Retainage (Lines 5a + 5b, or Total in Column I of G703) \$

6. TOTAL EARNED LESS RETAINAGE \$
(Line 4 minus Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$
(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE \$
9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 minus Line 6) \$

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

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and 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: _____ Date: _____
State of: _____
County of: _____
Subscribed and sworn to before me this _____ day of _____
Notary Public: _____
My commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

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 \$
(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: _____
By: _____ 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.

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Continuation Sheet

AIA Document G702™-1992, Application and Certificate for Payment, or G732™-2009, Application and 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.

A	B	C	D	E	F	G	H	I
ITEM NO.	DESCRIPTION OF WORK	C SCHEDULED VALUE	E WORK COMPLETED		F MATERIALS PRESENTLY STORED <i>(Not in D or E)</i>	G TOTAL COMPLETED AND STORED TO DATE <i>(D+E+F)</i>	H BALANCE TO FINISH <i>(C - G)</i>	I RETAINAGE <i>(If variable rate)</i>
			D FROM PREVIOUS APPLICATION <i>(D + E)</i>	THIS PERIOD				
	GRAND TOTAL							

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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**SECTION 00 7213
GENERAL CONDITIONS**

The General Conditions of this Contract are as stated in the American Institute of Architects Document AIA A201 (2017 Edition) entitled General Conditions of the Contract for Construction as revised by the Supplementary General Conditions and is part of this project manual as if herein written in full.

END OF SECTION 00 7213

NOT FOR BIDDING PURPOSES

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AIA[®] Document A201[™] – 2017

General Conditions of the Contract for Construction

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

THE OWNER:
(Name, legal status and address)

THE ARCHITECT:
(Name, legal status and address)

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.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining

provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

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

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

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

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

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

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

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

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon 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 E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–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.

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

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the

site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

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

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

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's

capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

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

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

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

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

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

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes

remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

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

§ 3.6 Taxes

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

§ 3.7 Permits, Fees, Notices and Compliance with Laws

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

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

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

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

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

§ 3.9 Superintendent

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

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

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

§ 3.10 Contractor's Construction and Submittal Schedules

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

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

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

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

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

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

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

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

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

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

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

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

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

time and in the form specified by the Architect.

§ 3.13 Use of Site

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

§ 3.14 Cutting and Patching

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

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

§ 3.15 Cleaning Up

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

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

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 Indemnification

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

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

ARTICLE 4 ARCHITECT

§ 4.1 General

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

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

§ 4.2 Administration of the Contract

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

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

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

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

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

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under

Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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

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

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

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

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

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

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

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

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

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the

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

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

§ 5.3 Subcontractual Relations

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

§ 5.4 Contingent Assignment of Subcontracts

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

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

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

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

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate

Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

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

§ 6.2 Mutual Responsibility

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

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

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

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

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

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

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

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

§ 7.2 Change Orders

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

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

§ 7.3 Construction Change Directives

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

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

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

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

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

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

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

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

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The

Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

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

§ 7.4 Minor Changes in the Work

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

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

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

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

§ 8.2 Progress and Completion

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

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

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

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable

by the Owner to the Contractor for performance of the Work under the Contract Documents.

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

§ 9.2 Schedule of Values

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

§ 9.3 Applications for Payment

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

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

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

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

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

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The

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

§ 9.5 Decisions to Withhold Certification

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

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

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

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

§ 9.6 Progress Payments

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

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

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

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers

to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

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

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

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

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

§ 9.7 Failure of Payment

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

§ 9.8 Substantial Completion

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

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

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

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

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

§ 9.9 Partial Occupancy or Use

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

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

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

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

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

constitute a waiver of Claims.

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

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.2 Safety of Persons and Property

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

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

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

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

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

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

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

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

§ 10.2.8 Injury or Damage to Person or Property

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

§ 10.3 Hazardous Materials and Substances

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

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

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

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

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

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

§ 10.4 Emergencies

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the

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

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

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

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

§ 11.2 Owner's Insurance

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

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

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

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The

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

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

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

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

§ 11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

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

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

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

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

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

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

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

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

§ 13.3 Rights and Remedies

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

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

§ 13.4 Tests and Inspections

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

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

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

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

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

§ 13.5 Interest

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

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

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

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

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

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

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

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

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

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

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

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

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

§ 15.1.5 Claims for Additional Cost

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

§ 15.1.6 Claims for Additional Time

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

15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

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

§ 15.1.7 Waiver of Claims for Consequential Damages

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

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

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

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

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

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

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

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

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

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

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

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

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

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

§ 15.4 Arbitration

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

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

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

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly

consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

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

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

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

NOT FOR BIDDING PURPOSES

**SECTION 00 7313
SUPPLEMENTARY GENERAL CONDITIONS**

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

TABLE OF ARTICLES

1. GENERAL PROVISIONS
2. OWNER
3. CONTRACTOR
4. ADMINISTRATION OF THE CONTRACT
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6. CONSTRUCTION BY OWNER OR SEPARATE CONTRACTORS
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14. TERMINATION OR SUSPENSION OF THE CONTRACT
15. CLAIMS AND DISPUTES

ARTICLE 1: GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 THE CONTRACT DOCUMENTS

Strike the last sentence of Section 1.1.1 in its entirety and replace with the following:

"The Contract Documents also include Advertisement for Bid, Instructions to Bidder, sample forms, the Bid Form, the Contractor's completed Bid and the Award Letter."

Add the following Section:

"1.1.1.1 In the event of conflict or discrepancies among the Contract Documents, the Documents prepared by the State of Delaware, Division of Facilities Management shall take precedence over all other documents."

1.1.8 INITIAL DECISION MAKER

Strike the last sentence of Section 1.1.8 in its entirety and add the following to the end of the remaining sentence:

" and certify termination of the Agreement under Section 14.2.2."

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

1.2.1.1 Insert "if possible" at the end of the second sentence.

Add the following Sections:

"1.2.4 In the case of an inconsistency between the Drawings and the 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."

1.2.5 The word "PROVIDE" as used in the Contract Documents shall mean "FURNISH AND INSTALL" and shall include, without limitation, all labor, materials, equipment, transportation, services and other items required to complete the Work."

"1.2.6 The word "PRODUCT" as used in the Contract Documents means all materials, systems and equipment."

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

Strike Section 1.5.1 in its entirety and replace with the following:

All pre-design studies, drawings, specifications and other documents, including those in electronic form, prepared by the Architect under this Agreement are, and shall remain, the property of the Owner whether the Project for which they are made is executed or not.

Such documents may be used by the Owner to construct one or more like Projects without the approval of, or additional compensation to, the Architect. The Contractor, Subcontractors, Sub-subcontractors, and Material or Equipment Suppliers are authorized to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Architect and the Architect's consultants appropriate to and for use in the execution of their Work under the Contract Documents. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor or Material and Equipment Supplier on other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and Architect's consultants.

The Architect shall not be liable for injury or damage resulting from the re-use of drawings and specifications if the Architect is not involved in the re-use Project. Prior to re-use of construction documents for a Project in which the Architect is not also involved, the Owner will remove from such documents all identification of the original Architect, including name, address and professional seal or stamp."

Strike Section 1.5.2 in its entirety.

1.7 DIGITAL DATA USE AND TRANSMISSION

Strike Section 1.7 in its entirety and replace with the following:

"The parties shall agree upon protocols governing transmission and use of Instruments of Service or any other information or documentation in digital form."

1.8 BUILDING INFORMATION MODELS USE AND RELIANCE

Strike Section 1.8 in its entirety.

ARTICLE 2: OWNER

2.2 EVIDENCE OF THE OWNERS FINANCIAL ARRANGEMENTS

Strike Section 2.2 in its entirety.

2.3 INFORMATION AND SERVICES REQUIRED OF THE OWNER

2.3.3 Strike 2.3.3 in its entirety.

2.3.4 Add the following sentence at the end of the paragraph:

"The Contractor, at their expense shall bear the costs to accurately identify the location of all underground utilities in the area of their excavation and shall bear all cost for any repairs required, out of failure to accurately identify said utilities."

Strike Section 2.3.6 in its entirety and replace with the following:

"2.3.6 The Contractor shall be furnished free of charge (1) electronic set of the Drawings and Project Manuals. Additional sets will be furnished at the cost of reproduction, postage and handling."

2.5 OWNER'S RIGHT TO CARRY OUT THE WORK

Add ", except as outlined in Section 3.15" after the reference to "Article 15" at the end of the last sentence of the Section.

ARTICLE 3: CONTRACTOR

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

3.2.2 Add "and Owner" after "report to the Architect" in the second sentence.

3.2.4 Strike "subject to Section 15.1.7" in the second sentence.

3.2.4 Strike the third sentence.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

Add the following Sections:

"3.3.2.1 The Contractor shall immediately remove from the Work, whenever requested to do so by the Owner, any person who is considered by the Owner or Architect to be incompetent or disposed to be so disorderly, or who for any reason is not satisfactory to the Owner, and that person shall not again be employed on the Work without the consent of the Owner or the Architect."

"3.3.4 The Contractor must provide suitable storage facilities at the Site for the proper protection and safe storage of their materials, or as otherwise identified by the specifications. Consult the Owner and the Architect before storing any materials."

"3.3.5 When any room is used as a shop, storeroom, office, etc., by the Contractor or Subcontractor(s) during the construction of the Work, the Contractor making use of these areas will be held responsible for any repairs, patching or cleaning arising from such use.

3.4 LABOR AND MATERIALS

Add the Following Sections:

"3.4.4 Before starting the Work, each Contractor shall carefully examine all preparatory Work that has been executed to receive their Work. Check carefully, by whatever means are required, to insure that its Work and adjacent, related Work, will finish to proper contours, planes and levels. Promptly notify the Architect & Owner of any defects or imperfections in preparatory Work which will in any way affect satisfactory completion of its Work. Absence of such notification will be construed as an acceptance of preparatory Work and later claims of defects will not be recognized."

"3.4.5 Under no circumstances shall the Contractor's Work proceed prior to preparatory Work having been completely cured, dried and/or otherwise made satisfactory to receive this Work. Responsibility for timely installation of all materials rests solely with the Contractor responsible for that Work, who shall maintain coordination at all times."

3.5 WARRANTY

Add the following Sections:

"3.5.3 The Contractor will guarantee all materials and workmanship against original defects, except injury from proper and usual wear when used for the purpose intended, for two years after Acceptance by the Owner, and will maintain all items in perfect condition during the period of warranty."

"3.5.4 Defects appearing during the period of warranty will be made good by the Contractor at his expense upon demand of the Owner, it being required that all work will be in perfect condition when the period of warranty will have elapsed."

"3.5.5 Upon notification by the Owner of a defect covered by the Contractor's warranty, the Contractor shall respond within 4 hours of the notification."

"3.5.6 In addition to the General Warranty there are other warranties required for certain items for different periods of time than the two years as above, and are particularly so stated in that part of the specifications referring to same. The said warranties will commence at the same time as the General Warranty."

"3.5.7 If the Contractor fails to remedy any failure, defect or damage within a reasonable time after receipt of notice, the Owner will have the right to replace, repair, or otherwise remedy the failure, defect or damage at the Contractor's expense."

3.8 ALLOWANCES

Add the following Section:

3.8.1.1 For costs to be covered under a project allowance, (included in the schedule of values) the Contractor shall submit a summary of those costs anticipated and an Allowance Access Authorization Form to the Architect and Owner, reflecting the projected costs. The Allowance Access Authorization Form must be signed by the Owner prior to initiating any work associated with the allowance."

3.10 CONTRACTOR'S CONSTRUCTION AND SUBMITTAL SCHEDULES

3.10.1 Add "estimated" after "and the" and before "date of" in the second sentence.

3.10.2 Strike "and thereafter as necessary to maintain a current submittal schedule" in the first sentence.

3.11 DOCUMENTS AND SAMPLES AT THE SITE

Add the following Sections:

"3.11.1 During the course of the Work, the Contractor shall maintain a record set of drawings on which the Contractor shall mark the actual physical location of all piping, valves, equipment, conduit, outlets, access panels, controls, actuators, including all appurtenances that will be concealed once construction is complete, etc., including all invert elevations."

"3.11.2 At the completion of the project, the Contractor shall obtain a set of the conformed contract drawings from the Architect, and neatly transfer all information outlined in 3.11.1 to provide a complete record of the as-built conditions."

"3.11.3 Upon completion of the work noted in 3.11.2 the contractor shall schedule a meeting with the Architect/Engineer and Owner to review the final record drawings and closeout documents prior to submission. After this meeting the Contractor shall make adjustments per the review, and submit one (1) original markup and (2) copies of the red line drawings (as-built conditions, to the Owner and one (1) print to the Architect. In addition, attach one complete set of the as-built documents to each of the Operating and Maintenance Instructions/Manuals. The Contractor will include (2) USB drives, each containing all "red line drawings (as-built) and Closeout Documents properly tabbed in accordance with closeout requirements as defined elsewhere in the contract documents."

3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

3.12.10.2 Strike "If the Contract Documents require" from the beginning of the sentence.

3.12.10.2 Strike "to" between "professional" and certify" and replace with "shall".

3.17 Insert "indemnify and" between "shall" and "hold" in the second sentence.

ARTICLE 4: ADMINISTRATION OF THE CONTRACT

4.2 ADMINISTRATION OF THE CONTRACT

4.2.7 Strike the first sentence and replace with the following:

"The Architect will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples for the purpose of checking for conformance with the Contract Documents."

4.2.7 Strike the second sentence and replace with the following:

"The Architect's action will be taken with such reasonable promptness as to cause no delay in the Work in the activities of the Owner, Contractor or separate Contractors, while allowing sufficient time in the Owner's professional judgment to permit adequate review."

Add the following Section:

"4.2.10.1 There will be no full-time Project Representative provided by the Owner or Architect on this project."

"4.2.13 Add "and in compliance with all local requirements." to the end of the sentence."

ARTICLE 5: SUBCONTRACTORS

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

5.2.2 Strike Section 5.2.3 in its entirety and replace with the following:

"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, subject to the statutory requirements of 29 Delaware Code § 6962(d)(10)b.3 and 4."

5.2.4 Strike Section 5.2.4 in its entirety and replace with the following:

"The Contractor may not substitute any Subcontractor listed in its Bid unless the Contractor complies with the requirements of 29 Delaware Code § 6962(d)(10)b.3 and 4. Failure to comply with this requirement shall subject the Contractor to a penalty as outlined in Section 5.2 of the Owner's General Requirements."

Add the following Section:

"5.2.5 The Contractor shall comply and shall ensure all Subcontractors comply with all requirements for drug testing as set forth in TITLE 19 LABOR DELAWARE ADMINISTRATIVE CODE 4000 Office of Management and Budget 4100 Division of Facilities Management **4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects.**"

5.1.2 The decision of the awarding Agency as to whether a Bidder who list itself as the Subcontractor for a Subcontractor category shall be final and binding upon all Bidders, and no action of any nature shall lie against any awarding agency or its employees or officers because of its decision in this regard.

5.1.3 After such a Contract has been awarded, the successful Bidder shall not substitute another Subcontractor for any Subcontractor whose name was set forth in the statement which accompanied the Bid without the written consent of the awarding Agency.

5.1.4 No Agency shall consent to any substitution of Subcontractors unless the Agency is satisfied that the Subcontractor whose name is on the Bidders accompanying statement:

ARTICLE 6: CONSTRUCTION BY OWNER OR SEPARATE CONTRACTORS

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

6.1.1 Strike "and waiver of subrogation" from the end of the second sentence.

6.1.4 Strike Section 6.1.4 in its entirety.

6.2 MUTUAL RESPONSIBILITY

6.2.3 Strike "shall" and replace with "may" in the second sentence.

ARTICLE 7: CHANGES IN THE WORK

(SEE ARTICLE 7: CHANGES IN WORK IN THE STATE OF DELAWARE DIVISION OF FACILITIES MANAGEMENT GENERAL REQUIREMENTS)

7.2 CHANGE ORDERS

Add the following Sections:

"7.2.2 In addition to the above:

7.2.2.1 The General Contractor is allowed a fifteen percent (15%) markup for overhead and profit for additional work performed by the General Contractor's own forces.

7.2.2.2 For additional subcontractor work, the Subcontractor is allowed a fifteen (15) percent overhead and profit on change order work above and beyond the direct costs stated previously. To this amount, the General Contractor will be allowed a mark-up not exceeding seven- and one-half percent (7.5%) on the subcontractor's work.

7.2.2.3 Where the Third Tier Contractor is going to be completing the additional work, the Third-Tier contractor will be allowed a markup of fifteen percent (15%) overhead and profit on changes order work above and beyond the direct costs stated previously. To this amount, the Subcontractor will be allowed a markup not to exceed seven and one-half percent (7.5%) on the Third-Tier Contractor's work and the General Contractor will be allowed a markup not to exceed seven and one-half percent (7.5%) of the amount of the Subcontractor's markup.

7.2.2.5 These markups shall include all costs including, but not limited to: overhead, profit, bonds, insurance, supervision, etc."

7.3.4.1 Strike "and other employee costs approved by the Architect" after "worker's compensation insurance,"

7.3.4.4 Add "work attributable to the" before "change" at the end of the sentence

7.4 MINOR CHANGES IN THE WORK

Add "unless such changes are approved" at the end of the third sentence.

ARTICLE 8: TIME

8.2 PROGRESS AND COMPLETION

8.2.1 Add the following Section:

"8.2.1.1 Refer to Project Specifications Section SUMMARY OF WORK for Contract time requirements."

8.2.2 After "by the Contractor" strike "and" and insert "to".

8.2.4 Add the following Section:

"8.2.4 If the Work falls behind the Progress Schedule as submitted by the Contractor, the Contractor shall employ additional labor and/or equipment necessary to bring the Work into compliance with the Progress Schedule at no additional cost to the Owner."

8.3 DELAYS AND EXTENSION OF TIME

8.3.1 Strike "binding dispute resolution" and insert "any and all remedies at law or in equity".

Add the following Section:

"8.3.2.1 The Contractor shall update the status of the suspension, delay, or interruption of the Work with each Application for Payment. (The Contractor shall report the termination of such cause immediately upon the termination thereof.) Failure to comply with this procedure shall constitute a waiver for any claim for adjustment of time or price based upon said cause."

Strike Section 8.3.3 in its entirety and replace with the following:

8.3.3 "Except in the case of a suspension of the Work directed by the Owner, an extension of time under the provisions of Section 8.3.1 shall be the Contractor's sole remedy in the progress of the Work and there shall be no payment or compensation to the Contractor for any expense or damage resulting from the delay."

Add the following Section:

"8.3.4 By permitting the Contractor to work after the expired time for completion of the project, the Owner does not waive their rights under the Contract."

ARTICLE 9: PAYMENTS AND COMPLETION

9.2 SCHEDULE OF VALUES

Add the following Sections:

"9.2.1 The Schedule of Values shall be submitted using AIA Document G703, Continuation Sheet to G702."

"9.2.2 The Schedule of Values is to include a line item for Project Closeout Document Submittal. The value of this item is to be no less than 1.5% of the initial contract amount.

9.3 APPLICATIONS FOR PAYMENT

9.3.1 Strike Section 9.3.1 in its entirety and replace with the following:

"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 for completed portions of the Work. The application shall be notarized, 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."

Add the following Sections:

"9.3.1.3 Application for Payment shall be submitted on AIA Document G702 "Application and Certificate for Payment", supported by AIA Document G703 "Continuation Sheet". Said Applications shall be fully executed and notarized."

"9.3.4 Until Closeout Documents have been received and outstanding items completed the Owner will pay 95% (ninety-five percent) of the amount due the Contractor on account of progress payments."

"9.3.5 The Contractor shall provide a current and updated Progress Schedule to the Architect with each Application for Payment. Failure to provide Schedule will be just cause for rejection of Application for Payment."

9.5 DECISIONS TO WITHHOLD CERTIFICATION

On projects where commissioning is included, the commissioning work as defined in the specifications must be complete prior to the issuance of substantial completion.

Add the following Subsections to 9.5.1:

- .8 failure to provide a current Progress Schedule;
- .9 a lien or attachment is filed;
- .10 failure to comply with mandatory requirements for maintaining Record Documents.

9.6 PROGRESS PAYMENTS

9.6.1 Strike Section 9.6.1 in its entirety and replace with the following:

"9.6.1 After the Architect has approved and issued a Certificate for Payment, payment shall be made by the Owner within 30 days after Owner's receipt of the Certificate for Payment."

9.6.8 Strike "Provided the Owner has fulfilled its payment obligations under the Contract Documents," in the first sentence.

9.7 FAILURE OF PAYMENT

Strike Section 9.7 in its entirety and replace with the following:

"If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within fourteen days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within thirty days after the date established in the Contract Documents, the amount certified by the Architect, then the Contractor may, upon thirty 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

9.8.3 At the end of Section 9.8.3, add the following sentence:

"If the Architect is required to make more than 2 inspections of the same portion of work, the Contractor shall be responsible for all costs associated with subsequent inspections including but not limited to any Architect's fees."

9.8.5 Strike "shall" and insert "may" in the second sentence.

9.8.5 Insert "1/2 of the" after "make payment of" in the second sentence.

9.9 PARTIAL OCCUPANCY OR USE

9.9.1 Strike the the first sentence and replace with the following (the remainder of the Section remains as written):

"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 authorized by public authorities having jurisdiction over the Project."

9.10.2 Strike "to remain in force after final payment is currently in effect" after "required by the Contract Documents" and replace with "shall remain in force until final payment is completed" in the first sentence.

9.10.4.4 Strike "if permitted by the Contract Documents,"

ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

Add the following Sections:

10.1.1 Each Contractor shall develop a safety program in accordance with the Occupational Safety and Health Act of 1970. A copy of said plan shall be furnished to the Owner and Architect prior to the commencement of that Contractor's Work.

10.1.2 Each Contractor shall appoint a Safety Representative. Safety Representatives shall be someone who is on site on a full time basis. If deemed necessary by the Owner or Architect, Contractor Safety meetings will be scheduled. The attendance of all Safety Representatives will be required. Minutes will be recorded of said meetings by the Contractor and will be distributed to all parties as well as posted in all job offices/trailers etc.

10.2 SAFETY OF PERSONS AND PROPERTY

Add the following Section:

10.2.4.1 As required in the Hazardous Chemical Act of June 1984, all vendors supplying any material that may be defined as hazardous must provide Material Safety Data Sheets for those products. Any chemical product should be considered hazardous if it has a caution warning on the label relating to a potential physical or health hazard, if it is known to be present in the work place, and if employees may be exposed under normal conditions or in foreseeable emergency situations. Material Safety Data Sheets shall be provided directly to the Owner, along with the shipping slips that include those products.

10.2.5 Strike the second sentence in its entirety.

10.3 HAZARDOUS MATERIALS AND SUBSTANCES

10.3.3 Strike Section 10.3.3 in its entirety.

10.3.4 Insert "hazardous" in the last sentence after "handling of such".

10.3.6 Strike Section 10.3.6 in its entirety.

ARTICLE 11: INSURANCE AND BONDS

11.1 CONTRACTOR'S INSURANCE AND BONDS

11.1.1 Strike "Owner" from the third sentence.

11.2 OWNER'S LIABILITY INSURANCE

Strike 11.2 in its entirety, except that in the case of school projects in which case Section 11.2 shall remain.

11.3 WAIVERS OF SUBROGATION

Delete Section 11.3 in its entirety

11.4 LOSS OF USE, BUSINESS INTERRUPTION, AND DELAY IN COMPLETION
INSURANCE

Delete Section 11.4 in its entirety

ARTICLE 12: UNCOVERING AND CORRECTION OF WORK

12.2.2 AFTER SUBSTANTIAL COMPLETION

12.2.1.1 Strike all references to "one year" or "one-year" and replace with "two years".

Add the following Section:

"12.2.2.1.1 At any time during the progress of the Work, or in any case where the nature of the defects will be such that it is not expedient to have corrected, the Owner, at its option, will have the right to deduct such sum, or sums, of money from the amount of the Contract as it considers justified to adjust the difference in value between the non-conforming work and that required under contract including any damage to the structure."

12.2.2.2 Strike "one-year" and replace with "two years".

12.2.2.3 Strike "one-year" and replace with "two years".

12.2.5 Strike "one-year" and replace with "two years".

ARTICLE 13: MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

Strike the last sentence.

13.4 TESTS AND INSPECTIONS

13.4.1 Strike the last sentence and replace with the following:

"The Owner shall pay for tests, inspections, or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor."

13.5 INTEREST

Strike "the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located" and replace with "30 days of presentment of the authorized Certificate of Payment at the annual rate of 12% or 1% per month."

Insert the following Section:

"13.6 CONFLICTS WITH FEDERAL STATUTES OR REGULATIONS"

13.6.1 If any provision, specifications or requirement of the Contract Documents conflict or is inconsistent with any statute, law or regulation of the government of the United State of America, the Contractor shall notify the Architect and Owner immediately upon discovery."

ARTICLE 14: TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

14.1.1.4 Insert ", upon the Contractors' request," after "furnish to the Contractor".

14.1.3 Strike "and profit on Work not executed, and" after "as well as reasonable overhead" and replace with ", profit, and reasonable"

14.3 SUSPENSION BY OWNER FOR CONVENIENCE

14.3.2 Strike "Adjustment of the Contract Sum shall include profit".

14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

14.4.3 Strike Section 14.4.3 in its entirety and replace with the following:

"In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and reasonable costs incurred by reason of such termination along with reasonable overhead."

ARTICLE 15: CLAIMS AND DISPUTES

15.1 CLAIMS

15.1.2 TIME LIMITS ON CLAIMS

Strike the last sentence.

15.1.3 NOTICE OF CLAIM

Strike all references to "21" and replace with "45".

15.1.5 CLAIMS FOR ADDITIONAL COSTS

Strike the first sentence and replace with the following:

"Contractor shall not proceed to execute any portion of the Work that is subject to the Claim without prior approval of the costs or method of payment for the costs associated with the

Claim as determined by the Architect and approved by the Owner.”

15.1.7 WAIVER OF CLAIMS FOR CONSEQUENTIAL DAMAGES

Strike Section 15.1.7 in its entirety.

15.2 INITIAL DECISION

15.2.1 Strike “and binding dispute resolution” in the fourth sentence and replace with “or any and all remedies at law or in equity”.

15.2.5 Strike Section 15.2.5 in its entirety and replace with the following:

“The Architect will approve or reject Claims by written decision, which shall state the reasons therefore and shall notify the parties of any change in the Contract Sum or Contract Time or both. The approval or rejection of a Claim by the Architect shall be subject to mediation and any or all remedies at law or in equity.”

15.2.6 Strike Section 15.2.6 and its sub-Sections in their entirety.

15.3 MEDIATION

15.3.1 Strike “binding dispute resolution” and replace with “any or all remedies at law or in equity

15.3.2 Strike “, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedure in effect on the date of the Agreement,” in the first sentence.

15.3.2 Strike all references to “binding dispute resolution” and replace with “any or all remedies at law and in equity”.

15.3.3 Strike Section 15.3.3 in its entirety.

15.4 ARBITRATION

Strike Section 15.4 and its Subsections in their entirety.

END OF SECTION 00 7313

NOT FOR BIDDING PURPOSES

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**SECTION 00 7343
WAGE RATE REQUIREMENTS**

For renovation and new construction projects whose costs exceed the thresholds contained in Delaware Code, Title 29, Section 6960, the minimum wage rates for various classes of laborers and mechanics shall be as determined by the Department of Labor, Division of Industrial Affairs of the State of Delaware.

SEE ATTACHED WAGE DETERMINATION SCHEDULE DATED March 25 , 2026

END OF SECTION 00 7343

NOT FOR BIDDING PURPOSES

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STATE OF DELAWARE
DEPARTMENT OF LABOR
DIVISION OF INDUSTRIAL AFFAIRS
OFFICE OF LABOR LAW ENFORCEMENT
PHONE: (302) 318-2769

Mailing Address:
252 Chapman Road
Suite 210
Newark, DE 19702

Located at:
252 Chapman Road
Suite 210
Newark, DE 19702

PREVAILING WAGES FOR BUILDING CONSTRUCTION EFFECTIVE MARCH 13, 2026

CLASSIFICATION	NEW CASTLE	KENT	SUSSEX
ASBESTOS WORKERS	30.70	37.78	55.01
BOILERMAKERS	91.87	46.61	68.52
BRICKLAYERS	68.29	68.29	68.29
CARPENTERS	64.06	64.06	52.30
CEMENT FINISHERS	96.91	68.92	53.44
ELECTRICAL LINE WORKERS	61.02	52.34	39.90
ELECTRICIANS	86.87	86.87	86.87
ELEVATOR CONSTRUCTORS	121.73	86.57	109.37
GLAZIERS	88.42	88.42	76.04
INSULATORS	71.54	71.54	71.54
IRON WORKERS	79.33	79.33	79.33
LABORERS	59.65	59.65	59.65
MILLWRIGHTS	91.00	91.00	73.10
PAINTERS	61.53	61.53	61.53
PILEDRIERS	93.37	52.83	42.72
PLASTERERS	40.06	40.06	29.69
PLUMBERS/PIPEFITTERS/STEAMFITTERS	82.05	85.29	78.26
POWER EQUIPMENT OPERATORS	85.29	85.29	85.29
ROOFERS-COMPOSITION	36.41	31.28	33.64
ROOFERS-SHINGLE/SLATE/TILE	24.68	29.36	23.08
SHEET METAL WORKERS	87.84	87.84	87.84
SOFT FLOOR LAYERS	63.69	63.69	50.43
SPRINKLER FITTERS	77.63	77.63	77.63
TERRAZZO/MARBLE/TILE FNRS	73.75	73.75	84.10
TERRAZZO/MARBLE/TILE STRS	81.93	81.93	93.27
TRUCK DRIVERS	58.41	36.83	28.66

CERTIFIED: 3-25-2026

BY: Sabrina Chasler/Sn

ADMINISTRATOR, OFFICE OF LABOR LAW ENFORCEMENT

NOTE: THESE RATES ARE PROMULGATED AND ENFORCED PURSUANT TO THE PREVAILING WAGE REGULATIONS ADOPTED BY THE DEPARTMENT OF LABOR ON APRIL 3, 1992.

CLASSIFICATIONS OF WORKERS ARE DETERMINED BY THE DEPARTMENT OF LABOR. FOR ASSISTANCE IN CLASSIFYING WORKERS, OR FOR A COPY OF THE REGULATIONS OR CLASSIFICATIONS, PHONE (302) 318-2769.

NON-REGISTERED APPRENTICES MUST BE PAID THE MECHANIC'S RATE.

PROJECT: MC1002000761 Renovations to Mckean High School Roof, New Castle County

PREVAILING WAGE DEBARMENT LIST

The following contractors have been debarred for violations of the prevailing wage law 29Del.C. §6960 or other applicable State statutes.

Therefore, no public construction contract in this State shall be bid on, awarded to, or received by contractors and individuals on this list for a period of (3) three years from the date of the judgment or as deemed by a court of competent jurisdiction.

Contractor	Address	Date of Debarment
Mullen Brothers, Inc. and Daniel Mullen, individually	3375 Garnett Road, Boothwyn, PA 19060	Indefinite/ Civil Contempt
State Contractors Corporation, and Jose Oscar Rivera, individually	13004 Hathaway Drive Silver Spring, MD 20906	Indefinite/ 19 <u>Del.C. 2374(f)</u>
Green Granite and Jason Green, individually	604 Heatherbrooke Court Avondale, PA 19311	Indefinite/ Civil Contempt
Pro Image Landscaping, Inc. and Owner(s) individually	23 Commerce Street Wilmington, DE 19801 and/or 2 Cameo Road Claymont, DE 19703	Indefinite/19 <u>Del.C. §108 & 10 Del.C. 542(c)</u>
Liberty Mechanical, LLC and Owner(s), individually	2032 Duncan Road Wilmington, DE 19801	Indefinite/ 19 <u>Del.C. 2374(f)</u>
Integrated Mechanical and Fire Systems Inc. and Allison Sheldon, individually	4601 Governor Printz Boulevard Wilmington, DE 19809	Indefinite/19 <u>Del.C. §108 & 10 Del.C. 542(c)</u>
ACH 1, INC.	873 Salem Church Road Newark, DE 19702	Indefinite/19 <u>Del.C.6960</u>

Updated: July 6, 2022

**SECTION 00 8113
GENERAL REQUIREMENTS**

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7. CHANGES IN THE WORK
8. TIME
9. PAYMENTS AND COMPLETION
10. PROTECTION OF PERSONS AND PROPERTY
11. INSURANCE AND BONDS
12. UNCOVERING AND CORRECTION OF WORK
13. MISCELLANEOUS PROVISIONS

ARTICLE 2: OWNER

(NO ADDITIONAL GENERAL REQUIREMENTS – SEE SUPPLEMENTARY GENERAL CONDITIONS)

ARTICLE 3: CONTRACTOR

- 3.1 Schedule of Values: The successful Bidder shall within twenty (20) days after receiving notice to proceed with the work, furnish to the Owner a complete schedule of values on the various items comprising the work.
- 3.2 Subcontracts: Upon approval of Subcontractors, the Contractor shall award their Subcontracts as soon as possible after the signing of their own contract and see that all material, their own and those of their Subcontractors, are promptly ordered so that the work will not be delayed by failure of materials to arrive on time.
- 3.3 Before commencing any work or construction, the General Contractor is to consult with the Owner as to matters in connection with access to the site and the allocation of Ground Areas for the various features of hauling, storage, etc.
- 3.4 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions.
- 3.5 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.
- 3.6 The Contractor warrants to the Owner that materials and equipment furnished will be new and of good quality, unless otherwise permitted, and that the work will be free from defects and in conformance with the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved, may be considered defective. If required by the Owner, the Contractor shall furnish evidence as to the kind and quality of materials and equipment provided.
- 3.7 Unless otherwise provided, the Contractor shall pay all sales, consumer, use and other similar taxes, and shall secure and pay for required permits, fees, licenses, and inspections necessary for proper execution of the Work.
- 3.8 The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on performance of the Work. The Contractor shall promptly notify the Owner if the Drawings and Specifications are observed to be at variance therewith.
- 3.9 The Contractor shall be responsible to the Owner for the acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons performing portions of the Work under contract with the Contractor.

- 3.10 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work the Contractor shall remove from and about the Project all waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials. The Contractor shall be responsible for returning all damaged areas to their original conditions
- 3.11 STATE LICENSE AND TAX REQUIREMENTS
- 3.11.1 Each Contractor and Subcontractor shall be licensed to do business in the State of Delaware and shall pay all fees and taxes due under State laws. In conformance with Section 2503, Chapter 25, Title 30, Delaware Code, "the Contractor shall furnish the Delaware Department of Finance within ten (10) days after entering into any contract with a contractor or subcontractor not a resident of this State, a statement of total value of such contract or contracts together with the names and addresses of the contracting parties."
- 3.12 The Contractor shall comply with all requirements set forth in Section 6962, Chapter 69, Title 29 of the Delaware Code.
- 3.13 During the contract Work, the Contractor and each Subcontractor, shall implement an Employee Drug Testing Program in accordance with OMB Regulation 4104 - "Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on "Large Public Works Projects". "Large Public Works" is based upon the current threshold required for bidding Public Works as set by the Purchasing and Contracting Advisory Council.

ARTICLE 4: ADMINISTRATION OF THE CONTRACT

- 4.1 CONTRACT SURETY
- 4.1.1 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND
- 4.1.2 All bonds will be required as follows unless specifically waived elsewhere in the Bidding Documents.
- 4.1.3 Contents of Performance Bonds – The bond shall be in the form approved by the Office of Management and Budget. The bond shall be conditioned upon the faithful compliance and performance by the successful bidder of each and every term and condition of the contract and the proposal, plans, specifications, and bid documents thereof. Each term and condition shall be met at the time and in the manner prescribed by the Contract, Bid documents and the specifications, including the payment in full to every person furnishing material or performing labor in the performance of the Contract, of all sums of money due the person for such labor and material. (The bond shall also contain the successful bidder's guarantee to indemnify and save harmless the State and the agency from all costs, damages and expenses growing out of or by reason of the Contract in accordance with the Contract.)
- 4.1.4 Invoking a Performance Bond – The agency may, when it considers that the interest of the State so requires, cause judgement to be confessed upon the bond.

4.1.5 Within twenty (20) days after the date of notice of award of contract, the Bidder to whom the award is made shall furnish a Performance Bond and Labor and Material Payment Bond, each equal to the full amount of the Contract price to guarantee the faithful performance of all terms, covenants and conditions of the same. The bonds are to be issued by an acceptable Bonding Company licensed to do business in the State of Delaware and shall be issued in duplicate.

4.1.6 Performance and Payment Bonds shall be maintained in full force (warranty bond) for a period of two (2) years after the date of the Certificate for Final Payment. The Performance Bond shall guarantee the satisfactory completion of the Project and that the Contractor will make good any faults or defects in his work which may develop during the period of said guarantees as a result of improper or defective workmanship, material or apparatus, whether furnished by themselves or their Sub-Contractors. The Payment Bond shall guarantee that the Contractor shall pay in full all persons, firms or corporations who furnish labor or material or both labor and material for, or on account of, the work included herein. The bonds shall be paid for by this Contractor. The Owner shall have the right to demand that the proof parties signing the bonds are duly authorized to do so.

4.2 FAILURE TO COMPLY WITH CONTRACT

4.2.1 If any firm entering into a contract with the State, or Agency that neglects or refuses to perform or fails to comply with the terms thereof, the Agency which signed the Contract may terminate the Contract and proceed to award a new contract in accordance with this Chapter 69, Title 29 of the Delaware Code or may require the Surety on the Performance Bond to complete the Contract in accordance with the terms of the Performance Bond. Nothing herein shall preclude the Agency from pursuing additional remedies as otherwise provided by law.

4.3 CONTRACT INSURANCE AND CONTRACT LIABILITY

4.3.1 The Owner shall have the right to audit the books and records of a Contractor or any Subcontractor under any Contract or Subcontract to the extent that the books and records relate to the performance of the Contract or Subcontract.

4.3.2 Said books and records shall be maintained by the Contractor for a period of seven (7) years from the date of final payment under the Prime Contract and by the Subcontractor for a period of seven (7) years from the date of final payment under the Subcontract.

ARTICLE 5: SUBCONTRACTORS

5.1 SUBCONTRACTING REQUIREMENTS

5.1.1 All contracts for the construction, reconstruction, alteration or repair of any public building (not a road, street or highway) shall be subject to the following provisions:

1. A contract shall be awarded only to a Bidder whose Bid is accompanied by a statement containing, for each Subcontractor category, the name and address (city or town and State only – street number and P.O. Box addresses not

required) of the subcontractor whose services the Bidder intends to use in performing the Work and providing the material for such Subcontractor category.

2, A Bid will not be accepted nor will an award of any Contract be made to any Bidder which, as the Prime Contractor, has listed itself as the Subcontractor for any Subcontractor unless:

- A. It has been established to the satisfaction of the awarding Agency that the Bidder has customarily performed the specialty work of such Subcontractor category by artisans regularly employed by the Bidder's firm;
- B. That the Bidder is duly licensed by the State to engage in such specialty work, if the State requires licenses; and
- C. That the Bidder is recognized in the industry as a bona fide Subcontractor or Contractor in such specialty work and Subcontractor category.

5.1.2 The decision of the awarding Agency as to whether a Bidder who list itself as the Subcontractor for a Subcontractor category shall be final and binding upon all Bidders, and no action of any nature shall lie against any awarding agency or its employees or officers because of its decision in this regard.

5.1.3 After such a Contract has been awarded, the successful Bidder shall not substitute another Subcontractor for any Subcontractor whose name was set forth in the statement which accompanied the Bid without the written consent of the awarding Agency.

5.1.4 No Agency shall consent to any substitution of Subcontractors unless the Agency is satisfied that the Subcontractor whose name is on the Bidders accompanying statement:

- A. Is unqualified to perform the work required;
- B. Has failed to execute a timely reasonable Subcontract;
- C. Has defaulted in the performance on the portion of the work covered by the Subcontract; or
- D. Is no longer engaged in such business.

5.1.5 Should a Bidder be awarded a contract, such successful Bidder shall provide to the agency the taxpayer identification license numbers of such subcontractors. Such numbers shall be provided on the later of the date on which such subcontractor is required to be identified or the time the contract is executed. The successful Bidder shall provide to the agency to which it is contracting, within 30 days of entering into such public works contract, copies of all Delaware Business licenses of subcontractors and/or independent contractors that will perform work for such public works contract. However, if a subcontractor or

independent contractor is hired or contracted more than 20 days after the Bidder entered the public works contract the Delaware Business license of such subcontractor or independent contractor shall be provided to the agency within 10 days of being contracted or hired.

- 5.1.6 The Contractor may employ additional Subcontractors on the jobsite only after submitting a copy of the Subcontractor's Employee Drug Testing Program to the Owner for approval. A Contractor or Subcontractor shall not commence work until the Owner has concluded its review and determined that the submitted Employee Drug Testing Program complies with OMB Regulation 4104.

5.2 PENALTY FOR SUBSTITUTION OF SUBCONTRACTORS

- 5.2.1 Should the Contractor fail to utilize any or all of the Subcontractors in the Contractor's Bid statement in the performance of the Work on the public bidding, the Contractor shall be penalized in the amount of (project specific amount*). The Agency may determine to deduct payments of the penalty from the Contractor or have the amount paid directly to the Agency. Any penalty amount assessed against the Contractor may be remitted or refunded, in whole or in part, by the Agency awarding the Contract, only if it is established to the satisfaction of the Agency that the Subcontractor in question has defaulted or is no longer engaged in such business. No claim for the remission or refund of any penalty shall be granted unless an application is filed within one year after the liability of the successful Bidder accrues. All penalty amounts assessed and not refunded or remitted to the contractor shall be reverted to the State.

*one (1) percent of contract amount not to exceed \$10,000

5.3 ASBESTOS ABATEMENT

- 5.3.1 The selection of any Contractor to perform asbestos abatement for State-funded projects shall be approved by the Office of Management and Budget, Division of Facilities Management pursuant to Chapter 78 of Title 16.

5.4 STANDARDS OF CONSTRUCTION FOR THE PROTECTION OF THE PHYSICALLY HANDICAPPED

- 5.4.1 All Contracts shall conform with the standard established by the Delaware Architectural Accessibility Board unless otherwise exempted by the Board.

5.5 CONTRACT PERFORMANCE

- 5.5.1 Any firm entering into a Public Works Contract that neglects or refuses to perform or fails to comply with its terms, the Agency may terminate the Contract and proceed to award a new Contract or may require the Surety on the Performance Bond to complete the Contract in accordance with the terms of the Performance Bond.

ARTICLE 6: CONSTRUCTION BY OWNER OR SEPARATE CONTRACTORS

- 6.1 The Owner reserves the right to simultaneously perform other construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other Projects at the same site.
- 6.2 The Contractor shall afford the Owner and other Contractors reasonable opportunity for access and storage of materials and equipment, and for the performance of their activities, and shall connect and coordinate their activities with other forces as required by the Contract Documents.

ARTICLE 7: CHANGES IN THE WORK

- 7.1 The Owner, without invalidating the Contract, may order changes in the Work consisting of Additions, Deletions, Modifications or Substitutions, with the Contract Sum and Contract completion date being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Professional, as the duly authorized agent, the Contractor and the Owner.
- 7.2 The Contract Sum and Contract Completion Date shall be adjusted only by a fully executed Change Order.
- 7.3 The additional cost, or credit to the Owner resulting from a change in the Work shall be by mutual agreement of the Owner, Contractor and the Architect. In all cases, this cost or credit shall be based on the 'DPE' wages required and the "invoice price" of the materials/equipment needed.
- 7.3.1 "DPE" shall be defined to mean "direct personnel expense". Direct payroll expense includes prevailing wage rates plus a maximum multiplier of 1.35 times DPE. For example, if the prevailing wage rate is \$50/hour, the DPE would be \$67.50/hour (50 x 1.35).
- 7.3.2 "Invoice price" of materials/equipment shall be defined to mean the actual cost of materials and/or equipment that is paid by the Contractor, (or subcontractor), to a material distributor, direct factory vendor, store, material provider, or equipment leasing entity. Rates for equipment that is leased and/or owned by the Contractor or subcontractor(s) shall not exceed those listed in the latest version of the "Means Building Construction Cost Data" publication.
- 7.3.3 In addition to the above:
- 7.3.3.1 The General Contractor is allowed a fifteen percent (15%) markup for overhead and profit for additional work performed by the General Contractor's own forces.
- 7.3.3.2 For additional subcontractor work, the Subcontractor is allowed a fifteen (15) percent overhead and profit on change order work above and beyond the direct costs stated previously. To this amount, the General Contractor will be allowed a mark-up not exceeding seven- and one-half percent (7.5%) on the subcontractor's work.

- 7.3.3.3 Where the Third Tier Contractor is going to be completing the additional work, the Third-Tier contractor will be allowed a markup of fifteen percent (15%) overhead and profit on changes order work above and beyond the direct costs stated previously. To this amount, the Subcontractor will be allowed a markup not to exceed seven and one-half percent (7.5%) on the Third-Tier Contractor's work and the General Contractor will be allowed a markup not to exceed seven and one-half percent (7.5%) of the amount of the Subcontractor's markup.
- 7.3.3.4 No additional costs shall be allowed for changes related to the Contractor's onsite superintendent/staff, or project manager, unless a change in the work changes the project duration and is identified by the CPM schedule. There will be no other costs associated with the change order.
- 7.3.3.5 These markups shall include all costs including, but not limited to: overhead, profit, bonds, insurance, supervision, etc.

ARTICLE 8: TIME

- 8.1 Time limits, if any, are as stated in the Project Manual. By executing the Agreement, the Contractor confirms that the stipulated limits are reasonable, and that the Work will be completed within the anticipated time frame.
- 8.2 If progress of the Work is delayed at any time by changes ordered by the Owner, by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions, unavoidable casualties or other causes beyond the Contractor's control, the Contract Time shall be extended for such reasonable time as the Owner may determine.
- 8.3 Any extension of time beyond the date fixed for completion of the construction and acceptance of any part of the Work called for by the Contract, or the occupancy of the building by the Owner, in whole or in part, previous to the completion shall not be deemed a waiver by the Owner of his right to annul or terminate the Contract for abandonment or delay in the matter provided for, nor relieve the Contractor of full responsibility
- 8.4 **SUSPENSION AND DEBARMENT**
- 8.4.1 Per Section 6962(d)(14), Title 29, Delaware Code, "Any Contractor who fails to perform a public works contract or complete a public works project within the time schedule established by the Agency in the Invitation To Bid, may be subject to Suspension or Debarment for one or more of the following reasons: a) failure to supply the adequate labor supply ratio for the project; b) inadequate financial resources; or, c) poor performance on the Project."
- 8.4.2 "Upon such failure for any of the above stated reasons, the Agency that contracted for the public works project may petition the Director of the Office of Management and Budget for Suspension or Debarment of the Contractor. The Agency shall send a copy of the petition to the Contractor within three (3) working days of filing with the Director. If the Director concludes that the petition has merit, the Director shall schedule and hold a hearing to determine whether to suspend the Contractor, debar the Contractor or deny the petition. The Agency shall have the burden of proving, by a preponderance of the evidence, that

the Contractor failed to perform or complete the public works project within the time schedule established by the Agency and failed to do so for one or more of the following reasons: a) failure to supply the adequate labor supply ratio for the project; b) inadequate financial resources; or, c) poor performance on the project. Upon a finding in favor of the Agency, the Director may suspend a Contractor from Bidding on any project funded, in whole or in part, with public funds for up to 1 year for a first offense, up to 3 years for a second offense and permanently debar the Contractor for a third offense. The Director shall issue a written decision and shall send a copy to the Contractor and the Agency. Such decision may be appealed to the Superior Court within thirty (30) days for a review on the record."

8.5 RETAINAGE

8.5.1 Per Section 6962(d)(5) a.3, Title 29, Delaware Code: The Agency may at the beginning of each public works project establish a time schedule for the completion of the project. If the project is delayed beyond the completion date due to the Contractor's failure to meet their responsibilities, the Agency may forfeit, at its discretion, all or part of the Contractor's retainage.

8.5.2 This forfeiture of retainage also applies to the timely completion of the punchlist. A punchlist will only be prepared upon the mutual agreement of the Owner, Architect and Contractor. Once the punchlist is prepared, all three parties will by mutual agreement, establish a schedule for its completion. Should completion of the punchlist be delayed beyond the established date due to the Contractor's failure to meet their responsibilities, the Agency may hold permanently, at its discretion, all or part of the Contractor's retainage

ARTICLE 9: PAYMENTS AND COMPLETION

9.1 APPLICATION FOR PAYMENT

9.1.1 Applications for payment shall be made upon AIA Document G702. There will be a five percent (5%) retainage on all Contractor's monthly invoices until completion of the project. This retainage may become payable upon receipt of all required closeout documentation, provided all other requirements of the Contract Documents have been met.

9.1.2 A date will be fixed for the taking of the monthly account of work done. Upon receipt of Contractor's itemized application for payment, such application will be audited, modified, if found necessary, and approved for the amount. Statement shall be submitted to the Owner.

9.1.3 Section 6516, Title 29 of the Delaware Code annualized interest is not to exceed 12% per annum beginning thirty (30) days after the "presentment" (as opposed to the date) of the invoice.

9.2 PARTIAL PAYMENTS

9.2.1 Any public works Contract executed by any Agency may provide for partial payments at the option of the Owner with respect to materials placed along or upon the sites or stored

at secured locations, which are suitable for use in the performance of the contract.

9.2.2 When approved by the agency, partial payment may include the values of tested and acceptable materials of a nonperishable or noncontaminative nature which have been produced or furnished for incorporation as a permanent part of the work yet to be completed, provided acceptable provisions have been made for storage.

9.2.2.1 Any allowance made for materials on hand will not exceed the delivered cost of the materials as verified by invoices furnished by the Contractor, nor will it exceed the contract bid price for the material complete in place.

9.2.3 If requested by the Agency, receipted bills from all Contractors, Subcontractors, and material, men, etc., for the previous payment must accompany each application for payment. Following such a request, no payment will be made until these receipted bills have been received by the Owner.

9.3 SUBSTANTIAL COMPLETION

9.3.1 When the building has been made suitable for occupancy, but still requires small items of miscellaneous work, the Owner will determine the date when the project has been substantially completed.

9.3.2 If, after the Work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor, and without terminating the Contract, the Owner may make payment of the balance due for the portion of the Work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment that it shall not constitute a waiver of claims.

9.3.3 On projects where commissioning is included, the commissioning work as defined in the specifications must be complete prior to the issuance of substantial completion.

9.4 FINAL PAYMENT

9.4.1 Final payment, including the five percent (5%) retainage if determined appropriate, shall be made within thirty (30) days after the Work is fully completed and the Contract fully performed and provided that the Contractor has submitted the following closeout documentation (in addition to any other documentation required elsewhere in the Contract Documents):

9.4.1.1 Evidence satisfactory to the Owner that all payrolls, material bills, and other indebtedness connected with the work have been paid,

9.4.1.2 An acceptable RELEASE OF LIENS,

9.4.1.3 Copies of all applicable warranties,

9.4.1.4 As-built drawings,

9.4.1.5 Operations and Maintenance Manuals,

- 9.4.1.6 Instruction Manuals,
- 9.4.1.7 Consent of Surety to final payment.
- 9.4.1.8 The Owner reserves the right to retain payments, or parts thereof, for its protection until the foregoing conditions have been complied with, defective work corrected and all unsatisfactory conditions remedied.

ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY

- 10.1 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take all reasonable precautions to prevent damage, injury or loss to: workers, persons nearby who may be affected, the Work, materials and equipment to be incorporated, and existing property at the site or adjacent thereto. The Contractor shall give notices and comply with applicable laws ordinances, rules regulations, and lawful orders of public authorities bearing on the safety of persons and property and their protection from injury, damage, or loss. The Contractor shall promptly remedy damage and loss to property at the site caused in whole or in part by the Contractor, a Subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.
- 10.2 The Contractor shall notify the Owner in the event any previously unknown hazardous material such as PCBs, asbestos, etc. is encountered on the project. The Owner will arrange with a qualified specialist for the identification, testing, removal, handling and protection against exposure or environmental pollution, to comply with applicable regulation laws and ordinances. The Contractor and Architect will not be required to participate in or to perform this operation. Upon completion of this work, the Owner will notify the Contractor and Architect in writing the area has been cleared and approved by the authorities in order for the work to proceed. The Contractor shall attach documentation from the authorities of said approval to the closeout documents to be submitted at the end of the project.
 - 10.2.1 Any activities with the potential to disturb lead-based materials should be performed by the Contractor in accordance with OSHA regulations pertaining to Lead in Construction, 29 CFR 1926.62, Lead.
 - 10.2.1.1 The Contractor shall notify the Owner in the event they encounter previously unknown material that they suspect may contain "lead". The Owner will arrange with a qualified specialist for identification and testing and advise the Contractor of the results. In the case that testing identifies potential lead based materials, the contractor shall continue performance of the work that has the potential to disturb associated in accordance with OSHA regulations pertaining to Lead in Construction, 29 CFR 1926.62, Lead.
- 10.3 As required in the Hazardous Chemical Information Act of June 1984, all vendors supplying any materials that may be defined as hazardous, must provide Material Safety Data Sheets for those products. Any chemical product should be considered hazardous

if it has a warning caution on the label relating to a potential physical or health hazard, if it is known to be present in the work place, and if employees may be exposed under normal conditions or in any foreseeable emergency situation. Material Safety Data Sheets must be provided directly to the Owner along with the shipping slips that include those product:

- 10.4 The Contractor shall certify to the Owner that materials incorporated into the Work are free of all asbestos. This certification may be in the form of Material Safety Data Sheet (MSDS) provided by the product manufacturer for the materials used in construction, as specified or as provided by the Contractor.

ARTICLE 11: INSURANCE AND BONDS

- 11.1 The Contractor shall carry all insurance required by law, such as Unemployment Insurance, etc. The Contractor shall carry such insurance coverage as they desire on their own property such as a field office, storage sheds or other structures erected upon the project site that belong to them and for their own use. The Subcontractors involved with this project shall carry whatever insurance protection they consider necessary to cover the loss of any of their personal property, etc.
- 11.2 Upon being awarded the Contract, the Contractor shall obtain a minimum of two (2) copies of all required insurance certificates called for herein, and submit one (1) copy of each certificate, to the Owner, within 20 days of contract award.
- 11.3 Bodily Injury Liability and Property Damage Liability Insurance shall, in addition to the coverage included herein, include coverage for injury to or destruction of any property arising out of the collapse of or structural injury to any building or structure due to demolition work and evidence of these coverages shall be filed with and approved by the Owner.
- 11.4 The Contractor's Property Damage Liability Insurance shall, in addition to the coverage noted herein, include coverage on all real and personal property in their care, custody and control damaged in any way by the Contractor or their Subcontractors during the entire construction period on this project.
- 11.5 Builders Risk (including Standard Extended Coverage Insurance) on the existing building during the entire construction period, may be provided by the Contractor under this contract. The Owner shall insure the existing building and all of its contents and all this new alteration work under this contract during entire construction period for the full insurable value of the entire work at the site. Note, however, that the Contractor and their Subcontractors shall be responsible for insuring building materials (installed and stored) and their tools and equipment whenever in use on the project, against fire damage, theft, vandalism, etc.
- 11.6 Certificates of the insurance company or companies stating the amount and type of coverage, terms of policies, etc., shall be furnished to the Owner, within 20 days of contract award.
- 11.7 The Contractor shall, at their own expense, (in addition to the above) carry the following forms of insurance:

11.7.1 Contractor's Contractual Liability Insurance

Minimum coverage to be:

Bodily Injury	\$1,000,000 \$3,000,000	for each occurrence aggregate
Property Damage	\$1,000,000 \$3,000,000	for each occurrence aggregate

11.7.2 Contractor's Protective Liability Insurance

Minimum coverage to be:

Bodily Injury	\$1,000,000 \$3,000,000	for each occurrence aggregate
Property Damage	\$1,000,000 \$3,000,000	for each occurrence aggregate

11.7.3 Automobile Liability Insurance

Minimum coverage to be:

Bodily Injury	\$1,000,000 \$1,000,000	for each person for each occurrence
Property Damage	\$500,000	per accident

11.7.4 Prime Contractor's and Subcontractors' policies shall include contingent and contractual liability coverage in the same minimum amounts as 11.7.1 above.

11.7.5 Workmen's Compensation (including Employer's Liability):

11.7.5.1 Minimum Limit on employer's liability to be as required by law.

11.7.5.2 Minimum Limit for all employees working at one site.

11.7.6 Certificates of Insurance must be filed with the Owner guaranteeing fifteen (15) days prior notice of cancellation, non-renewal, or any change in coverages and limits of liability shown as included on certificates.

11.7.7 Social Security Liability

11.7.7.1 With respect to all persons at any time employed by or on the payroll of the Contractor or performing any work for or on their behalf, or in connection with or arising out of the Contractor's business, the Contractor shall accept full and exclusive liability for the payment of any and all contributions or taxes or unemployment insurance, or old age

retirement benefits, pensions or annuities now or hereafter imposed by the Government of the United States and the State or political subdivision thereof, whether the same be measured by wages, salaries or other remuneration paid to such persons or otherwise.

11.7.7.2 Upon request, the Contractor shall furnish Owner such information on payrolls or employment records as may be necessary to enable it to fully comply with the law imposing the aforesaid contributions or taxes.

11.7.7.3 If the Owner is required by law to and does pay any and/or all of the aforesaid contributions or taxes, the Contractor shall forthwith reimburse the Owner for the entire amount so paid by the Owner.

ARTICLE 12: UNCOVERING AND CORRECTION OF WORK

12.1 The Contractor shall promptly correct Work rejected by the Owner or failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed, and shall correct any Work found to be not in accordance with the requirements of the Contract Documents within a period of two years from the date of Substantial Completion, or by terms of an applicable special warranty required by the Contract Documents. The provisions of this Article apply to work done by Subcontractors as well as to Work done by direct employees of the Contractor.

12.2 At any time during the progress of the work, or in any case where the nature of the defects shall be such that it is not expedient to have them corrected, the Owner, at their option, shall have the right to deduct such sum, or sums, of money from the amount of the contract as they consider justified to adjust the difference in value between the defective work and that required under contract including any damage to the structure.

ARTICLE 13: MISCELLANEOUS PROVISIONS

13.1 CUTTING AND PATCHING

13.1.1 The Contractor shall be responsible for all cutting and patching. The Contractor shall coordinate the work of the various trades involved.

13.2 DIMENSIONS

13.2.1 All dimensions shown shall be verified by the Contractor by actual measurements at the project site. Any discrepancies between the drawings and specifications and the existing conditions shall be referred to the Owner for adjustment before any work affected thereby has been performed.

13.3 LABORATORY TESTS

13.3.1 Any specified laboratory tests of material and finished articles to be incorporated in the work shall be made by bureaus, laboratories or agencies approved by the Owner and reports of such tests shall be submitted to the Owner. The cost of the testing shall be paid for by the Contractor.

13.3.2 The Contractor shall furnish all sample materials required for these tests and shall deliver same without charge to the testing laboratory or other designated agency when and where directed by the Owner.

13.4 ARCHAEOLOGICAL EVIDENCE

13.4.1 Whenever, in the course of construction, any archaeological evidence is encountered on the surface or below the surface of the ground, the Contractor shall notify the authorities of the State Historic Preservation Office and suspend work in the immediate area for a reasonable time to permit those authorities, or persons designated by them, to examine the area and ensure the proper removal of the archaeological evidence for suitable preservation by the Division of Historical and Cultural Affairs.

13.5 GLASS REPLACEMENT AND CLEANING

13.5.1 The General Contractor shall replace without expense to the Owner all glass broken during the construction of the project. If job conditions warrant, at completion of the job the General Contractor shall have all glass cleaned and polished.

13.6 WARRANTY

13.6.1 For a period of two (2) years from the date of substantial completion, as evidenced by the date of final acceptance of the work, the contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect of equipment, material or workmanship performed by the contractor or any of his subcontractors or suppliers. However, manufacturer's warranties and guarantees, if for a period longer than two (2) years, shall take precedence over the above warranties. The contractor shall remedy, at his own expense, any such failure to conform or any such defect. The protection of this warranty shall be included in the Contractor's Performance Bond.

ARTICLE 14: TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 If the Contractor defaults or persistently fails or neglects to carry out the Work in accordance with the Contract Documents or fails to perform a provision of the Contract, the Owner, after seven days written notice to the Contractor, may make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor. Alternatively, at the Owner's option, and the Owner may terminate the Contract and take possession of the site and of all materials, equipment, tools, and machinery thereon owned by the Contractor and may finish the Work by whatever method the Owner may deem expedient. If the costs of finishing the Work exceed any unpaid compensation due the Contractor, the Contractor shall pay the difference to the Owner.

14.2 "If the continuation of this Agreement is contingent upon the appropriation of adequate state, or federal funds, this Agreement may be terminated on the date beginning on the first fiscal year for which funds are not appropriated or at the exhaustion of the appropriation. The Owner may terminate this Agreement by providing written notice to the parties of such non-appropriation. All payment obligations of the Owner will cease upon

the date of termination. Notwithstanding the foregoing, the Owner agrees that it will use its best efforts to obtain approval of necessary funds to continue the Agreement by taking appropriate action to request adequate funds to continue the Agreement."

END OF SECTION 00 8113

NOT FOR BIDDING PURPOSES

EMPLOYEE DRUG TESTING REPORT FORM

Period Ending: _____

4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects requires that Contractors and Subcontractors who work on Large Public Works Contracts funded all or in part with public funds maintain testing data that includes but is not limited to the data elements below.

Project Number: _____

Project Name: _____

Contractor/Subcontractor Name: _____

Contractor/Subcontractor Address: _____

Number of employees who worked on the jobsite during the report period: _____

Number of employees subject to random testing during the report period: _____

Number of Negative Results _____ Number of Positive Results _____

Action taken on employee(s) in response to a failed or positive random test:

Date: _____

This form is not required to be submitted to the Owner. Included as a reference to show information required to be maintained by the Contractor. The Owner shall have the right to periodically audit all Contractor and Subcontractor test results at the Contractor's or Subcontractor's offices (or by other means to make the data available for inspection by the Owner).

**EMPLOYEE DRUG TESTING
REPORT OF POSITIVE RESULTS**

4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects requires that Contractors and Subcontractors who work on Large Public Works Contracts funded all or in part with public funds to notify the Owner in writing of a positive random drug tes

Project Number: _____

Project Name: _____

Contractor/Subcontractor Name: _____

Contractor/Subcontractor Address: _____

Name of employee with positive test result: _____

Last 4 digits of employee SSN: _____

Date test results received: _____

Action taken on employee in response to a positive test result:

Authorized Representative of Contractor/Subcontractor: _____

(typed or printed)

Authorized Representative of Contractor/Subcontractor: _____

(signature)

Date: _____

This form shall be sent by mail to the Owner within 24 hours of receipt of test results.

Enclose this test results form in a sealed envelope with the notation "Drug Testing Form – DO NOT OPEN" on the face thereof and place in a separate mailing envelope.

Meadowood School & Extension Roof Replacement
Wilmington, Delaware
2-26-56

**AFFIDAVIT OF
CRAFT TRAINING COMPLIANCE**

We, the contractor, hereby certify that we and all applicable subcontractors will abide by the contractor and subcontractor craft training requirements outlined below for the duration of the contract. Craft training must be provided by a contractor and/or subcontractor for each craft on a project for which there are Delaware Department of Labor approved and registered training programs or, if the contractor and/or subcontractor meets the requirements under Title 29, Chapter 69, Section 6960A.(b)(1)c.1.-3., payment may be made in accordance with Title 29, Chapter 69, Section 6960A.(b)(1)d. A list of crafts for which there are approved and registered training programs is maintained by the Delaware Department of Labor and can be found at <https://laborfiles.delaware.gov/main/det/apprenticeship/DE%20Craft%20Training%20Occupation%20List%20Effective%20March%201%202022.pdf>. If you have questions regarding craft training programs, please submit all questions in writing to the Delaware Department of Labor at: apprenticeship@delaware.gov. ***This Affidavit of Craft Training Compliance must be submitted prior to contract execution.***

In accordance with Title 29, Chapter 69, Section 6960A.(a)(1), a contract relating to a public works project under § 6962 of Title 29 must include a craft training program for each craft in the project if at the time the contractor executes a public works contract, all of the following apply:

- a. A project meets the prevailing wage requirement under Section 6960 of Title 29.
- b. The contractor employs 10 or more total employees.
- c. The project is not a federal highway project, except for the project under Section 6962(c)(11) of Title 29.
- d. There is an apprenticeship program for a craft in the project on the list of crafts under Section 204(b)(2) of Title 19.

Pursuant to Title 29, Chapter 69, Section 6960A.(a)(2), ***a contractor must commit that all subcontractors provide craft training*** if paragraph (a)(1) of this section applies to the subcontractor. Failure to provide required craft training or payment on the project may subject the successful contractor and/or subcontractor(s) to penalties as outlined in Title 29, Chapter 69, Section 6960A.(d)(1)-(3).

Craft(s):

Contractor Name:

Contractor Address:

**Contractor Program
Registration Number(s)**

On this line also indicate whether DE, Other State (identify) or US Registration Number

Or

☐ A payment has been made in the amount established under Section 204(b)(2)b.2. of Title 19, for the craft into the Delaware Department of Labor's Apprenticeship and Training Fund.

Or

☐ Craft Training requirements are not applicable because:

Authorized Representative (typed or
printed):

Authorized Representative (signature):

Title:

State of Delaware

)

)

ss:

County of _____

)

Before me, a notary public, in and for said county and state, personally appeared,
_____, who acknowledged to me that she/he did execute the foregoing instrument on
behalf of _____.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this ____
day of _____, 20____.

Notary Public

Commission Expires _____

THIS PAGE MUST BE SIGNED AND NOTARIZED TO BE CONSIDERED.

**SECTION 01 1000
SUMMARY**

PART 1 GENERAL

1.01 PROJECT

- A. Project Name: Meadowood School & Extension Roof Replacement
- B. Owner's Name: Red Clay Consolidated School District (RCCSD).
- C. Architect's Name: Becker Morgan Group, Inc.
- D. The Project consists of the of removal and replacement of the entire roofing system, including but not limited to the following:
 - 1. Coordination of removal and reinstallation of existing mechanical and electrical equipment (by others), to accommodate roofing installation.
 - 2. Removal of existing BUR roofing system down to existing metal decking and associated trim, as indicated on drawings.
 - 3. Patch/repair of existing metal decking as needed to accommodate removal or replacement of rooftop mechanical and/or electrical equipment.
 - 4. Remove and reinstall chain link fencing as indicated on drawings.
 - 5. New replacement elastomeric membrane roofing system as indicated on drawings.
 - 6. New associated trim, flashing, gravel stops, coping, etc, as indicated on drawings.
 - 7. New and replacement metal roof access ladders, as indicated on drawings.
 - 8. See Section 011300 - Summary of Work - Phasing and Occupancy Requirements.

1.02 CONTRACT DESCRIPTION

- A. Contract Type: A single prime contract based on a Stipulated Price as described in Document 00 52 13 - Standard Form of Agreement Between the Owner and Contractor, AIA A101-2017.
- B. The work of each separate prime contract is identified in this section and on Drawings.

1.03 DESCRIPTION OF ALTERATIONS WORK

- A. Scope of demolition and removal work is indicated on drawings and specified in Section 02 4100.
- B. Scope of renovations work is indicated on drawings.
- C. Renovate the following areas, complete including operational mechanical and electrical work and finishes:

1.04 WORK BY OWNER

- A. See Section 011300 - Summary of Work - Phasing and Occupancy Requirements.
- B. Owner will award a contract for renovations at the Meadowood School & Expansion which will run concurrent with this project.
- C. "THE CONTRACTOR OF THIS PROJECT SHALL COORDINATE THEIR WORK AND SCHEDULE WITH THE CONTRACTOR WHO IS AWARDED THE RED CLAY CONSOLIDATED SCHOOL DISTRICT CONTRACT NUMBER 2-26-36 **"RENOVATIONS TO MEADOWOOD SCHOOL – MEADOWOOD EXTENSION"**. THE WORK IN THIS CONTRACT SHALL BE DONE CONCURRENTLY WITH THE CONTRACT STATED ABOVE."

1.05 OWNER OCCUPANCY

- A. See Section 011300 - Summary of Work - Phasing and Occupancy Requirements.
- B. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.
- C. Schedule the Work to accommodate Owner occupancy.

1.06 CONTRACTOR USE OF SITE AND PREMISES

- A. See Section 011300 - Summary of Work - Phasing and Occupancy Requirements.

- B. Construction Operations: Limited to areas noted on Drawings.
 - 1. Locate and conduct construction activities in ways that will limit disturbance to site.
- C. Arrange use of site and premises to allow:
 - 1. Owner occupancy of adjacent areas.
 - 2. Use of site and premises by the public, for adjacent areas.
- D. Provide access to and from site as required by law and by Owner:
 - 1. Emergency Building Exits During Construction: Keep all exits required by code open during construction period; provide temporary exit signs if exit routes are temporarily altered.
 - 2. Do not obstruct roadways, sidewalks, or other public ways without permit.
- E. Existing building spaces may not be used for storage.
- F. Time Restrictions:
 - 1. Limit conduct of especially noisy work to non-business hours (Off-hours).
 - 2. Limit conduct of work to the hours of 7:00 am - 6:00 pm, weekdays.
 - 3. Evening and/or weekend work with prior written approval by Owner.
- G. Utility Outages and Shutdown:
 - 1. Limit disruption of utility services to hours the building is unoccupied.
 - 2. Do not disrupt or shut down life safety systems, including but not limited to fire sprinklers and fire alarm system, without 7 days notice to Owner and authorities having jurisdiction.
 - 3. Limit shutdown of utility services to 2 hours at a time, arranged at least 24 hours in advance with Owner.
 - 4. Prevent accidental disruption of utility services to other facilities.

1.07 WORK SEQUENCE

- A. See Section 011300 - Summary of Work - Phasing and Occupancy Requirements.
- B. Coordinate construction schedule and operations with Owner.
- C. "THE CONTRACTOR OF THIS PROJECT SHALL COORDINATE THEIR WORK AND SCHEDULE WITH THE CONTRACTOR WHO IS AWARDED THE RED CLAY CONSOLIDATED SCHOOL DISTRICT CONTRACT NUMBER 2-26-363 **"RENOVATIONS TO MEADOWOOD SCHOOL – MEADOWOOD EXTENSION"**. THE WORK IN THIS CONTRACT SHALL BE DONE CONCURRENTLY WITH THE CONTRACT STATED ABOVE."

1.08 PERMIT REQUIREMENTS

- A. Permits, Fees, and Inspections:
 - 1. In accordance with AIA A201, the Contractor shall obtain all permits, licenses, approvals, and inspections required for the Work. The Contractor shall include all labor costs associated with permit procurement, coordination, and closeout in their Contracts. The Owner will reimburse the Contractor for any Agency building permit and use fees only. Reimbursement for these fees shall be made from the Project Allowance, in accordance with the requirements of the Contract Documents. The Contractor shall obtain, procure, and pay for all required trade permits and associated fees.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION 01 1000

SECTION 01 1300
SUMMARY OF WORK - PHASING AND OCCUPANCY REQUIREMENTS

CONSTRUCTION PHASING AND OCCUPANCY REQUIREMENTS

1.01 GENERAL

- A. Work under this Contract shall be coordinated with Red Clay Consolidated School District (RCCSD) to accommodate building occupancy, custodial operations, and school calendar constraints.
- B. The Contractor shall sequence and schedule the Work to maintain safe, clean, and orderly conditions at all times.
- C. All work activities shall be subject to approval by the District's Facilities Director.
- D. "THE CONTRACTOR OF THIS PROJECT SHALL COORDINATE THEIR WORK AND SCHEDULE WITH THE CONTRACTOR WHO IS AWARDED THE RED CLAY CONSOLIDATED SCHOOL DISTRICT CONTRACT NUMBER 2-26-36 **"RENOVATIONS TO MEADOWOOD SCHOOL - MEADOWOOD EXTENSION"** THE WORK IN THIS CONTRACT SHALL BE DONE CONCURRENTLY WITH THE CONTRACT STATED ABOVE."

1.02 SUMMER WORK PERIOD (JUNE 11, 2026 – AUGUST 14, 2026)

- A. Building Occupancy
 - 1. Only RCCSD custodial and administrative staff shall occupy the building during this period.
- B. Access and Work Areas
 - 1. The Contractor shall have access to all spaces within the building unless otherwise restricted by the District.
- C. Furniture and Contents
 - 1. RCCSD custodial staff shall relocate furniture and contents as required to support the Contractor's work schedule.
 - 2. The Contractor shall coordinate work sequencing to allow custodial staff access for cleaning and furniture replacement as areas are completed.
 - 3. It is also unreasonable to expect the custodial crew to clean an entire school building within a single week. Cleaning and turnover shall be phased, and accommodations shall be mutually agreed upon.
- D. Work Hours
 - 1. Flexible work hours are permitted Monday through Friday.
 - 2. RCCSD custodial staff will support approved overtime work as required.
 - 3. Weekend and holiday work shall be permitted only with prior approval by RCCSD staff and will be evaluated on a case-by-case basis.

1.03 SUMMER WORK CLOSE-OUT PERIOD (AUGUST 10, 2026 – AUGUST 14, 2026)

- A. Demobilization
 - 1. The Contractor shall remove all materials, equipment, debris, and temporary installations from spaces scheduled for occupancy.
- B. Agency Approvals
 - 1. The Contractor shall obtain all required inspections, approvals, and sign-offs from applicable agencies necessary for student and staff occupancy.
- C. Final Cleaning and Restoration
 - 1. RCCSD custodial staff shall complete final cleaning and replace furniture in remaining occupied spaces following Contractor demobilization.

1.04 SCHOOL YEAR WORK

- A. Subject to approval by the Facilities Director, the Contractor may perform work in unoccupied and support spaces without interruption to normal school operations.
 - 1. Unoccupied and support spaces are defined as mechanical, electrical and storage spaces that can be accessed from the building exterior and all exterior work.
- B. Work may be performed during weekends, holidays, and scheduled school vacations, subject to District approval.
- C. If the Contractor elects to complete any of the above work during the school year, the Contractor and the District shall jointly develop a work schedule that is safe and does not adversely affect instructional time or school operations.
- D. Any work proposed to occur in occupied spaces during the school year shall be fully coordinated and approved by the District **no later than August 10, 2026**.

1.05 SUMMER WORK 2027 (IF REQUIRED)

- A. If additional summer work is required, the Contractor shall assume a construction schedule similar to Summer 2026.
- B. Specific dates and constraints for Summer 2027 work will be established by the District in Fall 2026.
- C. All work is to be substantially complete, with beneficial occupancy provided, on or before August 9, 2027. Punch list, close-out and final completion to be within 60 calendar days of substantial completion

END OF SECTION 01 1300

**SECTION 01 2000
PRICE AND PAYMENT PROCEDURES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Procedures for preparation and submittal of applications for progress payments.
- B. Documentation of changes in Contract Sum and Contract Time.
- C. Change procedures.
- D. Correlation of Contractor submittals based on changes.
- E. Procedures for preparation and submittal of application for final payment.

1.02 RELATED REQUIREMENTS

- A. Section 00 52 13 - Standard Form of Agreement: Contract Sum, retainages, payment period.
- B. Section 00 72 13 - General Conditions and 00 73 13 Supplementary General Conditions: Additional requirements for progress payments, final payment, changes in the Work.
- C. Section 00 81 13 - General Requirements: Percentage allowances for Contractor's overhead and profit.
- D. Section 01 2100 - Allowances: Payment procedures relating to allowances.
- E. Section 01 7800 - Closeout Submittals: Project record documents.

1.03 SCHEDULE OF VALUES

- A. Use Schedule of Values Form: AIA G703, edition stipulated in the Agreement.
- B. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit draft to Architect for approval.
- C. Forms filled out by hand will not be accepted.
- D. Submit Schedule of Values in duplicate within 15 days after date of Owner-Contractor Agreement.
- E. Format: Utilize the Table of Contents of this Project Manual. Identify each line item with number and title of the specification section. Identify site mobilization.
- F. Include separate each line item for Allowances.
- G. Include separate line item for project Closeout as indicated in 00 81 13 - General Requirements.
- H. Revise schedule to list approved Change Orders, with each Application For Payment.

1.04 APPLICATIONS FOR PROGRESS PAYMENTS

- A. Payment Period: Submit at intervals stipulated in the Agreement.
- B. Use Form AIA G702 and Form AIA G703, edition stipulated in the Agreement.
- C. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit sample to Architect for approval.
- D. Forms filled out by hand will not be accepted.
- E. Execute certification by signature of authorized officer.
- F. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed and for stored products.
- G. List each authorized Change Order as a separate line item, listing Change Order number and dollar amount as for an original item of work.
- H. Submit one electronic draft copy for Architect review/approval. Once approved, submit one original and to hard-copies of each Application for Payment.
- I. Include the following with the application:

1. Transmittal letter as specified for submittals in Section 01 3000.
 2. Construction progress schedule, revised and current as specified in Section 01 3000.
 3. Partial release of liens from major subcontractors and vendors.
 4. Project record documents as specified in Section 01 7800, for review by Owner which will be returned to the Contractor.
 5. Affidavits attesting to off-site stored products.
- J. When Architect requires substantiating information, submit data justifying dollar amounts in question. Provide one copy of data with cover letter for each copy of submittal. Show application number and date, and line item by number and description.

1.05 MODIFICATION PROCEDURES

- A. Submit name of the individual authorized to receive change documents and who will be responsible for informing others in Contractor's employ or subcontractors of changes to Contract Documents.
- B. For minor changes not involving an adjustment to the Contract Sum or Contract Time, Architect will issue instructions directly to Contractor.
- C. For other required changes, Architect will issue a document signed by Owner instructing Contractor to proceed with the change, for subsequent inclusion in a Change Order.
1. The document will describe the required changes and will designate method of determining any change in Contract Sum or Contract Time.
 2. Promptly execute the change.
- D. For changes for which advance pricing is desired, Architect will issue a document that includes a detailed description of a proposed change with supplementary or revised drawings and specifications, a change in Contract Time for executing the change with a stipulation of any overtime work required and the period of time during which the requested price will be considered valid. Contractor shall prepare and submit a fixed price quotation within 15 days.
- E. Contractor may propose a change by submitting a request for change to Architect, describing the proposed change and its full effect on the work, with a statement describing the reason for the change, and the effect on the Contract Sum and Contract Time with full documentation. Document any requested substitutions in accordance with Section 01 6000.
- F. Computation of Change in Contract Amount: As specified in the Agreement and Conditions of the Contract.
1. For change requested by Architect for work falling under a fixed price contract, the amount will be based on Contractor's price quotation.
 2. For change requested by Contractor, the amount will be based on the Contractor's request for a Change Order as approved by Architect.
 3. For pre-determined unit prices and quantities, the amount will be based on the fixed unit prices.
- G. Substantiation of Costs: Provide full information required for evaluation.
1. Provide the following data:
 - a. Quantities of products, labor, and equipment.
 - b. Insurance, and bonds.
 - c. Overhead and profit.
 - d. Justification for any change in Contract Time.
 - e. Credit for deletions from Contract, similarly documented.
 2. Support each claim for additional costs with additional information:
 - a. Origin and date of claim.
 - b. Dates and times work was performed, and by whom.
 - c. Time records and wage rates paid.
 - d. Invoices and receipts for products, equipment, and subcontracts, similarly documented.

- H. Execution of Change Orders: Architect will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.
- I. After execution of Change Order, promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum.
- J. Promptly revise progress schedules to reflect any change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.
- K. Promptly enter changes in Project Record Documents.

1.06 APPLICATION FOR FINAL PAYMENT

- A. Prepare Application for Final Payment as specified for progress payments, identifying total adjusted Contract Sum, previous payments, and sum remaining due.
- B. Application for Final Payment will not be considered until the following have been accomplished:
- C. All closeout procedures specified in Section 01 7000.
 - 1. Evidence satisfactory to the Owner that all payrolls, material bills, and other indebtedness connected with the work have been paid.
 - 2. Form G704 Substantial Completion
 - 3. Form G706 Affidavit of Payment of Debts and Claims
 - 4. Form 706A Release of Liens Contractor / Subcontractor
 - 5. Form 707 Consent of Surety Company
 - 6. Final Payment Application.
 - 7. Design Review Summary's (Provided by the Owner)
 - 8. Construction Meeting Minutes
 - 9. General Correspondence (Provided by the Owner)
 - 10. Certificate of Occupancy
 - 11. Environmental Certificates
 - 12. Warranties (Letter of Guarantee and Warranty Info), for ALL Subcontractors and General Contractor
 - 13. Operations and Maintenance Manuals
 - 14. Instruction Manuals
 - 15. Hard Copies and PDF Copies of Red-marked As-Built Drawings and Specifications
 - 16. 2 sets of AutoCAD As-built drawing discs. Updated CAD files (Provided by the Professional)
 - 17. Test & Balancing Reports
 - 18. Field Reports/Inspection Reports
 - 19. Pest Control Final Inspection Report & Warranty (Slabs over 400SF)
 - 20. Affidavit of Discharge of State Tax Liability
 - 21. Copy of completed final punch list signed off on by Owner's Rep
 - 22. Contractor's Punch list Closeout Letter
 - 23. Construction Photographs
- D. All Closeout Documents shall be provided with two (2) hard copies and two (2) PDF copies on Archive grade "Gold" CD / DVD's. CD / DVD to be formatted to allow Professional to add files to the CD / DVD, as outlined herein.
- E. The Owner reserves the right to retain payments, or parts thereof, for its protection until the foregoing conditions have been complied with, defective work corrected and all unsatisfactory conditions remedied.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION 01 2000

NOT FOR BIDDING PURPOSES

**SECTION 01 2100
ALLOWANCES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Contingency allowance.
- B. Payment and modification procedures relating to allowances.

1.02 RELATED REQUIREMENTS

- A. Section 01 2000 - Price and Payment Procedures: Additional payment and modification procedures.

1.03 CONTINGENCY ALLOWANCE

- A. Contractor's costs for products, delivery, installation, labor, insurance, payroll, taxes, bonding, equipment rental, overhead and profit will be included in Change Orders authorizing expenditure of funds from this Contingency Allowance.
- B. Funds will be drawn from the Contingency Allowance only by the Owner's Allowance Authorization Form.
- C. At closeout of Contract, funds remaining in Contingency Allowance will be credited to Owner by Change Order.

1.04 ALLOWANCES SCHEDULE

- A. Contingency Allowance: Include the stipulated sum/price of \$15,000.00 for use upon Owner's instructions.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION 01 2100

NOT FOR BIDDING PURPOSES

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**SECTION 01 2116
ALLOWANCE AUTHORIZATION FORM**

Project: Meadowood School & Extension Roof Replacement

Architect: Becker Morgan Group, Inc.

Project No.: 2-26-56

Contractor:

AAANo.:

Initiation Date:

The Allowance No. 01 is allocated as follows:

Total original Contract Allowance was:	\$ 15,000.00
Amount of Contract Allowance Access previously authorized:	\$
Adjusted Contract Allowance prior to this authorization is:	\$
The amount of available Allowance will Decrease by this Access Authorization:	\$
The remaining Contract Allowance, after this Access Authorization will be:	\$

**Recommended
by:
Architect**

By: (Signature) _____
Date: _____

**Accepted by:
Contractor**

**Approved by:
Owner**

By: (Signature): _____
Date: _____

By: (Signature): _____
Date: _____

END OF SECTION 01 2116

NOT FOR BIDDING PURPOSES

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**SECTION 01 2300
ALTERNATES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Description of Alternates.
- B. Procedures for pricing Alternates.
- C. Documentation of changes to Contract Price and Contract Time.

1.02 RELATED REQUIREMENTS

- A. Document 00 2113 - Instructions to Bidders: Instructions for preparation of pricing for Alternates.

1.03 ACCEPTANCE OF ALTERNATES

- A. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at Owner's option. Accepted Alternates will be identified in the Owner-Contractor Agreement.
- B. Coordinate related work and modify surrounding work to integrate the Work of each Alternate.

1.04 SCHEDULE OF ALTERNATES

- A. Alternate No. 01 - Roofing System Substitution:
 - 1. Base Bid Item: Fully adheared EPDM roofing system as indicated in the Specifications (Section 075323) for the entire roof area and as indicated on the Drawings.
 - 2. Alternate Item: Delete the fully adheared EPDM roofing system (075323) for the entire roof area and substitute modified built-up system as indicated in the Specifications (Section 075200) for the entire roof area and as indicated on the Drawings.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION 01 2300

NOT FOR BIDDING PURPOSES

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**SECTION 01 2500
SUBSTITUTION PROCEDURES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Procedural requirements for proposed substitutions.

1.02 RELATED REQUIREMENTS

- A. Section 00 2113 - Instructions to Bidders: Restrictions on timing of substitution requests.
- B. Section 01 2200 - Unit Prices, for additional unit price requirements.
- C. Section 01 2300 - Alternates, for product alternatives affecting this section.
- D. Section 01 3000 - Administrative Requirements: Submittal procedures, coordination.
- E. Section 01 6000 - Product Requirements: Fundamental product requirements, product options, delivery, storage, and handling.

1.03 DEFINITIONS

- A. Substitutions: Changes from Contract Documents requirements proposed by Contractor to materials, products, assemblies, and equipment.
 - 1. Substitutions for Cause: Proposed due to changed Project circumstances beyond Contractor's control.
 - a. Unavailability.
 - b. Regulatory changes.
 - 2. Substitutions for Convenience: Proposed due to possibility of offering substantial advantage to the Project.
 - a. Substitution requests offering advantages solely to the Contractor will not be considered.

1.04 REFERENCE STANDARDS

- A. CSI/CSC Form 1.5C - Substitution Request (During the Bidding/Negotiating Stage); Current Edition.
- B. CSI/CSC Form 13.1A - Substitution Request (After the Bidding/Negotiating Phase); Current Edition.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 GENERAL REQUIREMENTS

- A. A Substitution Request for products, assemblies, materials, and equipment constitutes a representation that the submitter:
 - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product, equipment, assembly, or system.
 - 2. Agrees to provide the same warranty for the substitution as for the specified product.
 - 3. Agrees to provide same or equivalent maintenance service and source of replacement parts, as applicable.
 - 4. Agrees to coordinate installation and make changes to other work that may be required for the work to be complete, with no additional cost to Owner.
 - 5. Waives claims for additional costs or time extension that may subsequently become apparent.
- B. A Substitution Request for specified installer constitutes a representation that the submitter:
 - 1. Has acted in good faith to obtain services of specified installer, but was unable to come to commercial, or other terms.
- C. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents. Burden of proof is on proposer.

1. Note explicitly any non-compliant characteristics.
- D. Content: Include information necessary for tracking the status of each Substitution Request, and information necessary to provide an actionable response.
 1. No specific form is required. Contractor's Substitution Request documentation must include the following:
 - a. Project Information:
 - 1) Official project name and number, and any additional required identifiers established in Contract Documents.
 - b. Substitution Request Information:
 - 1) Discrete and consecutive Substitution Request number, and descriptive subject/title.
 - 2) Indication of whether the substitution is for cause or convenience.
 - 3) Issue date.
 - 4) Reference to particular Contract Document(s) specification section number, title, and article/paragraph(s).
 - 5) Description of Substitution.
 - 6) Reason why the specified item cannot be provided.
 - 7) Differences between proposed substitution and specified item.
 - 8) Description of how proposed substitution affects other parts of work.
 - c. Attached Comparative Data: Provide point-by-point, side-by-side comparison addressing essential attributes specified, as appropriate and relevant for the item:
 - 1) Physical characteristics.
 - 2) In-service performance.
 - 3) Expected durability.
 - 4) Visual effect.
 - 5) Warranties.
 - 6) Other salient features and requirements.
 - 7) Include, as appropriate or requested, the following types of documentation:
 - (a) Product Data:
 - (b) Samples.
 - (c) Certificates, test, reports or similar qualification data.
 - (d) Drawings, when required to show impact on adjacent construction elements.
 - d. Impact of Substitution:
 - 1) Savings to Owner for accepting substitution.
 - 2) Change to Contract Time due to accepting substitution.
 - E. Limit each request to a single proposed substitution item.
 1. Submit an electronic document, combining the request form with supporting data into single document.

3.02 SUBSTITUTION PROCEDURES DURING PROCUREMENT

- A. Submittal Time Restrictions:
 1. Instructions to Bidders specifies time restrictions and the documents required for submitting substitution requests during the bidding period.
 2. Section 00 2113 - Instructions to Bidders and 00 26 00 - Procurement Substitution Procedures specifies time restrictions and the documents required for submitting substitution requests during the bidding period.
 3. Owner will consider requests for substitutions only if submitted at least 10 days prior to the date for receipt of bids.

3.03 SUBSTITUTION PROCEDURES DURING CONSTRUCTION

- A. Architect will consider requests for substitutions only within 15 days after date of Agreement.

- B. Submit request for Substitution for Cause within 14 days of discovery of need for substitution, but not later than 14 days prior to time required for review and approval by Architect, in order to stay on approved project schedule.
- C. Substitutions will not be considered under one or more of the following circumstances:
 - 1. When they are indicated or implied on shop drawing or product data submittals, without having received prior approval.
 - 2. Without a separate written request.
 - 3. When acceptance will require revisions to Contract Documents.

3.04 RESOLUTION

- A. Architect may request additional information and documentation prior to rendering a decision. Provide this data in an expeditious manner.
- B. Architect will notify Contractor in writing of decision to accept or reject request.
 - 1. Architect's decision following review of proposed substitution will be noted on the submitted form.

3.05 ACCEPTANCE

- A. Accepted substitutions change the work of the Project. They will be documented and incorporated into work of the project by Change Order, Construction Change Directive, Architectural Supplementary Instructions, or similar instruments provided for in the Conditions of the Contract.

3.06 CLOSEOUT ACTIVITIES

- A. See Section 01 7800 - Closeout Submittals, for closeout submittals.
- B. Include completed Substitution Request Forms as part of the Project record. Include both approved and rejected Requests.

3.07 ATTACHMENTS

- A. A facsimile of the Substitution Request Form (During Construction) required to be used on the Project is included after this section.

END OF SECTION 01 2500

NOT FOR BIDDING PURPOSES

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**SECTION 01 3000
ADMINISTRATIVE REQUIREMENTS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. General administrative requirements.
- B. Web-based project software service.
- C. Electronic document submittal service.
- D. Preconstruction meeting.
- E. Site mobilization meeting.
- F. Progress meetings.
- G. Construction progress schedule.
- H. Contractor's daily reports.
- I. Progress photographs.
- J. Coordination drawings.
- K. Submittals for review, information, and project closeout.
- L. Number of copies of submittals.
- M. Requests for Interpretation (RFI) procedures.
- N. Submittal procedures.

1.02 RELATED REQUIREMENTS

- A. Section 011100 - SUMMARY OF WORK (Phasing & Occupancy).
 - 1. "THE CONTRACTOR OF THIS PROJECT SHALL COORDINATE THEIR WORK AND SCHEDULE WITH THE CONTRACTOR WHO IS AWARDED THE RED CLAY CONSOLIDATED SCHOOL DISTRICT CONTRACT NUMBER 2-26-36 **"RENOVATIONS TO MEADOWOOD SCHOOL - MEADOWOOD EXTENSION"**. THE WORK IN THIS CONTRACT SHALL BE DONE CONCURRENTLY WITH THE CONTRACT STATED ABOVE."
- B. Section 00 7200 - General Conditions: Dates for applications for payment.
- C. Section 01 6000 - Product Requirements: General product requirements.
- D. Section 01 7000 - Execution and Closeout Requirements: Additional coordination requirements.
- E. Section 01 7800 - Closeout Submittals: Project record documents; operation and maintenance data; warranties and bonds.
- F. Section 01 9113 - General Commissioning Requirements: Additional procedures for submittals relating to commissioning.
 - 1. Where submittals are indicated for review by both Architect and the Commissioning Provider (CxP), submit one extra and route to Architect first for forwarding to the Commissioning Provider.
 - 2. Where submittals are not indicated to be reviewed by Architect, submit directly to the Commissioning Provider (CxP); otherwise, the procedures specified in this section apply to commissioning submittals.

1.03 REFERENCE STANDARDS

- A. AIA G716 - Request for Information; 2004.
- B. AIA G810 - Transmittal Letter; 2001.
- C. CSI/CSC Form 12.1A - Submittal Transmittal; Current Edition.

D. CSI/CSC Form 13.2A - Request for Information; Current Edition.

1.04 GENERAL ADMINISTRATIVE REQUIREMENTS

- A. Comply with requirements of Section 01 7000 - Execution and Closeout Requirements for coordination of execution of administrative tasks with timing of construction activities.
- B. Make the following types of submittals to Architect:
 - 1. Requests for Interpretation (RFI).
 - 2. Requests for substitution.
 - 3. Shop drawings, product data, and samples.
 - 4. Test and inspection reports.
 - 5. Design data.
 - 6. Manufacturer's instructions and field reports.
 - 7. Applications for payment and change order requests.
 - 8. Progress schedules.
 - 9. Coordination drawings.
 - 10. Correction Punch List and Final Correction Punch List for Substantial Completion.
 - 11. Closeout submittals.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 WEB-BASED PROJECT SOFTWARE SERVICE

- A. Web-Based Project Software Service: Use the Architect's web-based project software to host and manage project communication and documentation.
 - 1. Include, at minimum, the following features:
 - a. Project directory, including Owner, Contractor, subcontractors, Architect, Architect's consultants, and other entities involved in the project. Include names of contact persons and contact information for each entity.
 - b. Access control for each entity and for each workflow process to determine each entity's digital rights to create, modify, view, and print documents.
 - c. Workflow planning, allowing customization of workflow for each project entity.
 - d. Creation, logging, tracking, and notification for project communications.
 - e. Tracking of project communication statuses in real time, including timestamped response log.
 - f. Procedures for viewing PDFs or similar file formats, allowing markups by each entity. Provide security features to lock markups against changes once submitted.
 - g. Processing and tracking of payment applications.
 - h. Processing and tracking of contract modifications.
 - i. Creation and distribution of meeting minutes.
 - j. Document management for drawings, specifications, and coordination drawings, including revision control.
 - k. Management of construction progress photographs.
 - l. Mobile device compatibility.
 - m. Creation of data analytics reports.
 - n. Creation and export of editable logs for software functions.
 - 2. Comply with the software service's current published licensing agreements.
 - 3. Project Closeout: Architect determines when to terminate the software service for the project and is responsible for obtaining archive copies of files for Owner.
 - 4. Web-Based Project Software Services: The selected service is:
 - a. Newforma, Inc; Newforma Project Center (NPC) with Newforma Info Exchange (NIX): www.newforma.com/#sle.

3.02 ELECTRONIC DOCUMENT SUBMITTAL SERVICE

- A. All documents transmitted for purposes of administration of the contract are to be in electronic (PDF, MS Word, or MS Excel) format, as appropriate to the document, and transmitted via an

Internet-based submittal service that receives, logs and stores documents, provides electronic stamping and signatures, and notifies addressees via email.

1. Besides submittals for review, information, and closeout, this procedure applies to Requests for Interpretation (RFIs), progress documentation, contract modification documents (e.g. supplementary instructions, change proposals, change orders), applications for payment, field reports and meeting minutes, Contractor's correction punchlist, and any other document any participant wishes to make part of the project record.
 2. Contractor and Architect are required to use this service.
 3. It is Contractor's responsibility to submit documents in allowable format.
 4. Subcontractors, suppliers, and Architect's consultants are to be permitted to use the service at no extra charge.
 5. Users of the service need an email address, internet access, and PDF review software that includes ability to mark up and apply electronic stamps (such as Adobe Acrobat, www.adobe.com, or Bluebeam PDF Revu, www.bluebeam.com), unless such software capability is provided by the service provider.
 6. Paper document transmittals will not be reviewed; emailed electronic documents will not be reviewed.
 7. All other specified submittal and document transmission procedures apply, except that electronic document requirements do not apply to samples or color selection charts.
- B. Submittal Service: The selected service is:
1. Newforma ConstructEx: www.newforma.com/our-solutions/constructex/#sle.
- C. Project Closeout: Architect will determine when to terminate the service for the project and is responsible for obtaining archive copies of files for Owner.

3.03 PRECONSTRUCTION MEETING

- A. Schedule meeting after Notice of Award.
- B. Attendance Required:
1. Owner.
 2. Architect.
 3. Contractor.
 4. Major subcontractor.
 5. Contractor's representative for the RENOVATIONS TO MEADOWOOD SCHOOL - MEADOWOOD EXTENSION project.
- C. Agenda:
1. Execution of Owner-Contractor Agreement.
 2. Submission of executed bonds and insurance certificates.
 3. Distribution of Contract Documents.
 4. Submission of list of subcontractors, list of products, schedule of values, and progress schedule.
 5. Submission of initial Submittal schedule.
 6. Designation of personnel representing the parties to Contract and Architect.
 7. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
 8. Scheduling.
- D. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

3.04 SITE MOBILIZATION MEETING

- A. Schedule meeting at the Project site prior to Contractor occupancy.
- B. Attendance Required:
1. Contractor.

2. Owner.
 3. Architect.
 4. Special consultants.
 5. Contractor's superintendent.
 6. Major subcontractors.
- C. Agenda:
1. Use of premises by Owner and Contractor.
 2. Owner's requirements.
 3. Construction facilities and controls provided by Owner.
 4. Temporary utilities provided by Owner.
 5. Security and housekeeping procedures.
 6. Schedules.
 7. Application for payment procedures.
 8. Procedures for testing.
 9. Procedures for maintaining record documents.
 10. Requirements for start-up of equipment.
 11. Inspection and acceptance of equipment put into service during construction period.
- D. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

3.05 PROGRESS MEETINGS

- A. Architect will make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.
- B. Attendance Required:
1. Contractor.
 2. Owner.
 3. Architect.
 4. Special consultants.
 5. Contractor's superintendent.
 6. Major subcontractors.
 7. Contractor's representative for the RENOVATIONS TO MEADOWOOD SCHOOL - MEADOWOOD EXTENSION project.
- C. Agenda:
1. Review minutes of previous meetings.
 2. Review of work progress.
 3. Field observations, problems, and decisions.
 4. Identification of problems that impede, or will impede, planned progress.
 5. Review of submittals schedule and status of submittals.
 6. Review of RFIs log and status of responses.
 7. Review of off-site fabrication and delivery schedules.
 8. Maintenance of progress schedule.
 9. Corrective measures to regain projected schedules.
 10. Planned progress during succeeding work period.
 11. Coordination of projected progress.
 12. Maintenance of quality and work standards.
 13. Effect of proposed changes on progress schedule and coordination.
 14. Other business relating to work.
- D. Record minutes and distribute copies within three days after meeting to participants, with copies to, Owner, Contractor, Consultants and participants, and those affected by decisions made.

3.06 CONSTRUCTION PROGRESS SCHEDULE

- A. Within 10 days after date of the Agreement, submit preliminary schedule defining planned operations for the first 60 days of work, with a general outline for remainder of work.
- B. If preliminary schedule requires revision after review, submit revised schedule within 10 days.
- C. Within 20 days after review of preliminary schedule, submit draft of proposed complete schedule for review.
 - 1. Include written certification that major contractors have reviewed and accepted proposed schedule.
- D. Within 10 days after joint review, submit complete schedule.
- E. Submit updated schedule with each Application for Payment.
- F. Coordinate with the Contractor of the MCKEAN HIGH SCHOOL RENOVATIONS project

3.07 DAILY CONSTRUCTION REPORTS

- A. Include only factual information. Do not include personal remarks or opinions regarding operations and/or personnel.
- B. Prepare a daily construction report recording the following information concerning events at Project site and project progress:
 - 1. Date.
 - 2. High and low temperatures, and general weather conditions.
 - 3. List of subcontractors at Project site.
 - 4. List of separate contractors at Project site.
 - 5. Approximate count of personnel at Project site.
 - a. Include a breakdown for supervisors, laborers, journeymen, equipment operators, and helpers.
 - 6. Major equipment at Project site.
 - 7. Material deliveries.
 - 8. Safety, environmental, or industrial relations incidents.
 - 9. Meetings and significant decisions.
 - 10. Unusual events (submit a separate special report).
 - 11. Stoppages, delays, shortages, and losses. Include comparison between scheduled work activities (in Contractor's most recently updated and published schedule) and actual activities. Explain differences, if any. Note days or periods when no work was in progress and explain the reasons why.
 - 12. Emergency procedures.
 - 13. Directives and requests of authority having jurisdiction (AHJ).
 - 14. Change Orders received and implemented.
 - 15. Testing and/or inspections performed.
 - 16. List of verbal instruction given by Owner and/or Architect.
 - 17. Signature of Contractor's authorized representative.

3.08 PROGRESS PHOTOGRAPHS

- A. Submit photographs with each application for payment, taken not more than 3 days prior to submission of application for payment.
- B. Maintain one set of all photographs at project site for reference; same copies as submitted, identified as such.
- C. Photography Type: Digital; electronic files.
- D. Provide photographs of site and construction throughout progress of work produced by an experienced photographer, acceptable to Architect.
- E. In addition to periodic, recurring views, take photographs of each of the following events:
 - 1. Structural framing in progress and upon completion.
 - 2. Final completion, minimum of ten (10) photos.

- F. Take photographs as evidence of existing project conditions as follows:
 - 1. Interior views: Of each separate scope of work area.
 - 2. Exterior views: Of each separate scope of work area..
- G. Views:
 - 1. Provide non-aerial photographs from four cardinal views at each specified time, until date of Substantial Completion.
 - 2. Consult with Architect for instructions on views required.
 - 3. Provide factual presentation.
 - 4. Provide correct exposure and focus, high resolution and sharpness, maximum depth of field, and minimum distortion.
- H. Digital Photographs: 24 bit color, minimum resolution of 1024 by 768, in JPG format; provide files unaltered by photo editing software.
 - 1. Delivery Medium: Via Electronic Documents Submittal Service.
 - 2. File Naming: Include project identification, date and time of view, and view identification.
 - 3. PDF File: Assemble all photos into printable pages in PDF format, with 2 to 3 photos per page, each photo labeled with file name; one PDF file per submittal.

3.09 REQUESTS FOR INTERPRETATION (RFI)

- A. Definition: A request seeking one of the following:
 - 1. An interpretation, amplification, or clarification of some requirement of Contract Documents arising from inability to determine from them the exact material, process, or system to be installed; or when the elements of construction are required to occupy the same space (interference); or when an item of work is described differently at more than one place in Contract Documents.
 - 2. A resolution to an issue which has arisen due to field conditions and affects design intent.
- B. Whenever possible, request clarifications at the next appropriate project progress meeting, with response entered into meeting minutes, rendering unnecessary the issuance of a formal RFI.
- C. Preparation: Prepare an RFI immediately upon discovery of a need for interpretation of Contract Documents. Failure to submit a RFI in a timely manner is not a legitimate cause for claiming additional costs or delays in execution of the work.
 - 1. Prepare a separate RFI for each specific item.
 - a. Review, coordinate, and comment on requests originating with subcontractors and/or materials suppliers.
 - b. Do not forward requests which solely require internal coordination between subcontractors.
 - 2. Prepare in a format and with content acceptable to Owner.
 - a. Use AIA G716 - Request for Information .
 - 3. Prepare using software provided by the Electronic Document Submittal Service.
 - 4. Combine RFI and its attachments into a single electronic file. PDF format is preferred.
- D. Reason for the RFI: Prior to initiation of an RFI, carefully study all Contract Documents to confirm that information sufficient for their interpretation is definitely not included.
 - 1. Include in each request Contractor's signature attesting to good faith effort to determine from Contract Documents information requiring interpretation.
 - 2. Unacceptable Uses for RFIs: Do not use RFIs to request the following:
 - a. Approval of submittals (use procedures specified elsewhere in this section).
 - b. Approval of substitutions (see Section - 01 6000 - Product Requirements)
 - c. Changes that entail change in Contract Time and Contract Sum (comply with provisions of the Conditions of the Contract).
 - d. Different methods of performing work than those indicated in the Contract Drawings and Specifications (comply with provisions of the Conditions of the Contract).
 - 3. Improper RFIs: Requests not prepared in compliance with requirements of this section, and/or missing key information required to render an actionable response. They will be returned without a response, with an explanatory notation.

4. Frivolous RFIs: Requests regarding information that is clearly indicated on, or reasonably inferable from, Contract Documents, with no additional input required to clarify the question. They will be returned without a response, with an explanatory notation.
 - a. The Owner reserves the right to assess the Contractor for the costs (on time-and-materials basis) incurred by the Architect, and any of its consultants, due to processing of such RFIs.
- E. Content: Include identifiers necessary for tracking the status of each RFI, and information necessary to provide an actionable response.
 1. Official Project name and number, and any additional required identifiers established in Contract Documents.
 2. Owner's, Architect's, and Contractor's names.
 3. Discrete and consecutive RFI number, and descriptive subject/title.
 4. Issue date, and requested reply date.
 5. Reference to particular Contract Document(s) requiring additional information/interpretation. Identify pertinent drawing and detail number and/or specification section number, title, and paragraph(s).
 6. Annotations: Field dimensions and/or description of conditions which have engendered the request.
 7. Contractor's suggested resolution: A written and/or a graphic solution, to scale, is required in cases where clarification of coordination issues is involved, for example; routing, clearances, and/or specific locations of work shown diagrammatically in Contract Documents. If applicable, state the likely impact of the suggested resolution on Contract Time or the Contract Sum.
- F. Attachments: Include sketches, coordination drawings, descriptions, photos, submittals, and other information necessary to substantiate the reason for the request.
- G. RFI Log: Prepare and maintain a tabular log of RFIs for the duration of the project.
 1. Indicate current status of every RFI. Update log promptly and on a regular basis.
 2. Note dates of when each request is made, and when a response is received.
 3. Highlight items requiring priority or expedited response.
 4. Highlight items for which a timely response has not been received to date.
 5. Identify and include improper or frivolous RFIs.
- H. Review Time: Architect will respond and return RFIs to Contractor within seven calendar days of receipt. For the purpose of establishing the start of the mandated response period, RFIs received after 12:00 noon will be considered as having been received on the following regular working day.
 1. Response period may be shortened or lengthened for specific items, subject to mutual agreement, and recorded in a timely manner in progress meeting minutes.
- I. Responses: Content of answered RFIs will not constitute in any manner a directive or authorization to perform extra work or delay the project. If in Contractor's belief it is likely to lead to a change to Contract Sum or Contract Time, promptly issue a notice to this effect, and follow up with an appropriate Change Order request to Owner.
 1. Response may include a request for additional information, in which case the original RFI will be deemed as having been answered, and an amended one is to be issued forthwith. Identify the amended RFI with an R suffix to the original number.
 2. Do not extend applicability of a response to specific item to encompass other similar conditions, unless specifically so noted in the response.
 3. Upon receipt of a response, promptly review and distribute it to all affected parties, and update the RFI Log.
 4. Notify Architect within seven calendar days if an additional or corrected response is required by submitting an amended version of the original RFI, identified as specified above.

3.10 SUBMITTAL SCHEDULE

- A. Submit to Architect for review a schedule for submittals in tabular format.
 - 1. Coordinate with Contractor's construction schedule and schedule of values.
 - 2. Format schedule to allow tracking of status of submittals throughout duration of construction.
 - 3. Arrange information to include scheduled date for initial submittal, specification number and title, submittal category (for review or for information), description of item of work covered, and role and name of subcontractor.
 - 4. Account for time required for preparation, review, manufacturing, fabrication and delivery when establishing submittal delivery and review deadline dates.
 - a. For assemblies, equipment, systems comprised of multiple components and/or requiring detailed coordination with other work, allow for additional time to make corrections or revisions to initial submittals, and time for their review.

3.11 SUBMITTALS FOR REVIEW

- A. When the following are specified in individual sections, submit them for review:
 - 1. Product data.
 - 2. Shop drawings.
 - 3. Samples for selection.
 - 4. Samples for verification.
- B. Submit to Architect for review for the limited purpose of checking for compliance with information given and the design concept expressed in Contract Documents.
- C. Samples will be reviewed for aesthetic, color, or finish selection.
- D. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below and for record documents purposes described in Section 01 7800 - Closeout Submittals.

3.12 SUBMITTALS FOR INFORMATION

- A. When the following are specified in individual sections, submit them for information:
 - 1. Design data.
 - 2. Certificates.
 - 3. Test reports.
 - 4. Inspection reports.
 - 5. Manufacturer's instructions.
 - 6. Manufacturer's field reports.
 - 7. Field engineering daily reports.
 - 8. Other types indicated.
- B. Submit for Architect's knowledge as contract administrator or for Owner.

3.13 SUBMITTALS FOR PROJECT CLOSEOUT

- A. Submit Correction Punch List for Substantial Completion.
- B. Submit Final Correction Punch List for Substantial Completion.
- C. When the following are specified in individual sections, submit them at project closeout in compliance with requirements of Section 01 7800 - Closeout Submittals:
 - 1. Project record documents.
 - 2. Operation and maintenance data.
 - 3. Warranties.
 - 4. Bonds.
 - 5. Other types as indicated.
- D. Submit for Owner's benefit during and after project completion.

3.14 NUMBER OF COPIES OF SUBMITTALS

- A. Electronic Documents: Submit one electronic copy in PDF format; an electronically-marked up file will be returned. Create PDFs at native size and right-side up; illegible files will be rejected.

- B. Extra Copies at Project Closeout: See Section 01 7800.
- C. Samples: Submit the number specified in individual specification sections; one of which will be retained by Architect.
 - 1. After review, produce duplicates.
 - 2. Retained samples will not be returned to Contractor unless specifically so stated.

3.15 SUBMITTAL PROCEDURES

- A. General Requirements:
 - 1. Submit separate packages of submittals for review and submittals for information, when included in the same specification section.
 - 2. Transmit using approved form.
 - a. Use form generated by Electronic Document Submittal Service software.
 - 3. Sequentially identify each item. For revised submittals use original number and a sequential numerical suffix.
 - 4. Identify: Project; Contractor; subcontractor or supplier; pertinent drawing and detail number; and specification section number and article/paragraph, as appropriate on each copy.
 - 5. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction work, and coordination of information is in accordance with the requirements of the work and Contract Documents.
 - a. Submittals from sources other than the Contractor, or without Contractor's stamp will not be acknowledged, reviewed, or returned.
 - 6. Deliver each submittal on date noted in submittal schedule, unless an earlier date has been agreed to by all affected parties, and is of the benefit to the project.
 - a. Upload submittals in electronic form to Electronic Document Submittal Service website.
 - 7. Schedule submittals to expedite the Project, and coordinate submission of related items.
 - a. For each submittal for review, allow 15 days excluding delivery time to and from the Contractor.
 - b. For sequential reviews involving Architect's consultants, Owner, or another affected party, allow an additional 7 days.
 - c. For sequential reviews involving approval from authorities having jurisdiction (AHJ), in addition to Architect's approval, allow an additional 30 days.
 - 8. Identify variations from Contract Documents and product or system limitations that may be detrimental to successful performance of the completed work.
 - 9. Provide space for Contractor and Architect review stamps.
 - 10. When revised for resubmission, identify all changes made since previous submission.
 - 11. Distribute reviewed submittals. Instruct parties to promptly report inability to comply with requirements.
 - 12. Incomplete submittals will not be reviewed, unless they are partial submittals for distinct portion(s) of the work, and have received prior approval for their use.
 - 13. Submittals not requested will be recognized, and will be returned "Not Reviewed",
- B. Product Data Procedures:
 - 1. Submit only information required by individual specification sections.
 - 2. Collect required information into a single submittal.
 - 3. Submit concurrently with related shop drawing submittal.
 - 4. Do not submit (Material) Safety Data Sheets for materials or products.
- C. Shop Drawing Procedures:
 - 1. Prepare accurate, drawn-to-scale, original shop drawing documentation by interpreting Contract Documents and coordinating related work.
 - 2. Do not reproduce Contract Documents to create shop drawings.
 - 3. Generic, non-project-specific information submitted as shop drawings do not meet the requirements for shop drawings.

D. Samples Procedures:

1. Transmit related items together as single package.
2. Identify each item to allow review for applicability in relation to shop drawings showing installation locations.
3. Include with transmittal high-resolution image files of samples to facilitate electronic review and approval. Provide separate submittal page for each item image.

3.16 SUBMITTAL REVIEW

- A. Submittals for Review: Architect will review each submittal, and approve, or take other appropriate action.
- B. Submittals for Information: Architect will acknowledge receipt and review. See below for actions to be taken.
- C. Architect's actions will be reflected by marking each returned submittal using virtual stamp on electronic submittals.
1. Notations may be made directly on submitted items and/or listed on appended Submittal Review cover sheet.
- D. Architect's and consultants' actions on items submitted for review:
1. Authorizing purchasing, fabrication, delivery, and installation:
 - a. "Approved", or language with same legal meaning.
 - b. "Approved as Noted, Resubmission not required", or language with same legal meaning.
 - 1) At Contractor's option, submit corrected item, with review notations acknowledged and incorporated.
 - c. "Approved as Noted, Resubmit for Record", or language with same legal meaning.
 2. Not Authorizing fabrication, delivery, and installation:
 - a. "Revise and Resubmit".
 - 1) Resubmit revised item, with review notations acknowledged and incorporated.
 - 2) Non-responsive resubmittals may be rejected.
 - b. "Rejected".
 - 1) Submit item complying with requirements of Contract Documents.
- E. Architect's and consultants' actions on items submitted for information:
1. Items for which no action was taken:
 - a. "Received" - to notify the Contractor that the submittal has been received for record only.
 2. Items for which action was taken:
 - a. "Reviewed" - no further action is required from Contractor.

END OF SECTION 01 3000

**SECTION 01 3553
SECURITY PROCEDURES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Security measures including formal security program, entry control, personnel identification, and miscellaneous restrictions.

1.02 RELATED REQUIREMENTS

- A. Section 01 1000 - Summary: use of premises and occupancy.
- B. Section 01 5000 - Temporary Facilities and Controls: Temporary lighting.

1.03 SECURITY PROGRAM

- A. The Contractor shall be fully responsible for security of all on-site materials and equipment.
- B. Protect Work , existing premises and Owner's operations from theft, vandalism, and unauthorized entry.
- C. Initiate program in coordination with Owner's existing security system at project mobilization.
- D. Maintain program throughout construction period until Owner acceptance precludes the need for Contractor security.

1.04 ENTRY CONTROL

- A. Restrict entrance of persons and vehicles into Project site and existing facilities.
- B. Allow entrance only to authorized persons with proper identification.
- C. Maintain log of workers and visitors, make available to Owner on request.
- D. Owner will control entrance of persons and vehicles related to Owner's operations.
- E. Coordinate access of Owner's personnel to site in coordination with Owner's security forces.

1.05 PERSONNEL IDENTIFICATION

- A. Provide identification badge to each person authorized to enter premises.
- B. Badge To Include: Personal photograph, name, assigned number , expiration date and employer.
- C. Maintain a list of accredited persons, submit copy to Owner on request.
- D. Require return of badges at expiration of their employment on the Work.

1.06 RESTRICTIONS

- A. Do not allow cameras on site or photographs taken except by written approval of Owner.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION 01 3553

NOT FOR BIDDING PURPOSES

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**SECTION 01 4000
QUALITY REQUIREMENTS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Submittals.
- B. Quality assurance.
- C. References and standards.
- D. Testing and inspection agencies and services.
- E. Contractor's construction-related professional design services.
- F. Contractor's design-related professional design services.
- G. Control of installation.
- H. Tolerances.
- I. Manufacturers' field services.
- J. Defect Assessment.

1.02 RELATED REQUIREMENTS

- A. Document 00 7200 - General Conditions: Inspections and approvals required by public authorities.
- B. Section 01 3000 - Administrative Requirements: Submittal procedures.
- C. Section 01 4216 - DEFINITIONS.
- D. Section 01 6000 - Product Requirements: Requirements for material and product quality.

1.03 REFERENCE STANDARDS

- A. ASTM C1021 - Standard Practice for Laboratories Engaged in Testing of Building Sealants; 2008 (Reapproved 2023).
- B. ASTM C1077 - Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation; 2026.
- C. ASTM C1093 - Standard Practice for Accreditation of Testing Agencies for Masonry; 2025.
- D. ASTM D3740 - Standard Practice for Minimum Requirements for Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction; 2023.
- E. ASTM E329 - Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection; 2025b.
- F. ASTM E543 - Standard Specification for Agencies Performing Nondestructive Testing; 2026.
- G. ASTM E699 - Standard Specification for Agencies Involved in Testing, Quality Assurance, and Evaluating of Manufactured Building Components; 2016.
- H. IAS AC89 - Accreditation Criteria for Testing Laboratories; 2025.

1.04 DEFINITIONS

- A. Contractor's Quality Control Plan: Contractor's management plan for executing the Contract for Construction.
- B. Contractor's Professional Design Services: Design of some aspect or portion of the project by party other than the design professional of record. Provide these services as part of the Contract for Construction.
 - 1. Design Services Types Required:
 - a. Construction-Related: Services Contractor needs to provide in order to carry out the Contractor's sole responsibilities for construction means, methods, techniques, sequences, and procedures.

- b. Design-Related: Design services explicitly required to be performed by another design professional due to highly-technical and/or specialized nature of a portion of the project. Services primarily involve engineering analysis, calculations, and design, and are not intended to alter the aesthetic aspects of the design.
- C. Design Data: Design-related, signed and sealed drawings, calculations, specifications, certifications, shop drawings and other submittals provided by Contractor, and prepared directly by, or under direct supervision of, appropriately licensed design professional.

1.05 CONTRACTOR'S CONSTRUCTION-RELATED PROFESSIONAL DESIGN SERVICES

- A. Coordination: Contractor's professional design services are subject to requirements of project's Conditions for Construction Contract.
- B. Provide such engineering design services as may be necessary to plan and safely conduct certain construction operations, pertaining to, but not limited to the following:
 - 1. Temporary sheeting, shoring, or supports.
 - 2. Temporary scaffolding.
 - 3. Temporary bracing.
 - 4. Temporary stairs or steps required for construction access only.
 - 5. Temporary hoist(s) and rigging.

1.06 CONTRACTOR'S DESIGN-RELATED PROFESSIONAL DESIGN SERVICES

- A. Coordination: Contractor's professional design services are subject to requirements of project's Conditions for Construction Contract.
- B. Base design on performance and/or design criteria indicated in individual specification sections.
 - 1. Submit a Request for Interpretation to Architect if the criteria indicated are not sufficient to perform required design services.
- C. Scope of Contractor's Professional Design Services: Provide for the following items of work:
 - 1. Structural Design of Formwork: As described in Section 03 1000 - Concrete Forming and Accessories.
 - 2. Concrete Mix Design: As described in Section 03 3000 - Cast-in-Place Concrete. No specific designer qualifications are required.
 - 3. Structural Design of Steel Decking: As described in Section 05 3100 - Steel Decking.
 - 4. Structural Design of Metal Fabrications: As described in Section 05 5000 - Metal Fabrications.
 - 5. Structural Design of Railings: As described in Section 05 5213 - Pipe and Tube Railings.
 - 6. Design of Structural Components: As described in Section 14 4200 - Wheelchair Lifts.
 - 7. Structural Design of Seismic Controls: As described in Section 22 0548 - Vibration and Seismic Controls for Plumbing Piping and Equipment.
 - 8. Structural Design of Seismic Controls: As described in Section 23 0548 - Vibration and Seismic Controls for HVAC.
 - 9. Structural Design of Seismic Controls: As described in Section 26 0548 - Vibration and Seismic Controls for Electrical Systems.

1.07 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Designer's Qualification Statement: Submit for Architect's knowledge as contract administrator, or for Owner's information.
 - 1. Include information for each individual professional responsible for producing, or supervising production of, design-related professional services provided by Contractor.
 - a. Full name.
 - b. Professional licensure information.
 - c. Statement addressing extent and depth of experience specifically relevant to design of items assigned to Contractor.

- C. Design Data: Submit for Architect's knowledge as contract administrator for the limited purpose of assessing compliance with information given and the design concept expressed in the Contract Documents, or for Owner's information.
1. Include calculations that have been used to demonstrate compliance to performance and regulatory criteria provided, and to determine design solutions.
 2. Include required product data and shop drawings.
 3. Include a statement or certification attesting that design data complies with criteria indicated, such as building codes, loads, functional, and similar engineering requirements.
 4. Include signature and seal of design professional responsible for allocated design services on calculations and drawings.
- D. Test Reports: After each test/inspection, promptly submit two copies of report to Architect and to Contractor.
1. Include:
 - a. Date issued.
 - b. Project title and number.
 - c. Name of inspector.
 - d. Date and time of sampling or inspection.
 - e. Identification of product and specifications section.
 - f. Location in the Project.
 - g. Type of test/inspection.
 - h. Date of test/inspection.
 - i. Results of test/inspection.
 - j. Compliance with Contract Documents.
 - k. When requested by Architect, provide interpretation of results.
 2. Test report submittals are for Architect's knowledge as contract administrator for the limited purpose of assessing compliance with information given and the design concept expressed in the Contract Documents, or for Owner's information.
- E. Certificates: When specified in individual specification sections, submit certification by the manufacturer and Contractor or installation/application subcontractor to Architect, in quantities specified for Product Data.
1. Indicate material or product complies with or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
 2. Certificates may be recent or previous test results on material or product, but must be acceptable to Architect.
- F. Manufacturer's Instructions: When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, for the Owner's information. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.
- G. Manufacturer's Field Reports: Submit reports for Architect's benefit as contract administrator or for Owner.
1. Submit report in duplicate within 30 days of observation to Architect for information.
 2. Submit for information for the limited purpose of assessing compliance with information given and the design concept expressed in the Contract Documents.
- H. Erection Drawings: Submit drawings for Architect's benefit as contract administrator or for Owner.
1. Submit for information for the limited purpose of assessing compliance with information given and the design concept expressed in the Contract Documents.
 2. Data indicating inappropriate or unacceptable Work may be subject to action by Architect or Owner.

1.08 QUALITY ASSURANCE

- A. Testing Agency Qualifications:

1. Prior to start of work, submit agency name, address, and telephone number, and names of full time registered Engineer and responsible officer.
 2. Submit copy of report of laboratory facilities inspection made by NIST Construction Materials Reference Laboratory during most recent inspection, with memorandum of remedies of any deficiencies reported by the inspection.
 3. Qualification Statement: Provide documentation showing testing laboratory is accredited under IAS AC89.
- B. Designer Qualifications: Where professional engineering design services and design data submittals are specifically required of Contractor by Contract Documents, provide services of a Professional Engineer experienced in design of this type of work and licensed in the State in which the Project is located.
- C. Contractor's Quality Control (CQC) Plan:
1. Prior to start of work, submit a comprehensive plan describing how contract deliverables will be produced. Tailor CQC plan to specific requirements of the project. Include the following information:
 - a. Management Structure: Identify personnel responsible for quality. Include a chart showing lines of authority.
 - 1) Include qualifications (in resume form), duties, responsibilities of each person assigned to CQC function.
 - b. Management Approach: Define, describe, and include in the plan specific methodologies used in executing the work.
 - 1) Management and control of documents and records relating to quality.
 - 2) Communications.
 - 3) Coordination procedures.
 - 4) Resource management.
 - 5) Process control.
 - 6) Inspection and testing procedures and scheduling.
 - 7) Control of noncomplying work.
 - 8) Tracking deficiencies from identification, through acceptable corrective action, and verification.
 - 9) Control of testing and measuring equipment.
 - 10) Project materials certification.
 - 11) Managerial continuity and flexibility.
 - c. Owner will not make a separate payment for providing and maintaining a Quality Control Plan. Include associated costs in Bid price.
 - d. Acceptance of the plan is required prior to start of construction activities not including mobilization work. Owner's acceptance of the plan will be conditional and predicated on continuing satisfactory adherence to the plan. Owner reserves the right to require Contractor to make changes to the plan and operations, including removal of personnel, as necessary, to obtain specified quality of work results.

1.09 REFERENCES AND STANDARDS

- A. Comply with reference standard of date of issue current on date of Contract Documents, except where a specific date is established by applicable code.
- B. Obtain copies of standards where required by product specification sections.
- C. Maintain copy at project site during submittals, planning, and progress of the specific work, until Substantial Completion.

1.10 TESTING AND INSPECTION AGENCIES AND SERVICES

- A. Contractor shall employ and pay for services of an independent testing agency to perform other specified testing.
- B. Employment of agency in no way relieves Contractor of obligation to perform Work in accordance with requirements of Contract Documents.

C. Contractor Employed Agency:

1. Testing agency: Comply with requirements of ASTM E329, ASTM E543, ASTM E699, ASTM C1021, ASTM C1077, ASTM C1093, and ASTM D3740.
2. Inspection agency: Comply with requirements of ASTM D3740 and ASTM E329.
3. Laboratory Qualifications: Accredited by IAS according to IAS AC89.
4. Laboratory: Authorized to operate in the State in which the Project is located.
5. Laboratory Staff: Maintain a full time registered Engineer on staff to review services.
6. Testing Equipment: Calibrated at reasonable intervals either by NIST or using an NIST established Measurement Assurance Program, under a laboratory measurement quality assurance program.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect before proceeding.
- D. Comply with specified standards as minimum quality for the work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Have work performed by persons qualified to produce required and specified quality.
- F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

3.02 TOLERANCES

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Architect before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

3.03 TESTING AND INSPECTION

- A. Testing Agency Duties:
 1. Test samples of mixes submitted by Contractor.
 2. Provide qualified personnel at site. Cooperate with Architect and Contractor in performance of services.
 3. Perform specified sampling and testing of products in accordance with specified standards.
 4. Ascertain compliance of materials and mixes with requirements of Contract Documents.
 5. Promptly notify Architect and Contractor of observed irregularities or non-compliance of Work or products.
 6. Perform additional tests and inspections required by Architect.
 7. Submit reports of all tests/inspections specified.
- B. Limits on Testing/Inspection Agency Authority:
 1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
 2. Agency may not approve or accept any portion of the Work.

3. Agency may not assume any duties of Contractor.
4. Agency has no authority to stop the Work.
- C. Contractor Responsibilities:
 1. Deliver to agency at designated location, adequate samples of materials proposed to be used that require testing, along with proposed mix designs.
 2. Cooperate with laboratory personnel, and provide access to the Work and to manufacturers' facilities.
 3. Provide incidental labor and facilities:
 - a. To provide access to Work to be tested/inspected.
 - b. To obtain and handle samples at the site or at source of Products to be tested/inspected.
 - c. To facilitate tests/inspections.
 - d. To provide storage and curing of test samples.
 4. Notify Architect and laboratory 24 hours prior to expected time for operations requiring testing/inspection services.
 5. Employ services of an independent qualified testing laboratory and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
 6. Arrange with Owner's agency and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
- D. Re-testing required because of non-compliance with specified requirements shall be performed by the same agency on instructions by Architect.
- E. Re-testing required because of non-compliance with specified requirements shall be paid for by Contractor.

3.04 MANUFACTURERS' FIELD SERVICES

- A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust, and balance equipment as applicable, and to initiate instructions when necessary.
- B. Submit qualifications of observer to Architect 30 days in advance of required observations.
 1. Observer subject to approval of Architect.
- C. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

3.05 DEFECT ASSESSMENT

- A. Replace Work or portions of the Work not complying with specified requirements.

END OF SECTION 01 4000

**SECTION 01 4100
REGULATORY REQUIREMENTS**

PART 1 GENERAL

1.01 SUMMARY OF REFERENCE STANDARDS

- A. Regulatory requirements applicable to this project are the following:
- B. 28 CFR 35 - Nondiscrimination on the Basis of Disability in State and Local Government Services; Final Rule; Department of Justice; current edition.
- C. 28 CFR 36 - Nondiscrimination by Public Accommodations and in Commercial Facilities; Final Rule; Department of Justice; current edition.
- D. 29 CFR 1910 - Occupational Safety and Health Standards; Current Edition.
- E. 36 CFR 1191 - Americans with Disabilities Act (ADA) Accessibility Guidelines for Buildings and Facilities; Architectural Barriers Act (ABA) Accessibility Guidelines; current edition.
- F. 49 CFR 37 - Transportation Services for Individuals with Disabilities (ADA); current edition.
- G. ADA Standards - 2010 ADA Standards for Accessible Design; 2010.
- H. FED-STD-795 - Uniform Federal Accessibility Standards (UFAS); 1988.
- I. State of Delaware amendments to some or all of the following.
- J. County of New Castle, Delaware amendments to some or all of the following.
- K. Zoning Ordinance: New Castle County.
- L. ICC (IBC) - International Building Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- M. ICC (IECC) - International Energy Conservation Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- N. ICC (IFC) - International Fire Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- O. ICC (IFGC) - International Fuel Gas Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- P. ICC (IMC) - International Mechanical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- Q. ICC (IPC) - International Plumbing Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- R. ICC (IPMC) - International Property Maintenance Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- S. ICC A117.1 - Accessible and Usable Buildings and Facilities; 2017.
- T. NFPA 1 - Fire Code; 2024, with Errata.
- U. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- V. NFPA 101 - Life Safety Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- W. Existing Building Code: ICC (ISBC) - International Existing Building Code; Most Recent Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements..
- X. State of Delaware ADA Standards: State of Delaware Architectural Accessibility Standards.

1.02 RELATED REQUIREMENTS

- A. Section 01 4000 - QUALITY REQUIREMENTS.

1.03 QUALITY ASSURANCE

- A. Contractor's Designer Qualifications: Refer to Section - 01 4000 - QUALITY REQUIREMENTS.

NOT FOR BIDDING PURPOSES

**SECTION 01 4216
DEFINITIONS**

PART 1 GENERAL

1.01 SUMMARY

- A. This section supplements the definitions contained in the General Conditions.
- B. Other definitions are included in individual specification sections.

1.02 DEFINITIONS

- A. Furnish: To supply, deliver, unload, and inspect for damage.
- B. Install: To unpack, assemble, erect, apply, place, finish, cure, protect, clean, start up, and make ready for use.
- C. Product: Material, machinery, components, equipment, fixtures, and systems forming the work result. Not materials or equipment used for preparation, fabrication, conveying, or erection and not incorporated into the work result. Products may be new, never before used, or re-used materials or equipment.
- D. Project Manual: The book-sized volume that includes the procurement requirements (if any), the contracting requirements, and the specifications.
- E. Provide: To furnish and install.
- F. Supply: Same as Furnish.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION 01 4216

NOT FOR BIDDING PURPOSES

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**SECTION 01 4219
REFERENCE STANDARDS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Requirements relating to referenced standards.
- B. Reference standards full title and edition date.

1.02 RELATED REQUIREMENTS

- A. Document 00 7200 - General Conditions: Reference standards.

1.03 QUALITY ASSURANCE

- A. For products or workmanship specified by reference to a document or documents not included in the Project Manual, also referred to as reference standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Should specified reference standards conflict with Contract Documents, request clarification from the Architect before proceeding.
- C. Neither the contractual relationships, duties, or responsibilities of the parties in Contract nor those of the Architect shall be altered by Contract Documents by mention or inference otherwise in any reference document.

PART 2 CONSTRUCTION INDUSTRY ORGANIZATION DOCUMENTS

2.01 INDUSTRY ORGANIZATIONS: WHERE ABBREVIATIONS AND ACRONYMS ARE USED IN SPECIFICATIONS OR OTHER CONTRACT DOCUMENTS, THEY ARE TO 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."

- A. Referenced Industry Standards:
 - 1. AA -- ALUMINUM ASSOCIATION, INC.
 - 2. AABC -- ASSOCIATED AIR BALANCE COUNCIL
 - 3. AAMA -- AMERICAN ARCHITECTURAL MANUFACTURERS ASSOCIATION
 - 4. AASHTO -- AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS
 - 5. AATCC -- AMERICAN ASSOCIATION OF TEXTILE CHEMISTS & COLORISTS
 - 6. ABC -- American Bird Conservancy
 - 7. ABMA -- AMERICAN BEARING MANUFACTURERS ASSOCIATION, INC.
 - 8. ACA -- AMERICAN COATINGS ASSOCIATION
 - 9. ACG -- AABC COMMISSIONING GROUP
 - 10. ACGIH -- AMERICAN CONFERENCE OF GOVERNMENTAL INDUSTRIAL HYGIENISTS
 - 11. ACI -- AMERICAN CONCRETE INSTITUTE INTERNATIONAL
 - 12. ACMA -- AMERICAN COMPOSITES MANUFACTURERS ASSOCIATION
 - 13. ACT
 - 14. ADC -- AIR DIFFUSION COUNCIL
 - 15. AEIC -- ASSOCIATION OF EDISON ILLUMINATING COMPANIES
 - 16. AERC -- ATTACHMENTS ENERGY RATING COUNCIL
 - 17. AFNOR - Association Francaise de Normalisation
 - 18. AFPA -- AMERICAN FOREST AND PAPER ASSOCIATION
 - 19. AGA -- AMERICAN GALVANIZERS ASSOCIATION, INC.
 - 20. AGC -- ASSOCIATED GENERAL CONTRACTORS OF AMERICA
 - 21. AGMA -- AMERICAN GEAR MANUFACTURERS ASSOCIATION
 - 22. AHA -- AMERICAN HARDBOARD ASSOCIATION
 - 23. AHAM -- ASSOCIATION OF HOME APPLIANCE MANUFACTURERS:

24. AHRI -- AIR-CONDITIONING, HEATING, AND REFRIGERATION INSTITUTE
25. AI -- THE ASPHALT INSTITUTE
26. AIA -- THE AMERICAN INSTITUTE OF ARCHITECTS
27. AICPA -- AMERICAN INSTITUTE OF CPAS
28. AISC -- AMERICAN INSTITUTE OF STEEL CONSTRUCTION, INC.
29. AISI -- AMERICAN IRON AND STEEL INSTITUTE
30. AIST -- ASSOCIATION FOR IRON AND STEEL TECHNOLOGY
31. AITC -- AMERICAN INSTITUTE OF TIMBER CONSTRUCTION
32. ALI -- AMERICAN LADDER INSTITUTE
33. ALSC -- AMERICAN LUMBER STANDARDS COMMITTEE
34. AMCA -- AIR MOVEMENT AND CONTROL ASSOCIATION INTERNATIONAL, INC.
35. ANSI -- AMERICAN NATIONAL STANDARDS INSTITUTE
36. AOSA -- ASSOCIATION OF OFFICIAL SEED ANALYSTS
37. APA -- APA - THE ENGINEERED WOOD ASSOCIATION
38. APHA -- AMERICAN PUBLIC HEALTH ASSOCIATION
39. API -- AMERICAN PETROLEUM INSTITUTE
40. API -- ALLIANCE FOR THE POLYURETHANES INDUSTRY, AMERICAN PLASTICS COUNCIL
41. APSP -- ASSOCIATION OF POOL & SPA PROFESSIONALS
42. ARI -- AIR-CONDITIONING AND REFRIGERATION INSTITUTE (See AHRI)
43. ARPM - ASSOCIATION FOR RUBBER PRODUCTS MANUFACTURERS
44. ARRA -- ASPHALT RECYCLING AND RECLAIMING ASSOCIATION
45. ASA -- ACOUSTICAL SOCIETY OF AMERICA
46. ASCA -- ARCHITECTURAL SPRAY COATERS ASSOCIATION
47. ASCE -- AMERICAN SOCIETY OF CIVIL ENGINEERS
48. ASHE -- AMERICAN SOCIETY FOR HEALTH CARE ENGINEERING (AMERICAN HOSPITAL ASSOCIATION)
49. ASHRAE -- AMERICAN SOCIETY OF HEATING, REFRIGERATING AND AIR-CONDITIONING ENGINEERS, INC.
50. ASME -- THE AMERICAN SOCIETY OF MECHANICAL ENGINEERS
51. ASPA -- AMERICAN SOD PRODUCERS ASSOCIATION (see Turfgrass Producers International)
52. ASPE -- AMERICAN SOCIETY OF PLUMBING ENGINEERS
53. ASSE -- AMERICAN SOCIETY OF SANITARY ENGINEERING
54. ASTM A Series -- ASTM INTERNATIONAL
55. ASTM B Series -- ASTM INTERNATIONAL
56. ASTM C Series -- ASTM INTERNATIONAL
57. ASTM D Series -- ASTM INTERNATIONAL
58. ASTM E Series -- ASTM INTERNATIONAL
59. ASTM F Series -- ASTM INTERNATIONAL
60. ASTM G Series -- ASTM INTERNATIONAL
61. ASTM SYMPOSIA AND SELECTED TECHNICAL PAPERS -- ASTM INTERNATIONAL
62. AWC -- AMERICAN WOOD COUNCIL
63. AWCI -- ASSOCIATION OF THE WALL AND CEILING INDUSTRIES INTERNATIONAL
64. AWI -- ARCHITECTURAL WOODWORK INSTITUTE
65. AWI/AWMAC/WI -- JOINT PUBLICATION OF ARCHITECTURAL WOODWORK INSTITUTE/ARCHITECTURAL WOODWORK MANUFACTURERS ASSOCIATION OF CANADA/WOODWORK INSTITUTE
66. AWMAC -- ARCHITECTURAL WOODWORK MANUFACTURERS ASSOCIATION OF CANADA
67. AWMAC/WI -- JOINT PUBLICATION OF ARCHITECTURAL WOODWORK MANUFACTURERS ASSOCIATION OF CANADA/WOODWORK INSTITUTE
68. AWPA -- AMERICAN WOOD-PRESERVERS' ASSOCIATION

69. AWPB -- AMERICAN WOOD PRESERVERS BUREAU
70. AWS -- AMERICAN WELDING SOCIETY
71. AWWA -- AMERICAN WATER WORKS ASSOCIATION
72. BAAQMD -- BAY AREA AIR QUALITY MANAGEMENT DISTRICT
73. BHMA -- BUILDERS HARDWARE MANUFACTURERS ASSOCIATION
74. BIA -- BRICK INDUSTRY ASSOCIATION
75. BICSI -- BUILDING INDUSTRY CONSULTING SERVICE INTERNATIONAL
76. BIFMA -- BUSINESS AND INSTITUTIONAL FURNITURE MANUFACTURERS ASSOCIATION
77. BOMA -- BUILDING OWNERS AND MANAGERS ASSOCIATION
78. BSI -- BRITISH STANDARDS INSTITUTION
79. Bluetooth CS - Bluetooth Core Specification;2016, Addendum 2017.
80. C2C -- CRADLE TO CRADLE PRODUCTS INNOVATION INSTITUTE
81. CABO -- COUNCIL OF AMERICAN BUILDING OFFICIALS:
82. CAGI -- COMPRESSED AIR AND GAS INSTITUTE
83. CAN -- STANDARDS COUNCIL OF CANADA (NATIONAL STANDARDS OF CANADA)
84. CBMA -- CERTIFIED BALLAST MANUFACTURERS ASSOCIATION
85. CDA -- COPPER DEVELOPMENT ASSOCIATION, INC.
86. CEA -- CONSUMER ELECTRONICS ASSOCIATION
87. CEN -- COMITÉ EUROPÉEN DE NORMALISATION (EUROPEAN COMMITTEE FOR STANDARDS)
88. CENELEC -- COMITÉ EUROPÉEN DE NORMALISATION ELECTROTECHNIQUE (EUROPEAN ELECTROTECHNICAL COMMITTEE FOR STANDARDIZATION)
89. CFSEI - COLD-FORMED STEEL ENGINEERS INSTITUTE
90. CGA -- CANADIAN GAS ASSOCIATION
91. CGA -- COMPRESSED GAS ASSOCIATION
92. CGSB -- CANADIAN GENERAL STANDARDS BOARD
93. CHPS -- COLLABORATIVE FOR HIGH PERFORMANCE SCHOOLS
94. CiA SSG - CANopen Specifications, Standards and Guidelines;Current Edition.
95. CISCA -- CEILINGS & INTERIOR SYSTEMS CONSTRUCTION ASSOCIATION
96. CISPI -- CAST IRON SOIL PIPE INSTITUTE
97. CLFMI -- CHAIN LINK FENCE MANUFACTURERS INSTITUTE
98. CONSENSUSDOCS -- CONSENSUSDOCS, LLC
99. CPA -- COMPOSITE PANEL ASSOCIATION
100. CRI -- CARPET AND RUG INSTITUTE
101. CRRC -- COOL ROOF RATING COUNCIL
102. CRSI -- CONCRETE REINFORCING STEEL INSTITUTE
103. CSA -- CSA GROUP (FORMERLY CSA INTERNATIONAL)
104. CSFM -- CALIFORNIA STATE FIRE MARSHAL
105. CSI/CSC -- CONSTRUCTION SPECIFICATIONS INSTITUTE/CONSTRUCTION SPECIFICATIONS CANADA
106. CSSB -- CEDAR SHAKE AND SHINGLE BUREAU
107. CTA -- CONSUMER TECHNOLOGY ASSOCIATION (FORMERLY CONSUMER ELECTRONICS ASSOCIATION)
108. CTI -- CERAMIC TILE INSTITUTE
109. CTI -- COOLING TECHNOLOGY INSTITUTE
110. DASMA -- DOOR & ACCESS SYSTEMS MANUFACTURERS' ASSOCIATION, INTERNATIONAL
111. DBIA -- THE DESIGN BUILD INSTITUTE OF AMERICA, INC.
112. DFI -- DEEP FOUNDATION INSTITUTE
113. DHI -- DOOR AND HARDWARE INSTITUTE
114. DIPRA - DUCTILE IRON PIPE RESEARCH ASSOCIATION

115. DOCSIS -- DATA-OVER-CABLE SERVICE INTERFACE SPECIFICATIONS
116. EC -- EUROPEAN COMMISSION
117. ECHA -- EUROPEAN CHEMICALS AGENCY
118. EIA -- ELECTRONIC INDUSTRIES ALLIANCE
119. EIA -- ENVIRONMENTAL INDUSTRY ASSOCIATION
120. EIMA -- EXTERIOR INSULATION MANUFACTURERS ASSOCIATION
121. EJCDC -- ENGINEERS' JOINT CONTRACT DOCUMENTS COMMITTEE
122. EJMA -- EXPANSION JOINT MANUFACTURERS ASSOCIATION
123. ETG -- ETHERCAT TECHNOLOGY GROUP
124. ETL -- ETL TESTING LABORATORY
125. FieldComm Group (FFTS) - Foundation Fieldbus Technical Specifications;2014.
126. FM -- FACTORY MUTUAL GLOBAL
127. GA -- GYPSUM ASSOCIATION
128. GANA -- GLASS ASSOCIATION OF NORTH AMERICA
129. GEI -- GREENGUARD ENVIRONMENTAL INSTITUTE
130. GREEN GLOBES -- GREEN BUILDING INITIATIVE
131. GREENSEAL -- GREENSEAL, INC.
132. GREENSCREEN -- CLEAN PRODUCTION ACTION
133. GRI -- GEOSYNTHETIC RESEARCH INSTITUTE
134. HI -- HYDRAULIC INSTITUTE
135. HI -- THE HYDRONICS INSTITUTE (See AHRI)
136. HPDC -- HEALTH PRODUCT DECLARATION COLLABORATIVE
137. HPVA -- HARDWOOD PLYWOOD VENEER ASSOCIATION
138. HPW -- H.P. WHITE LABORATORY, INC.
139. IAAF -- INTERNATIONAL AMATEUR ATHLETIC FEDERATION
140. IAPMO -- INTERNATIONAL ASSOCIATION OF PLUMBING AND MECHANICAL OFFICIALS
141. IAS -- INTERNATIONAL ACCREDITATION SERVICE
142. ICBO -- INTERNATIONAL CONFERENCE OF BUILDING OFFICIALS
143. ICBO-ES -- ICBO EVALUATION SERVICE, INC.
144. ICC -- INTERNATIONAL CODE COUNCIL, INC.
145. ICC-ES -- ICC EVALUATION SERVICE, INC.
146. ICEA -- INSULATED CABLE ENGINEERS ASSOCIATION
147. ICPI -- INTERLOCKING CONCRETE PAVEMENT INSTITUTE
148. ICRI -- INTERNATIONAL CONCRETE REPAIR INSTITUTE
149. IEC -- INTERNATIONAL ELECTROTECHNICAL COMMISSION
150. IEEE -- INSTITUTE OF ELECTRICAL AND ELECTRONIC ENGINEERS
151. IES/IESNA -- ILLUMINATING ENGINEERING SOCIETY
152. IEST -- Institute of Environmental Sciences and Technology
153. IETF -- INTERNET ENGINEERING TASK FORCE
154. IGMA -- INSULATING GLASS MANUFACTURERS ALLIANCE
155. IGS -- INTERNATIONAL GEOSYNTHETICS SOCIETY
156. IGSHPA -- INTERNATIONAL GROUND SOURCE HEAT PUMP ASSOCIATION
157. IIAR -- INTERNATIONAL INSTITUTE OF AMMONIA REFRIGERATION
158. ILFI -- INTERNATIONAL LIVING FUTURE INSTITUTE
159. ILI -- INDIANA LIMESTONE INSTITUTE OF AMERICA, INC.
160. IMIAWC -- INTERNATIONAL MASONRY INDUSTRY ALL-WEATHER COUNCIL
161. ISA -- INSTRUMENT SOCIETY OF AMERICA
162. ISDI -- INSULATED STEEL DOOR INSTITUTE
163. ISFA - INTERNATIONAL SURFACE FABRICATORS ASSOCIATION
164. ISS -- IRON AND STEEL SOCIETY
165. ISSFA - INTERNATIONAL SOLID SURFACE FABRICATORS ASSOCIATION
166. ISO -- INTERNATIONAL STANDARDS ORGANIZATION

167. ITS -- INTERTEK TESTING SERVICES NA, INC.
168. ITU-T -- International Telecommunications Union -Telecommunication Standardization Sector
169. IWBI -- INTERNATIONAL WELL BUILDING INSTITUTE
170. KCMA -- KITCHEN CABINET MANUFACTURERS ASSOCIATION
171. LIA -- LEAD INDUSTRIES ASSOCIATION, INC.
172. LONMARK -- LONMARK INTERNATIONAL
173. LPI -- LIGHTNING PROTECTION INSTITUTE
174. MBMA -- METAL BUILDING MANUFACTURERS ASSOCIATION
175. M-H -- MCGRAW-HILL BOOK COMPANY
176. MFMA -- MAPLE FLOORING MANUFACTURERS ASSOCIATION
177. MFMA -- METAL FRAMING MANUFACTURERS ASSOCIATION
178. ML/SFA -- METAL LATH/STEEL FRAMING ASSOCIATION - See NATIONAL ASSOCIATION OF ARCHITECTURAL METAL MANUFACTURERS
179. MODBUS ORGANIZATION
180. MPI -- MASTER PAINTERS INSTITUTE (MASTER PAINTERS AND DECORATORS ASSOCIATION)
181. MMSA -- MATERIALS AND METHODS STANDARDS ASSOCIATION
182. MSS -- MANUFACTURERS STANDARDIZATION SOCIETY OF THE VALVE AND FITTINGS INDUSTRY, INC.
183. NAA -- NATIONAL ARBORIST ASSOCIATION
184. NAAMM -- THE NATIONAL ASSOCIATION OF ARCHITECTURAL METAL MANUFACTURERS
185. NACE -- NACE INTERNATIONAL
186. NADCA -- NATIONAL AIR DUCT CLEANING ASSOCIATION
187. NAGDM -- NATIONAL ASSOCIATION OF GARAGE DOOR MANUFACTURERS
188. NAMM -- NATIONAL ASSOCIATION OF MIRROR MANUFACTURERS
189. NASSPA -- NORTH AMERICAN STEEL SHEET PILE ASSOCIATION
190. NBBI -- THE NATIONAL BOARD OF BOILER AND PRESSURE VESSEL INSPECTORS
191. NBGQA -- NATIONAL BUILDING GRANITE QUARRIES ASSOCIATION, INC.
192. NBI -- NEW BUILDINGS INSTITUTE
193. NCAA -- NATIONAL COLLEGIATE ATHLETIC ASSOCIATION
194. NCMA -- NATIONAL CONCRETE MASONRY ASSOCIATION
195. NCWPB - NATIONAL CERTIFIED PIPE WELDING BUREAU
196. NCRP -- NATIONAL COUNCIL ON RADIATION PROTECTION AND MEASUREMENTS
197. NEBB -- NATIONAL ENVIRONMENTAL BALANCING BUREAU
198. NECA -- NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION
199. NEII -- NATIONAL ELEVATOR INDUSTRY, INC.
200. NELMA -- NORTHEASTERN LUMBER MANUFACTURERS ASSOCIATION, INC.
201. NEMA -- NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION
202. NETA -- INTERNATIONAL ELECTRICAL TESTING ASSOCIATION
203. NFHS -- NATIONAL FEDERATION OF STATE HIGH SCHOOL ASSOCIATIONS:
204. NFPA -- NATIONAL FIRE PROTECTION ASSOCIATION
205. NFRC -- NATIONAL FENESTRATION RATING COUNCIL, INC.
206. NGA -- National Glass Association
207. NHLA -- NATIONAL HARDWOOD LUMBER ASSOCIATION
208. NLA -- NATIONAL LIME ASSOCIATION
209. NLGA -- NATIONAL LUMBER GRADES AUTHORITY (CANADA)
210. NOFMA -- NATIONAL OAK FLOORING MANUFACTURERS ASSOCIATION
211. NPA -- NATIONAL PARTICLEBOARD ASSOCIATION
212. NPCA -- NATIONAL PAINT AND COATINGS ASSOCIATION
213. NRCA -- NATIONAL ROOFING CONTRACTORS ASSOCIATION

- 214. NRMCA -- NATIONAL READY MIXED CONCRETE ASSOCIATION
- 215. NSI -- NATURAL STONE INSTITUTE
- 216. NSPI -- NATIONAL SPA AND POOL INSTITUTE
- 217. NSSA - National Storm Shelter Association
- 218. NSWMA -- NATIONAL SOLID WASTES MANAGEMENT ASSOCIATION
- 219. NTMA -- NATIONAL TERRAZZO AND MOSAIC ASSOCIATION, INC., THE
- 220. NTMA -- NATIONAL TILE AND MARBLE ASSOCIATION
- 221. NWFA -- NATIONAL WOOD FLOORING ASSOCIATION
- 222. NWWDA -- NATIONAL WOOD WINDOW AND DOOR ASSOCIATION (name changed to WDMA)
- 223. ODVA -- OPEN DEVICENET VENDOR ASSOCIATION, INC.
- 224. OEKO-TEX -- OEKO-TEX SERVICE GmbH
- 225. OPC -- OPEN PLATFORM COMMUNICATIONS FOUNDATION
- 226. ORACLE -- ORACLE INTEGRATED CLOUD APPLICATIONS & PLATFORM SERVICES
- 227. OWMA -- OPERABLE WALL MANUFACTURERS ASSOCIATION
- 228. PCA -- PORTLAND CEMENT ASSOCIATION
- 229. PCI -- PRECAST/PRESTRESSED CONCRETE INSTITUTE
- 230. PDCA -- PAINTING AND DECORATING CONTRACTORS OF AMERICA
- 231. PDI -- PLUMBING AND DRAINAGE INSTITUTE
- 232. PECI - PORTLAND ENERGY CONSERVATION, INC.
- 233. PEI -- PORCELAIN ENAMEL INSTITUTE
- 234. PHCC -- PLUMBING HEATING COOLING CONTRACTORS ASSOCIATION
- 235. PIP -- Process Industry Practices
- 236. PPI -- PLASTICS PIPE INSTITUTE
- 237. PTI -- POST-TENSIONING INSTITUTE
- 238. QAI -- QAI Laboratories
- 239. RCSC -- RESEARCH COUNCIL ON STRUCTURAL CONNECTIONS
- 240. RIS -- REDWOOD INSPECTION SERVICE
- 241. RFCI -- RESILIENT FLOOR COVERING INSTITUTE
- 242. RTI - ROOF TILE INSTITUTE
- 243. SAE -- SAE INTERNATIONAL
- 244. SBCA -- Structural Building Components Association
- 245. SBCCI -- SOUTHERN BUILDING CODE CONGRESS INTERNATIONAL, INC.
- 246. SCAQMD -- SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT
- 247. SCMA -- SOUTHERN CYPRESS MANUFACTURERS ASSOCIATION
- 248. SCS - SCIENTIFIC CERTIFICATION SYSTEMS
- 249. SCTE -- SOCIETY OF CABLE TELECOMMUNICATIONS ENGINEERS
- 250. SDI -- STEEL DECK INSTITUTE
- 251. SDI -- STEEL DOOR INSTITUTE
- 252. SEFA -- SCIENTIFIC EQUIPMENT AND FURNITURE ASSOCIATION
- 253. SEMI -- SEMICONDUCTOR EQUIPMENT AND MATERIALS INSTITUTE
- 254. SIGMA -- SEALED INSULATING GLASS MANUFACTURERS ASSOCIATION (SEE IGMA)
- 255. SJI -- STEEL JOIST INSTITUTE
- 256. SMA -- SCREEN MANUFACTURERS ASSOCIATION
- 257. SMA -- STUCCO MANUFACTURERS ASSOCIATION, INC.
- 258. SMACNA -- SHEET METAL AND AIR CONDITIONING CONTRACTORS' NATIONAL ASSOCIATION, INC.
- 259. SPIB -- SOUTHERN PINE INSPECTION BUREAU, INC.
- 260. SPRI -- SINGLE PLY ROOFING INDUSTRY
- 261. SRI -- STEEL RECYCLING INSTITUTE
- 262. SSPC -- SOCIETY FOR PROTECTIVE COATINGS
- 263. STC -- SYNTHETIC TURF COUNCIL

- 264. STI -- STEEL TANK INSTITUTE
- 265. SWI -- STEEL WINDOW INSTITUTE
- 266. SWRI -- SEALANT, WATERPROOFING AND RESTORATION INSTITUTE
- 267. TCNA -- TILE COUNCIL OF NORTH AMERICA, INC.
- 268. TIA -- TELECOMMUNICATIONS INDUSTRY ASSOCIATION
- 269. TIMA -- TIMA
- 270. TMS -- THE MASONRY SOCIETY
- 271. TPI -- TRUSS PLATE INSTITUTE
- 272. TPI -- TURFGRASS PRODUCERS INTERNATIONAL
- 273. UL -- UNDERWRITERS LABORATORIES INC.
- 274. ULC -- UNDERWRITERS' LABORATORIES OF CANADA
- 275. USGBC -- U.S. GREEN BUILDING COUNCIL
- 276. VSI -- VINYL SIDING INSTITUTE, A DIVISION OF THE SOCIETY OF THE PLASTICS INDUSTRY, INC.
- 277. W3C SSG - Web of Services Standards Collection (HTTP, XML, WSDL, UDDI, and others); Current Edition.
- 278. WA -- World Athletics
- 279. WCLIB -- WEST COAST LUMBER INSPECTION BUREAU
- 280. WCMA -- WINDOW COVERING MANUFACTURERS ASSOCIATION
- 281. WDMA -- WINDOW AND DOOR MANUFACTURERS ASSOCIATION (formerly NWWDA)
- 282. WI -- WOODWORK INSTITUTE
- 283. WMMPA -- WOOD MOULDING AND MILLWORK PRODUCERS ASSOCIATION
- 284. WRCLA -- WESTERN RED CEDAR LUMBER ASSOCIATION
- 285. WWPA -- WESTERN WOOD PRODUCTS ASSOCIATION

PART 3 UNITED STATES GOVERNMENT AND RELATED AGENCIES DOCUMENTS

3.01 WHERE ABBREVIATIONS AND ACRONYMS ARE USED IN SPECIFICATIONS OR OTHER CONTRACT DOCUMENTS, THEY ARE TO 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.

- A. Referenced Federal Standards:
 - 1. ATBCB -- US ARCHITECTURAL AND TRANSPORTATION BARRIERS COMPLIANCE BOARD (THE ACCESS BOARD)
 - 2. CEQ -- Council on Environmental Quality Guidance
 - 3. CFR -- CODE OF FEDERAL REGULATIONS
 - 4. COE -- CORPS OF ENGINEERS, U.S. ARMY
 - 5. CPSC -- CONSUMER PRODUCTS SAFETY COMMISSION
 - 6. DOS -- UNITED STATES DEPARTMENT OF STATE
 - 7. EPA -- ENVIRONMENTAL PROTECTION AGENCY
 - 8. FAA -- FEDERAL AVIATION ADMINISTRATION
 - 9. FDA -- FOOD AND DRUG ADMINISTRATION
 - 10. FEMA -- U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY
 - 11. FHWA -- FEDERAL HIGHWAY ADMINISTRATION
 - 12. FS -- FEDERAL SPECIFICATIONS AND STANDARDS (General Services Administration)
 - 13. GSA -- U.S. GENERAL SERVICES ADMINISTRATION
 - 14. GSS -- State of Delaware; Office of Management and Budget; Government Support Services.
 - 15. HHS -- U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES, CENTERS FOR DISEASE CONTROL AND PREVENTION
 - 16. MIL -- MILITARY SPECIFICATIONS AND STANDARDS
 - 17. NASEM -- NATIONAL ACADEMIES OF SCIENCE, ENGINEERING, AND MEDICINE
 - 18. NCSC -- NATIONAL COUNTERINTELLIGENCE AND SECURITY CENTER
 - 19. NIJ -- NATIONAL INSTITUTE OF JUSTICE (DEPT. OF JUSTICE)

20. NPS -- NATIONAL PARK SERVICE (DEPT. OF THE INTERIOR)
21. NSA -- NATIONAL SECURITY AGENCY
22. PS -- PRODUCT STANDARDS
23. USAB -- UNITED STATES ACCESS BOARD
24. USC -- UNITED STATES CODE
25. USDA -- UNITED STATES DEPARTMENT OF AGRICULTURE
26. USDHUD -- UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
27. USGS -- UNITED STATES GEOLOGICAL SURVEY

PART 4 STATE GOVERNMENT AND RELATED AGENCIES DOCUMENTS

4.01 WHERE ABBREVIATIONS AND ACRONYMS ARE USED IN SPECIFICATIONS OR OTHER CONTRACT DOCUMENTS, THEY ARE TO 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.

A. Referenced State of Delaware Standards:

1. DeIDOT; State of Delaware; Department of Transportation; <https://deldot.gov/>
2. DFM; State of Delaware; Office of Management and Budget; Division of Facilities Management; <https://dfm.delaware.gov/>
3. DHSS; State of Delaware; Department of Health and Social Services; <https://dhss.delaware.gov/dhss/>
4. DNREC; State of Delaware; Department of Natural Resources and Environmental Control; <https://dnrec.alpha.delaware.gov/>
5. DTCC; Delaware Technical and Community College; <https://www.dtcc.edu/>
6. DOA; State of Delaware; Department of Agriculture; <https://agriculture.delaware.gov/>
7. DOC; State of Delaware; Department of Correction; <https://doc.delaware.gov/>
8. DOE; State of Delaware; Department of Education; <https://education.delaware.gov/>
9. DOF; State of Delaware; Department of Finance; <https://finance.delaware.gov/>
10. DOI; State of Delaware; Department of Insurance; <https://insurance.delaware.gov/>
11. DOJ; State of Delaware; Department of Justice; <https://attorneygeneral.delaware.gov/>
12. DOL; State of Delaware; Department of Labor; <https://labor.delaware.gov/>
13. DOS; State of Delaware; Department of State; <https://sos.delaware.gov/>
14. DTI; State of Delaware; Department of Technology and Information; <https://dti.delaware.gov/>
15. DSHS; State of Delaware; Department of Safety and Homeland Security; <https://dshs.delaware.gov/>
16. DSP; State of Delaware; Delaware State Police; <https://dsp.delaware.gov/>
17. GSS; State of Delaware; Office of Management and Budget; Government Support Services, <https://gss.omb.delaware.gov/>
18. OMB; State of Delaware; Office of Management and Budget; <https://omb.delaware.gov/>

END OF SECTION 01 4219

SECTION 01 4533
CODE-REQUIRED SPECIAL INSPECTIONS AND PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Code-required special inspections.
- B. Testing services incidental to special inspections.
- C. Submittals.
- D. Manufacturers' field services.
- E. Fabricators' field services.

1.02 DEFINITIONS

- A. Code or Building Code: ICC (IBC), International Building Code, most recent edition adopted by authority having jurisdiction, including all applicable amendments and supplements without limitation, and specifically Chapter 17 - Special Inspections and Tests.
- B. Authority Having Jurisdiction (AHJ): Agency or individual officially empowered to enforce the building, fire and life safety code requirements of the permitting jurisdiction in which the Project is located.
- C. NIST: National Institute of Standards and Technology.
- D. Special Inspections and Tests: Inspections and testing of materials, installation, fabrication, erection, or placement of components and connections mandated by Building Code to safeguard public welfare.
 - 1. Special inspections and tests are separate from and independent of tests and inspections conducted by Owner or Contractor for purposes of quality assurance and contract administration.

1.03 REFERENCE STANDARDS

- A. ASTM E329 - Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection; 2025b.
- B. IAS AC89 - Accreditation Criteria for Testing Laboratories; 2025.
- C. IAS AC291 - Accreditation Criteria for Special Inspection Agencies AC291; 2025, with Editorial Revision.
- D. ICC (IBC) - International Building Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements for submittal procedures.
- B. Special Inspection Agency Qualifications: Prior to start of work, Special Inspection Agency is required to:
 - 1. Submit agency name, address, and telephone number, names of full time registered Engineer and responsible officer.
 - 2. Submit copy of report of laboratory facilities inspection made by NIST Construction Materials Reference Laboratory during most recent inspection, with memorandum of remedies of any deficiencies reported by the inspection.
 - 3. Submit certification that Special Inspection Agency is acceptable to AHJ.
 - 4. Submit documentation that Special Inspection Agency is accredited by IAS according to IAS AC291.
- C. Testing Agency Qualifications: Prior to start of work, Testing Agency is required to:
 - 1. Submit agency name, address, and telephone number, and names of full time registered Engineer and responsible officer.

2. Submit copy of report of laboratory facilities inspection made by NIST Construction Materials Reference Laboratory during most recent inspection, with memorandum of remedies of any deficiencies reported by the inspection.
3. Submit certification that Testing Agency is acceptable to AHJ.
4. Submit documentation that Testing Agency is accredited by IAS according to IAS AC89.
- D. Manufacturer's Qualification Statement: When required by AHJ, submit documentation of manufacturing capability and quality control procedures. Include documentation of AHJ approval.
- E. Fabricator's Qualification Statement: When required by AHJ, submit documentation of fabrication facilities and methods and quality control procedures. Include documentation of AHJ approval.
- F. Special Inspection Reports: After each special inspection, Special Inspector is required to submit at least two copies of report; one to Architect and one to AHJ.
 1. Include:
 - a. Date issued.
 - b. Project title and number.
 - c. Name of Special Inspector.
 - d. Date and time of special inspection.
 - e. Identification of product and specifications section.
 - f. Location in the Project.
 - g. Type of special inspection.
 - h. Date of special inspection.
 - i. Results of special inspection.
 - j. Compliance with contract documents.
 2. Final Special Inspection Report: Document special inspections and correction of discrepancies prior to the start of the work.
- G. Fabricator Special Inspection Reports: After each special inspection of fabricated items at fabricator's facility, Special Inspector is required to submit report to Architect and to AHJ.
 1. Include:
 - a. Date issued.
 - b. Project title and number.
 - c. Name of Special Inspector.
 - d. Date and time of special inspection.
 - e. Identification of fabricated item and specification section.
 - f. Location in the Project.
 - g. Results of special inspection.
 - h. Verification of fabrication and quality control procedures.
 - i. Compliance with contract documents.
 - j. Compliance with referenced standards.
- H. Test Reports: After each test or inspection, Testing Agency is required to submit report to Architect and to AHJ.
 1. Include:
 - a. Date issued.
 - b. Project title and number.
 - c. Name of inspector.
 - d. Date and time of sampling or inspection.
 - e. Identification of product and specifications section.
 - f. Location in the Project.
 - g. Type of test or inspection.
 - h. Date of test or inspection.
 - i. Results of test or inspection.
 - j. Compliance with contract documents.

- I. Certificates: When required by AHJ, Special Inspector will submit certification by manufacturer, fabricator, and installation subcontractor to Architect and AHJ.
 - 1. Indicate material or product complies with or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- J. Fabricator's Inspection Reports: When required by AHJ, submit reports to Architect and AHJ.
 - 1. Submit report in duplicate within 30 days of observation to Architect for information.

1.05 SPECIAL INSPECTION AND TESTING AGENCY

- A. Owner to employ services of Special Inspection Agency to perform inspections and associated testing and sampling in accordance with ASTM E329 and required by building code.
- B. Special Inspection Agency may delegate to independent testing agency to perform testing and sampling associated with special inspections and required by building code.
- C. Employment of agency in no way relieves Contractor of obligation to perform work in accordance with requirements of contract documents.

1.06 TESTING AND INSPECTION AGENCIES

- A. Owner may employ services of independent testing agency to perform additional testing and sampling required by contract documents or associated with special inspections but not required by building code.
- B. Employment of agency in no way relieves Contractor of obligation to perform work in accordance with requirements of contract documents.

1.07 QUALITY ASSURANCE

- A. Special Inspection Agency Qualifications:
 - 1. Independent firm specializing in performing testing and inspections of the type specified in this section.
 - 2. Accredited by IAS according to IAS AC291.
- B. Testing Agency Qualifications:
 - 1. Independent firm specializing in performing testing and inspections of the type specified in this section.
 - 2. Accredited by IAS according to IAS AC89.
- C. Copies of Documents at Project Site: Maintain at the project site a copy of each referenced document.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 SPECIAL INSPECTIONS AND TESTING

- A. The Code requires special inspections and testing of certain materials, components, assemblies, and connections used in constructing the project. Special inspections and testing will be performed in accordance with the Code.
- B. Special inspections and testing will be performed in accordance with the Code for the following materials and project components:
 - 1. Steel.
 - 2. Wood.
 - 3. Fabricated items.
 - 4. Fire-resistant penetrations and joints.
 - 5. Wind resistance.
 - 6. Structural observations required by ICC (IBC) section 1704.6.
 - 7. Special cases as determined by building official and required by ICC (IBC) section 1705.1.

3.02 SPECIAL INSPECTION AGENCY DUTIES AND RESPONSIBILITIES

- A. Special Inspection Agency shall:

1. Verify samples submitted by Contractor comply with the referenced standards and the approved Contract Documents.
 2. Provide qualified personnel at site. Cooperate with Architect and Contractor in performance of services.
 3. Perform specified sampling and testing of products in accordance with specified reference standards.
 4. Ascertain compliance of materials and products with requirements of Contract Documents.
 5. Promptly notify Architect and Contractor of observed irregularities or non-compliance of work or products.
 6. Perform additional tests and inspections required by Architect.
 7. Submit reports of all tests or inspections specified.
- B. Limits on Special Inspection Agency Authority:
1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
 2. Agency may not approve or accept any portion of the work.
 3. Agency may not assume any duties of Contractor.
 4. Agency has no authority to stop the work.
- C. Re-testing required because of non-compliance with specified requirements shall be performed by the same agency on instructions by Architect.
- D. Re-testing required because of non-compliance with specified requirements shall be paid for by Contractor.

3.03 TESTING AGENCY DUTIES AND RESPONSIBILITIES

- A. Testing Agency Duties:
1. Test samples submitted by Contractor.
 2. Provide qualified personnel at site. Cooperate with Architect and Contractor in performance of services.
 3. Perform specified sampling and testing of products in accordance with specified standards.
 4. Ascertain compliance of materials and mixes with requirements of Contract Documents.
 5. Promptly notify Architect and Contractor of observed irregularities or non-compliance of work or products.
 6. Perform additional tests and inspections required by Architect.
 7. Submit reports of all tests or inspections specified.
- B. Limits on Testing or Inspection Agency Authority:
1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
 2. Agency may not approve or accept any portion of the work.
 3. Agency may not assume any duties of Contractor.
 4. Agency has no authority to stop the work.
- C. On instructions by Architect, perform re-testing required because of non-compliance with specified requirements, using the same agency.
- D. Contractor will pay for re-testing required because of non-compliance with specified requirements.

3.04 CONTRACTOR DUTIES AND RESPONSIBILITIES

- A. Contractor Responsibilities, General:
1. Deliver to agency at designated location, adequate samples of materials for special inspections that require material verification.
 2. Cooperate with agency and laboratory personnel; provide access to approved documents at project site, to the work, to manufacturers' facilities, and to fabricators' facilities.
 3. Provide incidental labor and facilities:
 - a. To provide access to work to be tested or inspected.

- b. To obtain and handle samples at the site or at source of Products to be tested or inspected.
 - c. To facilitate tests or inspections.
 - d. To provide storage and curing of test samples.
- 4. Notify Architect and laboratory 24 hours prior to expected time for operations requiring testing or inspection services.
- 5. Arrange with Owner's agency and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
- 6. Retain special inspection records.
- B. Contractor Responsibilities, Seismic Force-Resisting System, Designated Seismic System, and Seismic Force-Resisting Component: Submit written statement of responsibility for each item listed in the Statement of Special Inspections to AHJ and Owner prior to starting work. Statement of responsibility shall acknowledge awareness of special construction requirements and other requirements listed.
- C. Contractor Responsibilities, Wind Force-Resisting System and Wind Force-Resisting Component: Submit written statement of responsibility for each item listed in the Statement of Special Inspections to AHJ and Owner prior to starting work. Statement of responsibility shall acknowledge awareness of special construction requirements and other requirements listed.

3.05 FABRICATORS' FIELD SERVICES

- A. When required by AHJ or specified in individual specification sections, require fabricators to provide qualified staff personnel to observe site conditions, installation conditions, quality of workmanship, and start-up of equipment and systems and to initiate instructions when necessary.
- B. Submit qualifications of observer to Architect 30 days in advance of required observations.
 - 1. Observer subject to approval of Architect.
- C. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

END OF SECTION 01 4533

NOT FOR BIDDING PURPOSES

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**SECTION 01 5000
TEMPORARY FACILITIES AND CONTROLS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Temporary telecommunications services.
- B. Temporary sanitary facilities.
- C. Temporary Controls: Barriers, enclosures, and fencing.
- D. Security requirements.
- E. Waste removal facilities and services.
- F. Field offices.

1.02 RELATED REQUIREMENTS

- A. Section 01 5100 - Temporary Utilities.
- B. Section 01 5213 - Field Offices and Sheds.
- C. Section 01 5500 - Vehicular Access and Parking.
- D. Section 01 5813 - Temporary Project Signage.

1.03 REFERENCE STANDARDS

- A. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2026.
- B. ASTM E90 - Standard Test Method for Laboratory Measurement of Airborne Sound Transmission Loss of Building Partitions and Elements; 2023.

1.04 TEMPORARY UTILITIES - SEE SECTION 01 5100

1.05 TELECOMMUNICATIONS SERVICES

- A. Contractors shall provide their own communication equipment (phone, fax, computer, etc.).
- B. The Owner will provide the Contractor with internet service.
- C. Telecommunications services shall include:
 - 1. Windows-based personal computer dedicated to project telecommunications, with necessary software and laser printer.

1.06 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain required facilities and enclosures. Provide at time of project mobilization.
- B. Contractor shall provide temporary toilet facilities for their employees and their subcontractors' employees.
- C. Use of existing facilities is not permitted.
- D. Maintain daily in clean and sanitary condition.

1.07 TEMPORARY FIRE PROTECTION

- A. Contractors shall provide and maintain temporary fire protection in accordance with applicable OSHA requirements for the duration of construction.

1.08 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas, to prevent access to areas that could be hazardous to workers or the public, to allow for owner's use of site and to protect existing facilities and adjacent properties from damage from construction operations and demolition.
- B. Provide barricades and covered walkways required by governing authorities for public rights-of-way and for public access to existing building.

- C. Provide protection for plants designated to remain. Replace damaged plants.
- D. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

1.09 FENCING

- A. Construction: Commercial grade chain link fence.
- B. Provide 6 foot (1.8 m) high fence around construction site; equip with vehicular and pedestrian gates with locks.

1.10 EXTERIOR ENCLOSURES

- A. Provide temporary insulated weather tight closure of exterior openings to accommodate acceptable working conditions and protection for Products, to allow for temporary heating and maintenance of required ambient temperatures identified in individual specification sections, and to prevent entry of unauthorized persons. Provide access doors with self-closing hardware and locks.

1.11 INTERIOR ENCLOSURES

- A. Provide temporary partitions and ceilings as indicated to separate work areas from Owner-occupied areas, to prevent penetration of dust and moisture into Owner-occupied areas, and to prevent damage to existing materials and equipment.
- B. Construction: Framing and reinforced polyethylene sheet materials with closed joints and sealed edges at intersections with existing surfaces.
- C. Paint surfaces exposed to view from Owner-occupied areas.

1.12 SECURITY - SEE SECTION 01 3553

- A. Coordinate with Owner's security program.

1.13 VEHICULAR ACCESS AND PARKING - SEE SECTION 01 5500

1.14 WASTE REMOVAL

- A. See Section 01 7419 - Construction Waste Management and Disposal, for additional requirements.
- B. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.
- C. Provide containers with lids. Remove trash from site periodically.
- D. If materials to be recycled or re-used on the project must be stored on-site, provide suitable non-combustible containers; locate containers holding flammable material outside the structure unless otherwise approved by the authorities having jurisdiction.
- E. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

1.15 PROJECT SIGNS - SEE SECTION 01 5813

1.16 FIELD OFFICES - SEE SECTION 01 5213

1.17 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, materials, prior to Date of Substantial Completion inspection.
- B. Remove underground installations to a minimum depth of 2 feet (600 mm). Grade site as indicated.
- C. Clean and repair damage caused by installation or use of temporary work.
- D. Restore existing facilities used during construction to original condition.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION 01 5000

**SECTION 01 5100
TEMPORARY UTILITIES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Temporary Utilities: Provision of electricity, lighting, heat, ventilation, and water.

1.02 RELATED REQUIREMENTS

- A. Section 01 5000 - Temporary Facilities and Controls:
 - 1. Temporary telecommunications services for administrative purposes.
 - 2. Temporary sanitary facilities required by law.

1.03 REFERENCE STANDARDS

- A. 29 CFR 1926 - Safety and Health Regulations for Construction; Current Edition.

1.04 TEMPORARY ELECTRICITY

- A. Cost: By Contractor.
- B. Contractors will be permitted to use existing on-site electrical utilities within the project area.
- C. Connect to Owner's existing power service.
 - 1. The Contractor shall be responsible for providing all equipment, connections, and extensions necessary to distribute electrical service from the existing source locations to the locations required for their work.
 - 2. Do not disrupt Owner's need for continuous service.
 - 3. Exercise measures to conserve energy.

1.05 TEMPORARY LIGHTING FOR CONSTRUCTION PURPOSES

- A. Provide and maintain LED, compact fluorescent, or high-intensity discharge lighting as suitable for the application for construction operations in accordance with requirements of 29 CFR 1926 and authorities having jurisdiction, when existing lighting is insufficient..
- B. Provide branch wiring from power source to distribution boxes with lighting conductors, pigtails, and lamps as required.
- C. Maintain lighting and provide routine repairs.
- D. Permanent building lighting may be utilized during construction.

1.06 TEMPORARY HEATING

- A. Cost of Energy: By Contractor.
- B. The project area is currently within a conditioned space. If existing HVAC systems serving the project area are removed or rendered inoperable during the course of construction, the Contractor shall be responsible for providing temporary heat as required to support their work and maintain required construction conditions.
- C. Provide heating devices and heat as needed to maintain specified conditions for construction operations.
- D. Maintain minimum ambient temperature of 50 degrees F (10 degrees C) in areas where construction is in progress, unless indicated otherwise in specifications.
- E. Owner's existing heat plant may be used.
 - 1. Exercise measures to conserve energy.
 - 2. Enclose building prior to activating temporary heat.
- F. Prior to operation of permanent equipment for temporary heating purposes, verify that installation is approved for operation, equipment is lubricated and filters are in place. Provide and pay for operation, maintenance, and regular replacement of filters and worn or consumed parts.

1.07 TEMPORARY COOLING

- A. Cost of Energy: By Contractor.
- B. The project area is currently within a conditioned space. If existing HVAC systems serving the project area are removed or rendered inoperable during the course of construction, the Contractor shall be responsible for providing temporary cooling as required to support their work and maintain required construction conditions.
- C. Provide cooling devices and cooling as needed to maintain specified conditions for construction operations.
- D. Maintain maximum ambient temperature of 80 degrees F (26 degrees C) in areas where construction is in progress, unless indicated otherwise in specifications.
- E. Owner's existing cooling plant may be used.
 - 1. Exercise measures to conserve energy.
 - 2. Enclose building prior to activating temporary cooling.
 - 3. Provide separate metering and reimburse Owner for cost of energy used.
- F. Prior to operation of permanent equipment for temporary cooling purposes, verify that installation is approved for operation, equipment is lubricated and filters are in place. Provide and pay for operation, maintenance, and regular replacement of filters and worn or consumed parts.

1.08 TEMPORARY VENTILATION

- A. Utilize existing ventilation equipment. Extend and supplement equipment with temporary fan units as required to maintain clean air for construction operations.

1.09 TEMPORARY WATER SERVICE

- A. Cost of Water Used: By Owner.
- B. Contractors will be permitted to use existing on-site water utilities within the project area.
- C. The Contractor shall be responsible for providing all equipment, connections, and extensions necessary to distribute water service from the existing source locations to the locations required for their work.
- D. Provide and maintain suitable quality water service for construction operations at time of project mobilization.
- E. Connect to existing water source.
 - 1. Exercise measures to conserve water.
 - 2. Provide separate metering and reimburse Owner for cost of water used.
- F. Extend branch piping with outlets located so water is available by hoses with threaded connections. Provide temporary pipe insulation to prevent freezing.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION 01 5100

**SECTION 01 5213
FIELD OFFICES AND SHEDS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Temporary field offices for use of Contractor.
- B. Temporary on-site storage.
- C. Maintenance and removal.

1.02 RELATED REQUIREMENTS

- A. Section 01 1000 - Summary: use of premises and responsibility for providing field offices.
- B. Section 01 5000 - Temporary Facilities and Controls:
 - 1. Temporary telecommunications services for administrative purposes.
 - 2. Temporary sanitary facilities required by law.
- C. Section 01 5500: Parking and access to field offices.

1.03 USE OF EXISTING FACILITIES

- A. The Contractor will be provided use of an area within the building for their field office and meeting purposes.

PART 2 PRODUCTS

2.01 MATERIALS, EQUIPMENT, FURNISHINGS

- A. Materials, Equipment, Furnishings: The Contractor shall provide serviceable, new or used, adequate for required purpose.
- B. The Contractor shall provide all furniture and furnishings required for their field office.
- C. The Owner will provide furniture for designated meeting spaces only.

2.02 CONSTRUCTION

- A. The Contractor shall provide temporary protection of existing materials and finishes in their field office area, as required.
- B. Upon remove or relocation of the Contractor's field office are, the Contractor shall return the area's materials and finishes to the existing or better conditions prior to it's occupancy by the Contractor.
- C. Portable or mobile buildings, or buildings constructed with floors raised above ground, securely fixed to foundations, with steps and landings at entrance doors.
- D. Fire Extinguishers: Appropriate type fire extinguisher at each office.

2.03 ENVIRONMENTAL CONTROL

- A. Heating, Cooling, and Ventilating: Automatic equipment to maintain comfort conditions.

2.04 CONTRACTOR OFFICE AND FACILITIES

- A. Size: For Contractor's needs and to provide space for project meetings.
- B. Telephone: As specified in Section 01 5000.
- C. Furnishings in Meeting Area: Conference table and chairs to seat at least eight persons; racks and files for Contract Documents, submittals, and project record documents.
- D. Other Furnishings: Contractor's option.
- E. Equipment: Six adjustable band protective helmets and eye protection for visitors,

2.05 TEMPORARY STORAGE

- A. The Owner will designate on-site storage areas.

- B. The Contractor shall provide all temporary storage facilities required for materials and equipment.
- C. Storage of materials and equipment within the building and outside of the designated construction area is prohibited.
- D. The Contractor shall be fully responsible for security of all on-site materials and equipment.

PART 3 EXECUTION

3.01 PREPARATION

- A. Fill and grade sites for temporary structures to provide drainage away from buildings.

3.02 INSTALLATION

- A. Install office spaces ready for occupancy 15 days after date fixed in Notice to Proceed.
- B. Parking: Two hard surfaced parking spaces for use by Owner and Architect, connected to office by hard surfaced walk.
- C. Employee Residential Occupancy: Not allowed on Owner's property.

3.03 MAINTENANCE AND CLEANING

- A. Weekly janitorial services for offices; periodic cleaning and maintenance for offices.
- B. Maintain approach walks free of mud, water, and snow.

3.04 REMOVAL

- A. At completion of Work remove buildings, foundations, utility services, and debris. Restore areas.

END OF SECTION 01 5213

**SECTION 01 5500
VEHICULAR ACCESS AND PARKING**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Access roads.
- B. Parking.
- C. Existing pavements and parking areas.
- D. Permanent pavements and parking facilities.
- E. Construction parking controls.
- F. Flag persons.
- G. Haul routes.
- H. Traffic signs and signals.
- I. Maintenance.
- J. Removal, repair.
- K. Mud from site vehicles.

1.02 RELATED REQUIREMENTS

- A. Section 01 1000 - Summary: For access to site, work sequence, and occupancy.
- B. Section 01 5813 - Temporary Project Signage: Post Mounted and Wall Mounted Traffic Control and Informational Signs.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Temporary Construction: Contractor's option.
- B. Materials for Permanent Construction: As specified in product specification sections, including earthwork, paving base, and topping.

2.02 SIGNS, SIGNALS, AND DEVICES

- A. Stock Post Mounted and Wall Mounted Traffic Control and Informational Signs:
- B. Traffic Cones and Drums, Flares and Lights: As approved by local jurisdictions.
- C. Flag Person Equipment: As required by local jurisdictions.

PART 3 EXECUTION

3.01 PREPARATION

- A. Clear areas, provide surface and storm drainage of road, parking, area premises, and adjacent areas.

3.02 ACCESS ROADS

- A. Use of existing on-site streets and driveways for construction traffic is permitted.
- B. Tracked vehicles not allowed on paved areas.
- C. Extend and relocate as work progress requires, provide detours as necessary for unimpeded traffic flow.
- D. Location as approved by Owner.
- E. Provide unimpeded access for emergency vehicles. Maintain 20 foot (6 m) width driveways with turning space between and around combustible materials.
- F. Provide and maintain access to fire hydrants free of obstructions.

3.03 PARKING

- A. Use of designated areas of existing parking facilities by construction personnel is permitted.
- B. When site space is not adequate, provide additional off-site parking.
- C. Locate as approved by Owner.

3.04 CONSTRUCTION PARKING CONTROL

- A. Control vehicular parking to prevent interference with public traffic and parking, access by emergency vehicles, and Owner's operations.
- B. Monitor parking of construction personnel's vehicles in existing facilities. Maintain vehicular access to and through parking areas.
- C. Prevent parking on or adjacent to access roads or in non-designated areas.

3.05 FLAG PERSONS

- A. Provide trained and equipped flag persons to regulate traffic when construction operations or traffic encroach on public traffic lanes.

3.06 HAUL ROUTES

- A. Consult with authority having jurisdiction, establish public thoroughfares to be used for haul routes and site access.
- B. Confine construction traffic to designated haul routes.
- C. Provide traffic control at critical areas of haul routes to regulate traffic, to minimize interference with public traffic.

3.07 TRAFFIC SIGNS AND SIGNALS

- A. At approaches to site and on site, install at crossroads, detours, parking areas, and elsewhere as needed to direct construction and affected public traffic.
- B. Relocate as work progresses, to maintain effective traffic control.

3.08 MAINTENANCE

- A. Maintain traffic and parking areas in a sound condition free of excavated material, construction equipment, products, mud, snow, and ice.
- B. Maintain existing paved areas used for construction; promptly repair breaks, potholes, low areas, standing water, and other deficiencies, to maintain paving and drainage in original, or specified, condition.

3.09 REMOVAL, REPAIR

- A. Repair existing facilities damaged by use, to original condition.
- B. Remove equipment and devices when no longer required.
- C. Repair damage caused by installation.

3.10 MUD FROM SITE VEHICLES

- A. Provide means of removing mud from vehicle wheels before entering streets.

END OF SECTION 01 5500

SECTION 01 5719
TEMPORARY ENVIRONMENTAL CONTROLS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Construction procedures to promote adequate indoor air quality after construction.

1.02 RELATED REQUIREMENTS

- A. Section 01 4000 - QUALITY REQUIREMENTS: Testing and inspection services.

1.03 REFERENCE STANDARDS

- A. SMACNA (OCC) - IAQ Guidelines for Occupied Buildings Under Construction; 2007.

1.04 DEFINITIONS

- A. Adsorptive Materials: Gypsum board, acoustical ceiling tile and panels, carpet and carpet tile, fabrics, fibrous insulation, and other similar products.
- B. Contaminants: Gases, vapors, regulated pollutants, airborne mold and mildew, and the like, as specified.
- C. Particulates: Dust, dirt, and other airborne solid matter.
- D. Wet Work: Concrete, plaster, coatings, and other products that emit water vapor or volatile organic compounds during installation, drying, or curing.

1.05 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements for submittal procedures.
- B. Indoor Air Quality Management Plan: Describe, in detail, measures to be taken to promote adequate indoor air quality upon completion; use SMACNA (OCC) as a guide.
 - 1. Submit not less than 60 days before enclosure of building.
 - 2. Identify potential sources of odor and dust.
 - 3. Identify construction activities likely to produce odor or dust.
 - 4. Identify areas of project potentially affected, especially occupied areas.
 - 5. Evaluate potential problems by severity and describe methods of control.
 - 6. Describe construction ventilation to be provided, including type and duration of ventilation, use of permanent HVAC systems, types of filters and schedule for replacement of filters.
 - 7. Describe cleaning and dust control procedures.
- C. Interior Finishes Installation Schedule: Identify each interior finish that either generates odors, moisture, or vapors or is susceptible to adsorption of odors and vapors, and indicate air handling zone, sequence of application, and curing times.
- D. Duct and Terminal Unit Inspection Report.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Low VOC Materials: See other sections for specific requirements for materials with low VOC content.

PART 3 EXECUTION

3.01 CONSTRUCTION PROCEDURES

- A. Prevent the absorption of moisture and humidity by adsorptive materials by:
 - 1. Sequencing the delivery of such materials so that they are not present in the building until wet work is completed and dry.
 - 2. Delivery and storage of such materials in fully sealed moisture-impermeable packaging.
 - 3. Provide sufficient ventilation for drying within reasonable time frame.

- B. If extremely dusty or dirty work must be conducted inside the building, shut down HVAC systems for the duration; remove dust and dirt completely before restarting systems.
- C. When working in a portion of an occupied building, prevent movement of air from construction area to occupied area.
- D. Use of HVAC equipment and ductwork for ventilation during construction is not permitted:
 - 1. Provide temporary ventilation equivalent to 1.5 air changes per hour, minimum.
 - 2. Exhaust directly to outside.
 - 3. Seal HVAC air inlets and outlets immediately after duct installation.
- E. Do not store construction materials or waste in mechanical or electrical rooms.
- F. Prior to use of return air ductwork without intake filters clean up and remove dust and debris generated by construction activities.
 - 1. Inspect duct intakes, return air grilles, and terminal units for dust.
 - 2. Clean plenum spaces, including top sides of lay-in ceilings, outsides of ducts, tops of pipes and conduit.
 - 3. Clean tops of doors and frames.
 - 4. Clean mechanical and electrical rooms, including tops of pipes, ducts, and conduit, equipment, and supports.
 - 5. Clean return plenums of air handling units.
 - 6. Remove intake filters last, after cleaning is complete.
- G. Do not perform dusty or dirty work after starting use of return air ducts without intake filters.
- H. Use other relevant recommendations of SMACNA (OCC) for avoiding unnecessary contamination due to construction procedures.

END OF SECTION 01 5719

**SECTION 01 5813
TEMPORARY PROJECT SIGNAGE**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Project informational signs.

1.02 RELATED REQUIREMENTS

- A. Section 01 1000 - Summary: Responsibility to provide signs.

1.03 REFERENCE STANDARDS

- A. FHWA (SHS) - Standard Highway Signs and Markings; 2004, with Supplement (2012).

1.04 QUALITY ASSURANCE

- A. Sign Painter: Experienced as a professional sign painter for minimum three years.
- B. Finishes, Painting: Adequate to withstand weathering, fading, and chipping for duration of construction.

1.05 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements for submittal procedures.
- B. Shop Drawing: Show content, layout, lettering, color, foundation, structure, sizes and grades of members.

PART 2 PRODUCTS

2.01 SIGN MATERIALS

- A. Structure and Framing: New, wood, structurally adequate.
- B. Sign Surfaces: Exterior grade plywood with medium density overlay, minimum 3/4 inch (19 mm) thick, standard large sizes to minimize joints.
- C. Rough Hardware: Galvanized.
- D. Paint and Primers: Exterior quality, two coats; sign background of white color.
- E. Lettering: Exterior quality paint, contrasting colors.

2.02 PROJECT INFORMATIONAL SIGNS

- A. Painted informational signs of same colors and lettering as Project Identification sign, or standard products; size lettering to provide legibility at 100 foot (30 m) distance.
- B. Provide at each field office, storage shed, and directional signs to direct traffic into and within site. Relocate as Work progress requires.
- C. Provide municipal traffic agency directional traffic signs to and within site.

2.03 SIGNS, SIGNALS, AND DEVICES

- A. Stock Post Mounted and Wall Mounted Traffic Control and Informational Signs.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Erect at designated location.
- B. Erect supports and framing on secure foundation, rigidly braced and framed to resist wind loadings.
- C. Install sign surface plumb and level, with butt joints. Anchor securely.
- D. Paint exposed surfaces of sign, supports, and framing.

3.02 MAINTENANCE

- A. Maintain signs and supports clean, repair deterioration and damage.

3.03 REMOVAL

- A. Remove signs, framing, supports, and foundations at completion of Project and restore the area.

END OF SECTION 01 5813

NOT FOR BIDDING PURPOSES

**SECTION 01 6000
PRODUCT REQUIREMENTS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. General product requirements.
- B. Re-use of existing products.
- C. Transportation, handling, storage and protection.
- D. Product option requirements.
- E. Substitution limitations.
- F. Procedures for Owner-supplied products.
- G. Maintenance materials, including extra materials, spare parts, tools, and software.

1.02 RELATED REQUIREMENTS

- A. Section 01 1000 - Summary: Lists of products to be removed from existing building.
- B. Section 01 2500 - Substitution Procedures: Substitutions made during procurement and/or construction phases.
- C. Section 01 4000 - QUALITY REQUIREMENTS: Product quality monitoring.
- D. Section 01 7419 - Construction Waste Management and Disposal: Waste disposal requirements potentially affecting product selection, packaging and substitutions.

1.03 SUBMITTALS

- A. Proposed Products List: Submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
 - 1. Submit within 15 days after date of Agreement.
 - 2. For products specified only by reference standards, list applicable reference standards.
- B. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- C. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- D. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
 - 1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.

PART 2 PRODUCTS

2.01 EXISTING PRODUCTS

- A. Do not use materials and equipment removed from existing premises unless specifically required or permitted by Contract Documents.
- B. Existing materials and equipment indicated to be removed, but not to be re-used, relocated, reinstalled, delivered to the Owner, or otherwise indicated as to remain the property of the Owner, become the property of the Contractor; remove from site.
- C. Specific Products to be Reused: The reuse of certain materials and equipment already existing on the project site is required.
 - 1. See Section 01 1000 for list of items required to be salvaged for reuse and relocation.
 - 2. If reuse of other existing materials or equipment is desired, submit substitution request.

2.02 NEW PRODUCTS

- A. Provide new products unless specifically required or permitted by Contract Documents.
- B. See Section 01 4000 - QUALITY REQUIREMENTS, for additional source quality control requirements.
- C. Use of products having any of the following characteristics is not permitted:
 - 1. Made using or containing CFC's or HCFC's.
 - 2. Containing lead, cadmium, or asbestos.
- D. Where other criteria are met, Contractor shall give preference to products that:
 - 1. If used on interior, have lower emissions, as defined in Section 01 6116.
 - 2. If wet-applied, have lower VOC content, as defined in Section 01 6116.

2.03 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.
- D. Products Specified as Basis-of-Design: Submit substitution requests for unnamed products to Architect for evaluation.

2.04 MAINTENANCE MATERIALS

- A. Furnish extra materials, spare parts, tools, and software of types and in quantities specified in individual specification sections.
- B. Deliver to Project site; obtain receipt prior to final payment.

PART 3 EXECUTION

3.01 SUBSTITUTION LIMITATIONS

- A. See Section 01 2500 - Substitution Procedures.

3.02 OWNER-SUPPLIED PRODUCTS

- A. See Section 01 1000 - Summary for identification of Owner-supplied products.
- B. Owner's Responsibilities:
 - 1. Arrange for and deliver Owner reviewed shop drawings, product data, and samples, to Contractor.
 - 2. Arrange and pay for product delivery to site.
 - 3. On delivery, inspect products jointly with Contractor.
 - 4. Submit claims for transportation damage and replace damaged, defective, or deficient items.
 - 5. Arrange for manufacturers' warranties, inspections, and service.
- C. Contractor's Responsibilities:
 - 1. Review Owner reviewed shop drawings, product data, and samples.
 - 2. Receive and unload products at site; inspect for completeness or damage jointly with Owner.
 - 3. Handle, store, install and finish products.
 - 4. Repair or replace items damaged after receipt.

3.03 TRANSPORTATION AND HANDLING

- A. Package products for shipment in manner to prevent damage; for equipment, package to avoid loss of factory calibration.
- B. If special precautions are required, attach instructions prominently and legibly on outside of packaging.

- C. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
- D. Transport and handle products in accordance with manufacturer's instructions.
- E. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.
- F. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- G. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage, and to minimize handling.
- H. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

3.04 STORAGE AND PROTECTION

- A. Provide protection of stored materials and products against theft, casualty, or deterioration.
- B. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication. See Section 01 7419.
 - 1. Structural Loading Limitations: Handle and store products and materials so as not to exceed static and dynamic load-bearing capacities of project floor and roof areas.
- C. Store and protect products in accordance with manufacturers' instructions.
- D. Store with seals and labels intact and legible.
- E. Arrange storage of materials and products to allow for visual inspection for the purpose of determination of quantities, amounts, and unit counts.
- F. Store sensitive products in weathertight, climate-controlled enclosures in an environment favorable to product.
- G. For exterior storage of fabricated products, place on sloped supports above ground.
- H. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.
- I. Comply with manufacturer's warranty conditions, if any.
- J. Do not store products directly on the ground.
- K. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- L. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
- M. Prevent contact with material that may cause corrosion, discoloration, or staining.
- N. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- O. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

END OF SECTION 01 6000

NOT FOR BIDDING PURPOSES

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**SECTION 01 7000
EXECUTION AND CLOSEOUT REQUIREMENTS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Examination, preparation, and general installation procedures.
- B. Requirements for alterations work, including selective demolition.
- C. Pre-installation meetings.
- D. Cutting and patching.
- E. Surveying for laying out the work.
- F. Cleaning and protection.
- G. Starting of systems and equipment.
- H. Demonstration and instruction of Owner personnel.
- I. Closeout procedures, including Contractor's Correction Punch List, except payment procedures.
- J. General requirements for maintenance service.

1.02 RELATED REQUIREMENTS

- A. Section 01 1000 - Summary: Limitations on working in existing building; continued occupancy; work sequence; identification of salvaged and relocated materials.
- B. Section 01 3000 - Administrative Requirements: Submittals procedures, Electronic document submittal service.
- C. Section 01 4000 - QUALITY REQUIREMENTS: Testing and inspection procedures.
- D. Section 01 5000 - Temporary Facilities and Controls: Temporary exterior enclosures.
- E. Section 01 5100 - Temporary Utilities: Temporary heating, cooling, and ventilating facilities.
- F. Section 01 7419 - Construction Waste Management and Disposal: Additional procedures for trash/waste removal, recycling, salvage, and reuse.
- G. Section 01 7610 - Temporary Protective Coverings: Materials for protection of installed work.
- H. Section 01 7800 - Closeout Submittals: Project record documents, operation and maintenance data, warranties, and bonds.
- I. Section 01 9113 - General Commissioning Requirements: Contractor's responsibilities in regard to commissioning.
- J. Section 02 4100 - Demolition: Demolition of whole structures and parts thereof; site utility demolition.

1.03 REFERENCE STANDARDS

- A. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations; 2022, with Errata (2021).

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Demolition Plan: Submit demolition plan as specified by OSHA and local authorities.
 - 1. Indicate extent of demolition, removal sequence, bracing and shoring, and location and construction of barricades and fences. Include design drawings and calculations for bracing and shoring.
 - 2. Identify demolition firm and submit qualifications.
 - 3. Include a summary of safety procedures.
- C. Cutting and Patching: Submit written request in advance of cutting or alteration that affects:

1. Structural integrity of any element of Project.
2. Integrity of weather exposed or moisture resistant element.
3. Efficiency, maintenance, or safety of any operational element.
4. Visual qualities of sight exposed elements.

D. Project Record Documents: Accurately record actual locations of capped and active utilities.

1.05 QUALIFICATIONS

- A. For demolition work, employ a firm specializing in the type of work required.
1. Minimum of 5 years of documented experience.
- B. For design of temporary shoring and bracing, employ a Professional Engineer experienced in design of this type of work and licensed in the State in which the Project is located.

1.06 PROJECT CONDITIONS

- A. Use of explosives is not permitted.
- B. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.
- C. Dust Control: Execute work by methods to minimize raising dust from construction operations. Provide positive means to prevent air-borne dust from dispersing into atmosphere and over adjacent property.
1. Provide dust-proof enclosures to prevent entry of dust generated outdoors.
 2. Provide dust-proof barriers between construction areas and areas continuing to be occupied by Owner.
- D. Erosion and Sediment Control: Plan and execute work by methods to control surface drainage from cuts and fills, from borrow and waste disposal areas. Prevent erosion and sedimentation.
- E. Noise Control: Provide methods, means, and facilities to minimize noise produced by construction operations.
1. At All Times: Excessively noisy tools and operations will not be tolerated inside the building at any time of day; excessively noisy includes jackhammers.
 2. Outdoors: Limit conduct of especially noisy exterior work to the hours of 8 am to 5 pm.
 3. Indoors: Limit conduct of especially noisy interior work to the hours of 6 pm to 7 am.
- F. Pest and Rodent Control: Provide methods, means, and facilities to prevent pests and insects from damaging the work.
1. Pest Control Service: Weekly treatments.
- G. Rodent Control: Provide methods, means, and facilities to prevent rodents from accessing or invading premises.
- H. Pollution Control: Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations. Comply with federal, state, and local regulations.

1.07 COORDINATION

- A. See Section 01 1000 for occupancy-related requirements.
- B. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- C. Notify affected utility companies and comply with their requirements.
- D. Verify that utility requirements and characteristics of new operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- E. Coordinate space requirements, supports, and installation of mechanical and electrical work that are indicated diagrammatically on drawings. Follow routing indicated for pipes, ducts, and

conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.

- F. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- G. Coordinate completion and clean-up of work of separate sections.
- H. After Owner occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

PART 2 PRODUCTS

2.01 PATCHING MATERIALS

- A. New Materials: As specified in product sections; match existing products and work for patching and extending work.
- B. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.
- C. Product Substitution: For any proposed change in materials, submit request for substitution described in Section 01 6000 - Product Requirements.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.
- D. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or misfabrication.
- E. Verify that utility services are available, of the correct characteristics, and in the correct locations.
- F. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.

3.02 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

3.03 PREINSTALLATION MEETINGS

- A. When required in individual specification sections, convene a preinstallation meeting at the site prior to commencing work of the section.
- B. Require attendance of parties directly affecting, or affected by, work of the specific section.
- C. Notify Architect four days in advance of meeting date.
- D. Prepare agenda and preside at meeting:
 - 1. Review conditions of examination, preparation and installation procedures.
 - 2. Review coordination with related work.

- E. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

3.04 GENERAL INSTALLATION REQUIREMENTS

- A. In addition to compliance with regulatory requirements, conduct construction operations in compliance with NFPA 241, including applicable recommendations in Appendix A.
- B. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.
- C. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.
- D. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.
- E. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.
- F. Make neat transitions between different surfaces, maintaining texture and appearance.

3.05 ALTERATIONS

- A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
 - 1. Verify that construction and utility arrangements are as indicated.
 - 2. Report discrepancies to Architect before disturbing existing installation.
 - 3. Beginning of alterations work constitutes acceptance of existing conditions.
- B. Keep areas in which alterations are being conducted separated from other areas that are still occupied.
 - 1. Provide, erect, and maintain temporary dustproof partitions of construction specified in Section 01 5000 in locations indicated on drawings.
 - 2. Provide sound retardant partitions of construction indicated on drawings in locations indicated on drawings.
- C. Maintain weatherproof exterior building enclosure except for interruptions required for replacement or modifications; take care to prevent water and humidity damage.
 - 1. Where openings in exterior enclosure exist, provide construction to make exterior enclosure weatherproof.
 - 2. Insulate existing ducts or pipes that are exposed to outdoor ambient temperatures by alterations work.
- D. Remove existing work as indicated and as required to accomplish new work.
 - 1. Remove rotted wood, corroded metals, and deteriorated masonry and concrete; replace with new construction specified.
 - 2. Remove items indicated on drawings.
 - 3. Relocate items indicated on drawings.
 - 4. Where new surface finishes are to be applied to existing work, perform removals, patch, and prepare existing surfaces as required to receive new finish; remove existing finish if necessary for successful application of new finish.
 - 5. Where new surface finishes are not specified or indicated, patch holes and damaged surfaces to match adjacent finished surfaces as closely as possible.
- E. Services (Including but not limited to HVAC, Plumbing, Fire Protection, Electrical, and Telecommunications): Remove, relocate, and extend existing systems to accommodate new construction.
 - 1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components; if necessary, modify installation to allow access or provide access panel.
 - 2. Where existing systems or equipment are not active and Contract Documents require reactivation, put back into operational condition; repair supply, distribution, and equipment as required.

3. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
 - a. Disable existing systems only to make switchovers and connections; minimize duration of outages.
 - b. See Section 01 1000 for other limitations on outages and required notifications.
 - c. Provide temporary connections as required to maintain existing systems in service.
4. Verify that abandoned services serve only abandoned facilities.
5. Remove abandoned pipe, ducts, conduits, and equipment, including those above accessible ceilings; remove back to source of supply where possible, otherwise cap stub and tag with identification; patch holes left by removal using materials specified for new construction.
- F. Protect existing work to remain.
 1. Prevent movement of structure; provide shoring and bracing if necessary.
 2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
 3. Repair adjacent construction and finishes damaged during removal work.
- G. Adapt existing work to fit new work: Make as neat and smooth transition as possible.
 1. When existing finished surfaces are cut so that a smooth transition with new work is not possible, terminate existing surface along a straight line at a natural line of division and make recommendation to Architect.
 2. Where removal of partitions or walls results in adjacent spaces becoming one, rework floors, walls, and ceilings to a smooth plane without breaks, steps, or bulkheads.
 3. Where a change of plane of 1/4 inch (6 mm) or more occurs in existing work, submit recommendation for providing a smooth transition for Architect review and request instructions.
- H. Patching: Where the existing surface is not indicated to be refinished, patch to match the surface finish that existed prior to cutting. Where the surface is indicated to be refinished, patch so that the substrate is ready for the new finish.
- I. Refinish existing surfaces as indicated:
 1. Where rooms or spaces are indicated to be refinished, refinish all visible existing surfaces to remain to the specified condition for each material, with a neat transition to adjacent finishes.
 2. If mechanical or electrical work is exposed accidentally during the work, re-cover and refinish to match.
- J. Clean existing systems and equipment.
- K. Remove demolition debris and abandoned items from alterations areas and dispose of off-site; do not burn or bury.
- L. Do not begin new construction in alterations areas before demolition is complete.
- M. Comply with all other applicable requirements of this section.

3.06 CUTTING AND PATCHING

- A. Whenever possible, execute the work by methods that avoid cutting or patching.
- B. See Alterations article above for additional requirements.
- C. Perform whatever cutting and patching is necessary to:
 1. Complete the work.
 2. Fit products together to integrate with other work.
 3. Provide openings for penetration of mechanical, electrical, and other services.
 4. Match work that has been cut to adjacent work.
 5. Repair areas adjacent to cuts to required condition.
 6. Repair new work damaged by subsequent work.
 7. Remove samples of installed work for testing when requested.

8. Remove and replace defective and non-complying work.
- D. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.
- E. Employ original installer to perform cutting for weather exposed and moisture resistant elements, and sight exposed surfaces.
- F. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.
- G. Restore work with new products in accordance with requirements of Contract Documents.
- H. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- I. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material in accordance with Section 07 8400, to full thickness of the penetrated element.
- J. Patching:
 1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
 2. Match color, texture, and appearance.
 3. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.

3.07 PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
- C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.
- D. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury.

3.08 PROTECTION OF INSTALLED WORK

- A. See Section 01 7610 for temporary protective covering materials.
- B. Protect installed work from damage by construction operations.
- C. Provide special protection where specified in individual specification sections.
- D. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- E. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- F. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- G. Protect work from spilled liquids. If work is exposed to spilled liquids, immediately remove protective coverings, dry out work, and replace protective coverings.
- H. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- I. Remove protective coverings when no longer needed; reuse or recycle coverings if possible.

3.09 SYSTEM STARTUP

- A. Coordinate with requirements of Section 01 9113 - General Commissioning Requirements.

- B. Coordinate schedule for start-up of various equipment and systems.
- C. Notify Architect and Owner seven days prior to start-up of each item.
- D. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions that may cause damage.
- E. Verify tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.
- F. Verify that wiring and support components for equipment are complete and tested.
- G. Execute start-up under supervision of applicable Contractor personnel and manufacturer's representative in accordance with manufacturers' instructions.
- H. When specified in individual specification Sections, require manufacturer to provide authorized representative to be present at site to inspect, check, and approve equipment or system installation prior to start-up, and to supervise placing equipment or system in operation.
- I. Submit a written report that equipment or system has been properly installed and is functioning correctly.

3.10 DEMONSTRATION AND INSTRUCTION

- A. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at scheduled time, at equipment location.
- B. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months.
- C. Provide a qualified person who is knowledgeable about the Project to perform demonstration and instruction of Owner's personnel.

3.11 ADJUSTING

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.
- B. Testing, adjusting, and balancing HVAC systems: See Section 23 0593 - Testing, Adjusting, and Balancing for HVAC.

3.12 FINAL CLEANING

- A. Execute final cleaning prior to final project assessment.
 - 1. Clean areas to be occupied by Owner prior to final completion before Owner occupancy.
- B. Use cleaning materials that are nonhazardous.
- C. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
- D. Remove all labels that are not permanent. Do not paint or otherwise cover fire test labels or nameplates on mechanical and electrical equipment.
- E. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
- F. Clean filters of operating equipment.
- G. Clean debris from roofs, gutters, downspouts, scuppers, overflow drains, area drains, and drainage systems.
- H. Clean site; sweep paved areas, rake clean landscaped surfaces.
- I. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.
- J. Clean Owner-occupied areas of work.

3.13 CLOSEOUT PROCEDURES

- A. Make submittals that are required by governing or other authorities.

1. Provide copies to Architect and Owner.
- B. Accompany Architect on preliminary inspection to determine items to be listed for completion or correction in the Contractor's Correction Punch List for Contractor's Notice of Substantial Completion.
- C. Notify Architect when work is considered ready for Architect's Substantial Completion inspection.
- D. Submit written certification containing Contractor's Correction Punch List, that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Architect's Substantial Completion inspection.
- E. Owner will occupy all of the building as specified in Section 01 1000.
- F. Conduct Substantial Completion inspection and create Final Correction Punch List containing Architect's and Contractor's comprehensive list of items identified to be completed or corrected and submit to Architect.
- G. Correct items of work listed in Final Correction Punch List and comply with requirements for access to Owner-occupied areas.
- H. Notify Architect when work is considered finally complete and ready for Architect's Substantial Completion final inspection.
- I. Complete items of work determined by Architect listed in executed Certificate of Substantial Completion.

3.14 MAINTENANCE

- A. Provide service and maintenance of components indicated in specification sections.
- B. Maintenance Period: As indicated in specification sections or, if not indicated, not less than two years from the Date of Substantial Completion or the length of the specified warranty, whichever is longer.
- C. Examine system components at a frequency consistent with reliable operation. Clean, adjust, and lubricate as required.
- D. Include systematic examination, adjustment, and lubrication of components. Repair or replace parts whenever required. Use parts produced by the manufacturer of the original component.
- E. Maintenance service shall not be assigned or transferred to any agent or subcontractor without prior written consent of the Owner.

END OF SECTION 01 7000

**SECTION 01 7419
CONSTRUCTION WASTE MANAGEMENT**

PART 1 – GENERAL

1.01 SUMMARY

- A. Section includes: Administrative and procedural requirements for construction waste management activities.

1.02 DEFINITIONS

- A. Construction, Demolition, and Land clearing (CDL) Waste: Includes all non-hazardous solid wastes resulting from construction, remodeling, alterations, repair, demolition and land clearing. Includes material that is recycled, reused, salvaged or disposed as garbage.
- B. Salvage: Recovery of materials for on-site reuse, sale or donation to a third party.
- C. Reuse: Making use of a material without altering its form. Materials can be reused on-site or reused on other projects off-site. Examples include, but are not limited to the following: Crushing or grinding of concrete for use as sub-base material. Chipping of land clearing debris for use as mulch.
- D. Recycling: The process of sorting, cleaning, treating, and reconstituting materials for the purpose of using the material in the manufacture of a new product.
- E. Source-Separated CDL Recycling: The process of separating recyclable materials in separate containers as they are generated on the job-site. The separated materials are hauled directly to a recycling facility or transfer station.
- F. Co-mingled CDL Recycling: The process of collecting mixed recyclable materials in one container on-site. The container is taken to a material recovery facility where materials are separated for recycling.
- G. Approved Recycling Facility: Any of the following:
 - 1. A facility that can legally accept CDL waste materials for the purpose of processing the materials into an altered form for the manufacture of a new product
 - 2. Material Recovery Facility: A general term used to describe a waste-sorting facility. Mechanical, hand-separation, or a combination of both procedures, are used to recover.
- H. Universal waste components (UWC) are as follows: electric motors, PCB ballasts, non PCB ballasts, capacitors, contactors, circuit breakers, elemental and liquid mercury containing articles, transformers, lead acid batteries, fluorescent light bulbs, and all HID light bulbs.

1.03 SUBMITTALS

- A. Contractor shall develop a Waste Management Plan: Submit 3 copies of plan within 14 days of date established for the Notice to Proceed.
- B. Contractor shall provide Waste Management Report: Concurrent with each Application for Payment, submit 3 copies of report.

1.04 PERFORMANCE REQUIREMENTS

- A. General: Divert a minimum of 75% CDL waste, by weight, from the landfill by one, or a combination of the following activities:
 - 1. Salvage
 - 2. Reuse
 - 3. Source-Separated CDL Recycling
 - 4. Co-mingled CDL Recycling
- B. CDL waste materials that can be salvaged, reused or recycled include, but are not limited to, the following:
 - 1. Acoustical ceiling tiles
 - 2. Asphalt

3. Asphalt shingles
4. Cardboard packaging
5. Carpet and carpet pad
6. Concrete
7. Drywall
8. Fluorescent lights and ballasts
9. Land clearing debris (vegetation, stumpage, dirt)
10. Metals
11. Paint (through hazardous waste outlets)
12. Wood
13. Plastic film (sheeting, shrink wrap, packaging)
14. Window glass
15. Wood
16. Field office waste, including office paper, aluminum cans, glass, plastic, and office cardboard.

1.05 QUALITY ASSURANCE

- A. Waste Management Coordinator Qualifications: Experienced firm, with a record of successful waste management coordination of projects with similar requirements, that employs a LEED Accredited Professional, certified by the USGBC as waste management coordinator.
- B. Refrigerant Recovery Technician Qualifications: Certified by EPA-approved certification program.
- C. Regulatory Requirements: Conduct construction waste management activities in accordance with hauling and disposal regulations of all authorities having jurisdiction and all other applicable laws and ordinances.
- D. Preconstruction Conference: Schedule and conduct meeting at Project site prior to construction activities.
 1. Attendees: Inform the following individuals, whose presence is required, of date and time of meeting.
 - a. Owner
 - b. Architect
 - c. Contractor's superintendent
 - d. Major subcontractors
 - e. Waste Management Coordinator
 - f. Other concerned parties.
 2. Agenda Items: Review methods and procedures related to waste management including, but not limited to, the following:
 - a. Review and discuss waste management plan including responsibilities of Waste Management Coordinator.
 - b. Review requirements for documenting quantities of each type of waste and its disposition.
 - c. Review and finalize procedures for materials separation and verify availability of containers and bins needed to avoid delays.
 - d. Review procedures for periodic waste collection and transportation to recycling and disposal facilities.
 - e. Review waste management requirements for each trade.
 3. Minutes: Record discussion. Distribute meeting minutes to all participants.

1.06 WASTE MANAGEMENT PLAN – CONTACTOR SHALL DEVELOP AND DOCUMENT THE FOLLOWING:

- A. Develop a plan to meet the requirements listed in this section at a minimum. Plan shall consist of waste identification, waste reduction plan and cost/revenue analysis. Distinguish between demolition and construction waste. Indicate quantities by weight throughout the plan.

- B. Indicate anticipated types and quantities of demolition, site-cleaning and construction waste generated by the project. List all assumptions made for the quantities estimates.
- C. List each type of waste and whether it will be salvaged, recycled, or disposed of in an landfill. The plan should included the following information:
 - 1. Types and estimated quantities, by weight, of CDL waste expected to be generated during demolition and construction.
 - 2. Proposed methods for CDL waste salvage, reuse, recycling and disposal during demolition including, but not limited to, one or more of the following:
 - a. Contracting with a deconstruction specialist to salvage materials generated,
 - b. Selective salvage as part of demolition contractor's work,
 - c. Reuse of materials on-site or sale or donation to a third party.
 - 3. Proposed methods for salvage, reuse, recycling and disposal during construction including, but not limited to, one or more of the following:
 - a. Requiring subcontractors to take their CDL waste to a recycling facility;
 - b. Contracting with a recycling hauler to haul recyclable CDL waste to an approved recycling or material recovery facility;
 - c. Processing and reusing materials on-site;
 - d. Self-hauling to a recycling or material recovery facility.
 - 4. Name of recycling or material recovery facility receiving the CDL wastes.
 - 5. Handling and Transportation Procedures: Include method that will be used for separating recyclable waste including sizes of containers, container labeling, and designated location on project site where materials separation will be located.
- D. Cost/Revenue Analysis: Indicate total cost of waste disposal as if there was no waste management plan and net additional cost or net savings resulting from implementing waste management plan. Include the following:
 - 1. Total quantity of waste.
 - 2. Estimated cost of disposal (cost per unit). Include hauling and tipping fees and cost of collection containers for each type of waste.
 - 3. Total cost of disposal (with no waste management).
 - 4. Revenue from salvaged materials.
 - 5. Revenue from recycled materials.
 - 6. Savings in hauling and tipping fees by donating materials.
 - 7. Savings in hauling and tipping fees that are avoided.
 - 8. Handling and transportation costs. Including cost of collection containers for each type of waste.
 - 9. Net additional cost or net savings from waste management plan.

PART 2 - PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.01 CONSTRUCTION WASTE MANAGEMENT, GENERAL

- A. Provide containers for CDL waste that is to be recycled clearly labeled as such with a list of acceptable and unacceptable materials. The list of acceptable materials must be the same as the materials recycled at the receiving material recovery facility or recycling processor.
- B. The collection containers for recyclable CDL waste must contain no more than 10% non-recyclable material, by volume.
- C. Provide containers for CDL waste that is disposed in a landfill clearly labeled as such.
- D. Use detailed material estimates to reduce risk of unplanned and potentially wasteful cuts.
- E. To the greatest extent possible, include in material purchasing agreements a waste reduction provision requesting that materials and equipment be delivered in packaging made of recyclable material, that they reduce the amount of packaging, that packaging be taken back for

reuse or recycling, and to take back all unused product. Insure that subcontractors require the same provisions in their purchase agreements.

- F. Conduct regular visual inspections of dumpsters and recycling bins to remove contaminants.

3.02 SOURCE SEPARATION

- A. General: Contractor shall separate recyclable materials from CDL waste to the maximum extent possible.
- B. Separate recyclable materials by type.
1. Provide containers, clearly labeled, by type of separated materials or provide other storage method for managing recyclable materials until they are removed from Project site.
 2. Stockpile processed materials on-site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water and to minimize pest attraction. Cover to prevent windblown dust.
 3. Stockpile materials away from demolition area. Do not store within drip line of remaining trees.
 4. Store components off the ground and protect from weather.

3.03 CO-MINGLED RECYCLING

- A. General: Do not put CDL waste that will be disposed in a landfill into a co-mingled CDL waste recycling container.

3.04 REMOVAL OF CONSTRUCTION WASTE MATERIALS

- A. Remove CDL waste materials from project site on a regular basis. Do not allow CDL waste to accumulate on-site.
- B. Transport CDL waste materials off Owner's property and legally dispose of them.
- C. Burning of CDL waste is not permitted.

3.05 UNIVERSAL WASTE DIVERSION

- A. Remove all universal waste from fixtures, panels, and related devices for proper diversion and reclamation.
- B. Store all universal waste in containers provided by contact person within facilities operations.
- C. Store all universal waste in a secured location and request periodic removal from assigned contact person.
- D. Exemption: electric motors, circuit breakers, transformers and lighting contactors are exempt from this provision provided the contractor chooses to salvage or reuse the components.
- E. No identified universal waste will be discarded into the waste stream.

END OF SECTION

WASTE MANAGEMENT PROGRESS REPORT				
MATERIALS CATEGORY	DISPOSED IN MUNICIPAL SOLID WASTE LANDFILL	DIVERTED FROM LANDFILL BY RECYCLING, SALVAGE OR REUSE		
		RECYCLED	SALVAGED	REUSED
1. ACOUSTICAL CEILING TILES				
2. ASPHALT				
3. ASPHALT SHINGLES				
4. CARDBOARD PACKAGING				
5. CARPET AND CARPET PAD				
6. CONCRETE				
7. DRYWALL				
8. FLOURESCENT LIGHTS AND BALLASTS				
9. LAND CLEARING DEBRIS (VEGETATION, STUMPAGE, DIRT)				
10. METALS				
11. PAINT (THROUGH HAZARDOUS WASTE OUTLETS)				
12. WOOD				
13. PLASTIC FILM (SHEETING, SHRINK WRAP, PACKAGING)				
14. WINDOW GLASS				
15. FIELD OFFICE WASTE (OFFICE PAPER, ALUMINUM CANS, GLASS, PLASTIC, AND COFFE CARDBOARD)				
16. OTHER (INSERT DESCRIPTION)				
17. OTHER (INSERT DESCRIPTION)				
TOTAL (IN WEIGHT)		(TOTAL OF ALL ABOVE VALUES - IN WEIGHT)		
		PERCENTAGE OF WASTE DIVERTED	(TOTAL WASTE DIVERTED BY TOTAL DIVERTED	

NOT FOR BIDDING PURPOSES

**SECTION 01 7800
CLOSEOUT SUBMITTALS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Project record documents.
- B. Operation and maintenance data.
- C. Materials transparency manual.
- D. Warranties and bonds.

1.02 RELATED REQUIREMENTS

- A. Section 00 7200 - General Conditions and 00 7300 - Supplementary Conditions: Performance bond and labor and material payment bonds, warranty, and correction of work.
- B. Section 01 3000 - Administrative Requirements: Submittals procedures, shop drawings, product data, and samples.
- C. Section 01 7000 - Execution and Closeout Requirements: Contract closeout procedures.
- D. Individual Product Sections: Specific requirements for operation and maintenance data.
- E. Individual Product Sections: Warranties required for specific products or Work.

1.03 SUBMITTALS

- A. Project Record Documents: Submit documents to Architect with claim for final Application for Payment.
- B. Operation and Maintenance Data:
 - 1. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. Architect will review draft and return one copy with comments.
 - 2. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit completed documents within ten days after acceptance.
 - 3. Submit one copy of completed documents 15 days prior to final inspection. This copy will be reviewed and returned after final inspection, with Architect comments. Revise content of all document sets as required prior to final submission.
 - 4. Submit two sets of revised final documents in final form within 10 days after final inspection.
- C. Materials Transparency Manual:
 - 1. Compile and submit a digital and a printed version of information disclosing materials content for interior finishes, furnishings (including workstations), built-in furniture. Meet IWBI (BS) requirements for format and content.
- D. Warranties and Bonds:
 - 1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within 10 days after acceptance.
 - 2. Make other submittals within 10 days after Date of Substantial Completion, prior to final Application for Payment.
 - 3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within 10 days after acceptance, listing the date of acceptance as the beginning of the warranty period.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
 - 1. Drawings.

2. Specifications.
 3. Addenda.
 4. Change Orders and other modifications to the Contract.
 5. Reviewed shop drawings, product data, and samples.
 6. Manufacturer's instruction for assembly, installation, and adjusting.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
 - C. Store record documents separate from documents used for construction.
 - D. Record information concurrent with construction progress.
 - E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
 1. Manufacturer's name and product model and number.
 2. Product substitutions or alternates utilized.
 3. Changes made by Addenda and modifications.
 - F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
 1. Field changes of dimension and detail.
 2. Details not on original Contract drawings.

3.02 OPERATION AND MAINTENANCE DATA

- A. Source Data: For each product or system, list names, addresses and telephone numbers of Subcontractors and suppliers, including local source of supplies and replacement parts.
- B. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.
- C. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use Project Record Documents as maintenance drawings.
- D. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

3.03 OPERATION AND MAINTENANCE DATA FOR MATERIALS AND FINISHES

- A. For Each Product, Applied Material, and Finish:
 1. Product data, with catalog number, size, composition, and color and texture designations.
 2. Information for re-ordering custom manufactured products.
- B. Instructions for Care and Maintenance: Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental cleaning agents and methods, and recommended schedule for cleaning and maintenance.
- C. Moisture protection and weather-exposed products: Include product data listing applicable reference standards, chemical composition, and details of installation. Provide recommendations for inspections, maintenance, and repair.
- D. Additional information as specified in individual product specification sections.
- E. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.

3.04 ASSEMBLY OF OPERATION AND MAINTENANCE MANUALS

- A. Assemble operation and maintenance data into durable manuals for Owner's personnel use, with data arranged in the same sequence as, and identified by, the specification sections.
- B. Where systems involve more than one specification section, provide separate tabbed divider for each system.

- C. Binders: Commercial quality, 8-1/2 by 11 inch (216 by 280 mm) three D side ring binders with durable plastic covers; 2 inch (50 mm) maximum ring size. When multiple binders are used, correlate data into related consistent groupings.
- D. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; identify title of Project; identify subject matter of contents.
- E. Project Directory: Title and address of Project; names, addresses, and telephone numbers of Architect, Consultants, Contractor and subcontractors, with names of responsible parties.
- F. Tables of Contents: List every item separated by a divider, using the same identification as on the divider tab; where multiple volumes are required, include all volumes Tables of Contents in each volume, with the current volume clearly identified.
- G. Dividers: Provide tabbed dividers for each separate product and system; identify the contents on the divider tab; immediately following the divider tab include a description of product and major component parts of equipment.
- H. Text: Manufacturer's printed data, or typewritten data on 20 pound paper.
- I. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.
- J. Arrangement of Contents: Organize each volume in parts as follows:
 - 1. Project Directory.
 - 2. Table of Contents, of all volumes, and of this volume.
 - 3. Operation and Maintenance Data: Arranged by system, then by product category.
 - a. Source data.
 - b. Product data, shop drawings, and other submittals.
 - c. Operation and maintenance data.
 - d. Field quality control data.
 - e. Photocopies of warranties and bonds.
 - 4. Design Data: To allow for addition of design data furnished by Architect or others, provide a tab labeled "Design Data" and provide a binder large enough to allow for insertion of at least 20 pages of typed text.

3.05 WARRANTIES AND BONDS

- A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within 10 days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until Date of Substantial completion is determined.
- B. Verify that documents are in proper form, contain full information, and are notarized.
- C. Co-execute submittals when required.
- D. Retain warranties and bonds until time specified for submittal.
- E. Include originals of each in operation and maintenance manuals, indexed separately on Table of Contents.

3.06 OWNER'S CLOSEOUT PROCEDURE CHECKLIST

- A. Final Closeout Package to include, but not limited to the following:
 - 1. Evidence satisfactory to the Owner that all payrolls, material bills, and other indebtedness connected with the work have been paid.
 - 2. Form G704 Substantial Completion
 - 3. Form G706 Affidavit of Payment of Debts and Claims
 - 4. Form 706A Release of Liens Contractor / Subcontractor
 - 5. Form 707 Consent of Surety Company
 - 6. Final Payment Application.
 - 7. Design Review Summary's (Provided by the Owner)
 - 8. Construction Meeting Minutes

9. General Correspondence (Provided by the Owner)
 10. Certificate of Occupancy
 11. Environmental Certificates
 12. Warranties (Letter of Guarantee and Warranty Info), for ALL Subcontractors and General Contractor
 13. Operations and Maintenance Manuals
 14. Instruction Manuals
 15. Hard Copies and PDF Copies of Red-marked As-Built Drawings and Specifications
 16. 2 sets of AutoCAD As-built drawing discs. Updated CAD files (Provided by the Professional)
 17. Test & Balancing Reports
 18. Field Reports/Inspection Reports
 19. Affidavit of Discharge of State Tax Liability
 20. Copy of completed final punch list signed off on by Owner's Rep
 21. Contractor's Punch list Closeout Letter
 22. Construction Photographs
- B. All Closeout Documents shall be provided with two (2) hard copies and two (2) PDF copies on Archive grade "Gold" CD / DVD's. CD / DVD to be formatted to allow Professional to add files to the CD / DVD, as outlined herein.
- C. The Owner reserves the right to retain payments, or parts thereof, for its protection until the foregoing conditions have been complied with, defective work corrected and all unsatisfactory conditions remedied.

END OF SECTION 01 7800

**SECTION 02 4100
DEMOLITION**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Selective demolition of building elements for alteration purposes.

1.02 RELATED REQUIREMENTS

- A. Section 01 1000 - Summary: Limitations on Contractor's use of site and premises.
- B. Section 01 1000 - Summary: Sequencing and staging requirements.
- C. Section 01 1000 - Summary: Description of items to be salvaged or removed for re-use by Contractor.
- D. Section 01 5000 - Temporary Facilities and Controls: Site fences, security, protective barriers, and waste removal.
- E. Section 01 6000 - Product Requirements: Handling and storage of items removed for salvage and relocation.
- F. Section 01 7000 - Execution and Closeout Requirements: Project conditions; protection of bench marks, survey control points, and existing construction to remain; reinstallation of removed products; temporary bracing and shoring.
- G. Section 01 7419 - Construction Waste Management and Disposal: Limitations on disposal of removed materials; requirements for recycling.
- H. Section 07 0150.19 - Preparation for Re-Roofing: Removal of existing roofing, roof insulation, flashing, trim, and accessories.

1.03 DEFINITIONS

- A. Demolish: Dismantle, raze, destroy, or wreck any building or structure or any part thereof.
- B. Remove: Detach or dismantle items from existing construction and dispose of them off site, unless items are indicated to be salvaged or reinstalled.
- C. Remove and Salvage: Detach or dismantle items from existing construction in a manner to prevent damage. Clean, package, label and deliver salvaged items to Owner in ready-for-reuse condition.
- D. Remove and Reinstall: Detach or dismantle items from existing construction in a manner to prevent damage. Clean and prepare for reuse and reinstall where indicated.
- E. Existing to Remain: Designation for existing items that are not to be removed and that are not otherwise indicated to be salvaged or reinstalled.

1.04 REFERENCE STANDARDS

- A. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations; 2022, with Errata (2021).

1.05 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements for submittal procedures.
- B. Site Plan: Indicate:
 - 1. Areas for temporary construction and field offices.
 - 2. Areas for temporary and permanent placement of removed materials.
- C. Demolition Plan: Submit demolition plan as required by OSHA and local AHJs.
 - 1. Indicate extent of demolition, removal sequencing, bracing and shoring, and location and construction of barricades and fences.
 - 2. Summary of safety procedures.
 - 3. Demolition firm qualifications.

- D. Project Record Documents: Accurately record actual locations of capped and active utilities and subsurface construction.

1.06 QUALITY ASSURANCE

- A. Demolition Firm Qualifications: Company specializing in the type of work required.
1. Minimum of 5 years of documented experience.

PART 2 PRODUCTS -- NOT USED

PART 3 EXECUTION

3.01 DEMOLITION

- A. Remove portions of existing building as indicated on drawings:
1. Coordination of removal and reinstallation of existing mechanical and electrical equipment (by others), to accommodate roofing installation.
 2. Existing metal gutters, downspouts, fascias, gravel stop, coping and flashing as indicated on drawings.
 3. Existing roof gravel ballast and BUR roofing as indicated on drawings.
 4. Existing roof installation as indicated on drawings.
 5. Existing roof drains as indicated on drawings.
 6. Remove and reinstall chain link fencing as indicated on drawings.
 7. Existing wood trim on mechanical cupolas as indicated on drawings.
 8. Existing metal roof access ladders as indicated on drawings.
- B. Remove other items indicated, for relocation, recycling, and reinstallation.

3.02 GENERAL PROCEDURES AND PROJECT CONDITIONS

- A. Comply with requirements in Section 01 7000.
- B. Comply with applicable codes and regulations for demolition operations and safety of adjacent structures and the public.
1. Obtain required permits.
 2. Comply with applicable requirements of NFPA 241.
 3. Use of explosives is not permitted.
 4. Take precautions to prevent catastrophic or uncontrolled collapse of structures to be removed; do not allow worker or public access within range of potential collapse of unstable structures.
 5. Provide, erect, and maintain temporary barriers and security devices.
 6. Use physical barriers to prevent access to areas that could be hazardous to workers or the public.
 7. Conduct operations to minimize effects on and interference with adjacent structures and occupants.
 8. Do not close or obstruct roadways or sidewalks without permits from authority having jurisdiction.
 9. Conduct operations to minimize obstruction of public and private entrances and exits. Do not obstruct required exits at any time. Protect persons using entrances and exits from removal operations.
 10. Obtain written permission from owners of adjacent properties when demolition equipment will traverse, infringe upon, or limit access to their property.
- C. Do not begin removal until receipt of notification to proceed from Owner.
- D. Protect existing structures and other elements to remain in place and not removed.
1. Provide bracing and shoring.
 2. Prevent movement or settlement of adjacent structures.
 3. Stop work immediately if adjacent structures appear to be in danger.
- E. Minimize production of dust due to demolition operations. Do not use water if that will result in ice, flooding, sedimentation of public waterways or storm sewers, or other pollution.

- F. Hazardous Materials:
 - 1. If hazardous materials are discovered during removal operations, stop work and notify Architect and Owner; hazardous materials include regulated asbestos containing materials, lead, PCBs, and mercury.
- G. Perform demolition in a manner that maximizes salvage and recycling of materials.
 - 1. Comply with requirements of Section 01 7419 - Construction Waste Management and Disposal.
 - 2. Dismantle existing construction and separate materials.
 - 3. Set aside reusable, recyclable, and salvageable materials; store and deliver to collection point or point of reuse.

3.03 EXISTING UTILITIES

- A. Protect existing utilities to remain from damage.
- B. Do not disrupt public utilities without permit from authority having jurisdiction.
- C. Do not close, shut off, or disrupt existing life safety systems that are in use without at least 7 days prior written notification to Owner.
- D. Do not close, shut off, or disrupt existing utility branches or take-offs that are in use without at least 3 days prior written notification to Owner.

3.04 SELECTIVE DEMOLITION FOR ALTERATIONS

- A. Existing construction and utilities indicated on drawings are based on casual field observation and existing record documents only.
 - 1. Verify construction and utility arrangements are as indicated.
 - 2. Report discrepancies to Architect before disturbing existing installation.
 - 3. Beginning of demolition work constitutes acceptance of existing conditions that would be apparent upon examination prior to starting demolition.
- B. Separate areas in which demolition is being conducted from areas that remain occupied.
 - 1. Provide, erect, and maintain temporary dustproof partitions of construction specified in Section 01 5000 in locations indicated on drawings.
- C. Maintain weatherproof exterior building enclosure, except for interruptions required for replacement or modifications; prevent water and humidity damage.
- D. Remove existing work as indicated and required to accomplish new work.
 - 1. Remove rotted wood, corroded metals, and deteriorated masonry and concrete; replace with new construction indicated.
 - 2. Remove items indicated on drawings.
- E. Services including, but not limited to, HVAC, Plumbing, Fire Protection, Electrical, and Telecommunications: Remove existing systems and equipment as indicated.
 - 1. Maintain existing active systems to remain in operation, and maintain access to equipment and operational components.
 - 2. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
 - 3. See Section 01 1000 - Summary for limitations on outages and required notifications.
- F. Protect existing work to remain.
 - 1. Prevent movement of structure. Provide shoring and bracing as required.
 - 2. Perform cutting to accomplish removal work neatly and as specified for cutting new work.
 - 3. Repair adjacent construction and finishes damaged during removal work.
 - 4. Patch to match new work.

3.05 DEBRIS AND WASTE REMOVAL

- A. Remove debris, junk, and trash from site.

- B. Remove materials not to be reused on site; comply with requirements of Section 01 7419 - Waste Management.
- C. Leave site in clean condition, ready for subsequent work.
- D. Clean up spillage and wind-blown debris from public and private lands.

END OF SECTION 02 4100

NOT FOR BIDDING PURPOSES

**SECTION 05 3100
STEEL DECKING**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Roof deck.
- B. Bearing plates and angles.

1.02 REFERENCE STANDARDS

- A. ASTM A36/A36M - Standard Specification for Carbon Structural Steel; 2019.
- B. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2025a.
- C. ASTM B633 - Standard Specification for Electrodeposited Coatings of Zinc on Iron and Steel; 2023.
- D. AWS B2.1/B2.1M - Specification for Welding Procedure and Performance Qualification; 2021, with Errata (2023).
- E. AWS D1.1/D1.1M - Structural Welding Code - Steel; 2025.
- F. AWS D1.3/D1.3M - Structural Welding Code - Sheet Steel; 2025, with Errata (2026).
- G. IAS AC172 - Accreditation Criteria for Fabricator Inspection Programs for Structural Steel AC172; 2019, with Editorial Revision (2025).
- H. ICC-ES AC43 - Acceptance Criteria for Steel Deck Roof and Floor Systems; 2022.
- I. SDI (DM) - Publication No.30, Design Manual for Composite Decks, Form Decks, and Roof Decks; 2007.
- J. SSPC-Paint 15 - Steel Joist Shop Primer/Metal Building Primer; 2004.
- K. SSPC-Paint 20 - Zinc-Rich Coating (Type I - Inorganic, and Type II - Organic); 2019.

1.03 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittals procedures.
- B. Product Data: Provide deck profile characteristics, dimensions, structural properties, and finishes.
- C. Shop Drawings: Indicate deck plan, support locations, projections, openings, reinforcement, pertinent details, and accessories.
- D. Certificates: Certify that products furnished meet or exceed specified requirements.
- E. Submit manufacturer's installation instructions.
- F. Welders' Qualification Statement: Welders' certificates in accordance with AWS B2.1/B2.1M and dated no more than 12 months before start of scheduled welding work.
- G. Designer's Qualification Statement.
- H. Fabricator's Qualification Statement: Provide documentation showing steel fabricator is accredited under IAS AC172.

1.04 QUALITY ASSURANCE

- A. Design deck layout, spans, fastening, and joints under direct supervision of a Professional Structural Engineer experienced in design of this work and licensed in the State in which the Project is located.
- B. Welder Qualifications: Welding processes and welding operators qualified in accordance with AWS D1.1/D1.1M and AWS D1.3/D1.3M and dated no more than 12 months before start of scheduled welding work.

- C. Fabricator Qualifications: A qualified steel fabricator that is accredited by the International Accreditation Service (IAS) Fabricator Inspection Program for Structural Steel in accordance with IAS AC172.
- D. Installer Qualifications: Company specializing in performing the work of this Section approved by manufacturer.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Cut plastic wrap to encourage ventilation.
- B. Separate sheets and store deck on dry wood sleepers; slope for positive drainage.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Steel Deck:
 - 1. Canam Steel Corporation: www.canam-steeljoists.ws.
 - 2. Cordeck, Inc: www.cordeck.com/#sle.
 - 3. New Millennium Building Systems: www.newmill.com/#sle.
 - 4. Nucor-Vulcraft Group: www.vulcraft.com/#sle.
 - 5. Substitutions: See Section 01 6000 - Product Requirements.

2.02 STEEL DECK

- A. All Deck Types: Select and design metal deck in accordance with SDI Design Manual.
 - 1. Calculate to structural working stress design and structural properties specified.
 - 2. Maximum Vertical Deflection of Roof Deck: 1/240 of span.
- B. Roof Deck: Non-composite type, fluted steel sheet:
 - 1. Galvanized Steel Sheet: ASTM A653/A653M, Structural Steel (SS) Grade 33/230, with G90/Z275 galvanized coating.
 - 2. Primer: Shop coat of manufacturer's standard primer paint over cleaned and phosphatized substrate.
 - 3. Minimum Base Metal Thickness: Match existing.
 - 4. Nominal Height: Match existing.
 - 5. Profile: Fluted: Match existing.
 - 6. Formed Sheet Width: Match existing.
 - 7. Side Joints: Lock seam.
 - 8. End Joints: Lapped, welded.

2.03 ACCESSORY MATERIALS

- A. Bearing Plates and Angles: ASTM A36/A36M steel, galvanized per ASTM A123/A123M.
- B. Welding Materials: AWS D1.1/D1.1M.
- C. Fasteners: Galvanized hardened steel, self tapping.
- D. Mechanical Fasteners: Steel; hex washer head, self-drilling, self-tapping.
 - 1. Design Requirements for Sidelap Connections: Provide number and type of fasteners that comply with the applicable requirements of SDI (DM) design method for roof deck and floor deck applications and ICC-ES AC43.
 - 2. Fasteners for Steel Roof Decks Protected with Waterproofing Membrane: ASTM B633, SC1, Type III zinc electroplate.
- E. Weld Washers: Mild steel, uncoated, 3/4 inch (19 mm) outside diameter, 1/8 inch (3 mm) thick.
- F. Shop and Touch-Up Primer: SSPC-Paint 15, complying with VOC limitations of authorities having jurisdiction.
- G. Touch-Up Primer for Galvanized Surfaces: SSPC-Paint 20, complying with VOC limitations of authorities having jurisdiction.

2.04 FABRICATED DECK ACCESSORIES

- A. Sheet Metal Deck Accessories: Metal closure strips and cover plates, 22 gauge, 0.0299 inch (0.76 mm) thick sheet steel; of profile and size as indicated; finished same as deck.
- B. Roof Sump Pans: Formed sheet steel, 14 gauge, 0.0747 inch (1.90 mm) minimum thickness, flat bottom, sloped sides, recessed 1-1/2 inches (38 mm) below roof deck surface, bearing flange 3 inches (75 mm) wide, sealed watertight.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify existing conditions prior to beginning work.

3.02 INSTALLATION

- A. Erect metal deck in accordance with SDI Design Manual and manufacturer's instructions. Align and level.
- B. On steel supports provide minimum 1-1/2 inch (38 mm) bearing.
- C. Clinch lock seam side laps.
- D. Drive mechanical sidelap connectors completely through adjacent lapped sheets; positively engage adjacent sheets with minimum three-thread penetration.
- E. Weld deck in accordance with AWS D1.3/D1.3M.
- F. At deck openings from 6 inches (150 mm) to 18 inches (450 mm) in size, provide 2 by 2 by 1/4 inch (50 by 50 by 6 mm) steel angle reinforcement. Place angles perpendicular to flutes; extend minimum two flutes beyond each side of opening and fusion weld to deck at each flute.
- G. At deck openings greater than 18 inches (450 mm) in size, provide steel angle reinforcement as specified in Section 05 1200.
- H. Where deck (other than cellular deck electrical raceway) changes direction, install 6 inch (150 mm) minimum wide sheet steel cover plates, of same thickness as deck. Fusion weld 12 inches (300 mm) on center maximum.
- I. Position roof drain pans with flange bearing on top surface of deck. Fusion weld at each deck flute.
- J. Immediately after welding deck and other metal components in position, coat welds, burned areas, and damaged surface coating, with touch-up primer.

END OF SECTION 05 3100

NOT FOR BIDDING PURPOSES

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**SECTION 05 5000
METAL FABRICATIONS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Shop fabricated steel and aluminum items.
- B. Downspout boots.

1.02 RELATED REQUIREMENTS

- A. Section 05 5133 - Metal Ladders.
- B. Section 05 5213 - Pipe and Tube Railings.
- C. Section 07 7123 - Manufactured Gutters and Downspouts: Downspout boots.
- D. Section 09 9600 - High-Performance Coatings.

1.03 REFERENCE STANDARDS

- A. ASTM A48/A48M - Standard Specification for Gray Iron Castings; 2022.
- B. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products; 2024.
- A. ASTM A276/A276M - Standard Specification for Stainless Steel Bars and Shapes; 2025.
- B. ASTM A283/A283M - Standard Specification for Low and Intermediate Tensile Strength Carbon Steel Plates; 2024.
- C. ASTM A307 - Standard Specification for Carbon Steel Bolts, Studs, and Threaded Rod 60 000 PSI Tensile Strength; 2021.
- D. ASTM A501/A501M - Standard Specification for Hot-Formed Welded and Seamless Carbon Steel Structural Tubing; 2021.
- E. ASTM A554 - Standard Specification for Welded Stainless Steel Mechanical Tubing; 2021.
- F. ASTM A666/A666M - Standard Specification for Annealed or Cold-Worked Austenitic Stainless Steel Sheet, Strip, Plate, and Flat Bar; 2024.
- G. ASTM A1011/A1011M - Standard Specification for Steel, Sheet and Strip, Hot-Rolled, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, and Ultra-High Strength; 2025.
- H. ASTM B26/B26M - Standard Specification for Aluminum-Alloy Sand Castings; 2025.
- I. ASTM B85/B85M - Standard Specification for Aluminum-Alloy Die Castings; 2025.
- J. ASTM B209/B209M - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate; 2021a.
- K. ASTM B210/B210M - Standard Specification for Aluminum and Aluminum-Alloy Drawn Seamless Tubes; 2019a.
- L. ASTM B211/B211M - Standard Specification for Aluminum and Aluminum-Alloy Rolled or Cold Finished Bar, Rod, and Wire; 2023.
- M. ASTM B221 - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes; 2021.
- N. AWS A2.4 - Standard Symbols for Welding, Brazing, and Nondestructive Examination; 2020.
- O. AWS B2.1/B2.1M - Specification for Welding Procedure and Performance Qualification; 2021, with Errata (2023).
- P. AWS D1.1/D1.1M - Structural Welding Code - Steel; 2025.
- Q. AWS D1.2/D1.2M - Structural Welding Code - Aluminum; 2014, with Errata (2020).

- R. IAS AC172 - Accreditation Criteria for Fabricator Inspection Programs for Structural Steel AC172; 2019, with Editorial Revision (2025).
- S. SSPC-Paint 15 - Steel Joist Shop Primer/Metal Building Primer; 2004.
- T. SSPC-Paint 20 - Zinc-Rich Coating (Type I - Inorganic, and Type II - Organic); 2019.
- U. SSPC-SP 2 - Hand Tool Cleaning; 2024.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Shop Drawings: Indicate profiles, sizes, connection attachments, reinforcing, anchorage, size and type of fasteners, and accessories. Include erection drawings, elevations, and details where applicable.
 - 1. Indicate welded connections using standard AWS A2.4 welding symbols. Indicate net weld lengths.
 - 2. Design data: Submit drawings and supporting calculations, signed and sealed by a qualified professional structural engineer.
 - a. Include the following, as applicable:
 - 1) Design criteria.
 - 2) Engineering analysis depicting stresses and deflections.
 - 3) Member sizes and gauges.
 - 4) Details of connections.
 - 5) Support reactions.
 - 6) Bracing requirements.
- C. Welders' Qualification Statement: Welders' certificates in accordance with AWS B2.1/B2.1M and dated no more than 12 months before start of scheduled welding work.
- D. Designer's Qualification Statement.
- E. Fabricator's Qualification Statement: Provide documentation showing steel fabricator is accredited under IAS AC172.

1.05 QUALITY ASSURANCE

- A. Design fabricated items under direct supervision of a Professional Structural Engineer experienced in design of this work and licensed in the State in which the Project is located.
- B. Welder Qualifications: Welding processes and welding operators qualified in accordance with AWS D1.1/D1.1M and AWS D1.2/D1.2M and dated no more than 12 months before start of scheduled welding work.
- C. Fabricator Qualifications: A qualified steel fabricator that is accredited by IAS AC172.

PART 2 PRODUCTS

2.01 MATERIALS - STEEL

- A. Steel Tubing: ASTM A501/A501M hot-formed structural tubing.
- B. Plates: ASTM A283/A283M.
- C. Stainless Steel, General: ASTM A666/A666M, Type 304.
- D. Stainless Steel Tubing: ASTM A554, Type 304, 16 gauge, 0.0625 inch (1.59 mm) minimum metal thickness, 1-1/2 inch (38 mm) diameter.
- E. Stainless Steel Bars, Shapes and Moldings: ASTM A276/A276M, Type 304.
- F. Slotted Channel Fittings: ASTM A1011/A1011M.
- G. Mechanical Fasteners: Same material as or compatible with materials being fastened; type consistent with design and specified quality level.
- H. Bolts, Nuts, and Washers: ASTM A307, Grade A, plain.
- I. Welding Materials: AWS D1.1/D1.1M; type required for materials being welded.

- J. Shop and Touch-Up Primer: SSPC-Paint 15, complying with VOC limitations of authorities having jurisdiction.
- K. Touch-Up Primer for Galvanized Surfaces: SSPC-Paint 20, Type I - Inorganic, complying with VOC limitations of authorities having jurisdiction.

2.02 MATERIALS - ALUMINUM

- A. Extruded Aluminum: ASTM B221 (ASTM B221M), 6063 alloy, T6 temper.
- B. Sheet Aluminum: ASTM B209/B209M, 5052 alloy, H32 or H22 temper.
- C. Aluminum-Alloy Drawn Seamless Tubes: ASTM B210/B210M, 6063 alloy, T6 temper.
- D. Aluminum-Alloy Bars: ASTM B211/B211M, 6061 alloy, T6 temper.
- E. Aluminum-Alloy Sand Castings: ASTM B26/B26M.
- F. Aluminum-Alloy Die Castings: ASTM B85/B85M.
- G. Bolts, Nuts, and Washers: Stainless steel.
- H. Welding Materials: AWS D1.2/D1.2M; type required for materials being welded.

2.03 FABRICATION

- A. Fit and shop assemble items in largest practical sections, for delivery to site.
- B. Fabricate items with joints tightly fitted and secured.
- C. Grind exposed joints flush and smooth with adjacent finish surface. Make exposed joints butt tight, flush, and hairline. Ease exposed edges to small uniform radius.
- D. Furnish components required for anchorage of fabrications. Fabricate anchors and related components of same material and finish as fabrication, except where specifically noted otherwise.

2.04 DOWNSPOUT BOOTS

- A. Downspout Boots: Smooth interior without boxed corners or choke points; include integral lug slots and on-body cleanout and cover with neoprene gaskets.
 - 1. Configuration: Angular.
 - 2. Material: Cast iron; ASTM A48/A48M; casting thickness 3/8 inch (9.5 mm), minimum.
 - 3. Finish: Manufacturer's standard factory applied powder coat finish.
 - 4. Color: To be selected by Architect from manufacturer's standard range.
 - 5. Accessories: Manufacturer's standard stainless steel fasteners, stainless steel building wall anchors, and rubber coupling.

2.05 FINISHES - STEEL

- A. Prime paint steel items.
 - 1. Exceptions: Galvanize items to be embedded in concrete, items to be embedded in masonry, and items specified for field finish.
 - 2. Exceptions: Do not prime surfaces in direct contact with concrete, where field welding is required, and items to be covered with sprayed fireproofing.
- B. Prepare surfaces to be primed in accordance with SSPC-SP2.
- C. Clean surfaces of rust, scale, grease, and foreign matter prior to finishing.
- D. Prime Painting: One coat.
- E. Galvanizing of Structural Steel Members: Galvanize after fabrication to ASTM A123/A123M requirements. Provide minimum 1.7 oz/sq ft galvanized coating. (Provide minimum 530 g/sq m galvanized coating.)
- F. Galvanizing of Non-structural Items: Galvanize after fabrication to ASTM A123/A123M requirements.

2.06 FABRICATION TOLERANCES

- A. Squareness: 1/8 inch (3 mm) maximum difference in diagonal measurements.
- B. Maximum Offset Between Faces: 1/16 inch (1.5 mm).
- C. Maximum Misalignment of Adjacent Members: 1/16 inch (1.5 mm).
- D. Maximum Bow: 1/8 inch (3 mm) in 48 inches (1.2 m).
- E. Maximum Deviation From Plane: 1/16 inch (1.5 mm) in 48 inches (1.2 m).

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that field conditions are acceptable and are ready to receive work.

3.02 PREPARATION

- A. Clean and strip primed steel items to bare metal where site welding is required.
- B. Furnish setting templates to the appropriate entities for steel items required to be cast into concrete or embedded in masonry.

3.03 INSTALLATION

- A. Install items plumb and level, accurately fitted, free from distortion or defects.
- B. Provide for erection loads, and for sufficient temporary bracing to maintain true alignment until completion of erection and installation of permanent attachments.
- C. Field weld components as indicated on drawings.
- D. Perform field welding in accordance with AWS D1.1/D1.1M.
- E. Obtain approval prior to site cutting or making adjustments not scheduled.
- F. After erection, prime welds, abrasions, and surfaces not shop primed , except surfaces to be in contact with concrete.

3.04 TOLERANCES

- A. Maximum Variation From Plumb: 1/4 inch (6 mm) per story, non-cumulative.
- B. Maximum Offset From True Alignment: 1/4 inch (6 mm).
- C. Maximum Out-of-Position: 1/4 inch (6 mm).

END OF SECTION 05 5000

**SECTION 05 5133
METAL LADDERS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Shop-fabricated metal ladders.

1.02 RELATED REQUIREMENTS

- A. Section 05 5213 - Pipe and Tube Railings.
- B. Section 09 9600 - High-Performance Coatings.

1.03 REFERENCE STANDARDS

- A. ANSI A14.3 - American National Standard for Ladders -- Fixed -- Safety Requirements; 2008 (Reaffirmed 2018).
- B. ASTM A36/A36M - Standard Specification for Carbon Structural Steel; 2019.
- C. ASTM A53/A53M - Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless; 2024.
- D. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products; 2024.
- E. ASTM A283/A283M - Standard Specification for Low and Intermediate Tensile Strength Carbon Steel Plates; 2024.
- F. ASTM A307 - Standard Specification for Carbon Steel Bolts, Studs, and Threaded Rod 60 000 PSI Tensile Strength; 2021.
- G. ASTM A501/A501M - Standard Specification for Hot-Formed Welded and Seamless Carbon Steel Structural Tubing; 2021.
- H. AWS A2.4 - Standard Symbols for Welding, Brazing, and Nondestructive Examination; 2020.
- I. AWS B2.1/B2.1M - Specification for Welding Procedure and Performance Qualification; 2021, with Errata (2023).
- J. AWS D1.1/D1.1M - Structural Welding Code - Steel; 2025.
- K. AWS D1.2/D1.2M - Structural Welding Code - Aluminum; 2014, with Errata (2020).
- L. IAS AC172 - Accreditation Criteria for Fabricator Inspection Programs for Structural Steel AC172; 2019, with Editorial Revision (2025).
- M. SSPC-Paint 20 - Zinc-Rich Coating (Type I - Inorganic, and Type II - Organic); 2019.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Shop Drawings:
 - 1. Indicate profiles, sizes, connection attachments, reinforcing, anchorage, size and type of fasteners, and accessories. Include erection drawings, elevations, and details where applicable.
 - 2. Indicate welded connections using standard AWS A2.4 welding symbols. Indicate net weld lengths.
- C. Welders' Qualification Statement: Welders' certificates in accordance with AWS B2.1/B2.1M and dated no more than 12 months before start of scheduled welding work.
- D. Designer's Qualification Statement.
- E. Fabricator's Qualification Statement: Provide documentation showing steel fabricator is accredited under IAS AC172.
- F. Specimen warranty.

- G. Executed warranty.

1.05 QUALITY ASSURANCE

- A. Design ladders under direct supervision of a Professional Structural Engineer experienced in design of this work and licensed in the State in which the Project is located.
- B. Welder Qualifications: Welding processes and welding operators qualified in accordance with AWS D1.1/D1.1M and AWS D1.2/D1.2M and dated no more than 12 months before start of scheduled welding work.
- C. Fabricator Qualifications: A qualified steel fabricator that is accredited by IAS AC172.

1.06 WARRANTY

- A. See Section 01 7800 - Closeout Submittals for additional warranty requirements.
- B. Manufacturer Warranty: Provide 5-year manufacturer warranty for material and workmanship. Complete forms in Owner's name and register with manufacturer.

PART 2 PRODUCTS

2.01 MATERIALS - STEEL

- A. Steel Sections: ASTM A36/A36M.
- B. Steel Tubing: ASTM A501/A501M hot-formed structural tubing.
- C. Plates: ASTM A283/A283M.
- D. Pipe: ASTM A53/A53M, Grade B Schedule 40, black finish.
- E. Mechanical Fasteners: Same material or compatible with materials being fastened; type consistent with design and specified quality level.
- F. Bolts, Nuts, and Washers: ASTM A307, plain.
- G. Welding Materials: AWS D1.1/D1.1M; type required for materials being welded.
- H. Touch-Up Primer for Galvanized Surfaces: SSPC-Paint 20, Type I - Inorganic, complying with VOC limitations of authorities having jurisdiction.

2.02 FABRICATION

- A. Fit and shop assemble items in largest practical sections, for delivery to site.
- B. Fabricate items with joints tightly fitted and secured.
- C. Grind exposed joints flush and smooth with adjacent finish surface. Make exposed joints butt tight, flush, and hairline. Ease exposed edges to small uniform radius.
- D. Supply components required for anchorage of fabrications. Fabricate anchors and related components of same material and finish as fabrication, except where specifically noted otherwise.

2.03 FABRICATED LADDERS

- A. Ladders: Steel; in compliance with ANSI A14.3; with mounting brackets and attachments; galvanized finish.
 - 1. Side Rails: 3/8 by 2 inches (9 by 50 mm) members spaced at 20 inches (500 mm).
 - 2. Rungs: One inch (25 mm) diameter solid round bar spaced 12 inches (300 mm) on center.
 - 3. Space rungs 7 inches (175 mm) from wall surface.
 - 4. Sheet steel hinged and lockable security cover, where indicated on drawings.

2.04 FINISHES - STEEL

- A. Prime Painting: One coat.
- B. Galvanizing of Structural Steel Members: Galvanize after fabrication to ASTM A123/A123M requirements. Provide minimum 1.7 oz/sq ft galvanized coating. (Provide minimum 530 g/sq m galvanized coating.)

2.05 FABRICATION TOLERANCES

- A. Squareness: 1/8 inch (3 mm) maximum difference in diagonal measurements.
- B. Maximum Offset Between Faces: 1/16 inch (1.5 mm).
- C. Maximum Misalignment of Adjacent Members: 1/16 inch (1.5 mm).
- D. Maximum Bow: 1/8 inch (3 mm) in 48 inches (1.2 m).
- E. Maximum Deviation From Plane: 1/16 inch (1.5 mm) in 48 inches (1.2 m).

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that field conditions are acceptable and are ready to receive work.

3.02 PREPARATION

- A. Clean and strip primed steel items to bare metal where site welding is required.
- B. Supply setting templates to the appropriate entities for steel items required to be cast into concrete or embedded in masonry.

3.03 INSTALLATION

- A. Install items plumb and level, accurately fitted, free from distortion or defects.
- B. Provide for erection loads, and for sufficient temporary bracing to maintain true alignment until completion of erection and installation of permanent attachments.
- C. Obtain approval prior to site cutting or making adjustments not scheduled.

3.04 TOLERANCES

- A. Maximum Variation From Plumb: 1/4 inch (6 mm) per story, non-cumulative.
- B. Maximum Offset From True Alignment: 1/4 inch (6 mm).
- C. Maximum Out-of-Position: 1/4 inch (6 mm).

END OF SECTION 05 5133

NOT FOR BIDDING PURPOSES

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**SECTION 05 5213
PIPE AND TUBE RAILINGS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Roof mounted fall protection guardrails

1.02 RELATED REQUIREMENTS

- A. Section 06 1000 - Rough Carpentry, for wood blocking.
- B. Section 07 5323 - EPDM Membrane Roofing.
- C. Section 07 6200 - Sheet Metal Flashing and Trim.
- D. Section 07 7100 - Roof Specialties
- E. Section 07 7123 - Manufactured Gutters and Downspouts
- F. Section 07 7200 - Roof Accessories
- G. Section 09 9600 - High-Performance Coatings.

1.03 REFERENCE STANDARDS

- A. AISC 207 - Standard for Certification Programs; 2025.
- B. ASTM A53/A53M - Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless; 2024.
- C. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products; 2024.
- D. ASTM A500/A500M - Standard Specification for Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes; 2023.
- E. ASTM E935 - Standard Test Methods for Performance of Permanent Metal Railing Systems and Rails for Buildings; 2021.
- F. ASTM E985 - Standard Specification for Permanent Metal Railing Systems and Rails for Buildings; 2024.
- G. AWS A2.4 - Standard Symbols for Welding, Brazing, and Nondestructive Examination; 2020.
- H. AWS B2.1/B2.1M - Specification for Welding Procedure and Performance Qualification; 2021, with Errata (2023).
- I. AWS C3.5M/C3.5 - Specification for Induction Brazing; 2026.
- J. AWS C3.9M/C3.9 - Specification for Resistance Brazing; 2020.
- K. AWS C3.4M/C3.4 - Specification for Torch Brazing; 2026.
- L. AWS D1.1/D1.1M - Structural Welding Code - Steel; 2025.
- M. AWS D1.6/D1.6M - Structural Welding Code - Stainless Steel; 2017, with Amendment (2021).
- N. SSPC-Paint 20 - Zinc-Rich Coating (Type I - Inorganic, and Type II - Organic); 2019.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Shop Drawings: Indicate profiles, sizes, connection attachments, anchorage, size and type of fasteners, and accessories.
 - 1. Indicate welded connections using standard AWS A2.4 welding symbols. Indicate net weld lengths.
 - 2. Include the design engineer's seal and signature on each sheet of shop drawings.
- C. Samples: Submit two, 12 inch (304.8 mm) long samples of handrail. Submit two samples of elbow, wall bracket, and end stop.

- D. Welders' Qualification Statement: Welders' certificates in accordance with AWS B2.1/B2.1M and dated within the previous 12 months.
- E. Designer's Qualification Statement.
- F. Fabricator's Qualification Statement.

1.05 QUALITY ASSURANCE

- A. Structural Designer Qualifications: Professional Structural Engineer experienced in design of this work and licensed in the State in which the Project is located, or personnel under direct supervision of such an engineer.
- B. Welder Qualifications: Welding processes and welding operators qualified within previous 12 months.
- C. Fabricator Qualifications:
 - 1. A qualified steel fabricator that is certified by the American Institute for Steel Construction (AISC) under AISC 207.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Handrails and Railings:
 - 1. Alumi-Guard: www.alumi-guard.com/#sle.
 - 2. ATR Technologies Inc: <http://www.atr-technologies.com/#sle>.
 - 3. Avcon Railing Systems: www.avcon.com/#sle.
 - 4. EDGE Fall Protection: www.edgefallprotection.com/#sle.
 - 5. Garlock Safety Systems: www.garlocksafety.com/#sle.
 - 6. Greco Aluminum Railings: www.grecoaluminums.com/#sle.
 - 7. Kane Innovations: www.kaneinnovations.com/#sle.
 - 8. Kee Safety, Inc: www.keesafety.com/#sle.
 - 9. Patriot Custom Metals DBA PalmSHIELD: www.palmshieldlouvers.com/#sle.
 - 10. SLIPNOT Metal Safety Flooring: www.slipnot.com/#sle.
 - 11. SpaceGuard Products: www.spaceguardproducts.com/#sle.
 - 12. Superior Aluminum Products, Inc: www.superioraluminum.com/#sle.
 - 13. The Wagner Companies: www.wagnercompanies.com/#sle.
 - 14. Ultra Aluminum Manufacturing, Inc: www.ultrafence.com/#sle.
 - 15. Worthington Millwork LLC: www.worthingtonmillwork.com/#sle.
 - 16. YellowGate, a SixAxis company: www.yellowgate.com/#sle.
 - 17. Substitutions: See Section 01 6000 - Product Requirements.

2.02 RAILINGS - GENERAL REQUIREMENTS

- A. Design, fabricate, and test railing assemblies in accordance with the most stringent requirements of applicable local code.
- B. Comply with ASTM E985.
- C. Distributed Loads: Design railing assembly, wall rails, and attachments to resist distributed force of 75 pounds per linear foot (1095 N/m) applied to the top of the assembly and in any direction, without damage or permanent set. Test in accordance with ASTM E935
- D. Concentrated Loads: Design railing assembly, wall rails, and attachments to resist a concentrated force of 200 pounds (890 N) applied at any point on the top of the assembly and in any direction, without damage or permanent set. Test in accordance with ASTM E935
- E. Allow for expansion and contraction of members and building movement without damage to connections or members.
- F. Dimensions: See drawings for configurations and heights.
 - 1. Top Rails and Wall Rails: 1-1/2 inches (38 mm) diameter, round.
 - 2. Intermediate Rails: 1-1/2 inches (38 mm) diameter, round.
 - 3. Posts: 1-1/2 inches (38 mm) diameter, round.

4. Balusters: 1/2 inch (12 mm) square solid bar.
- G. Provide anchors and other components as required to attach to structure, made of same materials as railing components unless otherwise indicated; where exposed fasteners are unavoidable provide flush countersunk fasteners.
 1. For anchorage to concrete, provide inserts to be cast into concrete, for bolting anchors.
 2. For anchorage to masonry, provide brackets to be embedded in masonry, for bolting anchors.
 3. For anchorage to stud walls, provide backing plates, for bolting anchors.
 4. Posts: Provide adjustable flanged brackets.
- H. Provide welding fittings to join lengths, seal open ends, and conceal exposed mounting bolts and nuts, including but not limited to elbows, T-shapes, splice connectors, flanges, escutcheons, and wall brackets.
- I. Welded and Brazed Joints: Make visible joints butt tight, flush, and hairline; use methods that avoid discoloration and damage of finish; grind smooth, polish, and restore to required finish.
 1. Ease exposed edges to a small uniform radius.
 2. Welded Joints:
 - a. Carbon Steel: Perform welding in accordance with AWS D1.1/D1.1M.
 - b. Stainless Steel: Perform welding in accordance with AWS D1.6/D1.6M.
 3. Brass/Bronze Brazed Joints:
 - a. Perform torch brazing in accordance with AWS C3.4M/C3.4.
 - b. Perform induction brazing in accordance with AWS C3.5M/C 3.5.
 - c. Perform resistance brazing in accordance with AWS C3.9M/C3.9.

2.03 STEEL RAILING SYSTEM

- A. Steel Tube: ASTM A500/A500M Grade B cold-formed structural tubing.
- B. Steel Pipe: ASTM A53/A53M Grade B Schedule 80, galvanized finish.
- C. Welding Fittings: Factory- or shop-welded from matching pipe or tube; seams continuously welded; joints and seams ground smooth.
- D. Galvanizing: In accordance with requirements of ASTM A123/A123M.
 1. Touch-Up Primer for Galvanized Surfaces: SSPC-Paint 20 Type I - Inorganic.

2.04 FABRICATION

- A. Accurately form components to suit specific project conditions and for proper connection to building structure.
- B. Fit and shop assemble components in largest practical sizes for delivery to site.
- C. Fabricate components with joints tightly fitted and secured. Provide spigots and sleeves to accommodate site assembly and installation.
- D. Welded Joints:
 1. Exterior Components: Continuously seal joined pieces by intermittent welds and plastic filler. Drill condensate drainage holes at bottom of members at locations that will not encourage water intrusion.
 2. Interior Components: Continuously seal joined pieces by intermittent welds and plastic filler.
 3. Grind exposed joints flush and smooth with adjacent finish surface. Make exposed joints butt tight, flush, and hairline. Ease exposed edges to small uniform radius.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that field conditions are acceptable and are ready to receive work.

3.02 PREPARATION

- A. Clean and strip primed steel items to bare metal where site welding is required.

- B. Supply items required to be cast into concrete or embedded in masonry with setting templates, for installation as work of other sections.

3.03 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Install components plumb and level, accurately fitted, free from distortion or defects, with tight joints.
- C. Anchor railings securely to structure.
- D. Conceal anchor bolts and screws whenever possible. Where not concealed, use flush countersunk fastenings.

3.04 TOLERANCES

- A. Maximum Variation From Plumb: 1/4 inch (6 mm) per floor level, non-cumulative.
- B. Maximum Offset From True Alignment: 1/4 inch (6 mm).
- C. Maximum Out-of-Position: 1/4 inch (6 mm).

END OF SECTION 05 5213

**SECTION 06 1000
ROUGH CARPENTRY**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Nonstructural dimension lumber framing.
- B. Roof-mounted curbs.
- C. Roofing nailers.
- D. Roofing cant strips.
- E. Preservative treated wood materials.
- F. Fire retardant treated wood materials.
- G. Miscellaneous framing and sheathing.
- H. Concealed wood blocking, nailers, and supports.
- I. Miscellaneous wood nailers, furring, and grounds.

1.02 RELATED REQUIREMENTS

- A. Section 05 5000 - Metal Fabrications: Miscellaneous steel connectors and support angles for wood framing.
- B. Section 07 7200 - Roof Accessories: Prefabricated roof curbs.

1.03 REFERENCE STANDARDS

- A. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware; 2023.
- B. ASTM B695 - Standard Specification for Coatings of Zinc Mechanically Deposited on Iron and Steel; 2021.
- C. ASTM C557 - Standard Specification for Adhesives for Fastening Gypsum Wallboard to Wood Framing; 2003 (Reapproved 2026).
- D. ASTM C1002 - Standard Specification for Steel Self-Piercing Tapping Screws for Application of Gypsum Panel Products or Metal Plaster Bases to Wood Studs or Steel Studs; 2022.
- E. ASTM D2898 - Standard Practice for Accelerated Weathering of Fire-Retardant-Treated Wood for Fire Testing; 2010 (Reapproved 2024).
- F. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2026.
- G. AWPA M4 - Standard for the Handling, Storage, Field Fabrication and Field Treatment of Preservative-Treated Wood Products; 2023.
- H. AWPA U1 - Use Category System: User Specification for Treated Wood; 2025.
- I. ICC (IBC) - International Building Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- J. ITS (DIR) - Directory of Listed Products; Current Edition.
- K. NELMA (SGR) - Standard Grading Rules for Northeastern Lumber; 2024.
- L. PS 1 - Structural Plywood; 2023.
- M. PS 2 - Performance Standard for Wood Structural Panels; 2019.
- N. PS 20 - American Softwood Lumber Standard; 2025.
- O. UL (DIR) - Online Certifications Directory; Current Edition.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements for submittal procedures.

- B. Product Data: Submit technical data on wood treatment.
- C. Manufacturer's Certificate: Certify that wood products supplied for rough carpentry meet or exceed specified requirements.
- D. Warranty Documentation: Submit manufacturer warranty and ensure that forms have been completed in Owner's name and registered with manufacturer.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. General: Cover wood products to protect against moisture. Support stacked products to prevent deformation and to allow air circulation.
- B. Fire Retardant Treated Wood: Prevent exposure to precipitation during shipping, storage, and installation.

1.06 WARRANTY

- A. See Section 01 7800 - Closeout Submittals for additional warranty requirements.
- B. Manufacturer Warranty: Provide 2-year manufacturer warranty for materials and workmanship commencing on Date of Substantial Completion.
- C. Extended Correction Period: Correct defective work within 2-year period commencing on Date of Substantial Completion.

PART 2 PRODUCTS

2.01 GENERAL REQUIREMENTS

- A. Dimension Lumber: Comply with PS 20 and requirements of specified grading agencies.
 - 1. Species: Douglas Fir-Larch, unless otherwise indicated.
 - 2. If no species is specified, provide species graded by the agency specified; if no grading agency is specified, provide lumber graded by grading agency meeting the specified requirements.
 - 3. Grading Agency: Grading agency whose rules are approved by the Board of Review, American Lumber Standard Committee at www.alsc.org, and who provides grading service for the species and grade specified; provide lumber stamped with grade mark unless otherwise indicated.
 - 4. Lumber of other species or grades is acceptable provided structural and appearance characteristics are equivalent to or better than products specified.
- B. Provide sustainably harvested wood; see Section 01 6000 - Product Requirements for requirements.

2.02 DIMENSION LUMBER FOR CONCEALED APPLICATIONS

- A. Grading Agency: Northeastern Lumber Manufacturers Association; NELMA (SGR).
- B. Sizes: Nominal sizes as indicated on drawings, S4S.
- C. Moisture Content: S-dry or MC19.
- D. Miscellaneous Framing, Blocking, Nailers, Grounds, and Furring:
 - 1. Lumber: S4S, No. 2 or Standard Grade.
 - 2. Boards: Standard or No. 3.

2.03 CONSTRUCTION PANELS

- A. Wall Sheathing: PS 2 type.
 - 1. Bond Classification: Exterior.
 - 2. Grade: Structural I Sheathing.
 - 3. Span Rating: 24.
 - 4. Performance Category: 5/16 PERF CAT.
 - 5. Edge Profile: Square edge.
- B. Other Applications:

1. Plywood Concealed From View But Located Within Exterior Enclosure: PS 1, C-C Plugged or better, Exterior grade.
2. Plywood Exposed to View But Not Exposed to Weather: PS 1, A-D, or better.
3. Other Locations: PS 1, C-D Plugged or better.

2.04 FIRE-RETARDANT TREATMENT (FRT)

- A. Products:
 1. Arxada: www.arxada.com/#sle.
 2. Arxada: www.arxada.com/#sle.
 3. Hoover Treated Wood Products, Inc: www.frtw.com/#sle.
 4. Koppers, Inc: www.koppersperformancechemicals.com/#sle.
 5. T2EARTH, LLC: www.t2earth.com/#sle.
 6. UFP Industries: www.ufpi.com/#sle.
 7. Viance, LLC: www.treatedwood.com/#sle.
 8. Substitutions: See Section 01 6000 - Product Requirements.
- B. Factory-treat wood members in accordance with AWPA U1 and use category indicated.
- C. Kiln-dry after treatment (KDAT) to maximum moisture content of 19 percent for sawn material and 15 percent for plywood.
- D. Fabrication of FRT Wood:
 1. Ripping or milling of boards, lumber, and timber after treatment is not permitted.
 2. Field cutting to length and drilling of holes in boards, lumber, and timber are permitted without additional treatment.
 3. Field cutting and drilling of holes in plywood are permitted.
- E. Label or brand FRT wood with classification mark of UL (DIR) or ITS (DIR) or other approved inspection agency, the treatment plant, name of treatment, species of wood, flame spread and smoke developed index, method of drying after treatment, and treating standard.

2.05 PRESSURE-PRESERVATIVE TREATMENT (PPT)

- A. Manufacturers:
 1. Arxada: www.arxada.com/#sle.
 2. Koppers Performance Chemicals, Inc: www.koppersperformancechemicals.com/#sle.
 3. Viance, LLC: www.treatedwood.com/#sle.
 4. Substitutions: See Section 01 6000 - Product Requirements.
- B. Factory-treat wood members in accordance with AWPA U1 and use category indicated.
- C. Kiln-dry wood after treatment with waterborne preservative to maximum moisture content of 19 percent for lumber and 15 percent for plywood.
- D. Fabricate to maximum extent possible before treatment.
- E. Label preservative-treated wood with marking as required by AWPA U1 and ICC (IBC). Unless otherwise permitted by standard U1 and building code, include the following markings: AWPA U1, accredited inspection agency mark, treating plant identification, type of preservative, preservative retention, and permitted end use.
- F. Field Treatment for Cuts and Holes in Preservative-Treated Wood: Comply with AWPA M4.

2.06 ACCESSORIES

- A. Metal and Finish of Fasteners:
 1. Fire-Retardant-Treated Wood:
 - a. Nails, timber rivets, wood screws, and lag screws: Hot-dip galvanized steel complying with ASTM A153/A153M Class D.
 - b. Fasteners other than staples, nails, timber rivets, wood screws, and lag screws: Mechanically deposited zinc-coated steel, ASTM B695 Class 55 or better.
 2. Preservative-Treated Wood:

- a. Nails, timber rivets, wood screws, and lag screws - general use: Hot-dip galvanized steel complying with ASTM A153/A153M Class D.
- b. Fasteners other than staples, nails, timber rivets, wood screws, and lag screws: Mechanically deposited zinc-coated steel, ASTM B695 Class 55 or better.
3. Untreated Wood: Unfinished steel.
4. Masonry Anchors: Toggle bolt type for anchorage to hollow masonry.
- B. Anchors: Toggle bolt type for anchorage to hollow masonry.
- C. General Purpose Construction Adhesives: Comply with ASTM C557.

2.07 FACTORY WOOD TREATMENT

- A. Treated Lumber and Plywood: Comply with requirements of AWWA U1 - Use Category System for wood treatments determined by use categories, expected service conditions, and specific applications.
 1. Fire-Retardant Treated Wood: Mark each piece of wood with producer's stamp indicating compliance with specified requirements.
 2. Preservative-Treated Wood: Provide lumber and plywood marked or stamped by an ALSC-accredited testing agency, certifying level and type of treatment in accordance with AWWA standards.
- B. Fire Retardant Treatment:
 1. Products:
 - a. Lonza Group: www.wolmanizedwood.com/#sle.
 - b. Hoover Treated Wood Products, Inc: www.frtw.com/#sle.
 - c. T2EARTH, LLC: www.t2earth.com/#sle.
 - d. UFP Industries: www.ufpi.com/#sle.
 - e. Substitutions: See Section 01 6000 - Product Requirements.
 2. Exterior Type: AWWA U1, Category UCFB, Commodity Specification H, chemically treated and pressure impregnated; capable of providing a maximum flame spread index of 25 when tested in accordance with ASTM E84, with no evidence of significant combustion when test is extended for an additional 20 minutes both before and after accelerated weathering test performed in accordance with ASTM D2898.
 - a. Kiln dry wood after treatment to a maximum moisture content of 19 percent for lumber and 15 percent for plywood.
 - b. Do not use treated wood in direct contact with the ground.
 3. Interior Type A: AWWA U1, Use Category UCFA, Commodity Specification H, low temperature (low hygroscopic) type, chemically treated and pressure impregnated; capable of providing a maximum flame spread index of 25 when tested in accordance with ASTM E84, with no evidence of significant combustion when test is extended for an additional 20 minutes.
 - a. Kiln dry wood after treatment to a maximum moisture content of 19 percent for lumber and 15 percent for plywood.
 - b. Interior rough carpentry items are to be fire retardant treated.
 - c. Treat rough carpentry items as indicated .
 - d. Do not use treated wood in applications exposed to weather or where the wood may become wet.
- C. Preservative Treatment:
 1. Products:
 - a. Lonza Group: www.wolmanizedwood.com/#sle.
 - b. Koppers Performance Chemicals, Inc: www.koppersperformancechemicals.com/#sle.
 - c. Viance, LLC: www.treatedwood.com/#sle.
 - d. Substitutions: See Section 01 6000 - Product Requirements.
 2. Preservative Pressure Treatment of Lumber Above Grade: AWWA U1, Use Category UC3B, Commodity Specification A using waterborne preservative.

- a. Kiln dry lumber after treatment to maximum moisture content of 19 percent.
 - b. Treat lumber exposed to weather.
 - c. Treat lumber in contact with roofing, flashing, or waterproofing.
 - d. Treat lumber in contact with masonry or concrete.
 - e. Treat lumber less than 18 inches (450 mm) above grade.
 - f. Treat lumber in other locations as indicated.
3. Preservative Pressure Treatment of Plywood Above Grade: AWP A U1, Use Category UC2 and UC3B, Commodity Specification F using waterborne preservative.
 - a. Kiln dry plywood after treatment to maximum moisture content of 19 percent.
 - b. Treat plywood in contact with roofing, flashing, or waterproofing.
 - c. Treat plywood in contact with masonry or concrete.
 - d. Treat plywood less than 18 inches (450 mm) above grade.
 - e. Treat plywood in other locations as indicated.
 4. Preservative Pressure Treatment of Lumber in Contact with Soil: AWP A U1, Use Category UC4A, Commodity Specification A using waterborne preservative.
 - a. Preservative for Field Application to Cut Surfaces: As recommended by manufacturer of factory treatment chemicals for brush-application in the field.
 - b. Restrictions: Do not use lumber or plywood treated with chromated copper arsenate (CCA) in exposed exterior applications subject to leaching.

PART 3 EXECUTION

3.01 PREPARATION

- A. Where wood framing bears on cementitious foundations, install full width sill flashing continuous over top of foundation, lap ends of flashing minimum of 4 inches (100 mm) and seal.
- B. Coordinate installation of rough carpentry members specified in other sections.

3.02 INSTALLATION - GENERAL

- A. Select material sizes to minimize waste.
- B. Reuse scrap to the greatest extent possible; clearly separate scrap for use on site as accessory components, including: shims, bracing, and blocking.
- C. Where treated wood is used on interior, provide temporary ventilation during and immediately after installation sufficient to remove indoor air contaminants.

3.03 BLOCKING, NAILERS, AND SUPPORTS

- A. Provide framing and blocking members as indicated or as required to support finishes, fixtures, specialty items, and trim.
- B. In framed assemblies that have concealed spaces, provide solid wood fireblocking as required by applicable local code, to close concealed draft openings between floors and between top story and roof/attic space; other material acceptable to authorities having jurisdiction may be used in lieu of solid wood blocking.
- C. In metal stud walls, provide continuous blocking around door and window openings for anchorage of frames, securely attached to stud framing.
- D. In walls, provide blocking attached to studs as backing and support for wall-mounted items, unless item can be securely fastened to two or more studs or other method of support is explicitly indicated.
- E. Where ceiling-mounting is indicated, provide blocking and supplementary supports above ceiling, unless other method of support is explicitly indicated.
- F. Provide nonstructural framing and blocking to support the following:
 1. Handrails.
 2. Wall-mounted door stops.
 3. Chalkboards and marker boards.

4. Wall paneling and trim.
5. Joints of rigid wall coverings that occur between studs.
6. Other wall- or ceiling-mounted items indicated on drawings.

3.04 ROOF-RELATED CARPENTRY

- A. Coordinate installation of roofing carpentry with deck construction, framing of roof openings, and roofing assembly installation.
- B. Provide wood curb at each roof opening except where prefabricated curbs are specified and where specifically indicated otherwise; form corners by alternating lapping side members.

3.05 INSTALLATION OF CONSTRUCTION PANELS

- A. Wall Sheathing: Secure with long dimension perpendicular to wall studs, with ends over firm bearing and staggered, using nails, screws, or staples.

3.06 TOLERANCES

- A. Framing Members: 1/4 inch (6 mm) from true position, maximum.
- B. Surface Flatness of Floor: 1/8 inch in 10 feet (1 mm/m) maximum, and 1/4 inch in 30 feet (7 mm in 10 m) maximum.
- C. Variation from Plane, Other than Floors: 1/4 inch in 10 feet (2 mm/m) maximum, and 1/4 inch in 30 feet (7 mm in 10 m) maximum.

3.07 FIELD QUALITY CONTROL

- A. See Section 01 4000 - QUALITY REQUIREMENTS for additional requirements.

3.08 CLEANING

- A. Waste Disposal: See Section 01 7419 - Construction Waste Management and Disposal.
 1. Comply with applicable regulations.
 2. Do not burn scrap on project site.
 3. Do not burn scraps that have been pressure treated.
 4. Do not send materials treated with pentachlorophenol, CCA, or ACA to co-generation facilities or "waste-to-energy" facilities.
- B. Do not leave wood, shavings, sawdust, etc. on the ground or buried in fill.
- C. Prevent sawdust and wood shavings from entering the storm drainage system.

END OF SECTION 06 1000

**SECTION 07 0150.19
PREPARATION FOR RE-ROOFING**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Replacement of existing roofing system in preparation for entire new roofing system.
- B. Removal of existing flashing and counterflashings.
- C. Temporary roofing protection.

1.02 RELATED REQUIREMENTS

- A. Section 073100 - Steel Decking: Deck surfacing.
- B. Section 07 5216 Modified Bitumin Roofing (Alternate 01).
- C. Section 075323 - EPDM Thermoset Single-Ply Roofing.
- D. Section 07 6200 - Sheet Metal Flashing and Trim: Replacement of flashing and counterflashings.

1.03 REFERENCE STANDARDS

1.04 ADMINISTRATIVE REQUIREMENTS

- A. Coordinate with affected mechanical and electrical work associated with roof penetrations.
- B. Preinstallation Meeting: Convene one week before starting work of this section.
 - 1. Attendees:
 - a. Architect.
 - b. Contractor.
 - c. Owner.
 - d. Installer.
 - e. Roofing system manufacturer's field representative.
 - f. Inspection and Testing Agency Representatives.
 - 2. Meeting Agenda: Provide agenda to participants prior to meeting in preparation for discussions on the following:
 - a. Removal and installation schedule.
 - b. Necessary preparatory work.
 - c. Protection before, during, and after roofing system installation.
 - d. Removal of existing roofing system.
 - e. Installation of new roofing system.
 - f. Temporary roofing and daily terminations.
 - g. Transitions and connection to and with other work.
 - h. Inspections and testing of installed systems.
- C. Schedule work to coincide with commencement of installation of new roofing system.

1.05 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements for submittal procedures.
- B. Product Data: Submit for each type of material.
- C. Shop Drawings: Indicate size, configuration, and installation details.
- D. Preconstruction Test Reports.
- E. Materials Removal Company Qualification Statement.
- F. Installer's Qualification Statement.
- G. Preconstruction Testing Agency Qualification Statement.

1.06 QUALITY ASSURANCE

- A. Materials Removal Company Qualifications: Company specializing in performing work of type specified with at least three years of documented experience.
 - 1. Comply with EPA notification regulations prior to start of roofing removal work.
 - 2. Comply with removal and disposal regulations of local authorities having jurisdiction (AHJ).
- B. Installer Qualifications: Company specializing in performing work of the type specified and with at least three years of documented experience.
 - 1. When same installer as new roofing system, comply with related requirements of section indicated for new roofing system.
 - 2. Approved by existing roofing system warrantor to work on existing warranted roof system.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. See Section 01 7419 - Construction Waste Management and Disposal for packaging waste requirements.
- B. Ensure storage and staging of materials does not exceed static and dynamic load-bearing capacities of roof decking.

1.08 FIELD CONDITIONS

- A. Existing Roofing System: EPDM single-ply roofing.
- B. Do not remove existing roofing membrane when weather conditions threaten the integrity of building contents or intended continued occupancy.
- C. Maintain continuous temporary protection prior to and during installation of new roofing system.
- D. Provide notice at least three days before starting activities that will affect normal building operations.
- E. Verify that occupants have been evacuated from building areas when work on structurally impaired roof decking is scheduled to begin.
- F. Owner will occupy building areas directly below re-roofing area.
 - 1. Provide Owner with at least 48 hours written notice of roofing activities that may affect their operations and to allow them to prepare for upcoming activities as necessary.
 - 2. Do not disrupt Owner's operations or activities.
 - 3. Maintain access of Owner's personnel to corridors, existing walkways, and adjacent buildings.

1.09 WARRANTY

- A. See Section 01 7800 - Closeout Submittals for additional warranty requirements.
- B. Existing Warranties: Perform this work using methods and materials that will maintain existing roof system warranties.
 - 1. Notify existing roof system warrantor prior to starting this work and obtain written instructions for procedures necessary to maintain this existing warranty.
 - 2. Upon completion of this work, notify warrantor of reroofing completion and obtain documentation to verify that existing roofing system has been inspected and warranty is still in effect.
 - a. Submit documentation upon project closeout.

PART 2 PRODUCTS

2.01 COMPONENTS

- A. See the following sections for additional information on components relating to this work:
 - 1. Replacement and removal of existing roofing system in preparation for entire new roofing system, see Section 075323.
 - 2. Remove existing flashing and counterflashings in preparation for replacement of these materials as part of this work, see Section 07 6200 for material requirements.

2.02 MATERIALS

- A. Patching Materials: Provide necessary materials in accordance with requirements of existing roofing system.
- B. Temporary Roofing Protection Materials:
 - 1. Contractor's responsibility to select appropriate materials for temporary protection of roofing areas as determined necessary for this work.

2.03 ACCESSORIES

- A. Fasteners: Type and size as required and compatible with existing and new roofing system to resist local wind uplift.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that existing roof surface has been cleared of materials being removed from existing roofing system and ready for next phase of work as required.

3.02 PREPARATION

- A. Sweep roof surface clean of loose matter.
- B. Remove loose refuse and dispose of properly off-site.

3.03 MATERIAL REMOVAL

- A. Remove only existing roofing materials that can be replaced with new materials the same day.
- B. Remove metal counter flashings.
- C. Scrape roofing gravel from membrane surface.
- D. Remove roofing membrane, perimeter base flashings, flashings around roof protrusions, pitch pans and pockets and insulation vents.
- E. Cut and lay flat any membrane blisters.
- F. Remove insulation and fasteners, cant strips, and blocking.
- G. Remove vapor retarder, sheathing paper, and underlay.

3.04 INSTALLATION

- A. Coordinate scope of this work with requirements for installation of new roofing system, see Section 07 5100 for additional requirements.

3.05 FIELD QUALITY CONTROL

- A. Independent agency inspection and testing will be provided under provisions of Section 01 4000.
- B. Inspection firm will identify the exact limits to material removal.

3.06 PROTECTION

- A. Provide protection of existing roofing system that is not having work performed on it.
- B. Provide temporary protective sheeting over uncovered deck surfaces.
- C. Turn sheeting up and over parapets and curbing. Retain sheeting in position with weights.
- D. Provide for surface drainage from sheeting to existing drainage facilities.
- E. Do not permit traffic over unprotected or repaired deck surface.

3.07 SCHEDULES

- A. Entire Roofing Area: Remove existing roofing gravel, perimeter flashings, base flashings, counter flashings, vent stack flashings, roofing membrane, insulation, and vapor retarder.
- B. Remove and reinstall roof mounted mechanical equipment and electrical equipment.

END OF SECTION 07 0150.19

NOT FOR BIDDING PURPOSES

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SECTION 07 5216
MODIFIED BITUMEN ROOFING – TORCH APPLIED (ALTERNATE 01)

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.
- B. Base Bid Roof System: The Contractor will use the system described under Part 2 product section ensure the physical characteristics of the submitted product meet the requirements of the specification.

1.02 REFERENCE STANDARDS

- A. ASCE 7-10 - Minimum Design Loads and Associated Criteria for Buildings and Other Structures; 2010.
- B. ASTM C1289 - Standard Specification for Faced Rigid Cellular Polyisocyanurate Thermal Insulation Board; 2025.
- C. ASTM D1079 - Standard Terminology Relating to Roofing and Waterproofing; 2026a.
- D. ASTM E108 - Standard Test Methods for Fire Tests of Roof Coverings; 2025.
- E. FM 4470 - Examination Standard for Single-Ply, Polymer-Modified Bitumen Sheet, Built-Up Roof (BUR) and Liquid Applied Roof Assemblies for Use in Class 1 and Noncombustible Roof Deck Construction; 2022.

1.03 SUMMARY

- A. This Section includes the following description of one roof system to be installed on different building sections.
 - 1. Demolition of the existing roof systems.
 - 2. Mechanically attach base layer of 2.6" polyisocyanurate insulation to metal deck with a second layer of 2.6" of polyisocyanurate insulation, crickets, and a ½" Securock cover board adhered in insulation adhesive.
 - 3. Modified bituminous roof system consisting of a torch applied base sheet with a SBS torch applied mineral surfaced modified cap sheet
 - 4. Provide a fire watch for 2 hours following the use of a roofing torch.
 - 5. Two ply roof flashings and sheet metal as specified.

1.04 DEFINITIONS

- A. Roofing Terminology: Refer to ASTM D1079 for definitions of terms related to roofing work not otherwise defined in this Section.

1.05 PERFORMANCE REQUIREMENTS

- A. General: Install a watertight, modified bituminous membrane roofing and base flashing system with compatible components that will not permit the passage of liquid water and will withstand wind loads, thermally induced movement, and exposure to weather without failure.

1.06 1.5 SUBMITTALS

- A. Product Data: For each type of roofing product specified. Include data substantiating that materials comply with requirements.
- B. Shop Drawings: Include plans, sections, details, and attachments to other work, for the following:
 - 1. Base flashings, cants, and membrane terminations.
 - 2. Crickets and tapered edge strips, including slopes.
- C. Samples for Verification: Of the following products:
 - 1. 12-by-12-inch (300-by-300-mm) square of modified bituminous, smooth-surfaced cap sheet and all base sheets.

2. 12-by-12-inch (300-by-300-mm) square of roofing insulation.
 3. 12-by-12-inch (300-by-300-mm) square of walkway pads.
 4. 6 insulation fasteners of each type, length, and finish.
 5. Flashing and counter flashing.
- D. Installer Certificates: Signed by roofing system manufacturer certifying that Installer is approved, authorized, or licensed by manufacturer to install specified roofing system and is eligible to receive the no dollar limit roofing manufacturer's warranty.
- E. Manufacturer Certificates: Signed by roofing system manufacturer certifying that the roofing system complies with requirements specified in the "Performance Requirements" Article. Upon request, submit evidence of complying with requirements.
- F. Qualification Data: For firms and persons specified in the "Quality Assurance" Article to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.
- G. Product Test Reports: Based on evaluation of tests performed by manufacturer and witnessed by a qualified independent testing agency, indicate compliance of components of roofing system with requirements based on comprehensive testing of current product compositions.
1. Indicate compliance of bulk roofing asphalt materials delivered to Project with requirements. Include quantity and statistical and descriptive data for each product. Submit certificate with each load before it is used.
 2. Include continuous log showing time and temperature for each load of bulk bitumen, indicating date obtained from manufacturer, where held, and how transported before final heating and application on roof.
- H. Research/Evaluation Reports: Evidence of roofing system's compliance with building code in effect for Project from a model code organization acceptable to authorities having jurisdiction.
- I. Maintenance Data: For roofing system to include in the maintenance manuals specified in Division 1.
- J. Warranty: Sample copy of roofing manufacturer's warranty stating obligations, remedies, limitations, and exclusions of warranty.
- K. Inspection Report: Copy of roofing system manufacturer's inspection report of completed roof installation.
- L. Fall Protection plan with proof of compliance with OSHA. A fall protection plan must be submitted prior to starting.

1.07 QUALITY ASSURANCE

- A. Installer Qualifications: Engage an experienced installer to perform Work of this Section who has specialized in installing roofing similar to that required for this Project; who is approved, authorized, or licensed by the roofing system manufacturer to install manufacturer's product; and who is eligible to receive the no dollar limit roofing manufacturer's warranty.
- B. Fire-Test-Response Characteristics: Provide roofing materials with the fire-test-response characteristics indicated as determined by testing identical products per test method indicated below by UL, FM, or another testing and inspecting agency acceptable to authorities having jurisdiction. Identify materials with appropriate markings of applicable testing and inspecting agency.
1. Exterior Fire-Test Exposure: Class A; complying with ASTM E108, for application and slopes indicated. (Fire rated sheet).
- C. Preliminary Roofing Conference: Before starting roof demolition, conduct conference at Project site. Meet with the same participants and review the same items listed for the pre-installation conference. In addition, review status of submittals and coordination of work related to roof construction. Notify participants at least 5 working days before conference.

- D. Pre-installation Conference: Before installing roofing system, conduct conference at Project site to comply with requirements of Division 1 Section "Project Meetings." Notify participants at least 5 working days before conference.
1. Meet with Owner; Architect; Owner's insurer, if applicable; testing and inspecting agency representative; roofing installer; roofing system manufacturer's representative; deck installer; and installers whose work interfaces with or affects roofing, including installers of roof accessories and roof-mounted equipment.
 2. Review methods of removing the existing roofing and insulation. Examine existing roof deck structure, slope and area of replacing roofing for daily output.
 3. Review methods and procedures related to roofing installation, including manufacturer's written instructions.
 4. Examine deck substrate conditions and finishes for compliance with requirements, including flatness and attachment to structural members.
 5. Review loading limitations of deck during and after roofing.
 6. Review flashings, special roofing details, roof drainage, roof penetrations, equipment curbs, and condition of other construction that will affect roofing.
 7. Review governing regulations and requirements for insurance, certifications, and inspection and testing, if applicable.
 8. Review temporary protection requirements for roofing system during and after installation.
 9. Review roof observation and repair procedures after roofing installation.
 10. Document proceedings, including corrective measures or actions required, and furnish copy of record to each participant.
 11. Review all roofing openings, sizes, location, curb or post supports.

1.08 DELIVERY, STORAGE, AND HANDLING

- A. Store roofing materials in a dry, well-ventilated, weather tight location to ensure no significant moisture pickup and maintain at a temperature exceeding roofing system manufacturer's written instructions. Store rolls of felt and other sheet materials on end on pallets or other raised surfaces. Do not double-stack rolls.
1. Handle and store roofing materials and place equipment in a manner to avoid significant or permanent damage to deck or structural supporting members.
- B. Do not leave unused felts and other sheet materials on the roof overnight or when roofing work is not in progress unless protected from weather and moisture and unless maintained at a temperature exceeding 50 deg F (10 deg C).
- C. Deliver and store liquid materials in their original undamaged containers in a clean, dry, protected location and within the temperature range required by roofing system manufacturer.
- D. Protect roofing insulation materials from physical damage and from deterioration by sunlight, moisture, soiling, and other sources. Store in a dry location. Comply with insulation manufacturer's written instructions for handling, storing, and protecting during installation.

1.09 PROJECT CONDITIONS

- A. Weather Limitations: Proceed with roofing work only when existing and forecasted weather conditions permit roofing to be installed according to manufacturers' written instructions and warranty requirements.

1.10 WARRANTY

- A. General Warranty: The warranties specified in this Article shall not deprive the Owner of other rights the Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by the Contractor under requirements of the Contract Documents.
- B. Roofing Manufacturer's Warranty: Submit a written warranty including roof insulation and all copings and edge metal, without monetary limitation, signed by roofing system manufacturer agreeing to promptly repair leaks in the roof membrane and base flashings resulting from defects in materials or workmanship for a 30 year warranty period:

- C. Special Project Warranty: Submit roofing Installer's warranty, on warranty form at end of this Section, signed by Installer, covering Work of this Section, including membrane roofing, base flashing, roofing insulation, fasteners, and vapor retarders, if any, for the following warranty period:
1. Installer's Warranty Period: 5 years from date of Substantial Completion.

1.11 UNIFORM WIND UPLIFT LOAD CAPACITY

- A. Design Code: ASCE 7-10.
- B. Category III Building with an Importance Factor of 1.00
1. Wind Speed: 120 mph
- C. Exposure Category: C
- D. Design Roof Height: 25'.
- E. Minimum Building Width: 157'
- F. Roof Pitch: 1/4 inch (6.35 mm) per foot.
- G. Ultimate Pullout: 501 lbs/screw
- H. Roof Location Negative Pressures
1. Zone 1 (mid-roof) 21.0
 2. Zone 2 (perimeter) 35.2
 3. Zone 3 (corners) 53
- I. Attachment Pattern per 4'x 8' board:
- J. 12 fasteners zone 1, 12 fasteners zone 2, 24 fasteners zone 3
- K. Adhesive Pattern per 4' x 8' board
- L. 3/4" ribbons 12" on center (all concrete decks and all cover board)

PART 2 PRODUCTS

2.01 TORCH APPLIED MODIFIED ROOF SYSTEM

- A. Manufacturers: Subject to compliance with requirements, provide products by the following:
1. SBS Modified Bituminous Base Sheet:
 - a. Garland Co., Inc. Basis of Design
 2. Approved equal:
 - a. Tremco
 - b. SR Products
- B. SBS modified bituminous sheet (Styrene-Butadiene-Styrene) 180 mil (4.57201 mm) smooth surfaced rubber modified roofing membrane with a composite scrim. This membrane is designed for torch applications and has a burn-off backer that indicates when the material is hot enough to be installed
1. Use: Finish ply of 2-ply, modified bituminous membrane roofing system.
 2. Reinforcing: Fiberglass.
 3. Finish: Black Quartz
- C. Provide SBS mineral surface modified bituminous membrane materials with the following properties when tested according to ASTM D 5147:
1. Thickness: 180 mils (4.57201 mm) minimum.
 2. Tensile Strength: 210 lbf/in. at 73.4 deg F (MD). 210 lbf/in. CMD).
 3. Elongation at Maximum Load: 6.0 percent md and 6.0 percent CMD minimum at 73.4 deg F.
 4. Tear Strength: 250 lbf. at 73.4 deg. F (MD). 250 lbf. at 73.4 deg. F (CMD).
 5. Low-Temperature Flexibility: Pass at minus 40 deg F.
 6. ASTM 6162 Type III
- D. Underlayment Sheet: SBS Torch Grade Base Sheet with dual fiberglass scrim reinforcement with the following minimum performance requirements according to ASTM D-5147.

1. Tensile Strength: 210 lbf/in. at 73.4 deg F (MD). 210 lbf/in. (CMD).
 2. Elongation at Maximum Load: 6 percent minimum at 73.4 deg F in each direction.
 3. Tear Strength: 300 lbf. at 73.4 deg. F (MD). 300 lbf. at 73.4 deg. F (CMD).
- E. Self-Adhering Sheet for Wood Blocking & Curbs: SBS (Styrene-Butadiene-Styrene), fiberglass reinforced, self-adhering, modified bitumen underlayment with the following minimum performance requirements according to ASTM D-5147.
1. Tensile Strength: 60 lbf/in. at 73.4 deg F (MD). 35 lbf/in. (CMD).
 2. Elongation at Maximum Load: 4 percent minimum at 73.4 deg F in each direction.
 3. Tear Strength: 100 lbf. at 73.4 deg. F (MD). 95 lbf. at 73.4 deg. F (CMD).

2.02 AUXILIARY MEMBRANE MATERIALS

- A. General: Furnish auxiliary materials recommended by roofing system manufacturer for intended use and compatible with SBS-modified bituminous roofing.
1. Furnish liquid-type auxiliary materials that meet VOC limits of authorities having jurisdiction.
- B. Asphalt Primer: ASTM D 41 - VOC compliant.
- C. Asphalt Roofing Cement: ASTM D 2822, asbestos free, VOC compliant as provided by the Membrane manufacturer and silver in color throughout the thickness
- D. Mastic Sealant: Polyisobutylene, plain or modified bituminous, nonhardening, nonmigrating, nonskinning, and nondrying.
- E. Fasteners: Factory-coated steel fasteners and metal plates complying with corrosion-resistance provisions of FM 4470; designed for fastening base sheets, base-ply felts, and base flashings and for backnailing modified bituminous membrane to substrate; tested by manufacturer for required pullout strength; and acceptable to roofing system manufacturer.
- F. Wood Nailer Strips: Furnish wood nailer strips complying with requirements of Division 6 Section "Rough Carpentry."
- G. Silver Roof Cement; VOC Compliant
- H. Urethane Sealant: One part, non-sag sealant as recommended and furnished by the membrane manufacturer for moving joints.
1. Tensile Strength (ASTM D412))) 250 psi (1723.69 kPa)
 2. Elongation (ASM D412) 950%
 3. Hardness, Shore A (ASTM C920) 35
- I. Pitch Pocket Sealer: Two part, 100% solids, self-leveling, polyurethane sealant for filling pitch pans as recommended and furnished by the membrane manufacturer.
1. Durometer (ASTM D2240) 40-50 Shore
 2. Elongation (ASTM D412) 250%
 3. Tensile Strength (ASTM D412) 200 @ 100 mil (2.54001 mm)
- J. Pitch pans, Rain Collar 24 gauge stainless or 20oz (567gram) copper. All joints should be welded/soldered watertight. See details for design
- K. Drain Flashings should be 4lb (1.8kg) sheet lead formed and rolled
- L. Plumbing stacks should be 4lb (1.8kg) sheet lead formed and rolled.
- M. Miscellaneous Accessories: Provide miscellaneous accessories recommended by roofing system manufacturer for intended use.
- N. Rust Inhibitive Paint: As recommended and furnished by the membrane manufacturer for mechanical units and other metal surfaces to control and prevent surface rust.
- O. New drains shall be cast iron drains as manufactured by Josum, Titan or approved equal. All parts including the strainers must be CAST IRON.

- P. Liquid Flashing: A two part asphaltic-polyurethane based , low odor, liquid flashing material designed for specialized details unable to be waterproofed with typical modified membrane flashings.
1. Tensile Strength (ASTM D412) 650 psi (4481.59 kPa)
 2. Elongation (ASTM D412) 325%
 3. Density @77°F 8.3 lb/gal typical
- Q. QSA Primer is a polymer emulsion-based primer designed to improve the adhesion of self-adhered membranes. SA Primer is applied to cinder block, concrete, OSB, plywood, DensGlass Gold®, Securock, DensDeck® Prime (or approved equal) and prepared metal surfaces.

2.03 INSULATION MATERIALS

- A. General: Provide preformed, roofing insulation boards that comply with requirements, selected from manufacturer's standard sizes and of thicknesses indicated.
- B. Polyisocyanurate Board Insulation: Rigid, cellular Polyisocyanurate thermal insulation with core formed by using HCFCs as blowing agents complying with ASTM C1289, classified by facer type as follows:
1. Facer Type: Type II, felt or glass-fiber mat on both major surfaces.
 2. 2.6" + 2.6" uniform thickness insulation on sloped metal decks
 3. 2.6" + 2.6" + 1/4" tapered insulation on all flat deck areas.
 4. 1/2" tapered insulation for crickets
 5. Manufacturer: Johns Manville
- C. Securock® Roof Board
1. Qualities: uniform composition, noncombustible, water-resistant gypsum fiber panel.
 2. Board Size: Four feet by four feet (4'x4').
 3. Thickness: One half (1/2) inch.

2.04 INSULATION ACCESSORIES

- A. General: Furnish roofing insulation accessories recommended by insulation manufacturer for intended use and compatible with sheet roofing material.
- B. Gypsum Fiber Insulation Board Adhesive: Two component, foam adhesive as recommended by insulation manufacturer and approved by FM indicated ratings.
1. Tensile Strength (ASTM D412) .250 psi (0.00 kPa)
 2. Density (ASTM D1875) 8.5 lbs./gal.
 3. Viscosity (ASTM D2556) 22,000 to 60,000 cP.
 4. Peel Strength (ASTM D903) 17 lb/in.
 5. Flexibility (ASTM D816) Pass @ -70°F
- C. Nails and Fasteners: Non-ferrous metal or galvanized steel, except that hard copper nails shall be used with copper, aluminum or stainless steel nails shall be used with aluminum; and stainless steel nails shall be used with stainless steel, in addition plates should be used. Fasteners shall be self-clinching type of penetrating type as recommended by the manufacturer of the deck material. Nails and fasteners shall be flush-driven through flat metal discs of not less than one (1) inch diameter. Omit metal discs when one-piece composite nails or fasteners with heads not less than one (1) inch diameter are used.
- D. Metal Discs: Flat discs or caps of zinc-coated sheet metal not lighter than twenty eight (28) gauge and not less than one (1) inch in diameter. Form discs to prevent dishing. Bell or cup shaped caps are not acceptable.
- E. Termination bar should be extruded aluminum .125 x 1"
- F. Cant Strips: Perlite or Fiberglass

PART 3 EXECUTION

3.01 EXAMINATION

- A. Examine substrates, areas, and conditions under which roofing will be applied, with Installer present, for compliance with requirements.
- B. Verify that roof openings and penetrations are in place and set and braced and that roof drains are properly clamped into position.
- C. Verify that wood blocking, curbs, and nailers are securely anchored to roof deck at roof penetrations and terminations and match the thicknesses of insulation required.
 - 1. Verify that wood nailer strips are located perpendicular to roof slope and are spaced according to requirements of roofing system manufacturer.
- D. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.02 PREPARATION

- A. Remove all existing roof systems roofing, insulation and flashing down to the deck. Sweep the deck clean making sure all dust is swept up and removed. Follow all OSHA requirements in terms of perimeter safety requirements, flagging and warning systems.
- B. All debris is to be removed from the roof via an enclosed chute or crane. No debris may be thrown freely into the dumpsters. Protect the building where offloading is to take place. Full dumpsters are to be removed from the site daily.
- C. Inspect the deck to verify integrity. Bring any areas of deterioration to the Project Manager's attention. Repair or replace deck as needed and authorized on a unit price per sq. ft basis.
- D. Install wood blocking as indicated on drawing. Remove all obsolete equipment identified in the drawings and install new decking.
- E. Prevent materials from entering and clogging downspout conductors and from spilling or migrating onto surfaces of other construction.

3.03 GENERAL INSTALLATION REQUIREMENTS

- A. Install modified bituminous membrane roofing system according to roofing system manufacturer's written instructions and applicable recommendations of NRCA/ARMA's "Quality Control Recommendations for Polymer Modified Bitumen Roofing."
 - 1. Install roofing system according to applicable specification plates of NRCA's "The NRCA Roofing and Waterproofing Manual."
- B. All wood blocking is to be primed with SA primer at a rate of .5 gallons per square and allowed to dry. All wood is to be covered with SA membrane extending beyond the wood edges a minimum of 2" in all direction.
- C. Ply Layout: Install modified bituminous membrane roofing system with ply sheets overlapping previous ply seam 4".
- D. Cant Strips: Install and secure preformed 45-degree cant strips with insulation adhesive at junctures of modified bituminous membrane roofing system with vertical surfaces or angle changes greater than 45 degrees.
- E. Cooperate with inspecting and testing agencies engaged or required to perform services for installing modified bituminous membrane roofing system.
- F. Coordinate installing roofing system components so insulation and roofing plies are not exposed to precipitation or left exposed at the end of the workday or when rain is forecast.
 - 1. Provide cutoffs at end of each day's work to cover exposed ply sheets and insulation with a course of coated felt with joints and edges sealed.
 - 2. Complete terminations and base flashings and provide temporary seals to prevent water from entering completed sections of roofing system.
 - 3. Remove and discard temporary seals before beginning work on adjoining roofing.

3.04 INSULATION ATTACHMENT

- A. Mechanically fasten both layers of uniform thickness insulation to the metal deck following the fastening pattern:

1. 12 fasteners per 4' x 8' board in Zone 1, 12 inch (304.8 mm) Zone 2 and 24 inch (609.6 mm) Zone 3. Zone with is 10% of the shortest perimeter length
 2. Adhere subsequent layers of insulation and cover board with the following adhesive pattern: $\frac{3}{4}$ " beads 12 " oc per 4' x 8' board in Zone 1, 23" in Zone 2, 4" in Zone 3. Zone with is 10% of the shortest perimeter length
- B. Adhere base layer of uniform thickness insulation to the concrete deck all crickets and all cover board with following the adhesive pattern:
1. $\frac{3}{4}$ " beads 12 " oc per 4' x 8' board in Zone 1, 23" in Zone 2, 4" in Zone 3. Zone with is 10% of the shortest perimeter length

3.05 BASE SHEET UNDERLAYMENT INSTALLATION

- A. Install one layer of SBS Torch Base Sheet over the properly prepared substrate shingle fashion.
- B. Using a roofing torch, heat the surface of the coiled portion until the burn-off backer melts away. At this point, the material is hot enough to lay into the substrate. Progressively unroll the sheet while heating and press down with your foot to insure a proper bond.
- C. After the major portion of the roll is bonded, re-roll the first six (6) feet and bond it in a similar fashion. Repeat this operation with subsequent rolls with side laps of four (4) inches and end laps of eight inches.
- D. Give each lap a finishing touch by passing the torch along the joint and spreading the melted bitumen evenly with a rounded trowel to ensure a smooth, tight seal.
- E. Extend underlayment two (2) inches beyond top edges of cants at wall and projection bases.
- F. Install base flashing ply to all perimeter and projections details.

3.06 MODIFIED SURFACE MEMBRANE APPLICATION

- A. Install torch applied modified membrane as described below.
- B. Over the SBS Torch Base Sheet underlayment(s), lay out the roll in the course to be followed and unroll six (6) feet. Seams for the top layer of modified membrane will be staggered over the SBS Torch Base Sheet seams.
- C. Using a roofing torch, heat the surface of the coiled portion until the burn-off backer melts away. At this point, the material is hot enough to lay into the substrate. Progressively unroll the sheet while heating and press down with your foot to insure a proper bond.
- D. After the major portion of the roll is bonded, re-roll the first six (6) feet and bond it in a similar fashion.
- E. Repeat this operation with subsequent rolls with side laps of four (4) inches and end laps of eight (8) inches.
- F. Give each lap a finishing touch by passing the torch along the joint and spreading the melted bitumen evenly with a rounded trowel to insure a smooth, tight seal.

3.07 FLASHING AND STRIPPING INSTALLATION

- A. All curb flashings shall be sealed with an application of mastic and mesh on a daily basis. No condition should exist that will permit moisture entering behind, around, or under the roof or flashing membrane.
- B. Prepare all drain leads, walls and edge details to be flashed and where shown on the drawings, with asphalt primer at the rate of .75 to one gallon per square. Allow primer to dry tack free.
- C. All wood blocking must be covered with manufacture's self-adhering modified membrane prior to the installation of any torch applied materials.
- D. The surface membrane will be used as the flashing membrane and will be adhered to an underlying base ply and nailed off at all vertical surfaces.
- E. Secure top of flashing membrane with termination bar and fasten 8-inches o. c. Flashing can be nailed to the top of all wood curbs with ring shanked nails.

- F. Counter flashing, cap flashings, expansion joints, and similar work to be coordinated with modified bitumen roofing work are specified in other Sections.
- G. Roof accessories, miscellaneous sheet metal accessory items, including piping vents and other devices to be coordinated with modified bituminous roofing system work are in other Sections.

3.08 FLASHING MEMBRANE INSTALLATION (SPECIFIC)

- A. Installation of Lead Toilet Sleeves
 1. Run all plies over the field of roof. Seal the base of the stack with elastomeric sealant
 2. Install new lead sleeves set in application of elastomeric sealant. Prime the flange of the new lead.
 3. Strip in the flange with one ply of SBS Base flashing ply. A second ply of SBS membrane shall be cut so that the hole over the stack is smaller than the previous ply and adhered to the under ply.
 4. Caulk the intersection of the membrane and the lead with elastomeric sealant.
 5. Turn lead flashing a minimum of 1" down the inside of the pipe.
- B. Base Flashing: Equipment Curbs
 1. All curb heights are to be a minimum of 8" off the finished roof surface. Prime the vertical surface of the curb with primer at a rate of 100 square ft per gallon and allow to dry.
 2. Install a prefabricated cant strip at the base of the curb, firmly embedded in adhesive. Run the base ply over the top of the cant and seal with mastic.
 3. Torch apply SBS Base flashing ply to the sides of the curb. Extend the base ply out 6" onto the roof surface. The top of the flashing shall be nailed to the top of the curb.
 4. Install surface membrane over the base ply extending onto the field of roof an additional 3"
 5. Extend the flashing over the top of the curb and nail off. Install counterflashing and set unit.
 6. Terminate against the large gooseneck with surface mounted counterflashing attached through butyl tape fastened 8" on center
 7. All horizontal penetrations through the curbs shall be flashed with two part liquid flashing fully reinforced. This shall be done prior to the flashing being coated.
- C. Metal Edge Detail
 1. Cover all wood blocking with a self-adhered modified membrane extending over the roof edge covering nailers completely and extending 1" below the brick line. Fasten eight (8) inches on center. Torch apply base sheet membrane and cap sheet. Cap sheet shall stop at the edge of the roof and shall not turn over the edge of the nailer.
 2. Prior to installing the base anchor, assure a level plane is present. If not, shim the roof edge surface as required.
 3. Extruded base anchor: Apply two 1/4" beads of Green-Lock Sealant XL or equal on the bottom surface of the top flange of the extruded anchor.
 4. Set the extruded anchor on the edge and face fasten through pre-punched slots every 18 inches o.c. for 5.75 inch face fascia, and 18 inches o.c. staggered for any fascia size greater than 5.75 inches. Begin fastening 6 inches from ends.
 5. Install Green-Lock Sealant XL or equal at the ends of the base frame to prevent water from running between base anchor joints.
 6. Install compression seals every 40 inches on center in the slots located at the top of the extruded anchor.
 7. Install fascia cover setting the top flange over the top flange and compression seals of the base anchor. Assure compression seals are in place during this process. Beginning on one end and working towards the opposite end, press downward firmly (do not rotate) until "snap" occurs and cover is engaged along entire length of miter.
 8. Install splice plate at each end of the base anchor and fascia cover prior to the installation of the next adjacent ten foot piece.
- D. Rising Wall Base Flashing

1. Prime the rising wall at a rate of 1 gal per sq. and allow to dry. Cover all wood blocking with self adhering modified base sheet.
 2. Install a perlite or fiberglass cant strip at the base of the wall, firmly embedded in adhesive.
 3. Run plies including membrane from the roof surface up and over the cant a minimum of 2" and securely bond to the wall. Trowel mastic at the top of the cant.
 4. Torch apply the SBS base sheet from the outside of the parapet to 6" onto the roof surface. Protect against torch coming into contact with wood blocking
 5. Apply the surface membrane onto the base ply and extend it onto the roof surface a minimum of 2" past the first ply of flashing.
 6. Terminate the flashing under new counterflashing with extruded aluminum bar and seal with elastomeric sealant. Vertical termination required between flashing height changes.
 7. The flashing on the parapet wall shall extend to the outside face of the wood nailer and be nailed off 4" on center.
 8. Install new counterflashing system or reuse existing as shown on the detail
- E. Roof Drain
1. Taper insulation to drain minimum of 30" from center of drain. (60" square)
 2. Run roof system plies over drain. Be sure that all wrinkles are relieved prior to installation. Cut out plies inside of drain bowl.
 3. Set lead / copper flashing (30" square minimum) in 1/4" of mastic. Run lead / copper into drain a minimum of 2". Prime lead / copper at a rate of 10 square feet per gallon and allow to dry.
 4. Torch apply base flashing ply (40" square minimum).
 5. Torch modified membrane (48" square minimum).
 6. Install target patches on areas of modified that have been cut to relieve wrinkles
 7. Install clamping ring and strainer assure all plies are under the clamping ring.
- F. Pitch Pocket
1. Remove existing pitch pockets and clean remaining projections so that they are free of all contaminants that may affect the adhesion of the new pourable sealant.
 2. Prime the surface which has been sealed with primer and allow to dry.
 3. Run plies to the projection and seal with mastic to insure that it is completely weather tight.
 4. Around the projection, install a bed of mastic a minimum of 3/8" deep as a seat for the metal pitch pocket.
 5. Fill the pitch pocket to within 1" of the top with non-shrink grout
 6. Top off with manufacture's pourable sealer shedding water to the outside of the pitch pocket.
 7. Strip in the flange of the pitch pocket with two plies of flashing membrane
 8. Pitch pockets around small goosenecks require a cape in all cases. The cape shall be attached to the vertical surface by fastening through butyl tape and caulked.
- G. Liquid Flashing Application
1. Mask target area on roof membrane with tape.
 2. Clean all non-porous areas with isopropyl alcohol.
 3. Apply 32 wet mil base coat of liquid flashing over masked area.
 4. Embed polyester reinforcement fabric into the base coat of the liquid flashing.
 5. Apply 48-64 wet mil top coat of the liquid flashing material over the fabric extending 2" past the scrim in all directions.
 6. Apply minerals immediately or allow the liquid flashing material to cure 15-30 days and then install reflective coating

3.09 FIELD QUALITY CONTROL

- A. PROVIDE A FIRE WATCH FOR 2 HOURS FOLLOWING THE USE OF A ROOFING TORCH.

- B. The roof manufacturer shall employ and pay for a qualified inspection agent for daily inspection work for this project, 3 days per week minimum or daily as required for the warranty to be provided. A weekly report shall be emailed weekly to the CM, Architect and Owner for their records. See Specification Section 01400, Quality Control for details.
- C. Final Roof Inspection: Arrange for roofing system manufacturer's technical personnel to inspect roofing installation on completion and submit report to Architect.
 - 1. Notify Architect and Owner 48 hours in advance of the date and time of inspection.

3.10 PROTECTING AND CLEANING

- A. Protect modified bituminous membrane roofing from damage and wear during remainder of construction period. When remaining construction will not affect or endanger roofing, inspect roofing for deterioration and damage, describing its nature and extent in a written report, with copies to Architect and Owner.
- B. Correct deficiencies in or remove modified bituminous roofing that does not comply with requirements, repair substrates, reinstall roofing, and repair base flashings to a condition free of damage and deterioration at the time of Substantial Completion and according to warranty requirements.
- C. Clean overspray and spillage from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

3.11 ROOFING INSTALLER'S WARRANTY

- A. WHEREAS of
, herein called the "Roofing Installer," has performed roofing and associated work ("work") on the following project:
1. Owner: Red Clay Consolidated School District
 2. Address:
 3. Building Name/Type: McKean High School
 4. Address:
 5. Area of Work: As per the Construction Documents.
 6. Acceptance Date:
 7. Warranty Period: 5 years
 8. Expiration Date:
- B. AND WHEREAS Roofing Installer has contracted (either directly with Owner or indirectly as a subcontractor) to warrant said work against leaks and faulty or defective materials and workmanship for designated Warranty Period,
- 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 said work as are necessary to correct faulty and defective work and as are necessary to maintain said 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 work and other parts of the building, and to building contents, caused by:
 - a. lightning;
 - b. peak gust wind speed exceeding 72 mph;
 - 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 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 has been paid by Owner or by another responsible party so designated.
 3. The Roofing Installer is responsible for damage to 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 work.
 4. During Warranty Period, if Owner allows alteration of 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 said alterations, but only to the extent said alterations affect work covered by this Warranty. If Owner engages Roofing Installer to perform said alterations, Warranty shall not become null and void, unless Roofing Installer, before starting said work, shall have notified Owner in writing, showing reasonable cause for claim, that said alterations would likely damage or deteriorate 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 promenade, work deck, spray-cooled surface, flooded basin, or other use or service more severe than originally specified, this Warranty shall

become null and void on date of said change, but only to the extent said change affects work covered by this Warranty.

6. The Owner shall promptly notify Roofing Installer of observed, known, or suspected leaks, defects, or deterioration and shall afford reasonable opportunity for Roofing Installer to inspect work and to examine evidence of such leaks, defects, or deterioration.
7. This Warranty is recognized to be the only warranty of Roofing Installer on said 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 original work according to requirements of the Contract Documents, regardless of whether Contract was a contract directly with Owner or a subcontract with Owner's General Contractor.

E. IN WITNESS THEREOF, this instrument has been duly executed this day of , 2026

1. Authorized Signature:
2. Name:
3. Title:

END OF SECTION 07 5216

NOT FOR BIDDING PURPOSES

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SECTION 07 5323
ETHYLENE-PROPYLENE-DIENE-MONOMER (EPDM) ROOFING

PART 1 GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SUMMARY

- A. Section Includes:
 - 1. Adhered ethylene-propylene-diene-terpolymer (EPDM) roofing system.
 - 2. Substrate board.
 - 3. Vapor retarder.
 - 4. Roof insulation.
 - 5. Cover board.
 - 6. Walkways.
- B. Section includes installation of sound-absorbing insulation strips in ribs of roof deck. Sound-absorbing insulation strips are furnished under Section 053100 "Steel Decking."
- C. Related Requirements:
 - 1. Section 061053 "Miscellaneous Rough Carpentry" for wood nailers, curbs, and blocking and for wood-based, structural-use roof deck panels.
 - 2. Section 061600 "Sheathing" for wood-based, structural-use roof deck panels.
 - 3. Section 072100 "Thermal Insulation" for insulation beneath the roof deck.
 - 4. Section 076200 "Sheet Metal Flashing and Trim" for metal roof flashings and counterflashings.
 - 5. Section 077100 "Roof Specialties" for manufactured copings and roof edge flashings.
 - 6. Section 079200 "Joint Sealants" for joint sealants, joint fillers, and joint preparation.
 - 7. Section 221423 "Storm Drainage Piping Specialties" for roof drains.

1.03 DEFINITIONS

- A. Roofing Terminology: Definitions in ASTM D1079 and glossary of NRCA's "The NRCA Roofing Manual: Membrane Roof Systems" apply to work of this Section.

1.04 REFERENCE STANDARDS

- A. ASTM C1153 - Standard Practice for Location of Wet Insulation in Roofing Systems Using Infrared Imaging; 2023.
- B. ASTM C1177/C1177M - Standard Specification for Glass Mat Gypsum Substrate for Use as Sheathing; 2024.
- C. ASTM C1278/C1278M - Standard Specification for Fiber-Reinforced Gypsum Panel; 2024.
- D. ASTM C1289 - Standard Specification for Faced Rigid Cellular Polyisocyanurate Thermal Insulation Board; 2025.
- E. ASTM C1325 - Standard Specification for Fiber-Mat Reinforced Cementitious Backer Units; 2022, with Editorial Revision (2023).
- F. ASTM D41/D41M - Standard Specification for Asphalt Primer Used in Roofing, Dampproofing, and Waterproofing; 2011 (Reapproved 2023).
- G. ASTM D312/D312M - Standard Specification for Asphalt Used in Roofing; 2016a (Reapproved 2023).
- H. ASTM D1079 - Standard Terminology Relating to Roofing and Waterproofing; 2026a.
- I. ASTM D2178/D2178M - Standard Specification for Asphalt Glass Felt Used in Roofing and Waterproofing; 2015a (Reapproved 2021).

- J. ASTM D3468/D3468M - Standard Specification for Liquid-Applied Neoprene and Chlorosulfonated Polyethylene Used in Roofing and Waterproofing; 1999 (Reapproved 2020).
- K. ASTM D4637/D4637M - Standard Specification for EPDM Sheet Used in Single-Ply Roof Membrane; 2015, with Editorial Revision (2022).
- L. ASTM D4897/D4897M - Standard Specification for Asphalt-Coated Glass-Fiber Venting Base Sheet Used in Roofing; 2016 (Reapproved 2023).
- M. ASTM D5957 - Standard Guide for Flood Testing Horizontal Waterproofing Installations; 1998 (Reapproved 2021).
- N. ASTM E108 - Standard Test Methods for Fire Tests of Roof Coverings; 2025.
- O. ASTM F2170 - Standard Test Method for Determining Relative Humidity in Concrete Floor Slabs Using in situ Probes; 2019a.
- P. ASTM G154 - Standard Practice for Operating Fluorescent Ultraviolet (UV) Lamp Apparatus for Exposure of Nonmetallic Materials; 2023.
- Q. ASTM G155 - Standard Practice for Operating Xenon Arc Lamp Apparatus for Exposure of Materials; 2025.
- R. CRRC-1 - CRRC-1 Roof Product Rating Program Manual; 2025.
- S. UL 790 - Standard for Standard Test Methods for Fire Tests of Roof Coverings; Current Edition, Including All Revisions.

1.05 PREINSTALLATION MEETINGS

- A. Preliminary Roofing Conference: Before starting roof deck construction, conduct conference at Project site.
 - 1. Meet with Owner, Architect, Owner's insurer if applicable, testing and inspecting agency representative, roofing Installer, roofing system manufacturer's representative, deck Installer, air barrier 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 installation, including manufacturer's written instructions.
 - 3. Review and finalize construction schedule, and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
 - 4. Review deck substrate requirements for conditions and finishes, including flatness and fastening.
 - 5. Review structural loading limitations of roof deck during and after roofing.
 - 6. Review base flashings, special roofing details, roof drainage, roof penetrations, equipment curbs, and condition of other construction that affects roofing system.
 - 7. Review governing regulations and requirements for insurance and certificates if applicable.
 - 8. Review temporary protection requirements for roofing system during and after installation.
 - 9. Review roof observation and repair procedures after roofing installation.
- B. Preinstallation Roofing Conference: Conduct conference at Project site.
 - 1. Meet with Owner, Architect, Owner's insurer if applicable, testing and inspecting agency representative, roofing Installer, roofing system manufacturer's representative, deck Installer, air barrier 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 installation, including manufacturer's written instructions.
 - 3. Review and finalize construction schedule, and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
 - 4. Examine deck substrate conditions and finishes, including flatness and fastening.
 - 5. Review structural loading limitations of roof deck during and after roofing.

6. Review base flashings, special roofing details, roof drainage, roof penetrations, equipment curbs, and condition of other construction that affects roofing system.
7. Review governing regulations and requirements for insurance and certificates if applicable.
8. Review temporary protection requirements for roofing system during and after installation.
9. Review roof observation and repair procedures after roofing installation.

1.06 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 1. For insulation and roof system component fasteners.
- B. Shop Drawings: Include roof plans, sections, details, and attachments to other work, including the following:
 1. Layout and thickness if insulation.
 2. Base flashings and membrane terminations.
 3. Flashing details at penetrations.
 4. Tapered insulation, thickness, and slopes.
 5. Roof plan showing orientation of steel roof deck and orientation of roof membrane and fastening spacings and patterns for mechanically fastened roofing system.
 6. Insulation fastening patterns for corner, perimeter, and field-of-roof locations.
 7. Tie-in with air barrier.
- C. Samples for Verification: For the following products:
 1. Roof membrane and flashings of color required.
 2. Aggregate surfacing material in gradation and color required.
 3. Roof paver in each color and texture required.
 4. Walkway pads or rolls, of color required.
- D. Wind Uplift Resistance Submittal: For roofing system, indicating compliance with wind uplift performance requirements.

1.07 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer and manufacturer.
- B. Manufacturer Certificates:
 1. Performance Requirement Certificate: Signed by roof membrane manufacturer, certifying that roofing system complies with requirements specified in "Performance Requirements" Article.
 - a. Submit evidence of complying with performance requirements.
 2. Special Warranty Certificate: Signed by roof membrane manufacturer, certifying that all materials supplied under this Section are acceptable for special warranty.
- C. Product Test Reports: For components of roof membrane and insulation, for tests performed by a qualified testing agency, indicating compliance with specified requirements.
- D. Evaluation Reports: For components of roofing system, from ICC-ES.
 1. Field Test Reports:
 2. Concrete internal relative humidity test reports.
 3. Fastener-pullout test results and manufacturer's revised requirements for fastener patterns.
- E. Field quality-control reports.
- F. Sample Warranties: For manufacturer's special warranties.

1.08 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For roofing system to include in maintenance manuals.
- B. Certified statement from existing roof membrane manufacturer stating that existing roof warranty has not been affected by Work performed under this Section.

1.09 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A qualified manufacturer that is listed in SPRI's Directory of Roof Assemblies for roofing system identical to that used for this Project.
- B. Installer Qualifications: A qualified firm that is approved, authorized, or licensed by roofing system manufacturer to install manufacturer's product and that is eligible to receive manufacturer's special warranty.

1.10 DELIVERY, STORAGE, AND HANDLING

- A. Deliver roofing materials to Project site in original containers with seals unbroken and labeled with manufacturer's name, product brand name and type, date of manufacture, approval or listing agency markings, and directions for storing and mixing with other components.
- B. Store liquid materials in their original undamaged containers in a clean, dry, protected location and within the temperature range required by roofing system manufacturer. Protect stored liquid material from direct sunlight.
 - 1. Discard and legally dispose of liquid material that cannot be applied within its stated shelf life.
- C. Protect roof insulation materials from physical damage and from deterioration by sunlight, moisture, soiling, and other sources. Store in a dry location. Comply with insulation manufacturer's written instructions for handling, storing, and protecting during installation.
- D. Handle and store roofing materials, and place equipment in a manner to avoid permanent deflection of deck.

1.11 FIELD CONDITIONS

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit roofing system to be installed according to manufacturer's written instructions and warranty requirements.

1.12 WARRANTY

- A. Special Warranty: Manufacturer agrees to repair or replace components of roofing system that fail in materials or workmanship within specified warranty period.
 - 1. Special warranty includes roof membrane, base flashings, roof insulation, fasteners, cover boards, substrate board, roof pavers, and other components of roofing system.
 - 2. Warranty Period: 20 years from Date of Substantial Completion.
- B. Special Project Warranty: Submit roofing Installer's warranty, on warranty form at end of this Section, signed by Installer, covering the Work of this Section, including all components of roofing system such as roof membrane, base flashing, roof insulation, fasteners, cover boards, substrate boards, vapor retarders, roof pavers, and walkway products, for the following warranty period:
 - 1. Warranty Period: Two years from Date of Substantial Completion.

PART 2 PRODUCTS

2.01 PERFORMANCE REQUIREMENTS

- A. General Performance: Installed roofing system and base flashings shall withstand specified uplift pressures, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Roofing and flashings shall remain watertight.
 - 1. Accelerated Weathering: Roof membrane shall withstand 2000 hours of exposure when tested according to ASTM G152, ASTM G154, or ASTM G155.
 - 2. Impact Resistance: Roof membrane shall resist impact damage when tested according to ASTM D3746, ASTM D4272, or the Resistance to Foot Traffic Test in FM Approvals 4470.
- B. Material Compatibility: Roofing materials shall be compatible with one another and adjacent materials under conditions of service and application required, as demonstrated by roof membrane manufacturer based on testing and field experience.

- C. Energy Performance: Roofing system shall have an initial solar reflectance of not less than 0.70 and an emissivity of not less than 0.75 when tested according to CRRC-1.
- D. Exterior Fire-Test Exposure: ASTM E108 or UL 790, Class A; for application and roof slopes indicated; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
- E. Fire-Resistance Ratings: Comply with fire-resistance-rated assembly designs indicated. Identify products with appropriate markings of applicable testing agency.

2.02 ETHYLENE-PROPYLENE-DIENE-TERPOLYMER (EPDM) ROOFING

- A. EPDM Sheet: ASTM D4637/D4637M, Type I, nonreinforced, EPDM sheet.
 - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. **Carlisle SynTec Incorporated, Sure-Tough (Basis of Design).**
 - b. Firestone Building Products.
 - c. GenFlex Roofing Systems.
 - d. International Diamond Systems.
 - e. Johns Manville; a Berkshire Hathaway company.
 - f. Lexcan Limited.
 - g. Mule-Hide Products Co., Inc.
 - h. Roofing Products International, Inc.
 - i. Versico Roofing Systems.
 - 2. Thickness: 60 mils 0.06 inch (1.5 mm), nominal.
 - 3. Exposed Face Color: Black.
 - 4. Source Limitations: Obtain components for roofing system from roof membrane manufacturer or manufacturers approved by roof membrane manufacturer.

2.03 AUXILIARY ROOFING MATERIALS

- A. General: Auxiliary materials recommended by roofing system manufacturer for intended use and compatible with other roofing components.
 - 1. Adhesive and Sealants: Comply with VOC limits of authorities having jurisdiction.
- B. Sheet Flashing: 60-mil- (1.5-mm-) thick EPDM, partially cured or cured, according to application.
- C. Protection Sheet: Epichlorohydrin or neoprene nonreinforced flexible sheet, 55 to 60 mils (1.4 to 0.06 inch (1.5 mm) thick, recommended by EPDM manufacturer for resistance to hydrocarbons, non-aromatic solvents, grease, and oil.
- D. Slip Sheet: ASTM D2178/D2178M, Type IV; glass fiber; asphalt-impregnated felt.
- E. Slip Sheet: Manufacturer's standard, of thickness required for application.
- F. Vented Base Sheet: ASTM D4897/D4897M, Type II; nonperforated, asphalt-impregnated fiberglass reinforced, with mineral granular patterned surfacing on bottom surface.
- G. Prefabricated Pipe Flashings: As recommended by roof membrane manufacturer.
- H. Roof Vents: As recommended by roof membrane manufacturer.
 - 1. Size: Not less than 4-inch (100-mm) diameter.
- I. Bonding Adhesive: Manufacturer's standard, water based.
- J. Modified Asphaltic Fabric-Backed Membrane Adhesive: Roofing system manufacturer's standard modified asphalt, asbestos-free, cold-applied adhesive formulated for compatibility and use with fabric-backed membrane roofing.
- K. Water-Based, Fabric-Backed Membrane Adhesive: Roofing system manufacturer's standard water-based, cold-applied adhesive formulated for compatibility and use with fabric-backed membrane roofing.

- L. Low-Rise, Urethane, Fabric-Backed Membrane Adhesive: Roof system manufacturer's standard spray-applied, low-rise, two-component urethane adhesive formulated for compatibility and use with fabric-backed membrane roofing.
- M. Seaming Material: Manufacturer's standard, synthetic-rubber polymer primer and 3-inch- (75-mm-) wide minimum, butyl splice tape with release film.
- N. Lap Sealant: Manufacturer's standard, single-component sealant, colored to match membrane roofing.
- O. Water Cutoff Mastic: Manufacturer's standard butyl mastic sealant.
- P. Metal Termination Bars: Manufacturer's standard, predrilled stainless steel or aluminum bars, approximately 1 by 1/8 inch (25 by 3 mm) thick; with anchors.
- Q. Fasteners: Factory-coated steel fasteners and metal or plastic plates complying with corrosion-resistance provisions in FM Approvals 4470, designed for fastening components to substrate, and acceptable to roofing system manufacturer.
- R. Miscellaneous Accessories: Provide pourable sealers, preformed cone and vent sheet flashings, molded pipe boot flashings, preformed inside and outside corner sheet flashings, reinforced EPDM securement strips, T-joint covers, in-seam sealants, termination reglets, cover strips, and other accessories.
 - 1. Provide black flashing accessories for black EPDM membrane roofing.
- S. Liquid Coating: Product specifically formulated for coating EPDM membrane roofing, as follows:
 - 1. Type: Acrylic emulsion complying with ASTM D6083.
 - 2. Type: Chlorosulfonated polyethylene complying with ASTM D3468/D3468M.
 - 3. Color: Black where indicated.

2.04 VAPOR RETARDER

- A. Self-Adhering-Sheet Vapor Retarder: Polyethylene film laminated to layer of butyl rubber adhesive, minimum 30-mil- (0.76-mm-) total thickness; maximum permeance rating of 0.1 perm (6 ng/Pa x s x sq. m); cold applied, with slip-resisting surface and release paper backing. Provide primer when recommended by vapor retarder manufacturer.

2.05 ROOF INSULATION

- A. General: Preformed roof insulation boards manufactured or approved by EPDM roof membrane manufacturer, approved for use in SPRI's Directory of Roof Assemblies listed roof assemblies.
- B. Polyisocyanurate Board Insulation: ASTM C1289, Type II, Class 2, Grade 2, felt or glass-fiber mat facer on both major surfaces.
 - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. Atlas Molded Products; a Division of Atlas Roofing Corporation.
 - b. Atlas Roofing Corporation.
 - c. Carlisle SynTec Incorporated.
 - d. Dyplast Products.
 - e. Firestone Building Products.
 - f. Flex Membrane International Corp.
 - g. GAF.
 - h. Hunter Panels.
 - i. Insulfoam; Carlisle Construction Materials Company.
 - j. Johns Manville; a Berkshire Hathaway company.
 - k. Rmax, Inc.
 - 2. Compressive Strength: 25 psi (172.37 kPa).
 - 3. Size: 48 by 96 inches (1219 by 2438 mm).
 - 4. Thickness:
 - a. Base Layer: 5-1/2 inches (140 mm), minimum.

- C. Tapered Insulation: Provide factory-tapered insulation boards.
 - 1. Material: Match roof insulation.
 - 2. Minimum Thickness: 1/4 inch (6.35 mm).
 - 3. Slope:
 - a. Saddles and Crickets: 1/2 inch (12.7 mm) per foot (1:24) unless otherwise indicated on Drawings.

2.06 INSULATION ACCESSORIES

- A. General: Roof insulation accessories recommended by insulation manufacturer for intended use and compatibility with other roofing system components.
- B. Fasteners: Factory-coated steel fasteners and metal or plastic plates complying with corrosion-resistance provisions in FM Approvals 4470, designed for fastening roof insulation and cover boards to substrate, and acceptable to roofing system manufacturer.
- C. Insulation Adhesive: Insulation manufacturer's recommended adhesive formulated to attach roof insulation to substrate or to another insulation layer as follows:
 - 1. Modified asphaltic, asbestos-free, cold-applied adhesive.
 - 2. Bead-applied, low-rise, one-component or multicomponent urethane adhesive.
 - 3. Full-spread, spray-applied, low-rise, two-component urethane adhesive.
- D. Cover Board: ASTM C1177/C1177M, glass-mat, water-resistant gypsum substrate, or ASTM C1278/C1278M, fiber-reinforced gypsum board.
 - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
 - a. Georgia-Pacific Gypsum LLC.
 - b. National Gypsum Company.
 - c. USG Corporation.
 - 2. Thickness: 1/2 inch (12.7 mm).
 - 3. Surface Finish: Unprimed.
- E. Cover Board: ASTM C1325, fiber-mat-reinforced cementitious board, 7/16-inch 0.43 inch (11 mm) thick.

2.07 ASPHALT MATERIALS

- A. Roofing Asphalt: ASTM D312/D312M, Type III or Type IV.
- B. Asphalt Primer: ASTM D41/D41M.

2.08 WALKWAYS

- A. Flexible Walkways: Factory-formed, nonporous, heavy-duty, slip-resisting, surface-textured walkway pads or rolls, approximately 3/16 inch (4.76 mm) thick and acceptable to roofing system manufacturer.
 - 1. Size: Approximately 36 by 60 inches (914 by 1524 mm).
 - 2. Color: Contrasting with roof membrane.
 - a. SUBSTRATE BOARDS
- B. Substrate Board: ASTM C1177/C1177M, glass-mat, water-resistant gypsum board or ASTM C1278/C1278M, fiber-reinforced gypsum board.
 - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. CertainTeed Corporation; Saint-Gobain North America.
 - b. Georgia-Pacific Gypsum LLC.
 - c. National Gypsum Company.
 - d. USG Corporation.
 - 2. Thickness: 1/2 inch (12.7 mm).

3. Surface Finish: Factory primed.
- C. Fasteners: Factory-coated steel fasteners and metal or plastic plates complying with corrosion-resistance provisions in FM Approvals 4470, designed for fastening substrate panel to roof deck.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements and other conditions affecting performance of the Work.
 1. Verify that roof openings and penetrations are in place, curbs are set and braced, and roof-drain bodies are securely clamped in place.
 2. Verify that wood blocking, curbs, and nailers are securely anchored to roof deck at penetrations and terminations and that nailers match thicknesses of insulation.
 3. Verify that surface plane flatness and fastening of steel roof deck complies with requirements in Section 053100 "Steel Decking."
 4. Verify that minimum concrete drying period recommended by roofing system manufacturer has passed.
 5. Verify that concrete substrate is visibly dry and free of moisture, and that minimum concrete internal relative humidity is not more than 75 percent, or as recommended by roofing system manufacturer when tested according to ASTM F2170.
 - a. Test Frequency: One test probe per each 1000 sq. ft. (93 sq. m), or portion thereof, of roof deck, with not less than three test probes.
 - b. Submit test reports within 24 hours of performing tests.
 6. Verify that concrete-curing compounds that will impair adhesion of roofing components to roof deck have been removed.
 7. Verify that joints in precast concrete roof decks have been grouted flush with top of concrete.
 8. Verify that minimum curing period recommended by roof system manufacturer for lightweight insulating concrete roof decks has passed.
 9. Verify any damaged sections of cementitious wood-fiber decks have been repaired or replaced.
 10. Verify adjacent cementitious wood-fiber panels are vertically aligned to within 1/8 inch (3.18 mm) at top surface.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 PREPARATION

- A. Clean substrate of dust, debris, moisture, and other substances detrimental to roofing system installation according to roofing system manufacturer's written instructions. Remove sharp projections.
- B. Prevent materials from entering and clogging roof drains and conductors and from spilling or migrating onto surfaces of other construction. Remove roof-drain plugs when no work is taking place or when rain is forecast.
- C. Perform fastener-pullout tests according to roof system manufacturer's written instructions.
 1. Submit test result within 24 hours of performing tests.
 - a. Include manufacturer's requirements for any revision to previously submitted fastener patterns required to achieve specified wind uplift requirements.
- D. Install sound-absorbing insulation strips according to acoustical roof deck manufacturer's written instructions.

3.03 INSTALLATION OF ROOFING, GENERAL

- A. Install roofing system according to roofing system manufacturer's written instructions, SPRI's Directory of Roof Assemblies assembly requirements, and FM Global Property Loss Prevention Data Sheet 1-29.

- B. Complete terminations and base flashings and provide temporary seals to prevent water from entering completed sections of roofing system at end of workday or when rain is forecast. Remove and discard temporary seals before beginning work on adjoining roofing.
- C. Install roof membrane and auxiliary materials to tie in to existing roofing to maintain weathertightness of transition.
- D. Coordinate installation and transition of roofing system component serving as an air barrier with air barrier specified under Section 072726 "Fluid-Applied Membrane Air Barriers."

3.04 INSTALLATION OF SUBSTRATE BOARD

- A. Install substrate board with long joints in continuous straight lines, with end joints staggered not less than 24 inches (609.6 mm) in adjacent rows.
 - 1. At steel roof decks, install substrate board at right angle to flutes of deck.
 - a. Locate end joints over crests of steel roof deck.
 - 2. Tightly butt substrate boards together.
 - 3. Cut substrate board to fit tight around penetrations and projections, and to fit tight to intersecting sloping roof decks.
 - 4. Fasten substrate board to top flanges of steel deck according to recommendations in SPRI's Directory of Roof Assemblies listed roof assembly requirements for specified Wind Uplift Load Capacity and FM Global Property Loss Prevention Data Sheet 1-29.
 - 5. Fasten substrate board to top flanges of steel deck to resist uplift pressure at corners, perimeter, and field of roof according to roofing system manufacturers' written instructions.
 - 6. Loosely lay substrate board over roof deck.

3.05 INSTALLATION OF VAPOR RETARDER

- A. Self-Adhering-Sheet Vapor Retarder: Prime substrate if required by manufacturer. Install self-adhering-sheet vapor retarder over area to receive vapor retarder, side and end lapping each sheet a minimum of 3-1/2 and 6 inches (90 and 150 mm), respectively.
 - 1. Extend vertically up parapet walls and projections to a minimum height equal to height of insulation and cover board.
 - 2. Seal laps by rolling.
- B. Completely seal vapor retarder at terminations, obstructions, and penetrations to prevent air movement into roofing system.

3.06 INSTALLATION OF INSULATION

- A. Coordinate installing roofing system components so insulation is not exposed to precipitation or left exposed at end of workday.
- B. Comply with roofing system and insulation manufacturer's written instructions for installing roof insulation.
- C. Installation Over Metal Decking:
 - 1. Install base layer of insulation with joints staggered not less than 24 inches (609.6 mm) in adjacent rows and with long joints continuous at right angle to flutes of decking.
 - a. Locate end joints over crests of decking.
 - b. Where installing composite and noncomposite insulation in two or more layers, install noncomposite board insulation for bottom layer and intermediate layers, if applicable, and install composite board insulation for top layer.
 - c. Trim insulation neatly to fit around penetrations and projections, and to fit tight to intersecting sloping roof decks.
 - d. Make joints between adjacent insulation boards not more than 1/4 inch (6.35 mm) in width.
 - e. At internal roof drains, slope insulation to create a square drain sump with each side equal to the diameter of the drain bowl plus 24 inches (609.6 mm).
 - 1) Trim insulation so that water flow is unrestricted.
 - f. Fill gaps exceeding 1/4 inch (6.35 mm) with insulation.

- g. Cut and fit insulation within 1/4 inch (6.35 mm) of nailers, projections, and penetrations.
 - h. Adhere each layer of insulation to substrate using adhesive according to SPRI's Directory of Roof Assemblies listed roof assembly requirements for specified Wind Uplift Load Capacity and FM Global Property Loss Prevention Data Sheet 1-29, as follows:
 - 1) Set each layer of insulation in a solid mopping of hot roofing asphalt, applied within plus or minus 25 deg F (14 deg C) of equiviscous temperature.
 - 2) Set each layer of insulation in ribbons of bead-applied insulation adhesive, firmly pressing and maintaining insulation in place.
 - 3) Set each layer of insulation in a uniform coverage of full-spread insulation adhesive, firmly pressing and maintaining insulation in place.
 2. Install upper layers of insulation and tapered insulation with joints of each layer offset not less than 12 inches (304.8 mm) from previous layer of insulation.
 - a. Staggered end joints within each layer not less than 24 inches (609.6 mm) in adjacent rows.
 - b. Install with long joints continuous and with end joints staggered not less than 12 inches (304.8 mm) in adjacent rows.
 - c. Trim insulation neatly to fit around penetrations and projections, and to fit tight to intersecting sloping roof decks.
 - d. Make joints between adjacent insulation boards not more than 1/4 inch (6.35 mm) in width.
 - e. At internal roof drains, slope insulation to create a square drain sump with each side equal to the diameter of the drain bowl plus 24 inches (609.6 mm).
 - f. Trim insulation so that water flow is unrestricted.
 - g. Fill gaps exceeding 1/4 inch (6.35 mm) with insulation.
 - h. Cut and fit insulation within 1/4 inch (6.35 mm) of nailers, projections, and penetrations.
 - i. Adhere each layer of insulation to substrate using adhesive according to SPRI's Directory of Roof Assemblies listed roof assembly requirements for specified Wind Uplift Load Capacity and FM Global Property Loss Prevention Data Sheet 1-29, as follows:
 - 1) Set each layer of insulation in a solid mopping of hot roofing asphalt, applied within plus or minus 25 deg F (14 deg C) of equiviscous temperature.
 - 2) Set each layer of insulation in ribbons of bead-applied insulation adhesive, firmly pressing and maintaining insulation in place.
 - 3) Set each layer of insulation in a uniform coverage of full-spread insulation adhesive, firmly pressing and maintaining insulation in place.

3.07 INSTALLATION OF COVER BOARDS

- A. Install cover boards over insulation with long joints in continuous straight lines with end joints staggered between rows. Offset joints of insulation below a minimum of 6 inches (152.4 mm) in each direction.
 1. Trim cover board neatly to fit around penetrations and projections, and to fit tight to intersecting sloping roof decks.
 2. At internal roof drains, conform to slope of drain sump.
 - a. Trim cover board so that water flow is unrestricted.
 3. Cut and fit cover board tight to nailers, projections, and penetrations.
 4. Loosely lay cover board over substrate.
 5. Adhere cover board to substrate using adhesive according to SPRI's Directory of Roof Assemblies listed roof assembly requirements for specified Wind Uplift Load Capacity and FM Global Property Loss Prevention Data Sheet 1-29, as follows:
 - a. Set cover board in a solid mopping of hot roofing asphalt, applied within plus or minus 25 deg F (14 deg C) of equiviscous temperature.

- b. Set cover board in ribbons of bead-applied insulation adhesive, firmly pressing and maintaining insulation in place.
 - c. Set cover board in a uniform coverage of full-spread insulation adhesive, firmly pressing and maintaining insulation in place.
- B. Install slip sheet over cover board and immediately beneath roofing.

3.08 INSTALLATION OF ADHERED ROOF MEMBRANE

- A. Adhere roof membrane over area to receive roofing according to roofing system manufacturer's written instructions.
- B. Unroll membrane roof membrane and allow to relax before installing.
- C. Start installation of roofing in presence of roofing system manufacturer's technical personnel.
- D. Accurately align roof membrane, and maintain uniform side and end laps of minimum dimensions required by manufacturer. Stagger end laps.
- E. Bonding Adhesive: Apply to substrate and underside of roof membrane at rate required by manufacturer, and allow to partially dry before installing roof membrane. Do not apply to splice area of roof membrane.
- F. In addition to adhering, mechanically fasten roof membrane securely at terminations, penetrations, and perimeters.
- G. Apply roof membrane with side laps shingled with slope of roof deck where possible.
- H. Adhesive Seam Installation: Clean both faces of splice areas, apply splicing cement.
 - 1. Firmly roll side and end laps of overlapping roof membrane to ensure a watertight seam installation.
 - 2. Apply lap sealant and seal exposed edges of roofing terminations.
 - 3. Apply a continuous bead of in-seam sealant before closing splice if required by roofing system manufacturer.
- I. Tape Seam Installation: Clean and prime both faces of splice areas, apply splice tape.
 - 1. Firmly roll side and end laps of overlapping roof membrane to ensure a watertight seam installation.
 - 2. Apply lap sealant and seal exposed edges of roofing terminations.
- J. Factory-Applied Seam Tape Installation: Clean and prime surface to receive tape.
 - 1. Firmly roll side and end laps of overlapping roof membrane to ensure a watertight seam installation.
 - 2. Apply lap sealant and seal exposed edges of roofing terminations.
- K. Repair tears, voids, and lapped seams in roof membrane that do not comply with requirements.
- L. Spread sealant or mastic bed over deck-drain flange at roof drains, and securely seal roof membrane in place with clamping ring.
- M. Adhere protection sheet over roof membrane at locations indicated.

3.09 INSTALLATION OF BASE FLASHING

- A. Install sheet flashings and preformed flashing accessories, and adhere to substrates according to roofing system manufacturer's written instructions.
- B. Apply bonding adhesive to substrate and underside of sheet flashing at required rate, and allow to partially dry. Do not apply to seam area of flashing.
- C. Flash penetrations and field-formed inside and outside corners with cured or uncured sheet flashing.
- D. Clean splice areas, apply splicing cement, and firmly roll side and end laps of overlapping sheets to ensure a watertight seam installation. Apply lap sealant and seal exposed edges of sheet flashing terminations.

- E. Terminate and seal top of sheet flashings and mechanically anchor to substrate through termination bars.

3.10 INSTALLATION OF COATINGS

- A. Apply coatings to roof membrane and base flashings according to manufacturer's written recommendations, by spray, roller, or other suitable application method.

3.11 INSTALLATION OF WALKWAYS

- A. Flexible Walkways: Install walkway products according to manufacturer's written instructions.
 - 1. Install flexible walkways at the following locations:
 - a. Perimeter of each rooftop unit.
 - b. Between each rooftop unit location, creating a continuous path connecting rooftop unit locations.
 - c. Between each roof hatch and each rooftop unit location or path connecting rooftop unit locations.
 - d. Top and bottom of each roof access ladder.
 - e. Between each roof access ladder and each rooftop unit location or path connecting rooftop unit locations.
 - f. Locations indicated on Drawings.
 - g. As required by roof membrane manufacturer's warranty requirements.
 - 2. Provide 6-inch (76-mm) clearance between adjoining pads.
 - 3. Adhere walkway products to substrate with compatible adhesive according to roofing system manufacturer's written instructions.

3.12 FIELD QUALITY CONTROL

- A. Testing Agency: Contractor to engage a qualified testing agency to inspect substrate conditions, surface preparation, roof membrane application, sheet flashings, protection, and drainage components, and to furnish reports to Architect.
 - 1. Flood Testing: Flood test each roofing area for leaks, according to recommendations in ASTM D5957, after completing roofing and flashing. Install temporary containment assemblies, plug or dam drains, and flood with potable water.
 - a. Perform tests before overlying construction is placed.
 - b. Flood to an average depth of 2-1/2 inches (64 mm) with a minimum depth of 1 inch (25.4 mm) and not exceeding a depth of 4 inches (101.6 mm). Maintain 2 inches (50.8 mm) of clearance from top of base flashing.
 - c. Flood each area for 24 hours.
 - d. After flood testing, repair leaks, repeat flood tests, and make further repairs until roofing and flashing installations are watertight.
 - 1) Cost of retesting is Contractor's responsibility.
 - e. Testing agency shall prepare survey report indicating locations initial leaks, if any, and final survey report.
 - 2. Infrared Thermography: Testing agency shall survey entire roof area using infrared color thermography according to ASTM C1153.
 - a. Perform tests before overlying construction is placed.
 - b. After infrared scan, locate specific areas of leaks by electrical capacitance/impedance testing or nuclear hydrogen detection tests.
 - c. After testing, repair leaks, repeat tests, and make further repairs until roofing and flashing installations are watertight.
 - 1) Cost of retesting is Contractor's responsibility.
 - d. Testing agency shall prepare survey report of initial scan indicating locations of entrapped moisture, if any.
 - 3. Electrical Capacitance/Impedance Testing: Testing agency shall survey entire roof area for entrapped water within roof assembly according to ASTM D7954/D7954M.
 - a. Perform tests before overlying construction is placed.

- b. After testing, repair leaks, repeat tests, and make further repairs until roofing and flashing installations are watertight.
 - 1) Cost of retesting is Contractor's responsibility.
 - c. Testing agency shall prepare survey report indicating locations of entrapped moisture, if any.
 4. Nuclear Hydrogen Detection Testing: Testing agency shall survey entire roof area for entrapped water within roof assembly according to ANSI/SPRI/RCI NT-1.
 - a. Perform tests before overlying construction is placed.
 - b. After testing, repair leaks, repeat tests, and make further repairs until roofing and flashing installations are watertight.
 - 1) Cost of retesting is Contractor's responsibility.
 - c. Testing agency shall prepare survey report indicating locations of entrapped moisture, if any.
 5. Low-Voltage Electrical Conductance Testing: Testing agency shall survey entire roof area and flashings to locate discontinuity in the roof membrane using an exposed metal electrical loop to create an electrical field tested with handheld probes or a scanning platform with integral perimeter electrical loops creating a complete electrical field.
 - a. Perform tests before overlying construction is placed.
 - b. After testing, repair areas of discontinuities, repeat tests, and make further repairs until roofing and flashing installations are contiguous.
 - 1) Cost of retesting is Contractor's responsibility.
 - c. Testing agency shall prepare survey report indicating locations of initial discontinuities, if any.
 6. High-Voltage Spark Testing: Testing agency shall survey entire roof area, flashings, and parapet walls to locate discontinuity in the roof membrane using an electrically charged metal "broom head."
 - a. Perform tests before overlying construction is placed.
 - b. After testing, repair areas of discontinuities, repeat tests, and make further repairs until roofing and flashing installations are contiguous.
 - 1) Cost of retesting is Contractor's responsibility.
 7. Testing agency shall prepare survey report indicating locations of initial discontinuities, if any.
 - B. Final Roof Inspection: Arrange for roofing system manufacturer's technical personnel to inspect roofing installation on completion, in presence of Architect, and to prepare inspection report.
 - C. Repair or remove and replace components of roofing system where inspections indicate that they do not comply with specified requirements.
 - D. Additional testing and inspecting, at Contractor's expense, will be performed to determine if replaced or additional work complies with specified requirements.

3.13 PROTECTING AND CLEANING

- A. Protect roofing system from damage and wear during remainder of construction period. When remaining construction does not affect or endanger roofing system, inspect roofing system for deterioration and damage, describing its nature and extent in a written report, with copies to Architect and Owner.
- B. Correct deficiencies in or remove roofing system that does not comply with requirements, repair substrates, and repair or reinstall roofing system to a condition free of damage and deterioration at time of Substantial Completion and according to warranty requirements.
- C. Clean overspray and spillage from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

3.14 ROOFING INSTALLER'S WARRANTY

- A. WHEREAS _____ of _____,
herein called the "Roofing Installer," has performed roofing and associated work ("work") on the
following project:
1. Owner: .
 2. Address: .
 3. Building Name/Type: .
 4. Address: .
 5. Area of Work: .
 6. Acceptance Date: _____.
 7. Warranty Period: .
 8. Expiration Date: _____.
- B. AND WHEREAS Roofing Installer has contracted (either directly with Owner or indirectly as a
subcontractor) to warrant said work against leaks and faulty or defective materials and
workmanship for designated Warranty Period,
- C. NOW THEREFORE Roofing Installer hereby warrants, subject to terms and conditions herein
set forth, that during Warranty Period Roofing Installer will, at Roofing Installer's own cost and
expense, make or cause to be made such repairs to or replacements of said work as are
necessary to correct faulty and defective work and as are necessary to maintain said work in a
watertight condition.
- D. This Warranty is made subject to the following terms and conditions:
1. Specifically excluded from this Warranty are damages to work and other parts of the
building, and to building contents, caused by:
 - a. lightning;
 - b. peak gust wind speed exceeding 100 mph;
 - 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 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 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 work.
 4. During Warranty Period, if Owner allows alteration of 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 said alterations, but only to the extent said alterations affect work
covered by this Warranty. If Owner engages Roofing Installer to perform said alterations,
Warranty shall not become null and void unless Roofing Installer, before starting said
work, shall have notified Owner in writing, showing reasonable cause for claim, that said
alterations would likely damage or deteriorate 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 promenade, work deck, spray-cooled surface, flooded
basin, or other use or service more severe than originally specified, this Warranty shall

become null and void on date of said change, but only to the extent said change affects 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 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 said 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 original work according to requirements of the Contract Documents, regardless of whether Contract was a contract directly with Owner or a subcontract with Owner's General Contractor.

E. IN WITNESS THEREOF, this instrument has been duly executed this _____ day of _____,

1. Authorized Signature: _____.
2. Name: _____.
3. Title: _____.

END OF SECTION 07 5323

NOT FOR BIDDING PURPOSES

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SECTION 07 6200
SHEET METAL FLASHING AND TRIM

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including the Conditions of the Contract and Division 01 Specification Sections apply to this section.

1.02 SUMMARY

- A. Provide all labor, equipment, and materials to fabricate and install the following.
 - 1. Edge strip and flashing.
 - 2. Expansion joint and area divider covers.
 - 3. Copings, fascia, trim and edge metal.

1.03 REFERENCES

- A. American Society for Testing and Materials (ASTM)
 - 1. ASTM A653 Standard Specification for Steel Sheet, Zinc-Coated (galvanized) or Zinc-Iron Alloy-Coated (galvannealed) by the Hot-Dip Process.
 - 2. ASTM A792 Standard Specification for Steel Sheet, 55% Aluminum-Zinc Alloy Coated by the Hot-Dip Process.
 - 3. ASTM B209 Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate.
 - 4. ASTM B221 Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes.
 - 5. ASTM D692 Standard Specification for Coarse Aggregate for Bituminous Paving Mixtures.
- B. Warnock Hersey International, Inc., Middleton, WI (WH)
- C. Factory Mutual Research Corporation (FMRC)
- D. Underwriters Laboratories (UL)
- E. Sheet Metal and Air Conditioning Contractors National Association (SMACNA)
 - 1. Architectural Sheet Metal Manual
- F. National Roofing Contractors Association (NRCA).
 - 1. Roofing and Waterproofing Manual
- G. Single Ply Roofing Institute (SPRI).
 - 1. Wind Design Guide for Use with Low Slope Roofing

1.04 SUBMITTALS FOR REVIEW

- A. Product Data:
 - 1. Provide manufacturer's specification data sheets for each product.
 - 2. Metal material characteristics and installation recommendations.
 - 3. Submit color chart prior to material ordering and/or fabrication so that equivalent colors to those specified can be approved.
- B. Samples: Submit two (2) samples, illustrating typical metal edge, coping, gutters, fascia extenders for material and finish.
- C. Shop Drawings:
 - 1. For manufactured and shop fabricated gravel stops, fascia, scuppers, and all other sheet metal fabrications.
 - 2. Indicate material profile, jointing pattern, jointing details, fastening methods, flashing, termination's, and installation details.
 - 3. Indicate type, gauge and finish of metal.

- D. Specimen Warranty: Provide an unexecuted copy of the warranty specified for this Project, identifying the terms and conditions required of the Manufacturer and the Owner.

1.05 SUBMITTALS FOR INFORMATION

- A. Design and Test Reports: Provide the following certified test reports from an independent testing laboratory:
1. Independent laboratory testing report for system design load and seam integrity.
 2. Professional engineer's documentation that system incorporates sufficient allowance for stress and movement.
 3. A letter from an officer of the manufacturing company certifying that the materials furnished for this project are the same as represented in tests and supporting data.
 4. Manufacturer's verifications that the panels are factory roll-formed.
 5. UL 1897: Test report must be submitted for windstorm rating no less than that specified in Design and Performance Criteria article. The proposed roof system must have approval over specified substrate with steel framing spaced no further apart than as specified.
- B. Mill production reports certifying that the steel thicknesses are within allowable tolerances of the nominal or minimum thickness or gauge specified.
- C. Qualification Data for Installer. Refer to Quality Assurance Article below.
- D. Certification of work progress inspection. Refer to Quality Assurance Article below.
- E. Certifications:
1. Submit roof manufacturer's certification that metal fasteners furnished are acceptable to roof manufacturer.
 2. Submit roof manufacturer's certification that metal furnished is acceptable to roofing manufacturer as a component of roofing system and is eligible for roof manufacturer's system warranty.

1.06 CONTRACT CLOSEOUT SUBMITTALS

- A. General: Comply with Requirements of Section 01700 – Contract Closeout.
- B. Special Project Warranty: Provide specified warranty for the Project, executed by the authorized agent of the Manufacturer.
- C. Roofing Maintenance Instructions. Provide a manual of manufacturer's recommendations for maintenance of installed roofing systems.
- D. Insurance Certification: Assist Owner in preparation and submittal of roof installation acceptance certification as may be necessary in connection with fire and extended coverage insurance on roofing and associated work.

1.07 QUALITY ASSURANCE

- A. Engage an experienced roofing contractor specializing in sheet metal flashing work with a minimum of five (5) years' experience.
- B. Maintain a full-time supervisor/foreman who is on the job-site at all times during installation. Foreman must have a minimum of five (5) years' experience with the installation of similar system to that specified.
- C. Source Limitation: Obtain components from a single manufacturer. Secondary products which cannot be supplied by the specified manufacturer shall be approved in writing by the primary manufacturer prior to bidding.
- D. Upon request fabricator/installer shall submit work experience and evidence of financial responsibility. The Owner's representative reserves the right to inspect fabrication facilities in determining qualifications.

1.08 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials in manufacturer's original, unopened containers or packages with labels intact and legible.

- B. Stack pre-formed and pre-finished material to prevent twisting, bending, or abrasion, and to provide ventilation. Slope metal sheets to ensure drainage.
- C. Prevent contact with materials which may cause discoloration or staining.

1.09 PROJECT CONDITIONS

- A. Determine that work of other trades will not hamper or conflict with necessary fabrication and storage requirements for pre-formed metal edge system.

1.10 DESIGN AND PERFORMANCE CRITERIA

- A. Thermal expansion and contraction:
 - 1. Completed metal edge flashing system shall be capable of withstanding expansion and contraction of components caused by changes in temperature without buckling, producing excess stress on structure, anchors or fasteners, or reducing performance ability.
- B. ANSI/SPRI ES-1 tested and approved.

1.11 WARRANTIES

- A. Owner shall receive one (1) warranty from manufacturer of roofing materials covering all of the following criteria. Multiple warranties are not acceptable.
 - 1. Pre-finished metal material shall require a written 20-year non-prorated warranty covering fade, chalking and film integrity. The material shall not show a color change greater than 5 NBS color units per ASTM D2244 or chalking excess of 8 units per ASTM D-659. If either occurs material shall be replaced per warranty, at no cost to the Owner.
 - 2. Changes: Changes or alterations in the edge metal system without prior written consent from the manufacturer shall render the system unacceptable for warranty(ies).
 - 3. Warranty shall commence on date of substantial completion or final payment, whichever is agreed by contract.
 - 4. The Contractor shall provide the Owner with a notarized written warranty assuring that all sheet metal work including caulking and fasteners to be watertight and secure for a period of two years from the date of final acceptance of the building. Warranty shall include all materials and workmanship required to repair any leaks that develop, and make good any damage to other work or equipment caused by such leaks or the repairs thereof.
 - 5. Installing roofing contractor shall be responsible for the installation of the edge metal system in general accordance with the membrane manufacturer's recommendations.
 - 6. Installing contractor shall certify that the edge metal system has been installed per the manufacturer's printed details and specifications.
 - 7. One manufacturer shall provide a single warranty for all accessory metal for flashings, metal edges and copings, along with the warranty for metal roof areas, membrane roof areas, and any transitions between two different material types.

PART 2 PRODUCTS

2.01 PRODUCTS, GENERAL

- A. Refer to Division 01 Section "Common Product Requirements."
- B. Basis of Design: Materials, manufacturer's product designations, and/or manufacturer's names specified herein shall be regarded as the minimum standard of quality required for work of this Section. Comply with all manufacturer and contractor/fabricator quality and performance criteria specified in Part 1.
- C. Substitutions: Products proposed as equal to the products specified in this Section shall be submitted in accordance with Bidding Requirements and Division 01 provisions.
 - 1. Proposals shall be accompanied by a copy of the manufacturer's standard specification section. That specification section shall be signed and sealed by a professional engineer licensed in the state in which the installation is to take place. Substitution requests containing specifications without licensed engineer certification shall be rejected for non-conformance.

2. Include a list of three (3) projects of similar type and extent, located within a one hundred mile radius from the location of the project. In addition, the three projects must be at least five (5) years old and be available for inspection by the Architect, Owner or Owner's Representative.
3. Equivalency of performance criteria, warranty terms, submittal procedures, and contractual terms will constitute the basis of acceptance.
4. The Owner's decision regarding substitutions will be considered final. Unauthorized substitutions will be rejected.

2.02 ACCEPTABLE MANUFACTURERS

- A. The design is based upon sheet metal flashing and trim systems engineered and manufactured by or approved equal:
 1. Provide edge metal components manufactured by roofing system manufacturer.

2.03 MATERIALS

- A. General: Product designations for the materials used in this section shall be based on performance characteristics of the R-MER Edge Coping and R-Mer Force Fascia Systems manufactured by the Garland Company, Cleveland, OH, and shall form the basis of the contract documents. Substitutions will be approved in accordance with Specification Section 01300.
- B. Materials:
 1. Exposed base metal material:
 - a. Exposed base metal material for copings, fascia, and trim components: Aluminum, ASTM B209, alloy 3105-H14, in thickness of .050" nom.
 - b. Exposed metal material for expansion joints and trim components: Aluminum, ASTM B209, alloy 3105-H14, in thickness of .040" nom.
 2. Unexposed base metal material:
 - a. Flash-less Snap-On Fascia Extruded Base Anchor and Anchor Splice Plates: 6005A-T61 extruded aluminum
 3. Components for Flashless metal edge system
 - a. Compression Seal for top of anchor: TPE thermoplastic elastomer.
 - b. Sealant for Flange: Single-component high performance 100% solids, interior and exterior polyether joint sealant
 4. Minimum gauge of aluminum to be specified in accordance with Architectural Sheet Metal Manual, Sheet Metal and Air Conditioning Contractor's National Association, Inc. recommendations.
- C. Coping
 1. Cover and Splice Plate: Concealed 6 inch (152.4 mm) splice plates.
 2. Anchor Chair: 16 gauge G-90 galvanized steel.
 3. ANSI/SPRI ES-1 approved.
 4. FM certified assemblies.
- D. Finishes:
 1. Exposed surfaces for coated panels:
 - a. Steel Finishes: fluorocarbon finish. Epoxy primer baked both sides, .2-.25 mils (0.00635 mm) thickness as approved by finish coat manufacturer. Weathering finish as referred by National Coil Coaters Association (NCCA).

Property	Test Method	Fluorocarbon*
Pencil	ASTM D3363	HB-H
Hardness	NCAA II-2	
Bend	ASTM D4145	O-T NCAA II-19
Cross-Hatch	ASTM D3359	no loss of adhesion
Gloss	ASTM D523	25+/-5% (60° angle)
Reverse Impact	ASTM D2794	no cracking or loss of adhesion
Nominal Thickness	ASTM D-1005	
primer	0.2 mils (0.00508 mm)	

topcoat 0.8 mils (0.02032 mm)
TOTAL 1.0 mils (0.0254 mm)

*Subject to minimum quantity requirements

- a. Include optional Aluminum Anodized finish for all exposed metal to match existing finishes.
 - b. Finish color to be selected by Owner from Manufacturer's full range of standard and premium color options.
2. Exposed and unexposed surfaces for mill finish flashing, fascia, and coping cap, shall be as shipped from the mill.

2.04 RELATED MATERIALS AND ACCESSORIES

- A. .040 mill finished aluminum for expansion joint fabrication
- B. Metal Primer: Zinc chromate type.
- C. Plastic Cement: ASTM D 4586
- D. Sealant: Specified in Section 07920 or on drawings.
- E. Underlayment: ASTM D2178, No15 asphalt saturated roofing felt.
- F. Fasteners:
 1. Corrosion resistant screw fastener as recommended by metal manufacturer. Finish exposed fasteners same as flashing metal.
 2. Fastening shall conform to Factory Mutual 1-90 requirements or as stated on section details, whichever is more stringent.
- G. Downspout Anchorage Devices. See drawings for location of attachment (minimum of 2 per downspouts) and material type.
- H. Scupper Boxes are to be welded and post painted.

PART 3 - EXECUTION

3.01 EXECUTION, GENERAL

- A. Refer to Division 07 Section Common Work Results for Thermal and Moisture Protection.

3.02 PROTECTION

- A. Isolate metal products from dissimilar metals, masonry or concrete with bituminous paint, tape, or slip sheet. Use gasketed fasteners where required to prevent corrosive reactions.

3.03 GENERAL

- A. Secure fascia to wood nailers at the bottom edge with a continuous cleat.
- B. Fastening of metal to walls and wood blocking shall comply with SMACNA Architectural Sheet Metal Manual, and manufacturer's recommendations whichever is the most stringent standard.
- C. All accessories or other items essential to the completeness of sheet metal installation, whether specifically indicated or not, shall be provided and of the same material as item to which applied.
- D. Allow sufficient clearances for expansion and contraction of linear metal components.
- E. Secure metal using fasteners as required by the system. Exposed face fastening will be rejected.

3.04 INSPECTION

- A. Verify that curbs are solidly set and nailing strips located.
- B. Perform field measurements prior to fabrication.
- C. Coordinate work with work of other trades.
- D. Verify that substrate is dry, clean and free of foreign matter.
- E. Commencement of installation shall be considered acceptance of existing conditions.

3.05 MANUFACTURED SHEET METAL SYSTEMS

- A. Furnish and install manufactured fascia, fascia extender and coping cap systems in strict accordance with manufacturer's printed instructions.
- B. Provide factory-fabricated accessories including, but not limited to, fascia extenders, miters, scuppers, joint covers, etc. Refer to Source limitation provision in Part 1.

3.06 SHOP-FABRICATED SHEET METAL (ACCESSORY TRIM)

- A. Metal work shall be shop fabricated to configurations and forms in accordance with recognized sheet metal practices. Fabricate scuppers as shown of drawing
- B. Hem exposed edges.
- C. Angle bottom edges of exposed vertical surfaces to form drip.
- D. Lap corners with adjoining pieces fastened and set in sealant.
- E. Install sheet metal to comply with referenced SMACNA and NRCA standards.
- F. All expansion joints shall be fabricated from .050" aluminum with a slip flashing detail and underlayment.

3.07 FLASHING MEMBRANE INSTALLATION

- A. Flash-less Snap-On Fascia Detail with Extruded Aluminum Base Anchor
 - 1. Position base ply of the Modified Roofing membrane over the roof edge covering nailers completely, fastening eight (8) inches on center. Install membrane and cap sheet with proper material and procedure according to manufacturer's recommendations. Cap sheet shall stop at the edge of the roof and shall not turn over the edge of the nailer.
 - 2. Prior to installing the base anchor, assure a level plane is present. If not, shim the roof edge surface as required.
 - 3. Extruded base anchor: Apply two 1/4" beads of Green-Lock Sealant XL or equal on the bottom surface of the top flange of the extruded anchor.
 - 4. Set the extruded anchor on the edge and face fasten through pre-punched slots every 18 inches (457.2 mm) o.c. for 5.75 inch (146.05 mm) face fascia, and 18 inches o.c. staggered for any fascia size greater than 5.75 inches. Begin fastening 6 inches (152.4 mm) from ends.
 - 5. Install Green-Lock Sealant XL or approved equal at the ends of the base frame to prevent water from running between base anchor joints.
 - 6. Install compression seals every 40 inches (1016 mm) on center in the slots located at the top of the extruded anchor.
 - 7. Install fascia cover setting the top flange over the top flange and compression seals of the base anchor. Assure compression seals are in place during this process. Beginning on one end and working towards the opposite end, press downward firmly (do not rotate) until "snap" occurs and cover is engaged along entire length of miter.
 - 8. Install splice plate at each end of the base anchor and fascia cover prior to the installation of the next adjacent ten foot piece.
- B. Slip Flashing / Counterflashing Detail
 - 1. Install new slip flashing under existing metal and terminate with fasteners 8" on center incorporating neoprene washers.
 - 2. All slip flashing shall be fabricated to mirror the substrate to which they are attached and include a hemmed drip edge.
 - 3. Install new stainless steel counterflashing manufactured for use in the existing reglet and snap into place
- C. Pitch Pocket
 - 1. All pitch pockets are to be fabricated a minimum of 4" high and shall be fabricated from 16 oz. copper, lead coated copper or stainless. All pitch pockets shall have closed corners and be soldered. Field soldering is required for the fourth corner.
- D. Coping Detail

1. Install miters first.
 2. Position base flashing of the Built-Up and/or Modified Roofing membrane over the wall edge covering nailers completely, fastening eight (8) inches on center. Install membrane and cap sheet with proper material and procedure according to manufacturers' recommendations.
 3. Install minimum twelve (12) inch wide anchor chair at 30" on center.
 4. Install 8" wide splice plate by centering over 12" wide anchor chair. Apply two beads of sealant to either side of the splice plate's center. Approximately 2" in from the coping cap joint. Install Coping Cap by hooking outside hem of coping on outside face of anchor chair. Press downward on inside edge of coping until "snap" occurs and hem is engaged on the entire chair.
- E. Drip Edge Detail
1. Drip edge is fabricated out of Kee coated metal (Kee clad)
 2. Install metal drip edge after all Kee membrane is installed on the both the well and the gutter
 3. Strip in metal edge by heat welding Kee-Stone utility roll to the clad metal and membrane.
 4. Gutters are to be supported by brackets spaced 36" on center. Gutters shall be further supported by spacers every 36" and spaced alternately with the brackets
 5. 4' x 4" x 1/4" aluminum downspouts welded and post painted are to be attached to the structure a minimum of 6' on center or as detailed on the drawings

3.08 CLEANING

- A. Clean installed work in accordance with the manufacturer's instructions.
- B. Replace damaged work than cannot be restored by normal cleaning methods.

3.09 CONSTRUCTION WASTE MANAGEMENT

- A. Remove and properly dispose of waste products generated. Comply with requirements of authorities having jurisdiction

3.10 FINAL INSPECTION

- A. At completion of installation and associated work, meet with Contractor, Architect, installer, installer of associated work, Owner, roofing system manufacturer's representative, and other representatives directly concerned with performance of roofing system.
- B. Inspect work and flashing of roof penetrations, walls, curbs and other equipment. List all items requiring correction or completion and furnish copy of list to each party in attendance.
- C. Repair or replace deteriorated or defective work found at time above inspection as required to a produce an installation which is free of damage and deterioration at time of Substantial Completion and according to warranty requirements.
- D. Notify the Architect upon completion of corrections.
- E. Following the final inspection, provide written notice of acceptance of the installation from the roofing system manufacturer.
- F. Immediately correct roof leakage during construction. If the Contractor does not respond within twenty-four (24) hours, the Owner will exercise rights to correct the Work under the terms of the Conditions of the Contract.

3.11 DEMONSTRATION AND TRAINING

- A. At a time and date agreed to by the Owner, instruct the Owner's facility manager, or other representative designated by the Owner, on the following procedures:
- B. Troubleshooting procedures.
 1. Notification procedures for reporting leaks or other apparent roofing problems.
 2. Maintenance.
 3. The Owner's obligations for maintaining the warranty in effect and force.
 4. The Manufacturer's obligations for maintaining the warranty in effect and force.

END OF SECTION 07 6200

NOT FOR BIDDING PURPOSES

**SECTION 07 7100
ROOF SPECIALTIES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Manufactured roof specialties, including copings, fascias, and gravel stops.
- B. Roof control and expansion joint covers.
- C. Factory fabricated cornices.

1.02 RELATED REQUIREMENTS

- A. Section 07 7200 - Roof Accessories: Manufactured curbs, roof hatches, and snow guards.

1.03 REFERENCE STANDARDS

- A. AAMA 611 - Specification for Anodized Architectural Aluminum; 2026.
- B. AAMA 2605 - Voluntary Specification, Performance Requirements and Test Procedures for Superior Performing Organic Coatings on Aluminum Extrusions and Panels (with Coil Coating Appendix); 2022.
- C. ANSI/SPRI/FM 4435/ES-1 - Test Standard for Edge Systems Used with Low Slope Roofing Systems; 2022.
- D. NRCA (RM) - The NRCA Roofing Manual; 2025.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide data on shape of components, materials and finishes, anchor types and locations.
- C. Shop Drawings: Indicate configuration and dimension of components, adjacent construction, required clearances and tolerances, and other affected work.
- D. Samples: Submit two appropriately sized samples of coping, gravel stop, control joint cover, and expansion joint cover.
- E. Manufacturer's Installation Instructions: Indicate special procedures, fasteners, supporting members, and perimeter conditions requiring special attention.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Roof Edge Flashings and Copings:
 - 1. Architectural Products Co: www.archprod.com/#sle.
 - 2. ATAS International, Inc: www.atas.com/#sle.
 - 3. Drexel Metals Inc: www.drexmet.com/#sle.
 - 4. Hickman Edge Systems: www.hickmanedgesystems.com/#sle.
 - 5. Metal-Era Inc: www.metalera.com/#sle.
 - 6. Metal Roofing Systems, Inc: www.metalroofingsystems.biz/#sle.
 - 7. Substitutions: See Section 01 6000 - Product Requirements.
- B. Pipe and Penetration Flashings:
 - 1. Elmdor: www.elmdor.com/#sle.
 - 2. Substitutions: See Section 01 6000 - Product Requirements.
- C. Counterflashings:
 - 1. ATAS International, Inc: www.atas.com/#sle.
 - 2. Hickman Edge Systems: www.hickmanedgesystems.com/#sle.
 - 3. Metal-Era Inc: www.metalera.com/#sle.
 - 4. Substitutions: See Section 01 6000 - Product Requirements.

- D. Pipe Penetration Wall Seal:
 - 1. Airex Manufacturing, Inc: www.airexmfg.com/#sle.
 - 2. Substitutions: See Section 01 6000 - Product Requirements.
- E. Pipe Penetration Wall Seal and Insulation Protection System:
 - 1. Airex Manufacturing, Inc: www.airexmfg.com/#sle.
 - 2. Substitutions: See Section 01 6000 - Product Requirements.
- F. Expansion Joint Covers Vapor Barriers:
 - 1. Construction Specialties, Inc; Vapor Barriers: www.c-sgroup.com/#sle.
 - 2. Substitutions: See Section 01 6000 - Product Requirements.

2.02 COMPONENTS

- A. Roof Edge Flashings: Factory fabricated to sizes required; corners mitered; concealed fasteners.
 - 1. Configuration: Fascia, cant, and edge securement for roof membrane.
 - 2. Pull-Off Resistance: Tested in accordance with ANSI/SPRI/FM 4435/ES-1 using test methods RE-1 and RE-2 to positive and negative design wind pressure as defined by applicable local building code.
 - 3. Exposed Face Height: As indicated on drawings.
 - 4. Material: Formed aluminum sheet, 0.050 inch (1.3 mm) thick, minimum.
 - 5. Finish: 70 percent polyvinylidene fluoride (PVDF).
 - 6. Color: As selected by Architect from manufacturer's full range.
- B. Copings: Factory fabricated to sizes required; corners mitered; concealed fasteners.
 - 1. Configuration: Concealed continuous hold down cleat at both legs; internal splice piece at joints of same material, thickness, and finish as cap; concealed stainless steel fasteners.
 - 2. Pull-Off Resistance: Tested in accordance with ANSI/SPRI/FM 4435/ES-1 using test method RE-3 to positive and negative design wind pressure as defined by applicable local building code.
 - 3. Wall Width: As indicated on drawings.
 - 4. Outside Face Height: As indicated on drawings.
 - 5. Inside Face Height: As indicated on drawings.
 - 6. Material: Formed aluminum sheet, 0.040 inch (1.01 mm) thick, minimum.
 - 7. Finish: 70 percent polyvinylidene fluoride.
 - 8. Color: As selected by Architect from manufacturer's full range.
 - 9. Products:
 - a. ATAS International, Inc; Rapid-Lok Coping: www.atas.com/#sle.
 - b. Hickman Edge Systems; PermaSnap Cantilever Coping: www.hickmanedgesystems.com/#sle.
 - c. Metal-Era Inc; One Edge Coping: www.metalera.com/#sle.
 - d. Substitutions: See Section 01 6000 - Product Requirements.
- C. Pipe and Penetration Flashing: Base of rounded aluminum, compatible with sheet metal roof systems, and capable of accomodating pipes sized between 3/8 inch (9.5 mm) and 12 inches (305 mm).
 - 1. Caps: EPDM.
 - 2. Color: As indicated on drawings.
- D. Roof Penetration Sealing Systems: Premanufactured components and accessories as required to preserve integrity of roofing system and maintain roof warranty; suitable for conduits and roofing system to be installed; designed to accommodate existing penetrations where applicable.
- E. Counterflashings: Factory fabricated and finished sheet metal that overlaps top edges of base flashing by at least 4 inches (102 mm), and designed to snap into through-wall flashing or reglets with lapped joints.
 - 1. Material: Formed aluminum sheet, 0.025 inch (0.64 mm) thick, minimum.

2. Finish: Mill finish aluminum.
- F. Pipe Penetration Wall Seal: Seal for HVAC piping wall penetrations with wall-mounted rigid plastic outlet cover and elastomeric wall seal gasket.
 1. Wall Outlet Size, Siding and Compact Applications: 6-7/8 inches wide by 3-7/8 inches high (175 mm wide by 99 mm high).
 - a. Elastomeric Sleeve Diameter: 1-11/16 inches (43 mm).
 2. Outlet Cover Color: Gray.
- G. Pipe Penetration Wall Seal and Insulated Piping Protection System: Seal for HVAC piping wall penetrations with wall-mounted rigid plastic outlet cover and elastomeric wall seal gasket and having mechanical line insulation with PVC protective cover.
 1. Wall Outlet Size, Siding and Compact Applications: 6-7/8 inches wide by 3-7/8 inches high (175 mm wide by 99 mm high).
 - a. Elastomeric Sleeve Diameter: 1-11/16 inches (43 mm) with applicable insulation thickness and PVC protective cover.
 2. Outlet Cover Color: Gray.
 3. PVC Insulation Cover Color: Black with full-length velcro fastener.

2.03 FINISHES

- A. Clear Anodized Finish: AAMA 611 AA-M12C22A41 Class I clear anodic coating not less than 0.7 mil, 0.0007 inch (0.018 mm) thick.
- B. PVDF (Polyvinylidene Fluoride) Coating: Superior Performance Organic Finish, AAMA 2605; multiple coat, thermally cured fluoropolymer finish system; color as indicated.

2.04 ACCESSORIES

- A. Sealant for Joints in Linear Components: As recommended by component manufacturer.
- B. Adhesive for Anchoring to Roof Membrane: Compatible with roof membrane and approved by roof membrane manufacturer.
- C. Insulation Board Adhesive: Two-component, low-rise polyurethane foam adhesive used for adhering insulation to low slope roof deck materials.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that deck, curbs, roof membrane, base flashing, and other items affecting work of this Section are in place and positioned correctly.
 1. See Section 07 7200 for information on roofing related accessories.

3.02 INSTALLATION

- A. Install components in accordance with manufacturer's instructions and NRCA (RM) applicable requirements.
- B. Seal joints within components when required by component manufacturer.
- C. Anchor components securely.
- D. Coordinate installation of components of this section with installation of roofing membrane and base flashings.
- E. Coordinate installation of sealants and roofing cement with work of this section to ensure water tightness.

END OF SECTION 07 7100

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**SECTION 07 7123
MANUFACTURED GUTTERS AND DOWNSPOUTS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Pre-finished aluminum gutters and downspouts.

1.02 RELATED REQUIREMENTS

- A. Section 05 5000 - Metal Fabrications: Downspout boots.
- B. Section 07 5323 - Ethylene-Propylene-Diene-Monomer (EPDM) Roofing
- C. Section 07 6200 - Sheet Metal Flashing and Trim.

1.03 REFERENCE STANDARDS

- A. AAMA 2604 - Voluntary Specification, Performance Requirements and Test Procedures for High Performance Organic Coatings on Aluminum Extrusions and Panels (with Coil Coating Appendix); 2022.
- B. ASTM A48/A48M - Standard Specification for Gray Iron Castings; 2022.
- C. ASTM B209/B209M - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate; 2021a.
- D. SMACNA (ASMM) - Architectural Sheet Metal Manual; 2012.

1.04 ADMINISTRATIVE REQUIREMENTS

- A. Comply with SMACNA (ASMM) for sizing components for rainfall intensity determined by a storm occurrence of 1 in 5 years.
- B. Comply with applicable code for size and method of rain water discharge.
- C. Maintain one copy of each document on site.

1.05 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide data on prefabricated components.
- C. Shop Drawings: Indicate locations, configurations, jointing methods, fastening methods, locations, and installation details.
- D. Samples: Submit two samples, 12 inch (304.8 mm) long illustrating component design, finish, color, and configuration.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. See Section 01 7419 - Construction Waste Management and Disposal for packaging waste requirements.
- B. Stack material to prevent twisting, bending, or abrasion, and to provide ventilation. Slope to drain.
- C. Prevent contact with materials that could cause discoloration, staining, or damage.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Gutters and Downspouts:
 - 1. Alside, Inc: www.alside.com/#sle.
 - 2. ATAS International, Inc: www.atas.com/#sle.
 - 3. Cheney Flashing Company: www.cheneyflashing.com/#sle.
 - 4. Drexel Metals Inc: www.drexmet.com/#sle.
 - 5. Hickman Edge Systems: www.hickmanedgesystems.com/#sle.
 - 6. Metal-Era Inc: www.metalera.com/#sle.

7. SAF Perimeter Systems, a division of Southern Aluminum Finishing Company, Inc:
www.saf.com/persys/#sle.
8. Substitutions: See Section 01 6000 - Product Requirements.

2.02 MATERIALS

- A. Pre-Finished Aluminum Sheet: ASTM B209/B209M; 0.032 inch (0.8 mm) thick.
 1. Finish: Plain, shop pre-coated with modified silicone coating.
 2. Color: As selected from manufacturer's standard colors.

2.03 COMPONENTS

- A. Gutters: SMACNA rectangular style profile.
- B. Downspouts: SMACNA rectangular profile.
- C. Anchors and Supports: Profiled to suit gutters and downspouts.
 1. Anchoring Devices: In accordance with CDA requirements.
 2. Gutter Supports: Brackets.
 3. Downspout Supports: Brackets.

2.04 FABRICATION

- A. Form gutters and downspouts of profiles and size indicated.
- B. Fabricate with required connection pieces.
- C. Form sections square, true, and accurate in size, in maximum possible lengths, free of distortion or defects detrimental to appearance or performance. Allow for expansion at joints.
- D. Hem exposed edges of metal.
- E. Fabricate gutter and downspout accessories; seal watertight.

2.05 FINISHES

- A. Fluoropolymer Coating: High Performance Organic Finish, AAMA 2604, multiple coat, thermally cured fluoropolymer finish system; color as indicated.
- B. Primer Coat: Finish concealed side of metal sheets with primer compatible with finish system, as recommended by finish system manufacturer.

2.06 ACCESSORIES

- A. Downspout Boots: Smooth interior without boxed corners or choke points; include integral lug slots and on-body cleanout and cover with neoprene gaskets.
 1. Configuration: Angular.
 2. Material: Cast iron; ASTM A48/A48M; casting thickness 3/8 inch (9.5 mm), minimum.
 3. Color: To be selected by Architect from manufacturer's full range.
 4. Accessories: Manufacturer's standard stainless steel fasteners, stainless steel building wall anchors, and rubber coupling.
 5. Products:
 - a. Downspoutboots.com, a division of J. R. Hoe & Sons:
www.downspoutboots.com/#sle.
 - b. Substitutions: See Section 01 6000 - Product Requirements.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify existing conditions before starting work.
- B. Verify that surfaces are ready to receive work.

3.02 PREPARATION

- A. Paint concealed sheet metal surfaces and surfaces in contact with dissimilar metals with protective backing paint to a minimum dry film thickness of 15 mil, 0.015 inch (0.381 mm).

3.03 INSTALLATION

- A. Install gutters, downspouts, and accessories in accordance with manufacturer's instructions.
- B. Sheet Metal: Join lengths with formed seams sealed watertight. Flash and seal gutters to downspouts and accessories.
- C. Slope gutters 1/4 inch per 10 feet (2.1 mm per m), minimum.
- D. Connect downspouts to downspout boots at 12 inches (304.8 mm) above grade. Grout connection watertight.

END OF SECTION 07 7123

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**SECTION 07 7200
ROOF ACCESSORIES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Rooftop mounted guardrails.

1.02 RELATED REQUIREMENTS

- A. Section 05 5215 - Pipe and Tub Railings
- B. Section 07 7100 - Roof Specialties: Other manufactured roof specialty items.

1.03 REFERENCE STANDARDS

- A. 29 CFR 1910.29 - Fall Protection Systems and Falling Object Protection - Criteria and Practices; Current Edition.
- B. 29 CFR 1926.502 - Fall protection systems criteria and practices; Current Edition.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements for submittal procedures.
- B. Product Data: Manufacturer's data sheets on each product to be used.
 - 1. Preparation instructions and recommendations.
 - 2. Storage and handling requirements and recommendations.
 - 3. Installation methods.
 - 4. Maintenance requirements.
- C. Shop Drawings: Submit detailed layout developed for this project and provide dimensioned location and number for each type of roof accessory.
 - 1. Snow Guards: Submit design calculations for loadings and spacings based on manufacturer testing.
- D. Warranty Documentation:
 - 1. Submit manufacturer warranty.
 - 2. Ensure that forms have been completed in Owner's name and registered with manufacturer.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. See Section 01 7419 - Construction Waste Management and Disposal for packaging waste requirements.
- B. Store products in manufacturer's unopened packaging until ready for installation.
- C. Store products under cover and elevated above grade.

1.06 WARRANTY

- A. See Section 01 7800 - Closeout Submittals for additional warranty requirements.
- B. Manufacturer Warranty: Provide 2-year manufacturer warranty. Complete forms in Owner's name and register with manufacturer.
- C. Extended Correction Period: Correct defective work within 5-year period commencing on Date of Substantial Completion.

PART 2 PRODUCTS

2.01 ROOF CURBS

- A. Roof Curbs Mounting Assemblies: Factory fabricated hollow sheet metal construction, internally reinforced, and capable of supporting superimposed live and dead loads and designated equipment load with fully mitered and sealed corner joints welded or mechanically fastened, and integral counterflashing with top and edges formed to shed water.

1. Roof Curb Mounting Substrate: Curb substrate consists of standing seam metal roof panel system.
2. Sheet Metal Material:
 - a. Aluminum: 0.080 inch (2.03 mm) minimum thickness, with 3003 alloy, and H14 temper.
3. Roofing Cants: Provide integral sheet metal roofing cants dimensioned to begin slope at top of roofing system at 1:1 slope; minimum cant height 4 inches (102 mm).
4. Fabricate curb bottom and mounting flanges for installation directly on metal roof panel system to match slope and configuration of system.
 - a. Extend side flange to next adjacent roof panel seam and comply with seam configurations and seal connection, providing at least 6 inch (152 mm) clearance between curb and metal roof panel flange allowing water to properly flow past curb.
 - b. Where side of curb aligns with metal roof panel flange, attach fasteners on upper slope of flange to curb connection allowing water to flow past below fasteners, and seal connection.
 - c. Maintain at least 12 inch (305 mm) clearance from curb, and lap upper curb flange on underside of down sloping metal roof panel, and seal connection.
 - d. Lap lower curb flange overtop of down sloping metal roof panel and seal connection.

2.02 ROOFTOP MOUNTED GUARDRAILS

- A. Rooftop Mounted Guardrails Manufacturers:
 1. Babcock-Davis: www.babcockdavis.com/#sle.
 2. EDGE Fall Protection: www.edgefallprotection.com/#sle.
 3. Safety Rail Company: www.safetyrailcompany.com/#sle.
 4. Substitutions: See Section 01 6000 - Product Requirements.
- B. Non-Penetrating Rooftop Mounted Guardrails:
 1. Provide top and mid railings that comply with 29 CFR 1910.29.
 2. Structural Load: 200 lb (90.7 kg), minimum, in any direction with components in compliance with 29 CFR 1926.502.
 3. Height: 42 inches (1067 mm), minimum.
 4. Railings: 1-5/8 inches (41.3 mm) minimum outside diameter, hot-rolled, welded tubing, free of sharp edges and snag points.
 5. Mounting Bases: 104 lb (47.2 kg), Class 30, gray iron material cast to hold four receiver posts, with rubber pads on underside.
 6. Receiver Posts: Provide with positive locking system for placement in receiver holes of mounting bases that allow rails to be mounted in any direction; provide drain holes in receiver posts.
 7. Steel Surface Finish: Hot-dip zinc galvanized, with color of safety yellow.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Do not begin installation until substrates have been properly prepared.
- B. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.
- C. See Section 07 7100 for information on roof specialties.

3.02 PREPARATION

- A. Clean surfaces thoroughly prior to installation.
- B. Prepare surfaces using methods recommended by manufacturer for achieving acceptable results for applicable substrate under project conditions.

3.03 INSTALLATION

- A. Install in accordance with manufacturer's instructions, in manner that maintains roofing system weather-tight integrity.

3.04 CLEANING

- A. See Section 01 7000 - Execution and Closeout Requirements for additional requirements.
- B. Clean installed work to like-new condition.

3.05 PROTECTION

- A. Protect installed products until completion of project.
- B. Touch-up, repair or replace damaged products before Date of Substantial Completion.

END OF SECTION 07 7200

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**SECTION 07 9200
JOINT SEALANTS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Nonsag gunnable joint sealants.
- B. Joint backings and accessories.

1.02 RELATED REQUIREMENTS

- A. Section 01 6116 - Volatile Organic Compound (VOC) Content Restrictions: Additional requirements for sealants and primers.
- B. Section 09 2116 - Gypsum Board Assemblies: Sealing acoustical and sound-rated walls and ceilings.
- C. Section 09 3000 - Tiling (Alternate 01): Sealant between tile and plumbing fixtures and at junctions with other materials and changes in plane.

1.03 REFERENCE STANDARDS

- A. ASTM C661 - Standard Test Method for Indentation Hardness of Elastomeric-Type Sealants by Means of a Durometer; 2015 (Reapproved 2022).
- B. ASTM C794 - Standard Test Method for Adhesion-in-Peel of Elastomeric Joint Sealants; 2018 (Reapproved 2022).
- C. ASTM C919 - Standard Practice for Use of Sealants in Acoustical Applications; 2024.
- D. ASTM C920 - Standard Specification for Elastomeric Joint Sealants; 2018 (Reapproved 2024).
- E. ASTM C1087 - Standard Test Method for Determining Compatibility of Liquid-Applied Sealants with Accessories Used in Structural Glazing Systems; 2023.
- F. ASTM C1193 - Standard Guide for Use of Joint Sealants; 2025.
- G. ASTM C1521 - Standard Practice for Evaluating Adhesion of Installed Weatherproofing Sealant Joints; 2019 (Reapproved 2025).

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements for submittal procedures.
- B. Product Data: Submit manufacturer's technical datasheets for each product to be used; include the following:
 - 1. Physical characteristics, including movement capability, VOC content, hardness, cure time, and color availability.
 - 2. List of backing materials approved for use with the specific product.
 - 3. Backing material recommended by sealant manufacturer.
 - 4. Substrates that product is known to satisfactorily adhere to and with which it is compatible.
 - 5. Substrates the product should not be used on.
 - 6. Substrates for which use of primer is required.
 - 7. Substrates for which laboratory adhesion and/or compatibility testing is required.
 - 8. Installation instructions, including precautions, limitations, and recommended backing materials and tools.
 - 9. Sample product warranty.
 - 10. Certification by manufacturer indicating that product complies with specification requirements.
- C. Product Data for Accessory Products: Submit manufacturer's technical data sheet for each product to be used, including physical characteristics, installation instructions, and recommended tools.

- D. Color Cards for Selection: Where sealant color is not specified, submit manufacturer's color cards showing standard colors available for selection.
- E. Samples for Verification: Where custom sealant color is specified, obtain directions from Architect and submit at least two physical samples for verification of color of each required sealant.
- F. Sustainable Design Documentation: For sealants and primers, submit VOC content and emissions documentation; see Section 01 6116.
- G. Preconstruction Laboratory Test Reports: Submit at least four weeks prior to start of installation.
- H. Installation Plan: Submit at least four weeks prior to start of installation.
- I. Preinstallation Field Adhesion Test Plan: Submit at least two weeks prior to start of installation.
- J. Field Quality Control Plan: Submit at least two weeks prior to start of installation.
- K. Preinstallation Field Adhesion Test Reports: Submit filled out Preinstallation Field Adhesion Test Reports log within 10 days after completion of tests; include bagged test samples and photographic records.
- L. Installation Log: Submit filled-out log for each length or instance of sealant installed.
- M. Field Quality Control Log: Submit filled-out log for each length or instance of sealant installed, within 10 days after completion of inspections/tests; include bagged test samples and photographic records, if any.
- N. Manufacturer's qualification statement.
- O. Installer's qualification statement.
- P. Executed warranty.

1.05 QUALITY ASSURANCE

- A. Maintain one copy of each referenced document covering installation requirements on site.
- B. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.
- C. Installer Qualifications: Company specializing in performing the work of this section and with at least three years of documented experience.
- D. Testing Agency Qualifications: Independent firm specializing in performing testing and inspections of the type specified in this section.
- E. Preconstruction Laboratory Testing: Arrange for sealant manufacturer(s) to test each combination of sealant, substrate, backing, and accessories.
 - 1. Adhesion Testing: In accordance with ASTM C794.
 - 2. Compatibility Testing: In accordance with ASTM C1087.
 - 3. Allow sufficient time for testing to avoid delaying the work.
 - 4. Deliver sufficient samples to manufacturer for testing.
 - 5. Report manufacturer's recommended corrective measures, if any, including primers or techniques not indicated in product data submittals.
- F. Installation Plan: Include schedule of sealed joints, including the following:
 - 1. Joint width indicated in Contract Documents.
 - 2. Joint depth indicated in Contract Documents; to face of backing material at centerline of joint.
 - 3. Method to be used to protect adjacent surfaces from sealant droppings and smears, with acknowledgment that some surfaces cannot be cleaned to like-new condition and therefore prevention is imperative.
 - 4. Installation Log Form: Include the following data fields, with known information filled out.
 - a. Unique identification of each length or instance of sealant installed.
 - b. Location on project.

- c. Substrates.
 - d. Sealant used.
 - e. Stated movement capability of sealant.
 - f. Primer to be used, or indicate no primer is used.
 - g. Size and actual backing material used.
 - h. Date of installation.
 - i. Name of installer.
 - j. Actual joint width; provide space to indicate maximum and minimum width.
 - k. Actual joint depth to face of backing material at centerline of joint.
 - l. Air temperature.
- G. Preinstallation Field Adhesion Test Plan: Include destructive field adhesion testing of one sample of each combination of sealant type and substrate, except interior acrylic latex sealants, and include the following for each tested sample.
1. Identification of testing agency.
 2. Preinstallation Field Adhesion Test Log Form: Include the following data fields, with known information filled out.
 - a. Substrate; if more than one type of substrate is involved in a single joint, provide two entries on form, for testing each sealant substrate side separately.
 - b. Test date.
 - c. Location on project.
 - d. Sealant used.
 - e. Stated movement capability of sealant.
 - f. Test method used.
 - g. Date of installation of field sample to be tested.
 - h. Date of test.
 - i. Copy of test method documents.
 - j. Age of sealant upon date of testing.
 - k. Test results, modeled after the sample form in the test method document.
 - l. Indicate use of photographic record of test.
- H. Field Quality Control Plan:
1. Visual inspection of entire length of sealant joints.
 2. Nondestructive field adhesion testing of sealant joints, except interior acrylic latex sealants.
 - a. For each different sealant and substrate combination, allow for one test every 12 inches (305 mm) in the first 10 linear feet (3 linear m) of joint and one test every 24 inches (610 mm) thereafter.
 - b. If any failures occur in the first 10 linear feet (3 linear m), continue testing at 12 inches (305 mm) intervals at no extra cost to Owner.
 3. Field testing agency's qualifications.
 4. Field Quality Control Log Form: Show same data fields as on Preinstallation Field Adhesion Test Log, with known information filled out and lines for multiple tests per sealant/substrate combinations; include visual inspection and specified field testing; allow for possibility that more tests than minimum specified may be necessary.
- I. Field Adhesion Test Procedures:
1. Allow sealants to fully cure as recommended by manufacturer before testing.
 2. Have a copy of the test method document available during tests.
 3. Record the type of failure that occurred, other information required by test method, and the information required on the Field Quality Control Log.
 4. When performing destructive tests, also inspect the opened joint for proper installation characteristics recommended by manufacturer, and report any deficiencies.
 5. Deliver the samples removed during destructive tests in separate sealed plastic bags, identified with project, location, test date, and test results, to Owner.

6. If any combination of sealant type and substrate does not show evidence of minimum adhesion or shows cohesion failure before minimum adhesion, report results to Architect.
- J. Nondestructive Field Adhesion Test: Test for adhesion in accordance with ASTM C1521, using Nondestructive Spot Method.
- K. Destructive Field Adhesion Test: Test for adhesion in accordance with ASTM C1521, using Destructive Tail Procedure.
 1. Sample: At least 18 inches (457 mm) long.
 2. Minimum Elongation Without Adhesive Failure: Consider the tail at rest, not under any elongation stress; multiply the stated movement capability of the sealant in percent by two; then multiply 1 inch (25.4 mm) by that percentage; if adhesion failure occurs before the 1-inch mark is that distance from the substrate, the test has failed.
 3. If either adhesive or cohesive failure occurs before minimum elongation, take necessary measures to correct conditions and retest; record each modification to products or installation procedures.
 4. Record results on Field Quality Control Log.
 5. Repair failed portions of joints.
- L. Field Adhesion Tests of Joints: Test for adhesion using most appropriate method in accordance with ASTM C1521, or another applicable method as recommended by manufacturer.

1.06 WARRANTY

- A. See Section 01 7800 - Closeout Submittals for additional warranty requirements.
- B. Manufacturer Warranty: Provide 2-year manufacturer warranty for installed sealants and accessories that fail to achieve a watertight seal, exhibit loss of adhesion or cohesion, or do not cure. Complete forms in Owner's name and register with manufacturer.
- C. Extended Correction Period: Correct defective work within 2-year period commencing on Date of Substantial Completion.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Nonsag Sealants:
 1. Dow: www.dow.com/#sle.
 2. Henry, a Carlisle Company: www.henry.com/#sle.
 3. Hilti, Inc: www.hilti.com/#sle.
 4. Pecora Corporation: www.pecora.com/#sle.
 5. Sika Corporation: usa.sika.com/#sle.
 6. Tremco Commercial Sealants & Waterproofing: www.tremcosealants.com/#sle.
 7. W. R. Meadows, Inc: www.wrmeadows.com/#sle.
 8. Substitutions: See Section 01 6000 - Product Requirements.

2.02 JOINT SEALANT APPLICATIONS

- A. Scope:
 1. Exterior Joints:
 - a. Seal the following joints:
 - 1) Wall expansion and control joints.
 - 2) Joints between doors, windows, and other frames or adjacent construction.
 - 3) Joints between different exposed materials.
 2. Interior Joints:
 - a. Seal the following joints:
 - 1) Joints between door frames, window frames, and other frames and adjacent construction.
 - 2) Joints between different exposed materials.
 3. Do Not Seal:

- a. Intentional weep holes in masonry.
 - b. Joints indicated to be covered with expansion joint cover assemblies.
 - c. Joints where sealant is specified to be furnished and installed by manufacturer of product to be sealed.
 - d. Joints where sealant installation is specified in other sections.
- B. Exterior Joints: Use nonsag silyl-terminated polyether/polyurethane sealant, unless otherwise indicated.
- C. Interior Joints: Use nonsag polyurethane sealant, unless otherwise indicated.

2.03 JOINT SEALANTS - GENERAL

- A. Sealants and Primers: Provide products with acceptable levels of volatile organic compound (VOC) content; see Section 01 6116.
- B. Colors: As indicated on drawings.

2.04 NONSAG JOINT SEALANTS

- A. Hybrid Elastomeric Sealant: ASTM C920, Grade NS, Uses M and A; single component; not expected to withstand continuous water immersion or traffic.
- 1. Movement Capability: Plus and minus 50 percent, minimum.
 - 2. Color: To be selected by Architect from manufacturer's standard range.
 - 3. Service Temperature Range: Minus 75 to 300 degrees F (Minus 60 to 150 degrees C).
- B. Polyurethane Sealant: ASTM C920, Grade NS, Uses M and A; single or multi-component; not expected to withstand continuous water immersion or traffic.
- 1. Hardness Range: 20 to 35, Shore A, when tested in accordance with ASTM C661.
 - 2. Color: To be selected by Architect from manufacturer's standard range.
 - 3. Service Temperature Range: Minus 40 to 180 degrees F (Minus 40 to 82 degrees C).

2.05 ACCESSORIES

- A. Sealant Backing Materials, General: Materials placed in joint before applying sealants; assists sealant performance and service life by developing optimum sealant profile and preventing three-sided adhesion; type and size recommended by sealant manufacturer for compatibility with sealant, substrate, and application.
- B. Backing Tape: Self-adhesive polyethylene tape with surface that sealant will not adhere to and recommended by tape and sealant manufacturers for specific application.
- C. Masking Tape: Self-adhesive, nonabsorbent, nonstaining, removable without adhesive residue, and compatible with surfaces adjacent to joints and sealants.
- D. Joint Cleaner: Noncorrosive and nonstaining type, type recommended by sealant manufacturer; compatible with joint forming materials.
- E. Primers: Type recommended by sealant manufacturer to suit application; nonstaining.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that joints are ready to receive work.
- B. Verify that backing materials are compatible with sealants.
- C. Preinstallation Adhesion Testing: Install a sample for each test location indicated in the test plan.
- 1. Test each sample as specified in PART 1 under QUALITY ASSURANCE article.
 - 2. Notify Architect of date and time that tests will be performed, at least seven days in advance.
 - 3. Record each test on Preinstallation Adhesion Test Log as indicated.

4. If any sample fails, review products and installation procedures, consult manufacturer, or take other measures that are necessary to ensure adhesion; retest in a different location; if unable to obtain satisfactory adhesion, report to Architect.
5. After completion of tests, remove remaining sample material and prepare joints for new sealant installation.

3.02 PREPARATION

- A. Remove loose materials and foreign matter that could impair adhesion of sealant.
- B. Clean joints, and prime as necessary, in accordance with manufacturer's instructions.
- C. Perform preparation in accordance with manufacturer's instructions and ASTM C1193.
- D. Mask elements and surfaces adjacent to joints from damage and disfigurement due to sealant work; be aware that sealant drips and smears may not be completely removable.
- E. Concrete Floor Joints That Will Be Exposed in Completed Work: Test joint filler in an inconspicuous area to verify that it does not stain or discolor slab.

3.03 INSTALLATION

- A. Install this work in accordance with sealant manufacturer's requirements for preparation of surfaces and material installation instructions.
- B. Provide joint sealant installations complying with ASTM C1193.
- C. Install acoustical sealant application work in accordance with ASTM C919.
- D. Measure joint dimensions and size joint backers to achieve width-to-depth ratio, neck dimension, and surface bond area as recommended by manufacturer, except where specific dimensions are indicated.
- E. Install bond breaker backing tape where backer rod cannot be used.
- F. Install sealant free of air pockets, foreign embedded matter, ridges, and sags, and without getting sealant on adjacent surfaces.
- G. Do not install sealant when ambient temperature is outside manufacturer's recommended temperature range, or will be outside that range during the entire curing period, unless manufacturer's approval is obtained and instructions are followed.
- H. Nonsag Sealants: Tool surface concave, unless otherwise indicated; remove masking tape immediately after tooling sealant surface.

3.04 FIELD QUALITY CONTROL

- A. See Section 01 4000 - QUALITY REQUIREMENTS for additional requirements.
- B. Perform field quality control inspection/testing as specified in PART 1 under QUALITY ASSURANCE article.
- C. Non-Destructive Adhesion Testing: If there are any failures in first 100 linear feet (30 linear m), notify Architect immediately.
- D. Remove and replace failed portions of sealants using same materials and procedures as indicated for original installation.

3.05 POST-OCCUPANCY

- A. Post-Occupancy Inspection: Perform visual inspection of entire length of project sealant joints at a time that joints have opened to their greatest width, i.e., at low temperature in thermal cycle. Report failures immediately and repair them.

END OF SECTION 07 9200

**SECTION 09 9600
HIGH-PERFORMANCE COATINGS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. High performance coatings.
- B. Surface preparation.

1.02 REFERENCE STANDARDS

- A. ASTM D4258 - Standard Practice for Surface Cleaning Concrete for Coating; 2023.
- B. MPI (APL) - Master Painters Institute Approved Products List; Master Painters and Decorators Association; Current Edition.
- C. MPI (APSM) - Master Painters Institute Architectural Painting Specification Manual; Current Edition.
- D. NFPA 101 - Life Safety Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- E. SSPC-SP 1 - Solvent Cleaning; 2015, with Editorial Revision (2016).
- F. SSPC-SP 2 - Hand Tool Cleaning; 2024.
- G. SSPC-SP 6/NACE No.3 - Commercial Blast Cleaning; 2006.
- H. SSPC-SP 13/NACE No.6 - Surface Preparation of Concrete; 2018.

1.03 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide complete list of all products to be used, with the following information for each:
 - 1. Manufacturer's name, product name and/or catalog number, and general product category (e.g. "alkyd enamel").
 - 2. MPI product number (e.g. MPI #47).
 - 3. Cross-reference to specified coating system(s) product is to be used in; include description of each system.
 - 4. Manufacturer's installation instructions.
 - 5. If proposal of substitutions is allowed under submittal procedures, explanation of all substitutions proposed.
- C. Samples: Submit two samples 8 by 8 inch (203 by 203 mm) in size illustrating colors available for selection.
- D. Manufacturer's Certificate: Certify that high-performance coatings comply with VOC limits specified.
- E. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.
- F. Manufacturer's Installation Instructions: Indicate special procedures and perimeter conditions requiring special attention.
- G. Maintenance Data: Include cleaning procedures and repair and patching techniques.
- H. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
 - 1. See Section 01 6000 - Product Requirements, for additional provisions.
 - 2. Extra Coating Materials: 1 gallon (4 liters) of each type and color.
 - 3. Label each container with manufacturer's name, product number, color number, and room names and numbers where used.

1.04 QUALITY ASSURANCE

- A. Maintain one copy of each referenced document that applies to application on site.

- B. Manufacturer Qualifications: Company specializing in manufacturing the Products specified in this section with minimum 10 years documented experience.
- C. Applicator Qualifications: Company specializing in performing the work of this section with minimum 5 years documented experience.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.
- B. Container Label: Include manufacturer's name, type of coating, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.
- C. Coating Materials: Store at minimum ambient temperature of 45 degrees F (7 degrees C) and a maximum of 90 degrees F (32 degrees C), in ventilated area, and as required by manufacturer's instructions.

1.06 FIELD CONDITIONS

- A. Follow manufacturer's recommended procedures for producing best results, including testing of substrates, moisture in substrates, and humidity and temperature limitations.
- B. Do not apply exterior coatings during rain or snow, or when relative humidity is outside the humidity ranges required by the coating product manufacturer.
- C. Do not install materials when temperature is below 55 degrees F (13 degrees C) or above 90 degrees F (32 degrees C).
- D. Maintain this temperature range, 24 hours before, during, and 72 hours after installation of coating.
- E. Provide lighting level of 80 ft candles (860 lx) measured mid-height at substrate surface.
- F. Restrict traffic from area where coating is being applied or is curing.

1.07 WARRANTY

- A. See Section 01 7800 - Closeout Submittals for additional warranty requirements.
- B. Correct defective Work within a five year period after Date of Substantial Completion.
- C. Warranty: Include coverage for bond to substrate.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Only materials (primers, coatings, etc.) listed in the latest edition of the MPI (APL) are acceptable for use on this project.
- B. Provide high performance coating products from the same manufacturer to the greatest extent possible.
 - 1. Substitution of MPI-approved products by a different manufacturer is preferred over substitution of unapproved products by the same manufacturer.
- C. High-Performance Coatings:
 - 1. APV Engineered Coatings: www.apvcoatings.com/#sle.
 - 2. Dow: www.dow.com/#sle.
 - 3. Pittsburgh Paints: www.pittsburghpaintsco.com/#sle.
 - 4. Precision Coatings: www.precisioncoatingsinc.com/#sle.
 - 5. Sika Corporation: usa.sika.com/#sle.
 - 6. **Sherwin-Williams Company: www.protective.sherwin-williams.com/industries/#sle. (Basis of Design)**
 - 7. Tnemec Company, Inc: www.tnemec.com/#sle.
 - 8. Substitutions: Section 01 6000 - Product Requirements.

2.02 HIGH-PERFORMANCE COATINGS

- A. Provide coating systems that meet the following minimum performance criteria, unless more stringent criteria are specified:
 - 1. Surface Burning Characteristics: Flame spread/Smoke developed index of 0/0, maximum, when tested in accordance with ASTM E84.
 - 2. NFPA 101, Class A rated.
 - 3. Hardness: 4H, when tested in accordance with ASTM D3363.
 - 4. Adhesion: 4B, when tested in accordance with ASTM C3359.
 - 5. Lead Content: None.
 - 6. Water Vapor Transmission: _____, when tested in accordance with _____.

2.03 TOP COAT MATERIALS

- A. Coatings - General: Provide complete multi-coat systems formulated and recommended by manufacturer for the applications indicated, in the thicknesses indicated; number of coats specified does not include primer or filler coat.
- B. Urethane Coating for metals and wood:
 - 1. Number of Coats: Two.
 - 2. Product Characteristics:
 - a. Dry film thickness, per coat: 1,4 mils, minimum.
 - b. Comply with the performance requirements specified above for severe exposure.
 - 3. Top Coat(s): Polyurethane, Water Based, One or Two-Component.
 - a. Sheen: Semi-Gloss.
 - b. Products:
 - 1) Sherwin-Williams Pro Industrial Waterbased Alkyd Urethane, Semi-Gloss: www.protective.sherwin-williams.com/#sle.
 - 2) Substitutions: Section 01 6000 - Product Requirements.
- C. Shellac: Pure, white type.

2.04 PRIMERS

- A. Primers: Provide the following unless other primer is required or recommended by coating manufacturer.
 - 1. Primer Sealer, Water-Based; MPI #3.
 - a. Products:
 - 1) Sherwin-Williams; ProBlock Premium All-pupuse Water-Based Interior/Exterior Primer: www.protective.sherwin-williams.com/#sle. (MPI #3)
 - 2) Substitutions: Section 01 6000 - Product Requirements.
 - 2. Rust-Inhibitive, Water Based; MPI #107.
 - a. Products:
 - 1) Sherwin-Williams; Pro Industrial Pro-Cryl Universal Primer: www.protective.sherwin-williams.com/#sle. (MPI #107)
 - 2) Substitutions: Section 01 6000 - Product Requirements.

2.05 ACCESSORY MATERIALS

- A. Accessory Materials: Provide primers, sealers, cleaning agents, cleaning cloths, sanding materials, and clean-up materials as required for final completion of coated surfaces.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify existing conditions before starting work.
- B. Do not begin application of coatings until substrates have been properly prepared.
- C. Verify that substrate surfaces are ready to receive work as instructed by the coating manufacturer. Obtain and follow manufacturer's instructions for examination and testing of substrates.

- D. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially affect proper application.
- E. Measure moisture content of surfaces using an electronic moisture meter. Do not apply finishes unless moisture content of surfaces are below the following maximums:
 - 1. Cementitious Substrates: Do not begin application until substrate has cured 28 days minimum and measured moisture content is not greater than 12 percent.
 - 2. Plaster and Stucco: 12 percent.
 - 3. Masonry, Concrete, and Concrete Unit Masonry: 12 percent.
 - 4. Concrete Floors and Traffic Surfaces: 8 percent.
 - 5. Wood: Do not begin application if substrate has moisture content over 12 percent.
- F. Masonry: Verify masonry joints are struck flush.
- G. Proceed with coating application only after unacceptable conditions have been corrected.
 - 1. Commencing coating application constitutes Contractor's acceptance of substrates and conditions.

3.02 PREPARATION

- A. Clean surfaces of loose foreign matter.
- B. Remove substances that would bleed through finished coatings. If unremovable, seal surface with shellac.
- C. Remove finish hardware, fixture covers, and accessories and store.
- D. Existing Painted and Sealed Surfaces:
 - 1. Remove loose, flaking, and peeling paint. Feather edge and sand smooth edges of chipped paint.
 - 2. Clean with mixture of trisodium phosphate and water to remove surface grease and foreign matter.
- E. Concrete:
 - 1. Remove release agents, curing compounds, efflorescence, and chalk. Do not coat surfaces if moisture content or alkalinity of surfaces to be coated exceeds that permitted in manufacturer's written instructions.
 - 2. Clean concrete according to ASTM D4258. Allow to dry.
 - 3. Prepare surface as recommended by coating manufacturer and in accordance with SSPC-SP 13/NACE No.6.
- F. Masonry:
 - 1. Remove efflorescence and chalk. Do not coat surfaces if moisture content or alkalinity of surfaces or if alkalinity of mortar joints exceed that permitted in manufacturer's written instructions. Allow to dry.
 - 2. Prepare surface as recommended by coating manufacturer.
- G. Aluminum: Remove surface contamination and oils and wash with solvent according to SSPC-SP 1.
- H. Galvanized Surfaces:
 - 1. Remove surface contamination and oils and wash with solvent according to SSPC-SP 1.
 - 2. Prepare surface according to SSPC-SP 2.
- I. Ferrous Metal:
 - 1. Solvent clean according to SSPC-SP 1.
 - 2. Remove rust, loose mill scale, and other foreign substances using methods recommended in writing by paint manufacturer and blast cleaning in accordance with SSPC-SP 6/NACE No.3, and protect from corrosion until coated.

3.03 PRIMING

- A. Apply primer to all surfaces, unless specifically not required by coating manufacturer. Apply in accordance with coating manufacturer's instructions.

- B. Wood: Prior to priming patch with filler to produce smooth, even surface.
- C. Concrete: Prior to priming, patch with masonry filler to produce smooth surface.
- D. Wood Items to Receive High-Performance Coating: Wipe off dust and grit, sealing, seal knots, pitch streaks, and sappy sections as directed by coating manufacturer. Fill nail holes and cracks with matching tinted filler.

3.04 COATING APPLICATION

- A. Apply coatings in accordance with manufacturer's written instructions, to thicknesses specified and recommendations in MPI - Architectural Painting and Specification Manual.
- B. Apply in uniform thickness coats, without runs, drips, pinholes, brush marks, or variations in color, texture, or finish. Finish edges, crevices, corners, and other changes in dimension with full coating thickness.

3.05 FIELD QUALITY CONTROL

- A. See Section 01 4000 - QUALITY REQUIREMENTS for general requirements for field inspection.

3.06 CLEANING

- A. Collect waste material that could constitute a fire hazard, place in closed metal containers, and remove daily from site.
- B. Clean surfaces immediately of overspray, splatter, and excess material.
- C. After coating has cured, clean and replace finish hardware, fixtures, and fittings previously removed.
- D. See Section 01 7419 - Construction Waste Management and Disposal for additional requirements.

3.07 PROTECTION

- A. Protect finished work from damage.

END OF SECTION 09 9600

NOT FOR BIDDING PURPOSES

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