

Specifications for:

***ROOF REPLACEMENT  
J. HAL and ALLYNE MACHAT MUSIC  
FACILITY (BAND HALL) -  
BRENHAM CAMPUS  
Blinn College District***

902 College Ave.

Brenham, Texas 77833

Dr. Mary Hensley, Ed. D.

Chancellor of the Blinn College District/CEO



*December 17, 2024*

**By:**

***AESTIMO, INC.***

Facilities Engineering Consultants

*955 Dairy Ashford, Suite 204*

*Houston, Texas, 77079*

**Phone: (281) 556-1522**

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DOCUMENT 000107 - SEALS PAGE

1.1 DESIGN PROFESSIONALS OF RECORD

A. Engineering Consultant:

1. John C. Fairchild
2. P.E.L.S. #68313
3. Responsible for Divisions 01-49 Sections except where indicated as prepared by other design professionals of record.

END OF DOCUMENT 000107

DOCUMENT 000115 - LIST OF DRAWING SHEETS

1.1 LIST OF DRAWINGS

- A. Drawings: Drawings consist of the Contract Drawings and other drawings listed on the Table of Contents page of the separately bound drawing set titled Roof Replacement Blinn College – Brenham Campus – J. Hal and Allyne Machat Music Facility (Band Hall), dated December 17, 2024, as modified by subsequent Addenda and Contract modifications.
- B. List of Drawings: Drawings consist of the following Contract Drawings and other drawings of type indicated:
  - 1. R-1 Roof Demolition Plan.
  - 2. R-2 Building Code Compliance Plan.
  - 3. R-3 Insulation Layout Plan
  - 4. R-4 Roof Replacement Plan.
  - 5. R-5 Roof Replacement Details.

END OF DOCUMENT 000115





## REQUEST FOR PROPOSAL #221

Blinn College District invites qualified firms to submit Competitive Sealed Proposals for:

**ROOFING CONTRACTOR SERVICES**  
**Brenham Campus Band Hall Roof Replacement**

Proposals will close on:

**January 16, 2025 @ 2:30 PM C.D.T**

**Sealed Proposals** must be submitted to the following location with the RFP # in the lower left corner of the envelope.

Vendors are encouraged to register and submit proposals through the Blinn College District E- procurement site: <https://blinn.ionwave.net/Login.aspx>

**Faxed and e-mailed qualifications will not be accepted.**

**Mail Proposals to:**  
**Blinn College District Purchasing**  
**902 College Avenue**  
**Brenham, Texas 77833**

**Deliver Proposals to:**  
**Blinn College District Purchasing**  
**Old Main – 806 College Avenue, Room 207**  
**Brenham, Texas 77833**

**RFP # 221**

**Competitive Sealed Proposals for Roofing Contractor Services – Band Hall Roof Replacement at Blinn College in Brenham.**

Proposals that arrive after the closing date and time will be rejected. Time/date stamp clock in the Purchasing Department shall be the official time of receipt. Responses received in the Purchasing Department after submission deadline shall be returned unopened and will be considered void and unacceptable. Mailing of a Proposal does not ensure that the RFP will be delivered on time or delivered at all. The proposer (not the college mail system) is solely responsible for ensuring the RFP is received prior to the closing date and time. **Delivery at any other campus location or any other department is unacceptable.**

Blinn College District reserves the right to reject any and/or all RFP's, to award contracts as may appear advantageous to the Blinn College District, and to waive all formalities in offering.

*Ross Schroeder – Director of Purchasing*

Blinn College District, a Junior College District of Washington County is receiving competitive sealed proposals for Roofing Contractor services for Band Hall Roof Replacement on the Blinn Campus in Brenham, Texas. The selection of the General Contractor will be in compliance with the provisions of the Texas Educational Code Section 44.031 and consist of the one-step process set forth in Section 2269 of the Texas Government Code.

## **1. Response to Request for Competitive Sealed Proposals**

Respondents are required to provide detailed written responses to this RFP no later than **January 16, 2025 @ 2:30 PM C.D.T.** Responses must be delivered to the Blinn College District, Purchasing Department, Old Main 806 College Avenue, Room 207 Brenham, Texas 77833. Responses may also be submitted through Blinn College's E-procurement site at <https://blinn.ionwave.net/Login.aspx>. Responses received after this date will not be considered or accepted.

Written responses shall address each requirement identified in this RFP. Failure to provide all requested information will be considered an incomplete response. Blinn College District reserves the right to reject any or all proposals and to accept any proposal deemed as providing the best value to the Blinn College District. Blinn College District shall rank the respondents in the order that they provide the "best value" for the College based on the published selection criteria and on the ranking evaluations. Interviews of General Contractor firms may follow at the Owner's option.

Respondents are required to submit one (1) bound (8 ½" x 11" format) copies and one (1) electronic copy (USB flash drive or Disk) of the proposal statement.

Questions regarding the project and this Request for Proposals are to be directed to:

Ross Schroeder  
Blinn College District  
Director of Purchasing  
902 College Ave.  
Brenham, Texas 77833  
Phone: 979-830-4118  
Email: [Ross.Schroeder@Blinn.edu](mailto:Ross.Schroeder@Blinn.edu)

## **RFP #221 Calendar**

<b>Date/Time</b>	<b>Action</b>
December 17, 2024	Advertisement #1
December 24, 2024	Advertisement #2
January 7, 2025, 1:00 pm	Pre-Proposal Meeting: Blinn-Brenham Campus Old Main 806 College Ave, Room 302 Brenham, TX 77833 <a href="#">CLICK HERE FOR CAMPUS MAP</a>
January 10, 2025, 5:00 pm	Last day and time to submit email inquires Submit to: <a href="mailto:Ross.Schroeder@Blinn.edu">Ross.Schroeder@Blinn.edu</a>
January 13, 2025	Addenda issued, if any, communicated by e-mail
January 16, 2025, 2:30 p.m.	Deadline for Submission, RFP #221 Blinn College District Purchasing Attn: Mr. Ross Schroeder, Director of Purchasing 902 College Ave. Brenham, Texas 77833 <a href="#">CLICK HERE FOR CAMPUS MAP</a>
January 2025	Submit Agenda Item to Administration
February 18, 2025	Recommendation of selected firm to the Board of Trustees for approval

## **2. Scope of Work**

- A. The scope of work for the project will include the following, as illustrated, and described within the Contract Documents issued by Aestimo, Inc. and as outlined in the Bid Form:
1. Base Bid 1:
    - a. Remove and properly dispose of existing surfacing (gravel), roof membrane and flashings, insulation board, etc. to prepare for the installation of a new roof membrane system.
    - b. If necessary to perform roof replacement, remove and properly store the metal risewall panels. Re-install metal panels after completion of roofing operations.
    - c. Repair/replace any damaged/deteriorated lightweight insulating concrete deck.
    - d. Raise existing exhaust fan curbs to allow for a minimum of 8 inches in base flashing height at each location.
    - e. Extend existing plumbing vents to allow for a minimum of 8 inches in flashing height at each location.
    - f. Install ¼”/ft. tapered polyisocyanurate insulation board, mechanically fasten through the lightweight insulating concrete to existing steel deck.
    - g. Install ½” flat-stock recovery board (4’x4’ boards) over tapered polyisocyanurate insulation board, set in low-rise foam urethane adhesive.
    - h. Install SBS modified bitumen base sheet membrane, torch applied.

- i. Install a fire-rated, granule-surfaced SBS modified bitumen cool roof cap sheet membrane, torch applied.
  - j. Install fire-rated, granule-surfaced SBS modified bitumen base membrane, torch applied.
  - k. Install new 16 oz. copper edge flashing on Roof Area A. Existing two-piece copper fascia flashing to remain in place.
  - l. Install new 16 oz. copper edge flashing on Roof Area B. Existing copper gutters and downspouts to remain in place.
  - m. Install new copper expansion joint flashing and expansion joint cover at the south perimeter of Roof Area B.
  - n. Install new counter-flashings, penetration flashings, and other sheet metal components.
  - o. Remove corrosion from, properly prepare and apply new paint to all roof-top appurtenances and conduits.
2. Alternate No. 1 – Pre-finished Sheet Metal Risewall Panel Replacement:
- a. Remove and properly dispose of existing metal risewall panels.
  - b. Install new pre-finished sheet metal risewall panels, profile to match existing, color to be selected by Owner.
3. Alternate No. 2 – Gutters, Downspouts, and Flashing Replacement:
- a. Remove and properly dispose of existing two-piece fascia flashing at the perimeter of Roof Area
  - b. Remove and properly dispose of existing gutters and downspouts at the perimeter of Roof Area
  - c. Install new 16 oz. copper two-piece fascia flashing at the perimeter of Roof Area A, size, and profile to match existing.
  - d. Install new 16 oz. copper gutters and downspouts at the perimeter of Roof Area B, size, and profile to match existing. Downspout locations to match existing.

**Project Schedule:**

The anticipated schedule will allow submittals and procurement to commence with the execution of the construction contract and will allow construction to commence on May 12, 2025. The success of this project relies on the completion of all construction by August 1, 2025.

### **3. Evaluation Criteria and Selection Process**

#### **Proposal Evaluation Criteria and Requirements**

All proposals will be evaluated based on the criteria listed below by the evaluation committee. The committee shall consist of individuals who have knowledge or experience of the subject matter in the RFP; or beneficiaries and /or users of the RFP's subject matter.

#### **1. Qualifications, Experience, & Reputation (30 pts.)**

- A. Provide your company profile including history, company principals, number of employees, annual revenues, date the company was established, and any lawsuits/liens within the past five years in accordance with the format included in this RFP.
- B. Provide a list of five (5) completed projects within the last five (5) years, which are similar/relevant to the project under this RFP in accordance with the format included in this RFP.
- C. Relevant Client References – Provide three (3) references of completed projects within the last five (5) years, which are similar/relevant to the project under this RFP in accordance with the format included in this RFP.

#### **2. Proposed Lead Personnel (20 pts.)**

- A. Provide a list of all your proposed personnel indicating the position they will hold within the project and their years of experience as it relates to this project.
- B. Provide an organization chart that depicts all your lead personnel. Include current domicile location for each person and employment duration with the firm.
- C. Provide resumes for all your lead personnel.
- D. Indicate where the office providing the services under this RFP is located.
- E. Indicate if any of the lead personnel are in a different office and the location of that office.
- F. List any current projects that your lead personnel are currently participating.

#### **3. Ability to meet Project Completion Timeline (15 pts.)**

- A. Indicate in a brief paragraph whether your company can meet the project timeline as specified under this RFP.
- B. Provide an overview of the approach and methodology that will be followed to accomplish the project's timeline.
- C. Provide a detail schedule of how the project will be accomplished.

4. Completeness and Thoroughness of Qualifications Package (5 pts.)

A. RFP submittal packet must be clear, concise, and easy to follow. Provide materials in tabs that correspond with all requested information on the criteria factors.

5. Proposal Cost: Provide on Bid form included in the project specifications (30 pts.)

**4. TERMS, CONDITIONS AND AGREEMENTS**

1.000 **ANNULMENTS AND RESERVATIONS:**

1.001 Blinn College District reserves the right to reject any and all bids and waive any and all formalities and conditions. The College reserves the right to retain all bids received for 30 days prior to taking any action and vendors shall not withdraw their bid at any time thereafter. Blinn College shall accept the bid determined by the College to be in its best interest. It is not the intent of any condition or specification in the RFB to prohibit any responsible vendor from submitting a bid.

1.002 This Request for Bid is not construed as a CONTRACT or a COMMITMENT of any kind. The request for bid does not commit Blinn College to pay for any costs incurred in the preparation and submission of specifications or for any costs incurred prior to the execution of a final offer.

1.003 Blinn is not obligated to purchase any item or service, if funds are not allocated by the Grant, legislative session, or the Board of Trustees.

2.000 **VENDOR'S OBLIGATIONS:**

2.001 Substitutions will not be allowed after a bid has been submitted for review and will not be delivered instead of the item bid, unless the item is of a higher quality than the item specified and approved by the Director of Purchasing.

2.002 Any item that does not perform or meet the specifications or warranty, or as claimed by the vendor, will be replaced at no cost to the College.

2.003 Any specification a vendor may not agree with must be submitted in writing to the Purchasing Office four (4) days in advance of the bid closing date.

2.004 Prompt payment discounts shall be listed on the bid form.

2.005 In bidding, give complete information in spaces provided; otherwise, your bid offer may not be given consideration. All bid offers must be signed to be considered.

3.000 **AWARD DETERMINATION / OBLIGATIONS BY THE COLLEGE:**

3.001 Blinn College will award this service to the vendor providing the best value as it deems to be in the best interest of the college.

3.002 In determining to whom to award a contract, the district shall consider:

- A. the price(s) bid.
- B. the quality of the vendor's goods or services.
- C. delivery of services in a timely manner.

- D. the reputation of the vendor and of the vendor's goods or warranty services.
- E. the extent to which the goods or services meet the district's needs.
- F. the vendor's past relationship with the district.
- G. the total long-term cost to the district to acquire the vendor's goods or services; and
- H. any other relevant factor that a private business entity would consider in selecting a vendor.

3.003 The College may make such investigations, as it deems necessary, to determine the ability of the vendor to provide satisfactory performance in accordance with the specifications. The vendor shall furnish to the College all such information and data for this purpose as the College may request.

4.000 **INTERPRETATIONS OF THE SPECIFICATIONS:**

4.001 Only the interpretation or correction so given by the College, in writing, shall be binding and prospective vendors are advised that no other source, outside of the college, is authorized to give information concerning, explain or interpret, the bid document.

4.002 Every request for such interpretation or correction must be in writing to the Director of Purchasing. All such interpretation and supplemental instructions will be in the form of written addenda to the bidding documents prior to the bid opening. Your questions concerning the bid specifications must be submitted in writing. We will return a written answer to your company.

5.000 **DELIVERY:**

5.001 Delivery of equipment and services must be made by the successful vendor to:

Blinn College District  
902 College Avenue  
Brenham, Texas 77833

5.002 No allowance for loss, breakage, damage, or difficulties shall be made.

6.000 **BILLING AND PAYMENT/DISCOUNTING:**

6.001 All invoices are to be submitted and mailed to:

Blinn College District  
902 College Avenue  
Brenham, Texas 77833

6.002 Unless otherwise stated on the purchase order, payment will be net thirty (30) days after receipt of a correct invoice. If a cash discount is allowed for prompt payment, please indicate on the invoice. Partial payments may be paid if partial shipments have been made. Any penalty for delayed payment must be stated on the invoice.

7.000 **TAX EXEMPTIONS:**

7.001 Prices Bid SHALL NOT INCLUDE FEDERAL EXCISE OR STATE SALES AND USE TAXES as the COLLEGE is exempt from the payment of these taxes. Exemption Certificates for the Federal Excise Tax and State of Texas Sales Tax will be furnished upon request.

8.000 **PRICE QUOTATIONS:**

8.001 Lump sum price. The unit price shall include all costs of labor, profit, insurance, FOB freight, etc. to make operational and cover all work outlined in the specifications of this project.

8.002 Bids must be submitted on the forms provided to insure complete uniformity of wording of all bids. Bids may be rejected if they show any omissions, alterations in wording, conditional clauses, or irregularities of any kind.

9.000 **RIGHT OF VENDOR SELECTION:**

9.001 You are notified that although the College is required to submit purchases of all contracts of \$50,000 to competitive bidding, it is not required to accept the lowest bid. In such purchasing the lowest bid may be rejected if the College, in the exercise of its best judgment, feels that the bid of one other than the low bidder will best serve the interest of the College.

9.002 Blinn College District reserves the right to accept or reject any or all bids in its entirety and/or waive all formalities. This inquiry implies no obligation on the part of the buyer, nor does the buyer's silence imply any acceptance or rejection of any quotation offer.

10.000 **REFERENCES:**

10.001 Please provide educational references in addition to non-educational references.

11.000 **CONFLICT OF INTEREST:**

11.001 No public official shall have interest in this contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitled C, Chapter 171 and Chapter 176.

12.000 **ETHICS:**

12.001 The vendor shall not accept or propose gifts or anything of value nor enter any business arrangement with any employee, official or agent of Blinn.

12.002 House Bill 1295

Effective January 1, 2016, Blinn College shall comply with the "Disclosure of Interested Parties" requirements mandated by HB 1295, as implemented by the Texas Ethics Commission. Briefly stated, contracts for goods or services which require an action vote by Blinn's governing body may not be executed by the college until the awarded vendor presents a signed and notarized form disclosing the interested parties to the contract. The awarded vendor will be required to complete the form prior to execution of the contract. If the awarded vendor does not comply, the award may be revoked. The filing application and information can be accessed at:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

13.000 **STATE LAW REQUIREMENTS:**

13.001 This agreement will be governed and construed according to the laws of the State of Texas.

**VENUE** The parties agree that regarding any dispute or litigation that may arise in the execution and performance of this contract, that venue for all proceedings, judicial or otherwise shall be in "Washington County", Texas

13.002 All equipment and services furnished under this contract shall comply with applicable laws, ordinances, and regulations. The bidder shall give all notices and comply with all laws, ordinances,

rules, and regulations, and without such notice to the authorized Owner's representative, the bidder shall bear all costs arising there from.

13.003 On May 30, 1995, Governor, George Bush, signed Senate Bill 1. It became effective on the day he signed it. The following is a requirement included in this law. It is mandatory that the College must include this in all Bids. Each vendor must respond to this section of the law.

**Section 44.034 TEC. Notification of Criminal History of Contractor.** (This section does not apply to a publicly held corporation).

(a) A person or business entity that enters a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony.

The school district must have advance notice that a person, owner, or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.

(b) A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.

13.004 **State of Texas Government Code Chapter 176 –**

Vendors submitting a response to a Blinn College RFB/RFP are responsible for complying with all applicable laws, ordinances and regulations including the provisions of the State of Texas Government Code Chapter 176. As applicable, the person submitting a response to a RFB/RFP must complete and submit a Conflict of Interest Questionnaire form CIQ, in a format approved by the Texas Ethics Commission. This form is to be included with your bid. A copy of the CIQ form can be found at the Texas Ethics Commission Web site.

#### 14.000 **UNIFORM & COMMERCIAL CODE:**

14.001 This writing and subsequent interview information given and forward to the College shall be a sole and final expression of the agreement between the College and the vendor and is intended also as a complete and exclusive statement of the terms of their agreement. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is controlling.

14.002 This agreement shall be governed by the laws of the State of Texas. By submitting a signed bid, the vendor certifies that the company does not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, and certifies that the company complies with equal employment opportunity regulations.

#### 15.000 **ENTIRE AGREEMENT**

15.001 This bid document, the authorized purchase order, and/or a signed contract constitute the entire agreement. No other document will prevail.

#### 16.000 **CANCELLATION**

16.001 Blinn College District shall have the right to cancel for default all or any part of the undelivered portion of this contract if the Awarded Vendor breaches any of the terms hereof including warranties as bid or if the Awarded Vendor becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any remedies which Blinn College District may have in law or equity.

Bidding questions should be referred to:

**Ross Schroeder, Director of Purchasing**

Blinn College District

902 College Ave

Brenham, TX 77833

(979) 830 4118

e-mail: [ross.schroeder@blinn.edu](mailto:ross.schroeder@blinn.edu)

**Felony Conviction Notification**

State of Texas Legislative Senate Bill No. 1, Section 44,034, Notification of Criminal History, Subsection (a), states a person or business entity that enters into a contract with a College must give advance notice to the College if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.

(I) (We), the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

COMPANY NAME: \_\_\_\_\_

AUTHORIZED PRINTED NAME: \_\_\_\_\_

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

**Check the appropriate box and sign the form.**

~ My firm is a publicly held corporation, therefore, this reporting requirement is not applicable.

AUTHORIZED SIGNATURE:

~ My firm is not owned nor operated by anyone who has been convicted of a felony.

AUTHORIZED SIGNATURE:

~ My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

Name of Felony: \_\_\_\_\_

Details of Conviction(s) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

## VENDOR CERTIFICATION FORM

1. Vendor hereby acknowledges that it is unlawful to offer, give, agree to give to any person, or solicit, demand, accept, or agree to accept from another person, a bribe, or unlawful gift, benefit, advantage, gratuity, payment, or an offer of employment in connection with or arising from this RFP or subsequent contract.
2. Persons submitting a response to this RFP must comply with all applicable laws, ordinances and regulations including the provisions of the State of Texas "Local Government Code Chapter 176. As applicable, the person submitting a response to this RFP must complete and submit a Conflict of Interest Questionnaire form CIQ, in a format approved by the Texas Ethics Commission. A copy of the form can be found below or at the Texas Ethics Commission web site <http://www.ethics.state.tx.us/forms/CIQ.pdf>
3. Texas Resident Information: Chapter 2252, Subchapter A, of the Texas Government Code, establishes certain requirement applicable to proposers who are not Texas Residents. Under the Statute, a "Resident" vendor is one whose principal place of business is in Texas, including one whose ultimate parent company or majority owner has its principal place of business in Texas or employs at least 500 persons in the State of Texas:

Location of Principal Place of Business (City / State) and or Number of employees based in Texas:  
Address \_\_\_\_\_

Or Number of Employees that reside in Texas: \_\_\_\_\_

4. **Debarment Certification:** Vendor certifies neither the owner or principal owner has been debarred, suspended, or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549 "Debarment and Suspension" as described in the Federal Register and Rules and Regulations:  
  
 No, Vendor is not currently debarred, suspended or otherwise ineligible.  
 Yes, Vendor is currently debarred, suspended or otherwise ineligible.
5. In accordance with Chapter 2270 of the Texas Government Code, by accepting this contract, you verify that your firm does not Boycott Israel, and agree that during the term of this agreement will not Boycott Israel as that term is defined in the Texas Government Code, Section 808.001 as amended.
6. Texas Government Code, Subchapter F, Prohibition on Contracts with Certain Companies, Section 2252.152, Vendor certifies they do not do business with companies engaged in business with Iran, Sudan, or Foreign Terrorist Organization that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153.

**VENDOR CERTIFICATION.** The undersigned, on behalf of Vendor, certifies that this proposal is made without previous understanding, agreement or connection with any person, firm, or corporation submitting a proposal on the same project, and is in all respects fair and without collusion, fraud, or unlawful acts.

It is further certified that the person whose signature appears below is legally empowered to bind the Company in whose name the proposal is entered.

Submitted this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by and for the Company identified as follows:

Signature: \_\_\_\_\_

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

**CONFLICT OF INTEREST QUESTIONNAIRE**  
For vendor doing business with local governmental entity

**FORM CIQ**

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

**OFFICE USE ONLY**

Date Received

**1** Name of vendor who has a business relationship with local governmental entity.

**2**  Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3** Name of local government officer about whom the information is being disclosed.

\_\_\_\_\_  
Name of Officer

**4** Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes       No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes       No

**5** Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

**6**  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

## DOCUMENT 002600 - PROCUREMENT SUBSTITUTION PROCEDURES

### 1.1 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.
- B. 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 Section 012500 "Substitution Procedures" for conditions under which Substitution requests will be considered following Contract award.

### 1.2 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.

### 1.3 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 Consultant; otherwise requests will be returned without action:
  - 1. Extensive revisions to the Contract Documents are not required.
  - 2. Proposed changes are in keeping with the general intent of the Contract Documents, including the level of quality of the Work represented by the requirements therein.
  - 3. The request is fully documented and properly submitted.

### 1.4 SUBMITTALS

- A. Procurement Substitution Request: Submit to AESTIMO, INC. Procurement Substitution Request must be made in writing by prime contract Bidder only and in compliance with the following requirements:
  - 1. Requests for substitution of materials and equipment will be considered if received no later than [ten] 10 days prior to date of bid opening.
  - 2. Submittal Format: Submit [3] three copies of each written Procurement Substitution Request, using form bound in Project Manual or CSI Substitution Request Form 1.5C.

3. Submittal Format: Submit Procurement Substitution Request, using format provided on Project Web 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) Point-by-point comparison of specified and proposed substitute product data, fabrication drawings, and installation procedures.
    - 2) Copies of current, independent third-party test data of salient product or system characteristics.
    - 3) Samples where applicable or when requested by Consultant.
    - 4) Detailed comparison of significant qualities of the 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.
    - 5) Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
    - 6) Research reports, where applicable, evidencing compliance with building code in effect for Project, from [IBC] 2021 International Building Code.
    - 7) 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 the proposed substitute.
  - c. Provide certification by manufacturer that the substitute proposed 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 the 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 the substitute to perform as represented in the Procurement Substitution Request.

B. Consultant's Action:

1. Consultant may request additional information or documentation necessary for evaluation of the Procurement Substitution Request. Consultant will notify all bidders of acceptance of the proposed substitute by means of an Addendum to the Procurement and Contracting Documents.

C. Consultant's approval of a 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 DOCUMENT 002600

DOCUMENT 003119 - EXISTING CONDITION INFORMATION

1.1 EXISTING CONDITION INFORMATION

- A. This Document with its referenced attachments is part of the Procurement and Contracting Requirements for Project. They provide Owner's information for Bidders' convenience and are intended to supplement rather than serve in lieu of the Bidders' own investigations. They are made available for Bidders' convenience and information but are not a warranty of existing conditions. This Document and its attachments are not part of the Contract Documents.
- B. Existing drawings that include information on existing conditions including previous construction at Project site are available for viewing at the office of Owner.
- C. Existing specifications and submittals that include information on existing conditions including previous construction at Project site are available for viewing at the office of Owner.
- D. Related Requirements:
  - 1. Document 003126 "Existing Hazardous Material Information" for hazardous materials reports that are made available to bidders.

END OF DOCUMENT 003119

DOCUMENT 003126 - EXISTING HAZARDOUS MATERIAL INFORMATION

1.1 EXISTING HAZARDOUS MATERIAL INFORMATION

- A. This Document with its referenced attachments is part of the Procurement and Contracting Requirements for Project. They provide Owner's information for Bidders' convenience and are intended to supplement rather than serve in lieu of Bidders' own investigations. They are made available for Bidders' convenience and information but are not a warranty of existing conditions. This Document and its attachments are not part of the Contract Documents.
- B. An existing asbestos report for Project, prepared by Choice Consulting dated November 13, 2024, is available for viewing as appended to this Document.
- C. Related Requirements:
  - 1. Document 003119 "Existing Condition Information" for information about existing conditions that is made available to bidders.

END OF DOCUMENT 003126



P.O. Box 12333  
College Station, Texas 77842  
979-492-5104

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November 13, 2024

**Blinn College, Brenham Campus – Roofing Materials Replacement and Mechanical Room 128 Pipe Insulation and Associated Materials Project**  
Band Hall – Brenham, Texas 77833

**Attn:** Ms. Jessica Gaida – Director  
Blinn College – Facilities, Planning, and Construction  
(979) 830-4467, [jessica.gaida@blinn.edu](mailto:jessica.gaida@blinn.edu)

**RE: Limited Asbestos Inspection – Blinn College, Brenham Campus**  
**Roofing Materials Replacement and Mechanical Room 128 Pipe Insulation and Associated Materials Project**  
**Band Hall – Brenham, Texas 77833**

Dear Ms. Gaida:

On November 7, 2024, at your request, Choice Consulting, LLC, conducted a limited asbestos inspection at the above referenced property. The inspection and sampling were conducted by Chad A. McLaughlin, a state licensed asbestos individual management planner.

The purpose of the limited asbestos inspection was to confirm or rebut the presence of accessible Asbestos-Containing Building Materials (ACBM) that may be disturbed prior to or during certain roofing materials replacement activities and certain pipe insulation and associated materials renovation activities (per information provided by the client)

at **Blinn College, Brenham Campus – Band Hall (North Section Roof and Mechanical Room 128), Brenham, Texas 77833.**

**Friable** asbestos-containing material refers to material, which contains one percent (1.0%) or more asbestos by weight and when dry, can be crumbled, pulverized, or reduced to powder by hand pressure. **Non-friable** asbestos-containing material is any material containing one percent (1.0%) or more asbestos by weight and when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure.

The Federal National Emission Standard for Hazardous Air Pollutants (NESHAP) 40 Code of Federal Regulations (CFR) Part 61, subpart M requires that prior to any renovation or demolition of a commercial or public building that it must be inspected for the presence of suspect ACBM.

The scope of work and services provided include:

- ◆ Field investigation and visual observations
- ◆ Define homogeneous area materials and sampling strategy
- ◆ Sampling of accessible suspect ACBM
- ◆ Collect information on the condition and friability of ACBM
- ◆ Analysis of accessible suspect ACBM

Suspect ACBM was physically handled to determine friability and bulk samples were obtained for analysis. The inspection involved collection of **nineteen (19)** suspect asbestos-containing building material samples and analyzing under Polarized Light Microscopy with Dispersion Staining (PLM/DS) EPA Method 600 /R-93/ 116. The bulk sample laboratory results, chain of custody forms, sample location drawing, photographs, and asbestos licenses are attached to this report.

## **RESULTS**

The following materials (Homogeneous Areas 7, 8, and 11) were confirmed to contain asbestos at Blinn College, Brenham Campus – Band Hall (North Section Roof and Mechanical Room 128), Brenham, Texas 77833, by laboratory analysis:

**HA 7: Older foam insulation piping elbows and fittings with canvas wrap and white mastic – Approximately 25 LF or 25 individual elbows and fittings, Positive Sample Number 07 (stopped analysis on first positive sample)**

The foam insulation elbows and fittings located in Mechanical Room 128 on older pipe insulation sections were found to contain 2% Chrysotile asbestos in the mastic / wrap layer. The pipe insulation mastic / wrap materials on elbows and fittings were non-friable and in fair to damaged condition at the time of the inspection.

**HA 8: Older fiberglass pipe insulation runs with white mastic / wrap and foil paper covering – Approximately 125 LF, Positive Sample Number 11 (stopped analysis on first positive sample)**

The fiberglass insulation runs located in Mechanical Room 128 on older pipe insulation sections were found to contain 3% Chrysotile asbestos in the mastic / wrap layer. The pipe insulation mastic / wrap materials on runs were non-friable and in damaged condition at the time of the inspection.

**HA 11: Roof core materials / layers (upper roof) – Approximately 4,900 SF, Positive Sample Number 19**

The roofing materials located on the upper flat roof section of the building were found to contain 5% Chrysotile asbestos. The roofing materials were non-friable and in fair condition with certain weathered / damaged locations at the time of the inspection.

**OTHER SAMPLES COLLECTED AND ANALYZED WERE “NONE DETECTED” FOR ASBESTOS.**

## REQUIREMENTS

- Any disturbance or removal of asbestos-containing materials must be done by a State licensed asbestos abatement contractor in accordance with applicable Texas Department of State Health Services (DSHS) regulations.
- An asbestos project design (abatement specification) and air monitoring will also be required by a State licensed asbestos abatement consultant agency.
- A ten (10) working day notification is required to be submitted to the DSHS prior to disturbance of asbestos and renovation / demolition activities.

## LIMITATIONS

This report only applies to the scope of work described herein. This report describes existing conditions at the time of services. Conditions of ACBM may change because of damage, deterioration or other disturbance and may increase the potential for elevated fiber levels.

Suspect asbestos-containing materials detected/uncovered during present or future renovations or demolitions that are not listed as being sampled and analyzed on the attached Laboratory Results and Chain of Custody Form, and will be disturbed, must be sampled and analyzed prior to disturbance. All additional samples and assessments are to be conducted by properly licensed individuals.

This report applies only to accessible areas observed during our field services. Asbestos-containing materials may exist in concealed inaccessible enclosures, such as areas enclosed by permanent partitions, walls, chases, shafts, equipment etc. Material locations and quantities are estimates only and may vary. **Sampling of accessible suspect roofing materials and accessible suspect pipe insulation and associated materials observed and safely obtainable was included in our scope of work. Sampling of all building interior materials or of other exterior materials was not conducted for this project.** Roof patch material was applied to roof core sampling location(s) to help prevent leaks until roof replacement materials are properly

installed. Choice Consulting, LLC is not a certified roofing contractor and the patch material was applied as a temporary roof leak deterrent.

Although a good-faith effort was made to locate ACBM in the area within the scope of work, extensive destructive inspection and/or testing was not conducted due to the expense, potential exposure hazards and/or potential regulatory violations.

Wire insulation, electrical panels, fire rated doors and panels, furnishings, Heating Ventilation and Air Conditioning (HVAC) Systems, fixtures and similar materials and equipment were not sampled due to safety concerns and expense.

Inspection and testing for lead-containing paint, mold, or certain other hazardous and/or regulated materials was not included in our scope of work. Design and/or abatement air monitoring services were not included in the scope of work. Choice Consulting, LLC makes no warranty and assumes no liability for the inappropriate use or misuse of this document.

Please let me know if you have any questions or if you need additional information.

**CHOICE CONSULTING, LLC**



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Brent W. Plant

DSHS Individual Asbestos Consultant License No. 10-5636

DSHS Consultant Agency License No. 10-0480



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Chad A. McLaughlin

DSHS Individual Asbestos Management Planner License No. 20-5557

Attachments (Laboratory results, chain of custody forms, sample location drawing, photographs, and asbestos licenses):

## ASBESTOS BULK ANALYSIS REPORT

Date: November 13, 2024

Choice Consulting, LLC

Report: 6724-4952  
Blinn College / Brenham Campus – Band Hall

This document shall be considered a duly signed original report of the results obtained from the analysis(es) performed. All analyses are done within government guidelines and regulations.

A handwritten signature in black ink, appearing to read 'G.R. Simmons', is positioned above a horizontal line.

Gary R. Simmons  
Laboratory Manager

Lab Comments on Project: N/A

## PLM (Bulk) - Asbestos Analysis Report - Visual ID

EPA 600/R-93/116: Method for the Determination of Asbestos in Bulk Building Materials and EPA – 40 CFR Appendix E to Subpart E of Part 763, Interim Method of the Determination of Asbestos in Bulk Insulation Samples

**Choice Consulting, LLC**  
**P.O. Box 12333**  
**College Station, TX 77842**  
**979-492-5104**  
**Contact: Brent Plant**

**Report Number: 6724-4952**  
**Report Date: November 13, 2024**  
**Samples Collected: November 7, 2024**  
**Date Received: November 8, 2024**  
**Turn-around time: 72 Hour**

**Job ID / Site: Blinn College / Brenham Campus – Band Hall**

Client Sample Number	Lab Sample Number (by layer)	Color / Description / Fibrous / NonFibrous / Homogeneity	Asbestos Content Type & %	Non-Asbestos Fibrous Type & %	Matrix
01	6724-4952-01A	Black / Roofing Material / Fibrous / Homogeneous	None Detected	Fibrous Glass 10%	Binder
	6724-4952-01B	Yellow / Insulation / Fibrous / Homogeneous	None Detected	Fibrous Glass 95%	Binder
	6724-4952-01C	White / Roofing Material / Fibrous / Homogeneous	None Detected	Cellulose 2%	Binder
02	6724-4952-02	Black,Brown / Roof Flashing / Fibrous / Homogeneous	None Detected	Cellulose 2% Fibrous Glass 5%	Binder
03	6724-4952-03	White,Black / Roofing Material / Fibrous / Homogeneous	None Detected	Cellulose 2% Fibrous Glass 5%	Binder
04	6724-4952-04	Grey / Sealant / NonFibrous / Homogeneous	None Detected	None Detected	Binder
05	6724-4952-05	Black / Tar / NonFibrous / Homogeneous	None Detected	None Detected	Binder
06	6724-4952-06	Silver,Black / Roof Flashing / Fibrous / Homogeneous	None Detected	Cellulose 3% Fibrous Glass 5%	Binder
07	6724-4952-07A	White / Mastic / Fibrous / Homogeneous	Chrysotile 2%	None Detected	Binder
	6724-4952-07B	Green / Foam / NonFibrous / Homogeneous	None Detected	None Detected	Binder

Analytical results and reports are generated by Apex Precision Analytical Services at the request of and for the exclusive use of the person or entity (client) named on such report. Result, reports or copies of same will not be released by Apex Precision Analytical Services to any third party without the written request from client. These results only represent the materials submitted. Supporting laboratory documentation is available upon request. This report cannot be used to represent conditions at any other location, date or time and does not imply that this space is free from these or any other contaminants. No responsibility or liability is assumed for the manner in which these results are used or interpreted. This must not be used to claim product endorsement by NVLAP or any government agency of the United States. Apex Precision Analytical Services reserves the right to dispose of all samples after a period of thirty (30) days, according to all state and federal guidelines, unless otherwise specified.

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Client Sample Number	Lab Sample Number (by layer)	Color / Description / Fibrous / NonFibrous / Homogeneity	Asbestos Content Type & %	Non-Asbestos Fibrous Type & %	Matrix
08-09	6724-4952-08-09	Positive Stop (2)			
10	6724-4952-10A	White,Silver / Mastic Wrap / Fibrous / Homogeneous	None Detected	Cellulose 25% Fibrous Glass 5%	Binder
	6724-4952-10B	Yellow / Insulation / Fibrous / Homogeneous	None Detected	Fibrous Glass 95%	Binder
11	6724-4952-11A	White,Silver,Brown / Mastic Wrap / Fibrous / Homogeneous	Chrysotile 3%	Cellulose 20% Fibrous Glass 5%	Binder
	6724-4952-11B	Yellow / Insulation / Fibrous / Homogeneous	None Detected	Fibrous Glass 95%	Binder
12	6724-4952-12	Positive Stop (1)			
13	6724-4952-13A	White,Silver / Mastic Wrap / Fibrous / Homogeneous	None Detected	Cellulose 20% Fibrous Glass 5%	Binder
	6724-4952-13B	Brown / Insulation / Fibrous / Homogeneous	None Detected	Fibrous Glass 95%	Binder
14	6724-4952-14A	White,Silver / Mastic Wrap / Fibrous / Homogeneous	None Detected	Cellulose 20% Fibrous Glass 5%	Binder
	6724-4952-14B	Brown / Insulation / Fibrous / Homogeneous	None Detected	Fibrous Glass 95%	Binder

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Job ID / Site: Blinn College / Brenham Campus – Band Hall

Client Sample Number	Lab Sample Number (by layer)	Color / Description / Fibrous / NonFibrous / Homogeneity	Asbestos Content Type & %	Non-Asbestos Fibrous Type & %	Matrix
15	6724-4952-15A	White,Silver / Mastic Wrap / Fibrous / Homogeneous	None Detected	Cellulose 20% Fibrous Glass 5%	Binder
	6724-4952-15B	Brown / Insulation / Fibrous / Homogeneous	None Detected	Fibrous Glass 95%	Binder
16	6724-4952-16A	White,Silver / Duct Mastic / Fibrous / Homogeneous	None Detected	Synthetic 2%	Binder
	6724-4952-16B	Grey / Duct Mastic / Fibrous / Homogeneous	None Detected	Synthetic 2%	Binder
17	6724-4952-17	Grey / Duct Mastic / Fibrous / Homogeneous	None Detected	Synthetic 2%	Binder
18	6724-4952-18	Grey / Duct Mastic / Fibrous / Homogeneous	None Detected	Synthetic 2%	Binder
19	6724-4952-19A	Black,Brown / Roofing Material / Fibrous / Homogeneous	Chrysotile 5%	Cellulose 5% Fibrous Glass 5%	Binder
	6724-4952-19B	Yellow / Material / Fibrous / Homogeneous	None Detected	Fibrous Glass 95%	Binder

Analytical results and reports are generated by Apex Precision Analytical Services at the request of and for the exclusive use of the person or entity (client) named on such report. Result, reports or copies of same will not be released by Apex Precision Analytical Services to any third party without the written request from client. These results only represent the materials submitted. Supporting laboratory documentation is available upon request. This report cannot be used to represent conditions at any other location, date or time and does not imply that this space is free from these or any other contaminants. No responsibility or liability is assumed for the manner in which these results are used or interpreted. This must not be used to claim product endorsement by NVLAP or any government agency of the United States. Apex Precision Analytical Services reserves the right to dispose of all samples after a period of thirty (30) days, according to all state and federal guidelines, unless otherwise specified.

# Apex Precision Analytical Services, Inc.

An Independent Laboratory Providing Reliable Analysis with Professionalism and Honesty



P. 1 of 2

APASI#:   
 for office use only

6724-4952

## Chain of Custody

Date Collected: 11-7-2024	Date Sent: 11-8-2024
Contact: Brent Plant	Special Instructions: No locations, positive stop per HA
Company: Choice Consulting, LLC	P.O. #:
Address: P.O. Box 12333 College Station, TX 77842	E-Mail: brent@ccpes.net
Phone: 979-492-5104	Fax:
Turn Around Time: (Circle One)	Urgent/ASAP    24 Hours    48Hours <u>72 Hours</u> 5 Days

### Client Job Number/Name:

Blin College Brenham Campus - Band Hall

#### Mycology(Mold) Spore Trap-Air Samples

Fungal/Mold spore count by Air-O-Cell, Cyclex (d), BioCell, or other spore trap cassette/device

#### Mycology(Mold) Bulk ID Samples

Fungal/Mold Identification - bulk sample, tape lift, swab

#### Phase Contrast Microscopy(PCM)-Air Samples

Fiber Concentration by NIOSH Method 7400 Issue 2

#### Polarized Light Microscopy(PLM)-Bulk Samples

Asbestos Identification (Visual Estimation) (19)  
by EPA 600/R-93/116 Method  
 Asbestos Identification (Point Count)  
by EPA 600/M4-82-020 Method  
 Asbestos Identification (Soil/Prep)  
by Gravimetric Reduction

#### Industrial Hygiene-Air & Bulk Samples

(RCF) Refractory Ceramic Fiber (Bulk) Identification (Visual Estimation) by Polarized Light Microscopy  
 Total Nuisance Dust (Air) by NIOSH Method 0500  
 Total Respirable Dust (Air) by NIOSH Method 0600

Sample #:	Location/Description:	Volume
01	Roof - Roof core materials/layers (Lower Roof)	HA1
02	Roof - Black/gray Roof flashing materials Lower to upper	HA2
03	Roof - white/black parapet wall Roof flashing materials	HA3
04	Roof - metal Roof cap seams sealant (off-white)	HA4

Relinquished by:

*[Signature]*

Received by:

*[Signature]*

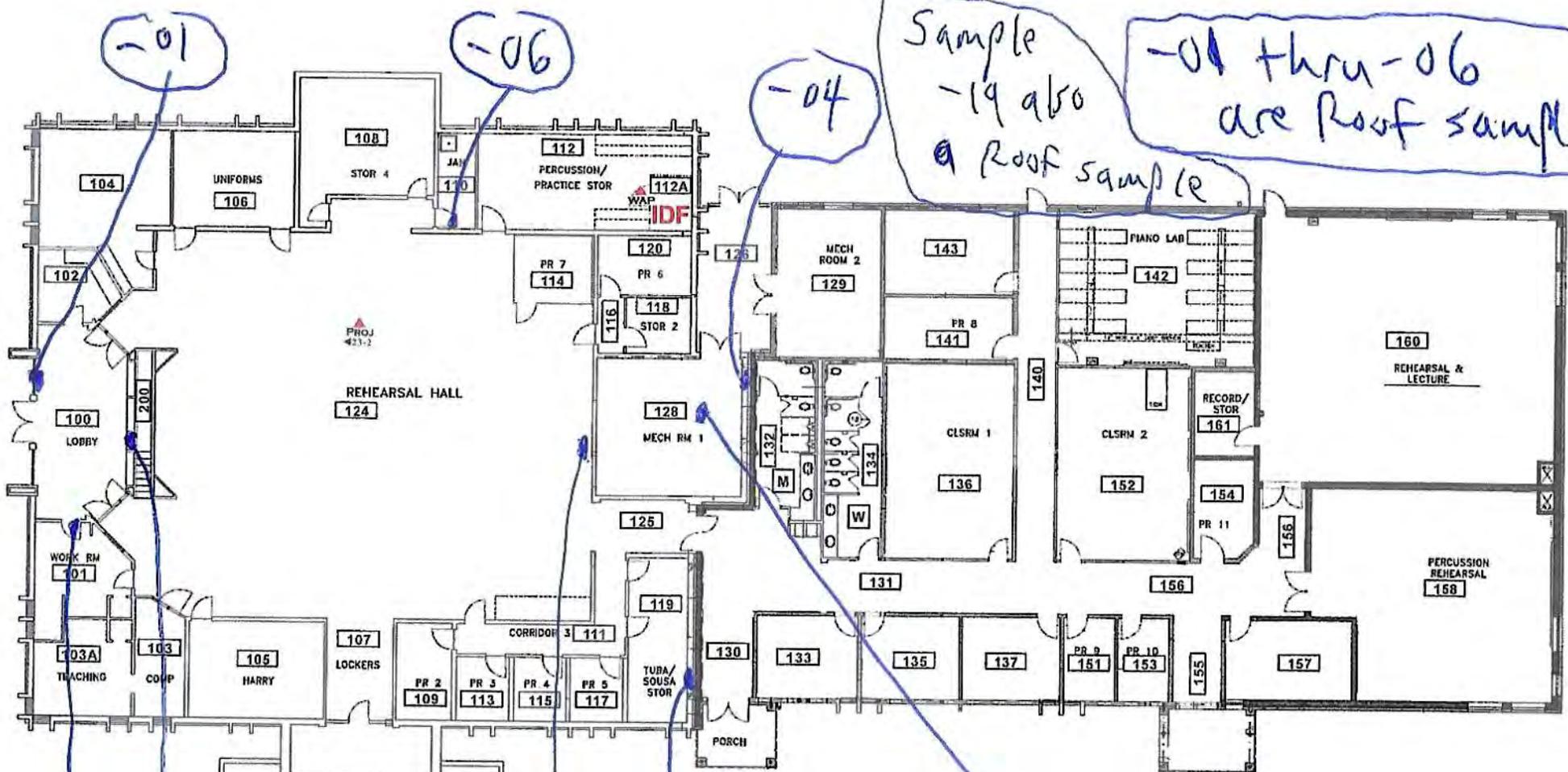
Date: 11-8-2024 Time: 12:05pm

Date:

11/8/24

Time: 1215





Sample -19 also a Roof sample

-01 thru -06 are Roof samples

-07 thru -10 mech. Room (28)

11/7/2024

N ←

# BAND HALL BUILDING

237' by 105'

1st Floor

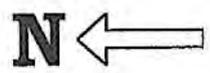
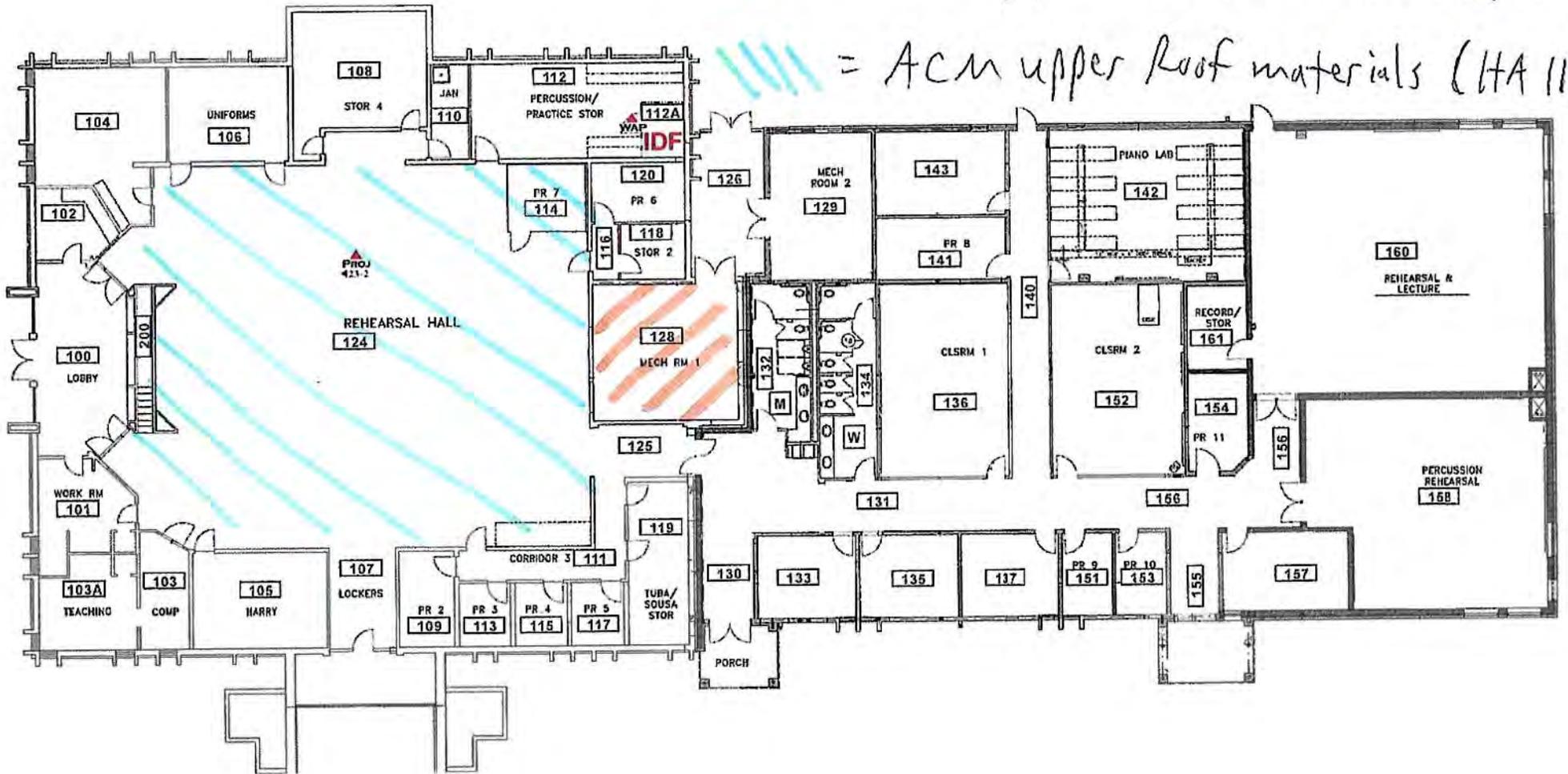
Rev. 10/08/12

# BRENHAM

-  PROJ  
Projector
-  WAP  
Wireless Access Point
-  Security Camera

//// = ACM pipe Insulation materials (HA 7+8)

//// = ACM upper Roof materials (HA 11)



# BAND HALL BUILDING

## 1st Floor

# BRENHAM

237' by 105'

Rev. 10/08/12

-  PROJ  
Projector
-  WAP  
Wireless Access Point
-  Camera  
Security Camera



1. Blinn College, Brenham Campus – Band Hall



2. View of the Band Hall lower roof section



3. View of the Band Hall upper roof section



4. Asbestos Homogeneous Area 1  
– Roof core materials / layers (lower roof); Sample 01



5. Asbestos Homogeneous Area 2  
– Black / gray lower to upper roof and penetrations flashing materials; Sample 02



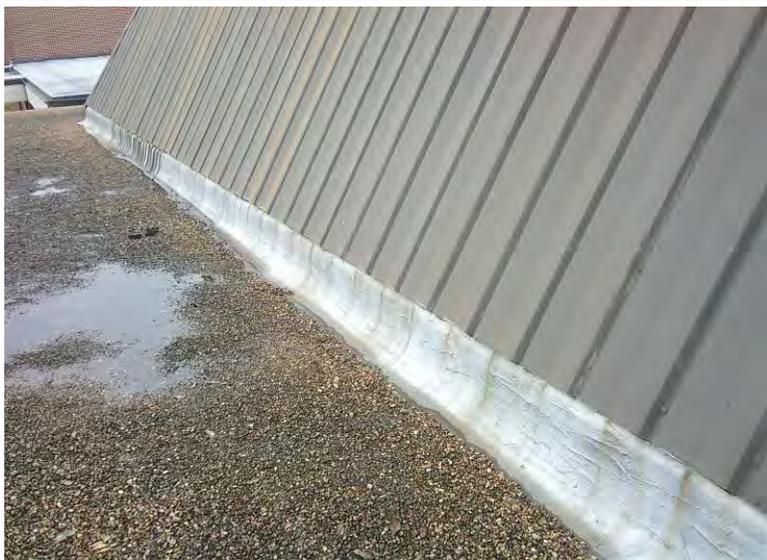
6. Asbestos Homogeneous Area 3  
– White / black parapet wall roof flashing materials; Sample 03



7. Asbestos Homogeneous Area 4  
– Off-white metal roof cap seams  
sealant; Sample 04



8. Asbestos Homogeneous Area 5  
– Black roof tar; Sample 05



9. Asbestos Homogeneous Area 6  
– Silver / black lower to upper roof  
flashing patch materials; Sample 06



**10. Asbestos Homogeneous Area 11 – Roof core materials / layers (upper roof); Sample 19**

**5% Chrysotile Asbestos**



**11. Another view of Asbestos Homogeneous Area 11 – Roof core materials / layers (upper roof); Sample 19**

**5% Chrysotile Asbestos**



**12. View of the Mechanical Room 128 entry doors**



13. View of Mechanical Room 128



14. **Asbestos Homogeneous Area 7 – Foam insulation elbows and fittings with canvas wrap and white mastic; Samples 07 through 09**

**2% Chrysotile Asbestos**



15. **Another view of Asbestos Homogeneous Area 7 – Foam insulation elbows and fittings with canvas wrap and white mastic; Samples 07 through 09**

**2% Chrysotile Asbestos**



**16. Asbestos Homogeneous Area 8 – Older fiberglass pipe insulation runs with white mastic / wrap and foil paper covering; Samples 10 through 12**

**3% Chrysotile Asbestos**



**17. Another view of Asbestos Homogeneous Area 8 – Older fiberglass pipe insulation runs with white mastic / wrap and foil paper covering; Samples 10 through 12**

**3% Chrysotile Asbestos**



**18. Asbestos Homogeneous Area 9 – Newer fiberglass pipe insulation runs with white mastic and foil paper covering; Samples 13 through 15**



19. Asbestos Homogeneous Area  
10 – White / gray mastic on metal  
HVAC ducts; Samples 16 through  
18



**Texas Department of  
State Health Services**

**Asbestos Individual Management Planner**

**CHAD A MCLAUGHLIN**

**License No. 205557**

**Control No. 96588**

**Expiration Date: 27-Jun-2025**





**TEXAS**  
Health and Human  
Services

Texas Department of State  
Health Services

**Asbestos Individual Consultant**

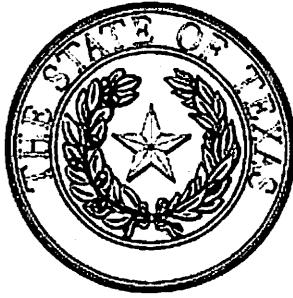
**BRENT W PLANT**

**License Number: 105636**

**Control Number: 98451**

**Expiration Date: 24-Aug-2026**





Texas Department of State Health Services

CHOICE CONSULTING LLC

*is certified to perform as an*

Asbestos Consultant Agency

*in the State of Texas and is hereby governed by the rights, privileges and responsibilities set forth in Texas Occupations Code, Chapter 1954 and Title 12, Texas Administrative Code, Chapter 295 relating to Texas Asbestos Health Protection, as long as this license is not suspended or revoked.*



**License Number: 100480**

**Expiration Date: 10/26/2024**

**Control Number: 97513**

*Jennifer Shuford, MD, MPH*  
**Jennifer Shuford, MD, MPH**  
**Commissioner of Health**

**(Void After Expiration Date)**

VOID IF ALTERED NON-TRANSFERABLE

SEE BACK



**License Number: 100480**

**Current Date: 11/11/2024 03:22 PM**

**Name: CHOICE CONSULTING LLC**  
**License Type: Asbestos Consultant Agency**  
**License Status: Current**  
**Expiry Date: 10/26/2026**  
**Effective Rank Date: 03/27/2012**

**Addresses**

**Main Address**

Address

750 WILLIAM D FITCH PKWY  
 APT 520  
 COLLEGE STATION , TX  
 BRAZOS  
 77845  
 US

Phone Number:

9794925104

**Physical Addr**

Address

750 WILLIAM D FITCH PKWY #520  
 COLLEGE STATION , TX  
 BRAZOS  
 77845  
 US

Phone Number:

9794925104

**Mailing Address**

Address

CHOICE CONSULTING LLC  
 COLLEGE STATION , TX  
 BRAZOS  
 77842  
 US

Phone Number:

9794925104

**Disciplinary Actions**

Date of Action:	Action(s):	Action Start Date	Action End Date
09/11/2018	Administrative Penalty	09/11/2018	09/11/2018
03/15/2023	Administrative Penalty	03/15/2023	03/29/2023

**Asbts Consult. Agency Designated Person**

Licensee's Role:

**Asbestos Consultant Agency**

Related Party Role:

**Asbestos Individual Consultant**

**Related Party Name**

**License**

**Address**

**PLANT, BRENT W**

**Asbestos Individual Consultant  
#105636**

**COLLEGE STATION , TX**

**Status: Current**

**BRAZOS**

**Expiration  
Date: 08/24/2026**

**77842**

**US**



Texas Department of State Health Services

APEX PRECISION ANALYTICAL SERVICES INC DBA  
APASI LAB

*is certified to perform as an*

Asbestos Laboratory

PCM, PLM

*in the State of Texas and is hereby governed by the rights, privileges and responsibilities set forth in Texas Occupations Code; Chapter 1954 and Title 12, Texas Administrative Code, Chapter 295 relating to Texas Asbestos Health Protection, as long as this license is not suspended or revoked.*



*License Number: 300312*

*Expiration Date: 04/29/2026*

*Control Number: 96786*

*Jennifer Shuford, MD, MPH,  
Commissioner of Health*

*(Void After Expiration Date)*

VOID IF ALTERED - NON-TRANSFERABLE

SEE BACK

DOCUMENT 004113 – BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

1.1 BID INFORMATION

- A. Bidder's Name: \_\_\_\_\_.
- B. Bidder's Street Address: \_\_\_\_\_.
- C. Bidder's City, State, Zip, Phone: \_\_\_\_\_.
- D. Project Name: Roof Replacement – J. Hal and Allyne Machat Music Facility (Band Hall).
- E. Project Location: Blinn College – Brenham Campus.
- F. Owner: Blinn College District.
- G. Consultant: Aestimo, Inc.
- H. Consultant Project Number: 245300-01.

1.2 CERTIFICATIONS AND BASE BID

- A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by Aestimo, Inc., having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:
  - 1. Base Bid (include \$20,000 Owner's Contingency):
    - a. \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).
    - b. The above amount may be modified by amounts indicated by the Bidder on the attached Document 004322 "Unit Prices Form" and Document 004323 "Alternates Form."
    - c. Materials Lead Time: \_\_\_\_\_
    - d. Required working days from a start date of May 15, 2025: \_\_\_\_\_

1.3 ALLOWANCES

- A. Owner's Contingency Allowance: Owner's contingency allowance, these funds shall be included in the contract price for use at the sole discretion of the owner and Consultant/Engineer, complete in place for the lump sum price of \$20,000.00.

1.4 UNIT PRICES

- A. Unit-Price No. 1: Lightweight Insulating Concrete Deck Replacement.  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_) per SF.
- B. Unit-Price No. 2: Steel Deck Replacement.  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_) per SF.
- C. Unit-Price No. 3: Copper Gutter Replacement.  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_) per LF.
- D. Unit-Price No. 4: Copper Downspout Replacement.  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_) per LF.
- E. Unit-Price No. 5: Copper Fascia Flashing Replacement.  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_) per LF.

1.5 SCHEDULE OF ALTERNATES

- A. Alternate No. 1: Pre-finished Sheet Metal Risewall Panel Replacement:
  - 1. ADD \_\_\_ DEDUCT \_\_\_ NO CHANGE \_\_\_ NOT APPLICABLE \_\_\_.
  - 2. \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).
  - 3. ADD \_\_\_ DEDUCT \_\_\_ calendar days to adjust the Contract Time for this alternate.
- B. Alternate No. 2: Gutters, Downspouts, and Flashing Replacement:
  - 1. ADD \_\_\_ DEDUCT \_\_\_ NO CHANGE \_\_\_ NOT APPLICABLE \_\_\_.
  - 2. \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).
  - 3. ADD \_\_\_ DEDUCT \_\_\_ calendar days to adjust the Contract Time for this alternate.

BID GUARANTEE

- A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within [10] ten days after a written Notice of Award, if offered within [60] sixty days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the following amount constituting five percent (5%) of the Base Bid amount above:
  - 1. \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).
- B. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

1.6 SUBCONTRACTORS AND SUPPLIERS

- A. The following companies shall execute subcontracts for the portions of the Work indicated:
  - 1. Masonry Work: \_\_\_\_\_.
  - 2. Plumbing Work: \_\_\_\_\_.
  - 3. HVAC Work: \_\_\_\_\_.
  - 4. Electrical Work: \_\_\_\_\_.
  - 5. Other Work: \_\_\_\_\_.

1.7 EXTRA WORK FEES

- A. The undersigned agrees that for additional work added to the Contract and for extra costs resulting from changes in the work, the allowance for overhead and profit shall be in accordance with the following schedule, but in no case shall it exceed a maximum of 15 percent (Overhead shall include payroll taxes and supervision):
  - 1. For the Contractor, for any work provided by his own forces: 10% of the cost. For the Contractor, for work produced by his subcontractors: 5% of the amount due the subcontractor.
  - 2. The General Contractor shall not be allowed to charge the Owner for “extended overhead” charges relating to change orders or weather delays.

1.8 TIME OF COMPLETION

- A. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Consultant and shall fully complete the Work by August 1, 2025.

1.9 LIQUIDATED DAMAGES

- A. The undersigned Bidder agrees to pay Liquidated Damages in the amount of \$1,000.00 per calendar day for failure to complete work within the contracted time in accordance with the Supplementary Conditions established in the Contract.

1.10 ACKNOWLEDGEMENT OF ADDENDA

- A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:
  - 1. Addendum No. 1, dated \_\_\_\_\_.
  - 2. Addendum No. 2, dated \_\_\_\_\_.
  - 3. Addendum No. 3, dated \_\_\_\_\_.
  - 4. Addendum No. 4, dated \_\_\_\_\_.

1.11 BID SUPPLEMENTS

- A. The following supplements are a part of this Bid Form and are attached hereto.
  - 1. Bid Form Supplement - Bid Bond Form (AIA Document A310).
  - 2. Bid Form Supplement – Proposed Schedule of Values form (AIA Document G703)

1.12 CONTRACTOR'S LICENSE

- A. The undersigned further states that it is a duly licensed contractor for the type of work proposed in Brenham, Texas, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.13 OTHER CONDITIONS

- A. The undersigned agrees to the following:
  - 1. Will furnish all labor and materials as shown and specified.
  - 2. Understands that the Owner reserves the right to reject any or all Bids and to waive any informalities in the Bidding, and to assign the Work to the Bidder who, in the opinion of the Owner, serves the Owner's best interests.
  - 3. Attests that the bid is submitted without collusion with any other bidder.
  - 4. Pay all applicable permits and fees.
  - 5. Provide insurance, performance and payment bonds per the owner's standard contracting documents.
  - 6. Provide a 5% bid bond.

1.14 SUBMISSION OF BID

- A. Respectfully submitted this \_\_\_\_ day of \_\_\_\_\_, 2025.
- B. Submitted By: \_\_\_\_\_ (Name of bidding firm or corporation).
- C. Authorized Signature: \_\_\_\_\_ (Handwritten signature).
- D. Signed By: \_\_\_\_\_ (Type or print name).
- E. Title: \_\_\_\_\_ (Owner/Partner/President/Vice President).
- F. Witness By: \_\_\_\_\_ (Handwritten signature).
- G. Attest: \_\_\_\_\_ (Handwritten signature).
- H. By: \_\_\_\_\_ (Type or print name).
- I. Title: \_\_\_\_\_ (Corporate Secretary or Assistant Secretary).
- J. Street Address: \_\_\_\_\_.
- K. City, State, Zip: \_\_\_\_\_.
- L. Phone: \_\_\_\_\_.
- M. License No.: \_\_\_\_\_.
- N. Federal ID No.: \_\_\_\_\_ (Affix Corporate Seal Here).

END OF DOCUMENT 004113

DOCUMENT 004313 - BID SECURITY FORMS

1.1 BID FORM SUPPLEMENT

- A. A completed bid bond form is required to be attached to the Bid Form.

1.2 BID BOND FORM

- A. AIA Document A310, "Bid Bond," is the recommended form for a bid bond. A bid bond acceptable to Owner, or other bid security as described in the Instructions to Bidders, is required to be attached to the Bid Form as a supplement.
- B. Copies of AIA standard forms may be obtained from The American Institute of Architects; [www.aia.org/contractdocs/purchase/index.htm](http://www.aia.org/contractdocs/purchase/index.htm); email: [docspurchases@aia.org](mailto:docspurchases@aia.org); (800) 942-7732.

END OF DOCUMENT 004313

DOCUMENT 004373 - PROPOSED SCHEDULE OF VALUES FORM

1.1 BID FORM SUPPLEMENT

- A. A completed Proposed Schedule of Values form is required to be attached to the Bid Form.

1.2 PROPOSED SCHEDULE OF VALUES FORM

- A. Proposed Schedule of Values Form: Provide a breakdown of the bid amount, including alternates, in enough detail to facilitate continued evaluation of bid. Coordinate with the Project Manual table of contents. Provide multiple line items for principal material and subcontract amounts in excess of five percent of the Contract Sum.
- B. Arrange schedule of values consistent with format of AIA Document G703.
  - 1. Copies of AIA standard forms may be obtained from the American Institute of Architects; <http://www.aia.org/contractdocs/purchase/index.htm>; [docspurchases@aia.org](mailto:docspurchases@aia.org); (800) 942-7732.

END OF DOCUMENT 004373

DOCUMENT 004393 - BID SUBMITTAL CHECKLIST

1.1 BID INFORMATION

- A. Bidder: \_\_\_\_\_.
- B. Prime Contract: \_\_\_\_\_.
- C. Project Name: Roof Replacement – J. Hal and Allyne Machat Music Facility (Band Hall).
- D. Project Location: Blinn College – Brenham Campus.
- E. Owner: Blinn College District.
- F. Consultant: Aestimo, Inc.
- G. Consultant Project Number: 245300-01.

1.2 BIDDER'S CHECKLIST

- A. In an effort to assist the Bidder in properly completing all documentation required, the following checklist is provided for the Bidder's convenience. The Bidder is solely responsible for verifying compliance with bid submittal requirements.
- B. Attach this completed checklist to the outside of the Submittal envelope.
  - 1. Used the Bid Form provided in the Project Manual.
  - 2. Prepared the Bid Form as required by the Instructions to Bidders.
  - 3. Indicated on the Bid Form the Addenda received.
  - 4. Attached to the Bid Form: Proposed Schedule of Values Form.
  - 5. Attached to the Bid Form: Bid Bond OR a certified check for the amount required.
  - 6. Bid envelope shows name and address of the Bidder.
  - 7. Bid envelope shows the Bidder's Contractor's License Number.
  - 8. Bid envelope shows name of Project being bid.
  - 9. Bid envelope shows name of Prime Contract being bid, if applicable.
  - 10. Bid envelope shows time and day of Bid Opening.
  - 11. Verified that the Bidder can provide executed Performance Bond and Labor and Material Bond.
  - 12. Verified that the Bidder can provide Certificates of Insurance in the amounts indicated.

END OF DOCUMENT 004393

## DOCUMENT 006000 - FORMS

### 1.1 FORM OF AGREEMENT AND GENERAL CONDITIONS

- A. The following form of Owner/Contractor Agreement and form of the General Conditions shall be used for Project:
1. AIA Document A101 - 2017, "Standard Form of Agreement between Owner and Contractor, Stipulated Sum."
    - a. The General Conditions for Project are AIA Document A201 - 2017, "General Conditions of the Contract for Construction."
    - b. AIA Document A101 – 2017 Exhibit A – Insurance and Bonds
    - c. Addendum to Vendors Contract (as attached)
  2. The General Conditions are included in the Project Manual.
  3. The Supplementary Conditions for Project are separately prepared and included in the Project Manual.
  4. Owner's document(s) bound following this Document.

### 1.2 ADMINISTRATIVE FORMS

- A. Administrative Forms: Additional administrative forms are specified in Division 01 General Requirements.
- B. Copies of AIA standard forms may be obtained from the American Institute of Architects; <http://www.aia.org/contractdocs/purchase/index.htm>; [docspurchases@aia.org](mailto:docspurchases@aia.org); (800) 942-7732.
- C. Preconstruction Forms:
1. Form of Performance Bond and Labor and Material Bond: AIA Document A312, "Performance Bond and Payment Bond."
  2. Form of Certificate of Insurance: AIA Document G715, "Supplemental Attachment for ACORD Certificate of Insurance 25-S."
- D. Information and Modification Forms:
1. Form for Requests for Information (RFIs): AIA Document G716, "Request for Information (RFI)."
  2. Form of Request for Proposal: AIA Document G709, "Work Changes Proposal Request."
  3. Change Order Form: AIA Document G701, "Change Order."
  4. Form of Architect's Memorandum for Minor Changes in the Work: AIA Document G707, "Architect's Supplemental Instructions."
  5. Form of Change Directive: AIA Document G714, "Construction Change Directive."

E. Payment Forms:

1. Schedule of Values Form: AIA Document G703, "Continuation Sheet."
2. Payment Application: AIA Document G702/703, "Application and Certificate for Payment and Continuation Sheet."
3. Form of Contractor's Affidavit: AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
4. Form of Affidavit of Release of Liens: AIA Document G706A, "Contractor's Affidavit of Payment of Release of Liens."
5. Form of Consent of Surety: AIA Document G707, "Consent of Surety to Final Payment."
6. Stored Materials Log: Owner's document(s) bound following this document

END OF DOCUMENT 006000

# DRAFT 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 «X» day of «February» in the year «Two Thousand Twenty-Five.»

(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

«Blinn College District»  
«902 College Avenue»  
«Brenham, TX 77833»  
« »

and the Contractor:

(Name, legal status, address and other information)

«Contractor »  
« »  
« »  
« »

for the following Project:

(Name, location and detailed description)

«Band Hall Roof Replacement – Brenham Campus»  
902 College Avenue  
Brenham, TX 77833»

The Architect/Engineer:

(Name, legal status, address and other information)

««Aestimo, Inc.»»  
«955 Dairy Ashford, Suite 204»  
«Houston, TX 77079»

Aestimo, Inc. is the Consultant/Engineer and is considered the Prime Consultant and is hereby referenced as Architect in the following form of agreement.»

The Owner and Contractor agree as follows.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

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

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

## TABLE OF ARTICLES

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

### EXHIBIT A INSURANCE AND BONDS

#### ARTICLE 1 THE CONTRACT DOCUMENTS

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

#### ARTICLE 2 THE WORK OF THIS CONTRACT

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

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

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

*(Check one of the following boxes.)*

[ «» ] The date of this Agreement.

[ «» ] A date set forth in a notice to proceed issued by the Owner.

[ «X» ] Established as follows:

«Construction shall commence no later than **May 12, 2025**.»

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.

[ «X» ] By the following date: « Substantial Completion by August 2, 2024.

§ 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 « Dollars and Zero Cents (\$XXX)», 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
Alternate Bid # 1:	\$
Alternate Bid # 2:	\$
Alternate Bid # 3:	\$
Alternate Bid # 4:	\$

§ 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
«Base Bid Owner's Contingency: Owner's Contingency, these funds shall be included in the contract price for use at the sole discretion of the Owner and Architect/Engineer »	\$

§ 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.)

«For each calendar day that the work remains incomplete after the date of Substantial Completion as determined above, Blinn College District will deduct **Five Hundred Dollars and Zero Cents (\$500.00)** from the monies due to the Contractor, not as a penalty but as liquidated damages. The sum of money thus deducted for such delay, failure, or non-completion is not to be considered as a penalty but shall be deemed, taken and treated as reasonable liquidated damages, since it would be impractical and extremely difficult to fix the actual damages. »

§ 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/Engineer by the Contractor and Certificates for Payment issued by the Architect/Engineer, 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:

«N/A»

§ 5.1.3 Provided that an Application for Payment is received by the Architect/Engineer pursuant to Chapter 2251 of the Texas Government Code, the Owner shall make payment of the certified amount to the Contractor.  
*(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/Engineer 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/Engineer determines, in the Architect/Engineer'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/Engineer 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/Engineer 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.)*

«Five Percent (5%) »

§ 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.)*

«N/A»

§ 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.)*

«N/A»

§ 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.)*

«N/A»

§ 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/Engineer.

§ 5.2.2 The Owner's final payment to the Contractor shall be made pursuant to Chapter 2251 of the Texas Government Code.

## § 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated in Chapter 2251 of the Texas Government Code.

## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 Initial Decision Maker

The Architect/Engineer 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/Engineer.)*

«N/A »

### § 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, Chapter 2260 of the Texas Government Code, 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.)*

«The Owner shall not pay a termination fee. »

§ 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:

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Contractor. Except as otherwise provided in Section 4.2.1 of A201-2017, the Architect/Engineer does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative. Provided, however, changes in the scope of the Work or the Contract Sum will generally require approval by the Owner's Board of Trustees.

The Owner's representative shall be:

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

«Jessica Gaida  
Director of Facilities, Planning, and Construction  
902 College Ave.  
Brenham, Texas 77833  
979-830-4467  
[Jessica.Gaida@blinn.edu](mailto:Jessica.Gaida@blinn.edu) »

§ 8.3 The Contractor's representative:

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

<< >>  
<<  
<<  
<< >>  
<<Phone: >>  
<<Email:

§ 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:

§ 8.7.1 When work is to be performed at a project site and school activities are being conducted, Contractor shall take special care, and shall require its subcontractors, and all persons performing work at the site to take special care, to protect the safety and welfare of the students, teachers, employees, and visitors at the school, and to perform the work with as little disruption to the learning environment and school activities as possible.

§ 8.7.2 When work is to be performed at a project site where school activities are being conducted, it is expressly understood and agreed that Contractor's and any subcontractors' employees and other persons performing work at the project site shall not engage in any inappropriate interaction of any nature whatsoever with students, teachers, employees and visitors at the school, including talking, touching, staring, or in any way contributing to a hostile or offensive environment. It is further expressly understood and agreed that there is to be no fraternization between Contractor's and any subcontractor's employees, and other persons performing work at the site, and students, teachers, employees and visitors at the school. There shall be zero tolerance for violations of these provisions.

§ 8.7.3 The possession or use of tobacco products, alcoholic beverages, illegal drugs, and firearms or weapons on Owner's property is prohibited at all times, twenty-four hours a day. There shall be zero tolerance for violations of this provision.

§ 8.7.4 Contractor, subcontractor, and all other persons performing work in connection with the project shall strictly observe (i) speed limits in the vicinity of the project site, including, without limitation, school speed limits, and (ii) any posted speed limits on the project site established by Owner. Contractor shall require strict compliance with this provision.

§ 8.7.5 Owner shall have the right to require the immediate removal from the project site of any person performing work who violates the provision of this Article 11 and to prohibit such person from being allowed to perform work at the project site in the future.

§ 8.7.6 A Contractor who fails to enforce compliance with the provisions of this Article 8, or who suffers or allows an employee, subcontractor or other person performing work at the project site to violate any of these provisions, shall be in breach of this Contract.

**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

The Contract Documents are enumerated in the Agreement between the Owner and Contractor being standard form AIA Document A101 - 2017 (hereinafter the Agreement) and consists of the Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Exhibits A, C, D, E and Exhibit B being the addendum to the Agreement dealing with Owner’s status as an educational institution of the State of Texas, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. These Contract Documents constitute the entire agreement between the parties.

As stated, Owner is an educational institution of the State of Texas. Due to Owner’s status as such, the parties have specifically negotiated the terms contained in the Agreement and Exhibit B being the addendum to the Agreement dealing with Owner’s status as an educational institution of the State of Texas and those documents have been made an integral part of the Contract Documents.

To the extent the language in the Agreement and Exhibit B to the Agreement, are in conflict with any language in the Conditions of the Contract (General, Supplementary, and other Conditions), the language in the Agreement and Exhibit B to the Agreement will control over the language in the Conditions of the Contract (General, Supplementary, and other Conditions).

**ALL CHANGES TO WORK SHALL FOLLOW THE PROCEDURES OUTLINED IN ARTICLE 7 OF THE GENERAL CONDITIONS. ANY CHANGES NOT FOLLOWING THESE PROCEDURES SHALL BE CONSIDERED UNAUTHROIZED CHANGES.**

- .4 Exhibit B: Addendum to Vendors Contracts
- .5 Exhibit C: Supplementary Conditions
- .6 Drawings

Number	Title	Date
« Refer to Exhibit D – List of Drawings		

.7 Specifications

Section	Title	Date	Pages
«Refer to Exhibit E - Specifications»			

.8 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.

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

« »

OWNER *(Signature)*

«Mary Hensley, Ed.D. »«Chancellor of the Blinn  
College District / CEO »

*(Printed name and title)*

DATE

« »

CONTRACTOR *(Signature)*

« » « »

*(Printed name and title)*

DATE

# DRAFT 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 «X» day of « February » in the year « Two Thousand Twenty-Five » (In words, indicate day, month and year.)

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

«Band Hall Roof Replacement – Brenham Campus  
902 College Avenue  
Brenham, TX 77833»

THE OWNER:  
(Name, legal status and address)

«Blinn College District» « »  
«902 College Avenue  
Brenham, TX 77833»

THE CONTRACTOR:  
(Name, legal status and address)

« Contractor » « »  
«  
« »

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- 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

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

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

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

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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.)*

Causes of Loss	Sub-Limit
<< >>	

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

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

Coverage	Sub-Limit
<< >>	

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

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

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

### § A.2.3.3 Insurance for Existing Structures

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

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

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

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

[  ] § A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

[  ] § A.2.4.2 Ordinance or Law Insurance, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

[  ] § A.2.4.3 Expediting Cost Insurance, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

[  ] § A.2.4.4 Extra Expense Insurance, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

[  ] § A.2.4.5 Civil Authority Insurance, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

[  ] § A.2.4.6 Ingress/Egress Insurance, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

[  ] § A.2.4.7 Soft Costs Insurance, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

**§ A.2.5 Other Optional Insurance.**

The Owner shall purchase and maintain the insurance selected below.

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

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

« »

[ « » ] § A.2.5.2 Other Insurance (List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage

Limits

« »

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

### § A.3.1 General

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

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

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

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

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

« »

### § A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than «one million dollars» (\$ «1,000,000.00») each occurrence, «two million dollars» (\$ «2,000,000.00») 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 «one million dollars» (\$ «1,000,000.00» ) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

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

§ A.3.2.5 Workers' Compensation at statutory limits.

§ A.3.2.6 Employers' Liability with policy limits not less than «» (\$ «») each accident, «» (\$ «») each employee, and «one million dollars» (\$ «1,000,000» ) 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 «one million dollars» (\$ «1,000,000.00» ) per claim and «one million dollars» (\$ «1,000,000.00» ) 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

«Umbrella or Excess Liability insurance covering in excess of Automobile Liability, General Liability and Worker's Compensation Coverage B.

One times contract amount for all contracts exceeding \$100,000, up to \$25,000,000 total limit; \$1,000,000 minimum.

Certificate must list underlying policies and indicate that coverage in "following form". »

§ 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	100% of contract
Performance Bond	100% of contract

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:

«During the remodel process, new materials will be purchased by the Contractor with the intent of installing these materials at the Project. The Contractor shall insure these new materials until the time of the execution of the Certificate of Substantial Completion (document G704-2017 or subsequent updates thereof) by all of the parties. At such time, the new materials become the property of the Owner. »

# DRAFT AIA® Document A201™ – 2017

## General Conditions of the Contract for Construction

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

«Band Hall Roof Replacement – Brenham Campus  
902 College Avenue  
Brenham, TX 77833»

THE OWNER:  
(Name, legal status and address)

«Blinn College District»  
«902 College Avenue»  
«Brenham, TX 77833»

THE ARCHITECT/ENGINEER/ENGINEER:  
(Name, legal status and address)

««Aestimo, Inc.»»  
«955 Dairy Ashford, Suite 204»  
«Houston, TX 77079»

Aestimo, Inc. is the Consultant/Engineer and is considered the Prime Consultant and is hereby referenced as Architect in the following form of agreement. »

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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/Engineer/Engineer. 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/Engineer/Engineer or the Architect/Engineer/Engineer's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect/Engineer/Engineer or the Architect/Engineer/Engineer's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect/Engineer/Engineer shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect/Engineer/Engineer'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/Engineer/Engineer and the Architect/Engineer/Engineer'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 Architect/Engineer/Engineers.

### § 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/Engineer/Engineer and the Architect/Engineer/Engineer'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/Engineer/Engineer's or Architect/Engineer/Engineer'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/Engineer/Engineer, and the Architect/Engineer/Engineer'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/Engineer/Engineer 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/Engineer/Engineer/Architect/Engineer/Engineer lawfully licensed to practice Architect/Engineer/Engineerure/engineering, or an entity lawfully practicing Architect/Engineer/Engineerure/engineering, in the jurisdiction where the Project is located. That person or entity is identified as the Architect/Engineer/Engineer 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/Engineer/Engineer 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/Engineer/Engineer.

§ 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/Engineer/Engineer and the Architect/Engineer/Engineer 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/Engineer/Engineer'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/Engineer/Engineer, 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/Engineer/Engineer in the Architect/Engineer/Engineer’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/Engineer any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect/Engineer 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/Engineer any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect/Engineer may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect/Engineer 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/Engineer 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/Engineer, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect/Engineer shall evaluate the proposed alternative solely for conformance with the design intent for the

completed construction. Unless the Architect/Engineer 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/Engineer in accordance with Section 3.12.8 or ordered by the Architect/Engineer in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect/Engineer 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/Engineer 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/Engineer, 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/Engineer before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect/Engineer will promptly investigate such conditions and, if the Architect/Engineer 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/Engineer 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/Engineer shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect/Engineer'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/Engineer. 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/Engineer of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect/Engineer may notify the Contractor, stating whether the Owner or the Architect/Engineer (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect/Engineer 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/Engineer 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/Engineer'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/Engineer's approval. The Architect/Engineer'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/Engineer 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/Engineer.

### § 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/Engineer and Owner, and delivered to the Architect/Engineer 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/Engineer is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect/Engineer 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/Engineer without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect/Engineer, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect/Engineer 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/Engineer 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/Engineer.

§ 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/Engineer's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect/Engineer of such deviation at the time of submittal and (1) the Architect/Engineer 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/Engineer'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/Engineer on previous submittals. In the absence of such notice, the Architect/Engineer'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 Architect/Engineering or Architect/Engineer 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/Engineer 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/Engineer. The Owner and the Architect/Engineer 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/Engineer have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect/Engineer 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/Engineer at the time and in the form specified by the Architect/Engineer.

### § 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/Engineer 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/Engineer 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/Engineer. 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/Engineer.

### § 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect/Engineer, Architect/Engineer'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/ENGINEER

### § 4.1 General

§ 4.1.1 The Architect/Engineer 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/Engineer as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect/Engineer. Consent shall not be unreasonably withheld.

#### § 4.2 Administration of the Contract

§ 4.2.1 The Architect/Engineer 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/Engineer issues the final Certificate for Payment. The Architect/Engineer will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect/Engineer 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/Engineer will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect/Engineer 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/Engineer 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/Engineer will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect/Engineer 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/Engineer in all communications that relate to or affect the Architect/Engineer's services or professional responsibilities. The Owner shall promptly notify the Architect/Engineer of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect/Engineer's consultants shall be through the Architect/Engineer. 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/Engineer's evaluations of the Contractor's Applications for Payment, the Architect/Engineer will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect/Engineer has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect/Engineer considers it necessary or advisable, the Architect/Engineer 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/Engineer 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/Engineer to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect/Engineer 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/Engineer's action will be taken in accordance with the submittal schedule approved by the Architect/Engineer or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect/Engineer'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/Engineer'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/Engineer's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect/Engineer'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/Engineer will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect/Engineer will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect/Engineer 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/Engineer agree, the Architect/Engineer will provide one or more Project representatives to assist in carrying out the Architect/Engineer'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/Engineer 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/Engineer'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/Engineer 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/Engineer 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/Engineer'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/Engineer will review and respond to requests for information about the Contract Documents. The Architect/Engineer'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/Engineer 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/Engineer 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/Engineer may notify the Contractor whether the Owner or the Architect/Engineer (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect/Engineer 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/Engineer 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/Engineer has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect/Engineer 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/Engineer 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/Engineer. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect/Engineer 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/Engineer 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/Engineer 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/Engineer 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/Engineer. A Construction Change Directive requires agreement by the Owner and Architect/Engineer 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/Engineer 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/Engineer and signed by the Owner, Contractor, and Architect/Engineer 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/Engineer and signed by the Owner and Architect/Engineer, 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/Engineer 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/Engineer 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/Engineer;

- .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/Engineer 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/Engineer. 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/Engineer will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect/Engineer determines, in the Architect/Engineer's professional judgment, to be reasonably justified. The Architect/Engineer'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/Engineer 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/Engineer 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/Engineer 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/Engineer'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/Engineer and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect/Engineer's order for a minor change without prior notice to the Architect/Engineer 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/Engineer 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/Engineer, 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/Engineer determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect/Engineer 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/Engineer 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/Engineer. This schedule, unless objected to by the Architect/Engineer, 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/Engineer and supported by such data to substantiate its accuracy as the Architect/Engineer may require, and unless objected to by the Architect/Engineer, 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/Engineer 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/Engineer 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/Engineer, 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/Engineer 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/Engineer determines is properly due, and notify the Contractor and Owner of the Architect/Engineer'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/Engineer'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/Engineer to the Owner, based on the Architect/Engineer's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect/Engineer'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/Engineer. However, the issuance of a Certificate for Payment will not be a representation that the Architect/Engineer 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/Engineer may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect/Engineer's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect/Engineer is unable to certify payment in the amount of the Application, the Architect/Engineer will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect/Engineer cannot agree on a revised amount, the Architect/Engineer will promptly issue a Certificate for Payment for the amount for which the Architect/Engineer is able to make such representations to the Owner. The Architect/Engineer 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/Engineer'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/Engineer'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/Engineer 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/Engineer and the Contractor shall reflect such payment on its next Application for Payment.

#### § 9.6 Progress Payments

§ 9.6.1 After the Architect/Engineer 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/Engineer.

§ 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/Engineer 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/Engineer 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/Engineer 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/Engineer 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/Engineer or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect/Engineer, 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/Engineer 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/Engineer will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect/Engineer'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/Engineer. In such case, the Contractor shall then submit a request for another inspection by the Architect/Engineer to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect/Engineer 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/Engineer 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/Engineer.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect/Engineer 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/Engineer will promptly make such inspection. When the Architect/Engineer finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect/Engineer will promptly issue a final Certificate for Payment stating that to the best of the Architect/Engineer's knowledge, information and belief, and on the basis of the Architect/Engineer'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/Engineer'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/Engineer (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/Engineer so confirms, the Owner shall, upon application by the Contractor and certification by the Architect/Engineer, 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/Engineer 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/Engineer 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/Engineer.

§ 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/Engineer 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/Engineer 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/Engineer 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/Engineer has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect/Engineer 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/Engineer, Architect/Engineer'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/Engineer, and Architect/Engineer'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/Engineer and Architect/Engineer'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/Engineer, Architect/Engineer'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/Engineer 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/Engineer and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect/Engineer 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/Engineer's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect/Engineer, be uncovered for the Architect/Engineer'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/Engineer has not specifically requested to examine prior to its being covered, the Architect/Engineer 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/Engineer 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/Engineer'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/Engineer, 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/Engineer, 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/Engineer timely notice of when and where tests and inspections are to be made so that the Architect/Engineer 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/Engineer, 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/Engineer 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/Engineer of when and where tests and inspections are to be made so that the Architect/Engineer 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/Engineer'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/Engineer.

§ 13.4.5 If the Architect/Engineer is to observe tests, inspections, or approvals required by the Contract Documents, the Architect/Engineer 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/Engineer 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/Engineer, 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/Engineer, 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/Engineer 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/Engineer'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/Engineer, if the Architect/Engineer 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/Engineer 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/Engineer 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/Engineer, if the Architect/Engineer 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.



## **BLINN COLLEGE DISTRICT Addendum to Vendor's Contract**

**Vendor Name:** ("Vendor")

**Vendor Address:** \_\_\_\_\_

The Blinn College District ("Blinn College") and the Vendor are this day entering into a contract and, for their mutual convenience, the parties are using the standard contract and/or purchase order form provided by the Vendor (referred to hereafter as the "Vendor's Contract Form").

This Addendum ("Addendum"), duly executed by the parties, is incorporated into the Vendor's Contract and made an integral part thereof. This Addendum and the Vendor's Contract Form shall be referred to hereafter collectively as the "Agreement."

The Vendor's Contract Form is, with the exceptions noted herein, generally acceptable to Blinn College District. Nonetheless, because certain standard clauses that may appear in the Vendor's Contract Form cannot be accepted by Blinn College District because of its status as an educational institution of the State of Texas and in consideration for the convenience of using provisions in the Vendor's Contract Form instead of negotiating a separate contract document, the parties agree that none of the provisions listed below, if they appear in the Vendor's Contract Form, shall have any effect or be enforceable against Blinn College District:

1. Requiring the Blinn College District to maintain any type of insurance either for the Blinn College District's benefit or for the Vendor's benefit.
2. Renewing or extending the Agreement beyond the contract term or automatically continuing the contract period from term to term.
3. Requiring or stating the terms of the Vendor's Contract Form shall prevail over the terms of the purchase order or this Addendum in the event of conflict.
4. Requiring the application of the law of any state other than Texas in interpreting or enforcing the Agreement, or resolving any dispute under the Agreement. The Agreement and the obligations of the parties shall be construed and enforced in accordance with the laws of the State of Texas.
5. Releasing the Vendor or any other entity or person from its legal liability, or limiting liability, for unlawful or negligent conduct or failure to comply with any duty recognized or imposed by applicable law.
6. Requiring any total or partial compensation or payment for lost profit or liquidated damages by Blinn College District if the Agreement is terminated before the end of the contract term.
7. Changing the time period within which claims can be made or actions can be brought under the laws of the State of Texas.
8. Binding Blinn College District to any arbitration provision or to the decision of any arbitration board, commission, panel or other entity.
9. Obligating Blinn College to pay costs of collection or attorneys' fees.
10. Requiring Blinn College District to provide warranties.
11. Obligating Blinn College District to indemnify, defend or hold harmless any party, unless allowed by the laws and Constitution of the State of Texas.

**Miscellaneous Provisions:**

**Use of Trademark:** Any Blinn College District trademark logo (institutional, division, department and/or athletic), verbiage, or wordmarks cannot be used in any capacity without permission from the Blinn College Office of Marketing and Communications. These items are property of the College and should not be placed on publications or in any medium (i.e., websites, social media, newsletters, fliers, posters, emails, etc). For questions concerning copyrighted materials and the use of Blinn trademark logos, verbiage and/or wordmarks, please contact the Office of Marketing and Communications at 979-830-4113.

**Copyrighted Material:** The Vendor represents that all content including but not limited to logos, trademarks, photos, illustrations, audio, video, writings, recordings, music, computer programs and other works which may be copyrighted that are provided, performed, presented or supplied by the Vendor are owned by the Vendor, or the Vendor has received explicit permission for use, and the material does not violate any United States copyright laws. The Vendor is responsible for acquiring all licenses and approvals for any copyrighted material used during the course of business with Blinn College District. If the Vendor takes photos or videos during the course of business with Blinn College District, the Vendor must receive permission from all individuals photographed or recorded to before the photos or videos are shown on any public platforms or webpages. This includes confirmation that each person in photos or videos that are going to be online understands that their face may be seen on the Internet. Vendor agrees to indemnify and hold Blinn College District harmless against all claims, including but not limited to claims of copyright or trademark infringement, violations of the rights of privacy, publicity, or defamation, arising out of use of the copyrighted material. Vendor's inclusion and use of the material performed, presented, provided, or supplied will not violate any rights of any kind or nature whatsoever of any third party.

Vendor shall provide proof of Copyright License Agreement to the Blinn College District upon the signing of this Agreement. Should Vendor fail to provide such proof, Blinn College District has full authority to terminate any and all Agreements with Vendor.

**Alternative Dispute Resolution:** The dispute resolution process provided in Chapter 2260, *Texas Government Code*, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by the Vendor and Blinn College to attempt to resolve any claim for breach of contract made by the Vendor that cannot be resolved in the ordinary course of business. The Vendor shall submit written notice of a claim of breach of contract under this Chapter to the Executive Vice Chancellor of Blinn College District, who shall examine the Vendor's claim and any counterclaim and negotiate with the Vendor in an effort to resolve the claim.

**Cloud Computing State Risk and Authorization Management Program:** Pursuant to Section 2054.0593(d)-(f) of the *Texas Government Code*, relating to cloud computing state risk and authorization management program, Vendor represents and warrants that it complies with the requirements of the state risk and authorization management program and Vendor agrees that throughout the term of the contract it shall maintain its certifications and comply with the program requirements in the performance of the contract.

**Mandatory Venue:** Venue for any suit filed against Blinn College District shall be in the county in which the primary office of the chief executive officer of Blinn College is located. This agreement and performance hereunder and all suits and special proceedings hereunder shall be construed in accordance with the laws of the State of Texas without regard to its choice of law or conflicts

of law provisions.

**Loss of Funding:** Performance by Blinn College District under the Agreement may be dependent upon the appropriation and allotment of funds from federally funded programs and/or by the Texas State Legislature (the "Legislature"). In the event a curtailment of federally funded programs occurs, or in the event state appropriations are unavailable, then Blinn College District will issue written notice to the Vendor and Blinn College District may terminate the Agreement without further duty or obligation hereunder. The Vendor acknowledges that appropriation of funds is beyond the control of Blinn College District.

**Payment:** All payment for goods and services shall be governed by Chapter 2251, *Texas Government Code*.

**Non-Waiver:** The Vendor expressly acknowledges Blinn College District is an educational institution of the State of Texas and nothing in the Agreement will be construed as a waiver or relinquishment by Blinn College District of its right to claim such exemptions, privileges, and immunities as may be provided by law. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses, remedies, or immunities available to Blinn College District under this Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities.

**Confidentiality:** Vendor acknowledges that Blinn College District is obligated to strictly comply with the Public Information Act, Chapter 552, *Texas Government Code*, in responding to any request for public information pertaining to this Agreement. The requirements of Subchapter J, Chapter 552, *Texas Government Code*, may apply to this bid or contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

**Force Majeure:** Neither party is required to perform any term, condition, or covenant of the Agreement, if performance is prevented or delayed by a natural occurrence, a fire, a pandemic, an act of God, an act of terrorism, or other similar occurrence, the cause of which is not reasonably within the control of such party and which by due diligence it is unable to prevent or overcome.

**Termination:** The Blinn College District may terminate, for convenience, its obligations under the Vendor's Contract by giving 30 days' written notice to the Vendor. The Blinn College District may, upon written notice of default or breach to the Vendor, immediately terminate the Vendor's Contract if Vendor fails to provide the goods or services contracted for according to the provisions of the Contract, or fails to comply with any terms or conditions of the Contract. If Blinn College District determines that an aspect of the Contract has materially or substantially changed, the Blinn College District may terminate the contract by providing 7 days' written notice to the Vendor.

Termination of the Vendor's Contract shall not release the Vendor from liability or obligation set forth in the contract that is expressly stated to survive termination, including, but not limited to, provisions regarding indemnification, records, audit, property rights, dispute resolution, and invoice and fee verifications. Termination is not an exclusive remedy, but exists in addition to any other rights and remedies provided in equity, under the laws of the State of Texas.

**Use of Purchase Orders:** To the degree that either or both of the parties hereto find it convenient to employ their standard forms of purchase order or acknowledgment of order in

administering the terms of this Agreement, it or they may do so but none of the terms and conditions printed or otherwise appearing on such form shall be applicable except to the extent that it specifies information required to be furnished by either party hereunder. The terms proposed by any such form are specifically objected to and shall not be used as a basis for any contract.

**Entire Agreement:** This Addendum and the Vendor's Contract Form constitute the entire Agreement between the parties and may not be waived or modified except by a written agreement signed by the parties.

**Savings Clause:** If a court of competent jurisdiction finds any provision of this Addendum and the Vendor's Contract Form illegal, ineffective or beyond contractual authority of either party, then the offending provision will be stricken and the remainder of the agreement between the parties will remain in effect.

**Notices:** All notices shall be mailed to the "Blinn College District, Executive Vice Chancellor, 902 College Avenue, Brenham, TX 77833".

To the extent the language in this Addendum conflicts with any language in the Vendor's Contract Form, the language in this Addendum will control.

IN WITNESS WHEREOF, the parties have caused this Addendum to be duly executed, intending thereby to be legally bound.

**BLINN COLLEGE DISTRICT**

**CONTRACTOR NAME**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: Mary Hensley, Ed.D.

NAME: \_\_\_\_\_

TITLE: Chancellor of the Blinn College District

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_



## **Stored Materials Log Instructions:**

Per the general conditions of the contract 9.3.2

§ 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.

The attached stored materials log needs to be completed by the contractor and submitted to the architect for review.

The architect needs to inspect the stored materials and attest to their existence, security, and identification by initialing the items listed on the log. This log must be submitted each month until the stored materials are installed.

All materials stored off site must be clearly tagged and labeled with the Blinn project name and shall be made available for inspection by the architect or owner upon reasonable request.

When material is stored off site, pay requests must be accompanied by a certificate of insurance for each off-site storage location. The certificates for insurance shall list the Blinn College District as the additionally insured.

If the materials are stored in a bonded warehouse, the contractor must provide Blinn with a copy of the bond, along with a certificate of insurance.

If the stored materials are not located within a reasonable drive time from the architect's offices, the stored materials should be removed from the pay application.

## EXHIBIT C

### DOCUMENT 008000 - SUPPLEMENTARY CONDITIONS

- 1.1 SUPPLEMENTS
- A. The following supplements modify, change, delete from or add to the "General Conditions of the Contract for Construction", AIA Document A201, **2017**. Where any Article of the General Conditions is modified or any Paragraph, Subparagraph or Clause thereof is modified or deleted by these supplements, the unaltered provision of the Article, Paragraph, Subparagraph or Clause shall remain in effect.
- 1.2 REFERENCE TO DIVISION 01
- A. With regard to provisions of General Conditions related to project administrative or work related requirements of the Contract, some of those paragraphs are modified or deleted from General Conditions, and are specified in Division 01, "General Requirements" of the Specifications.

## ARTICLE 1 - GENERAL PROVISIONS

### § 1.1 Basic Definitions

Add the following new paragraphs:

#### § 1.1.9 Product

The term "Product" as used in these Contract Documents includes materials, systems, and equipment.

#### § 1.1.10 Provide

The term "provide" as used in this Project Manual means to furnish and install.

### § 1.2 Correlation and Intent of the Contract Documents

Add the following new subparagraphs:

§ 1.2.4 The inter-relation of the Project Manual, the Drawings and the schedules is as follows: The Project Manual determines the quality, nature and setting of the several materials; the Drawings establish the quantities, dimensions and details; and the schedules give the location. The documents are to be considered as one and whatever is called for by any one shall be as binding as if called for by all.

§ 1.2.5 Should the drawings disagree in themselves, or with the Project Manual, or if proprietary information disagrees with performance requirements in either the Drawings or the Project Manual, the better quality or greater quantity of the Work or materials shall be estimated upon, and unless otherwise ordered by the Architect in writing, shall be performed or furnished. Should discrepancies or doubt occur, do not proceed with the Work without clarification from the Architect. Contractor shall request clarification in sufficient time to avoid delays and increases in the contract sum.

Add the following new paragraphs:

#### § 1.9 Wage Rates

The contractor shall not pay less than the wage scale of the various classes of labor as published in the Davis Bacon Act for Austin, Fayette, and Washington Counties; and as published by the Texas A&M University System for Brazos County. The specified wage rates are minimum rates only. The owner is not bound to pay any claims for additional compensation made by any contractor because the contractor pays wages in excess of the applicable minimum rate contained in the Contract.

## ARTICLE 2 – LAWS GOVERNING CONSTRUCTION

Modify the following paragraphs as follows:

### § 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. 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.

Add following paragraphs:

**§ 2.6**The Owner qualifies for exemption from certain State and Local Sales and Use Taxes pursuant to the provisions of Tex. Tax Code, Chapter 151. The Contractor may claim exemption from payment of applicable State taxes by complying with such procedures as prescribed by State Comptroller of Public Accounts. Contractor shall not be entitled to reimbursement for taxes paid on items that are exempt from taxation.

## **ARTICLE 3 - CONTRACTOR**

### **§ 3.2 Review of Contract Documents and Field Conditions by Contractor**

Modify the following paragraphs as follows:

**§ 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. If a dimensional discrepancy exists, Contractor shall take field measurements required for proper fabrication and installation of work. Upon commencement of any item of work, Contractor shall be responsible for dimensions related to such item of Work and shall make any corrections necessary to make work properly fit at no additional cost to Owner. Before ordering any material or doing any work, Contractor shall verify dimensions and check conditions in order to assure himself that they properly reflect those on the Drawings. Any inconsistency shall be brought to attention of the Architect. In the event that discrepancies occur between ordered material and actual conditions, of which Architect was not notified beforehand, costs to correct such discrepancies shall be borne by Contractor.

### **§ 3.3 Supervision and Construction Procedures**

Add the following new paragraphs:

**§ 3.3.4** Supplement as provided in Division 1.

### **§ 3.4 Labor and Materials**

Add the following new paragraph:

**§ 3.4.4** After the Contract has been executed, the Owner and the Architect will consider a formal request for the substitution of products in place of those specified only under the conditions set forth in the General Requirements of the Specifications, Division 1. Refer to Division 01 for supplemental information.

### **§ 3.5 Warranty**

Add the following new paragraphs:

**§ 3.5.3** Supplement as provided in Division 01.

### **§ 3.8 Allowances**

Add the following new paragraphs:

**§ 3.8.4** Supplement as provided in Division 01.

### **§ 3.10 Contractor's Construction and Submittal Schedules**

Add the following new paragraphs:

§ 3.10.4 Supplement as provided in Division 01.

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

Add the following new paragraphs:

§ 3.11.1 Supplement as provided in Division 01.

**§ 3.12 Shop Drawings, Product Data and Samples**

Add the following new paragraphs:

§ 3.12.11 Supplement as provided in Division 01.

**§ 3.13 Use of Site**

Add the following new paragraphs:

§ 3.13.1 Supplement as provided in Division 01.

**§ 3.14 Cutting and Patching**

Add the following new paragraphs:

§ 3.14.3 Supplement as provided in Division 01.

**§ 3.15 Cleaning Up**

Add the following new paragraphs:

§ 3.15.3 Supplement as provided in Division 01.

**§ 3.18 Indemnification**

Modify the following paragraphs as follows:

§ 3.18.1 To the fullest extent permitted by applicable law, the Contractor agrees to indemnify, defend and hold harmless Owner, its officers, trustees, agents, employees, and representatives from and against any liability, damages, costs, loss, expenses, claims, actions, proceedings, suits (including attorneys' fees, court costs and other expenses of suit), whether groundless or not, judgements and awards, arising out of, in connection with or related to the performance of Work by Contractor, its employees, any subcontractor, or other person performing services or work on behalf of any of them, including a default by Contractor under the provisions of the Contract Documents or a failure to obtain or maintain insurance required by the Contract Documents. This indemnification shall apply to, but not be limited to, any damage to property or injury (including death) to person (including any damage or injury to property or person or any employee of the Contractor, its subcontractors, Owner, or the Architect) which may occur or be alleged to have occurred in connection with the performance of this Contract. Contractor shall not be obligated to indemnify any of the indemnified parties against their own negligence; however, to the fullest extent permitted by applicable law, Contractor shall be required to defend the indemnified parties against liability, damages, costs, loss, expenses, claims, actions, proceedings, or suits (including attorneys' fees, court costs and other expenses of suit), whether groundless or not, for the bodily injury or death of an employee of the Contractor, its agent or its subcontractor of any tier, regardless of whether the action giving rise to such liability, damages, costs, loss, expenses, claim, action, proceeding or suit (including attorneys' fees, court costs and other expenses of suit), is founded in whole or in part upon the alleged negligence of one or more parties indemnified hereunder. The Contractor assumes all risk of damage or injury (including death) to the Contractor's own property or person or to the property or person of the Contractor's employees or subcontractors from any cause whatsoever. This indemnification shall survive termination of the Contract or completion by the Contractor of all of its obligations under this Contract, as to events arising prior to such termination or completion.

§ 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 this section shall not be limited by a limitation on amount or type of damages, insurance, compensation or benefits payable by or for the Contractor or a subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

Add the following new paragraphs:

**§ 3.18.3** The provisions of this indemnification and all other indemnification obligations set out in the Contract Documents, shall survive the termination of this Contract, howsoever caused, or completion of the Contract as to events occurring prior to such termination or completion, and no payment, partial payment, nor issuance of a certificate of Substantial Completion nor a certificate of Final Completion nor acceptance or occupancy in whole or in part of the Work shall waive or release any of the provisions of this section or of any other indemnification contained in the Contract Documents.

#### **ARTICLE 4 ARCHITECT**

Modify the following paragraphs as follows:

**§ 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.

#### **§ 4.2 Administration of the Contract**

Modify the following paragraphs as follows:

**§ 4.2.3** On the basis of the site visits, the Architect will keep the Owner 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.

#### **ARTICLE 6 - CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

##### **§ 6.2 Mutual Responsibility**

Add the following new paragraph

**§ 6.2.6** Coordinated construction work under this Contract includes, but not be limited to, providing concealed blocking as noted for attachment of separate contract items in locations necessary for the actual items to be installed. Providing proper dimensional coordination of separate contract supplied items for general construction work and trim that is to meet and/or adjoin Furniture, Fixtures, Equipment and Accessories.

**§ 6.2.7** It is a requirement of the Contractor's work schedule to provide the cooperation, coordination and exchange of information necessary for a timely execution of separate contract work.

#### **ARTICLE 7 - CHANGES IN THE WORK**

##### **§ 7.1 General**

Add the following new paragraphs:

**§ 7.1.4** Supplement as provided in Division 1.

**§ 7.1.5** Except as provided in this article, no oral statement, or direction of Architect or Owner shall be treated as a Change Order or entitle Contractor to an adjustment to the Contract Sum or the Contract Time.

**§ 7.1.6** Unit prices shall be inclusive of all costs including mark-up for overhead and profit and shall be applied to units of measure as defined in the Contract Documents for each category of Work.

#### **ARTICLE 8 - TIME**

##### **§ 8.3 Delays and Extensions of Time**

Modify the following paragraphs as follows:

**§ 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 ; 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.

Add the following new paragraphs

**§ 8.3.4** Apart from extension of time, no payment or claim for damages shall be made to Contractor as compensation for damages for any ordinary delays or hindrances from any cause whatsoever in the progress of the Work, notwithstanding whether such delay be avoidable or unavoidable.

**§ 8.3.5** In order to claim an inclement weather delay day, Contractor must:

- .1 Document, in writing, that the weather on the particular day was of such nature (rain, wind, snow, ice, and subsequent resultant effects) that it significantly impacted its ability to make progress on critical path work items. Inclement weather delay days will not be granted for weekends or holidays unless Contractor can demonstrate that it had been and intended to work on these days.
- .2 Submit such delay claims on a weekly basis, not more than 7 days following the day of occurrence.
- .3 Summarize the number of days claimed for the entire month accompanying each month's application for payment.

## **ARTICLE 9 - PAYMENTS AND COMPLETION**

### **§ 9.2 Schedule of Values**

Add the following new paragraphs:

**§ 9.2.1** Supplement as provided in Division 01.

### **§ 9.3 Applications for Payment**

Add the following new subparagraph:

**§ 9.3.4** Supplement as provided in Division 01.

**§ 9.3.5** Unless otherwise stated in the Owner/Contractor Agreement, the Owner will retain, until Final Payment, Five (5) percent of the amount due the Contractor on account of progress payments, payable 30 days after Substantial Completion and/or satisfactory evidence to the owner that all payments, bills, and claims have been paid.

Add following Sub-subparagraphs:

**§ 9.3.6** Monthly Applications for Payment shall include waivers of liens for all work included in previous months' application for payment. Waiver of Liens for subcontractors and materialmen shall be total amount paid prior to previous months' application for payment.

### **§ 9.5 Decisions to Withhold Certification**

Add the following new subparagraph:

**§ 9.5.1.8** Failure to submit written plan indicating action by Contractor to regain time schedule for completion of Work within Contract Time.

**§ 9.5.1.8** Failure to keep record documents current.

### **§ 9.8 Substantial Completion**

Add the following new paragraphs:

**§ 9.8.6** Supplement as provided in Division 01.

### **§ 9.10 Final Completion and Final Payment**

Modify the following paragraphs as follows:

**§ 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. The Contractor shall deliver 4 sets of the following items to the Owner before final payment will be made:

1. Other close-out submittals as specified in Division 01.
2. Project record documents as specified in Division 01.
3. Operations and maintenance data as specified in Division 01.
4. All warranties as required on specific products or portions of the Work, in format outlined in Division 01.
5. Spare parts, overages, and maintenance materials as outlined in Division 1 and described in the various technical sections.
6. Certificates of occupancy.
7. Copies of all inspection tags from authorities having jurisdiction.
8. Executed Certificate of Substantial Completion.

## **ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY**

### **§ 10.2 Safety of Persons and Property**

Modify the following paragraphs as follows:

**§ 10.2.1** The Contractor shall be solely responsible 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.

## **ARTICLE 11 - INSURANCE AND BONDS**

### **§ 11.1 Contractor's Insurance and Bonds**

Add the following new Sub-subparagraphs:

**§ 11.1.5** Liability insurance shall include all major divisions of coverage and be on a comprehensive basis including:

- .1 Premises Operations (including X-C-U).
- .2 Independent Contractor's Protective.
- .3 Products and Completed Operations.
- .4 Contractual including specified provisions for the Contractor's obligations under Paragraph 3.18.

- .5. Broad Form Property Damage including Completed Operations.
- .6 Personal Injury Liability with Employment Exclusion Deleted.
- .7 Owner's and Contractor's Protective.
- .8 Excess Umbrella.

§ 11.1.6 Insurance certificate(s) shall specify Owner as the certificate holder and (except for Workers' Compensation) as an additional insured.

## **ARTICLE 12 UNCOVERING AND CORRECTION OF WORK**

### **§ 12.2 Correction of Work**

Modify the following paragraphs as follows:

§ 12.2.2.3 The one-year period for correction of Work shall be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

## **ARTICLE 13 - MISCELLANEOUS PROVISIONS**

### **§ 13.1 Governing Law**

Modify the following paragraphs as follows:

#### **§ 13.1 Governing Law**

The Contract shall be governed by the law of the place where the Project is located.

### **§ 13.4 Tests and Inspections**

Add the following new paragraphs:

§ 13.4.6 Supplement as provided in Division 01.

## **ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT**

### **§ 14.1 Termination by the Contractor**

Modify the following paragraphs as follows:

§ 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.

### **§ 14.2 Termination by the Owner for Cause**

Modify the following paragraphs as follows:

§ 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.

## **ARTICLE 15 CLAIMS AND DISPUTES**

### **§ 15.1 Claims**

Delete the following paragraphs:

§ 15.1.7 Waiver of Claims for Consequential Damages – Intentionally deleted

### **§ 15.2 Initial Decision**

Modify the following paragraphs as follows:

§ 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 therefore; 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.

Delete the following paragraphs:

**§ 15.2.6** Intentionally Deleted.

**§ 15.2.6.1** Intentionally Deleted.

**§ 15.3 Mediation**

**§ 15.4 Arbitration**

**END OF DOCUMENT**

## SECTION 011000 – SUMMARY

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section Includes:

- 1. Project information.
- 2. Work covered by Contract Documents.
- 3. Access to site.
- 4. Coordination with occupants.
- 5. Work restrictions.
- 6. Specification and drawing conventions.

- B. Related Requirements:

- 1. Section 015000 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

#### 1.3 PROJECT INFORMATION

- A. Project Identification: Roof Replacement – Blinn College – J. Hal and Allyne Machat Music Facility (Band Hall) – Brenham Campus.

- 1. Project Location: 1005 College Avenue, Brenham, Texas 77833.

- B. Owner: Blinn College District – 902 College Ave., Brenham, Texas 77833.

- 1. Owner's Representative: Jessica Gaida – [jessica.gaida@blinn.edu](mailto:jessica.gaida@blinn.edu) – (979) 830-4467.

- C. Consultant:

- 1. John Fairchild – [john@aestimo.com](mailto:john@aestimo.com) – (281) 556-1522.
- 2. David Swords – [david@aestimo.com](mailto:david@aestimo.com) – (713) 416-0821.

#### 1.4 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work of Project is defined by the Contract Documents and consists of the following:

1. Base Bid:
  - a. Remove and properly dispose of existing surfacing (gravel), roof membrane and flashings, insulation board, etc. to prepare for the installation of a new roof membrane system.
  - b. If necessary to perform roof replacement, remove and properly store the metal risewall panels. Re-install metal panels after completion of roofing operations.
  - c. Repair/replace any damaged/deteriorated lightweight insulating concrete deck.
  - d. Raise existing exhaust fan curbs to allow for a minimum of 8 inches in base flashing height at each location.
  - e. Extend existing plumbing vents to allow for a minimum of 8 inches in flashing height at each location.
  - f. Install ¼”/ft. tapered polyisocyanurate insulation board, mechanically fasten through the lightweight insulating concrete to existing steel deck.
  - g. Install ½” flat-stock recovery board (4’x4’ boards) over tapered polyisocyanurate insulation board, set in low-rise foam urethane adhesive.
  - h. Install SBS modified bitumen base sheet membrane, torch applied.
  - i. Install a fire-rated, granule-surfaced SBS modified bitumen cool roof cap sheet membrane, torch applied.
  - j. Install fire-rated, granule-surfaced SBS modified bitumen base membrane, torch applied.
  - k. Install new 16 oz. copper edge flashing on Roof Area A. Existing two-piece copper fascia flashing to remain in place.
  - l. Install new 16 oz. copper edge flashing on Roof Area B. Existing copper gutters and downspouts to remain in place.
  - m. Install new copper expansion joint flashing and expansion joint cover at the south perimeter of Roof Area B.
  - n. Install new counter-flashings, penetration flashings, and other sheet metal components.
  - o. Remove corrosion from, properly prepare and apply new paint to all roof-top appurtenances and conduits.
2. Alternate No. 1 – Pre-finished Sheet Metal Risewall Panel Replacement:
  - a. Remove and properly dispose of existing metal risewall panels.
  - b. Install new pre-finished sheet metal risewall panels, profile to match existing, color to be selected by Owner.
3. Alternate No. 2 – Gutters, Downspouts, and Flashing Replacement:
  - a. Remove and properly dispose of existing two-piece fascia flashing at the perimeter of Roof Area A.
  - b. Remove and properly dispose of existing gutters and downspouts at the perimeter of Roof Area B.
  - c. Install new 16 oz. copper two-piece fascia flashing at the perimeter of Roof Area A, size and profile to match existing.
  - d. Install new 16 oz. copper gutters and downspouts at the perimeter of Roof Area B, size and profile to match existing. Downspout locations to match existing.

B. Type of Contract:

1. Project will be constructed under a single prime contract.

1.5 ACCESS TO SITE

- A. Use of Site: Limit use of Project site to the exterior of the J. Hal and Allyne Machat Music Facility (Band Hall). Do not disturb portions of Project site beyond areas in which the Work is indicated.
1. Limits: Confine construction operations to the roof areas of the J. Hal and Allyne Machat Music Facility (Band Hall).
  2. Driveways, Walkways and Entrances: Keep driveways and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
    - a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
    - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- B. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction operations.

1.6 COORDINATION WITH OCCUPANTS

- A. Full Owner Occupancy: Owner will occupy site and the existing adjacent buildings during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits unless otherwise indicated.
1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and approval of authorities having jurisdiction.
  2. Notify Owner not less than 72 hours in advance of activities that will affect Owner's operations.

1.7 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
- B. On-Site Work Hours: Limit work on the existing buildings to normal business working hours of 7 a.m. to 5 p.m., Monday through Friday, unless otherwise indicated.

1. Weekend Hours: Work may be conducted during weekend hours with Owner approval.
  2. Early Morning Hours: Work may be conducted during early morning hours with Owner approval.
- C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
1. Notify Blinn College District not less than two days in advance of proposed utility interruptions.
  2. Obtain Blinn College District's written permission before proceeding with utility interruptions.
- D. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.
1. Notify Blinn College District not less than two days in advance of proposed disruptive operations.
  2. Obtain Blinn College District's written permission before proceeding with disruptive operations.
- E. Nonsmoking Building: Smoking is not permitted on the Project site.
- F. Controlled Substances: Use of tobacco products and other controlled substances on Project site is not permitted.
- G. Employee Identification: Provide identification tags for Contractor personnel working on Project site. Require personnel to use identification tags at all times.

## 1.8 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
  2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
- C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.

*Roof Replacement – J. Hal and Allyne Machat Music Facility (Band Hall)*  
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PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

## SECTION 012100 - ALLOWANCES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements governing allowances.
  - 1. Certain items are specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when direction will be provided to Contractor. If necessary, additional requirements will be issued by Change Order.
- B. Types of allowances include the following:
  - 1. Unit-cost allowances.
  - 2. Contingency allowances.
- C. Related Requirements:
  - 1. Section 012200 "Unit Prices" for procedures for using unit prices.

#### 1.3 SELECTION AND PURCHASE

- A. At the earliest practical date after award of the Contract, advise Consultant of the date when final selection and purchase of each product or system described by an allowance must be completed to avoid delaying the Work.
- B. At Consultant's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.
- C. Purchase products and systems selected by Consultant from the designated supplier.

#### 1.4 ACTION SUBMITTALS

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

1.5 INFORMATIONAL SUBMITTALS

- A. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.
- B. Submit time sheets and other documentation to show labor time and cost for installation of allowance items that include installation as part of the allowance.
- C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

1.6 COORDINATION

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

1.7 UNIT-COST ALLOWANCES

- A. Allowance shall include cost to Contractor of specific products and materials ordered by Owner or selected by Consultant under allowance and shall include freight, and delivery to Project site.
- B. Unless otherwise indicated, Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials ordered by Owner under allowance shall be included as part of the Contract Sum and not part of the allowance.
- C. Unused Materials: Return unused materials purchased under an allowance to manufacturer or supplier for credit to Owner, after installation has been completed and accepted.
  - 1. If requested by Consultant, retain and prepare unused material for storage by Owner. Deliver unused material to Owner's storage space as directed.

1.8 CONTINGENCY ALLOWANCES

- A. Use the contingency allowance only as directed by Consultant for Owner's purposes and only by Change Orders that indicate amounts to be charged to the allowance.
- B. Contractor's overhead, profit, and related costs for products and equipment ordered by Owner under the contingency allowance are included in the allowance and are not part of the Contract Sum. These costs include delivery, installation, insurance, equipment rental, and similar costs.
- C. Authorization to Use Contingency (AUC) funds from the contingency allowance will include Contractor's related costs and reasonable overhead and profit margins.
- D. At Project closeout, credit unused amounts remaining in the contingency allowance to Owner by Change Order.

## 1.9 ADJUSTMENT OF ALLOWANCES

- A. Allowance Adjustment: To adjust allowance amounts, prepare a Change Order proposal based on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place where applicable. If applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, and similar margins.
  - 1. Include installation costs in purchase amount only where indicated as part of the allowance.
  - 2. If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other margins claimed.
  - 3. Submit substantiation of a change in scope of work, if any, claimed in Change Orders related to unit-cost allowances.
  - 4. Owner reserves the right to establish the quantity of work-in-place by independent quantity survey, measure, or count.
  
- B. Submit claims for increased costs because of a change in scope or nature of the allowance described in the Contract Documents, whether for the purchase order amount or Contractor's handling, labor, installation, overhead, and profit.
  - 1. Do not include Contractor's or subcontractor's indirect expense in the Change Order cost amount unless it is clearly shown that the nature or extent of work has changed from what could have been foreseen from information in the Contract Documents.
  - 2. No change to Contractor's indirect expense is permitted for selection of higher- or lower-priced materials or systems of the same scope and nature as originally indicated.

## PART 2 - PRODUCTS (Not Used)

## PART 3 - EXECUTION

### 3.1 EXAMINATION

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

### 3.2 PREPARATION

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

### 3.3 SCHEDULE OF ALLOWANCES

- A. Allowance No. 1: Unit-Cost Allowance: Provide a cost per square foot for the removal and replacement of damaged/deteriorated lightweight insulating concrete deck, as specified in Section 061053 "Miscellaneous Rough Carpentry."

1. Coordinate quantity allowance adjustment with unit-price requirements in Section 012200 "Unit Prices."
  2. This allowance includes material cost, receiving, handling, and installation, and Contractor overhead and profit.
- B. Allowance No. 2: Unit-Cost Allowance: Provide a cost per square foot for the removal and replacement of damaged/deteriorated steel deck, as specified in Section 061053 "Miscellaneous Rough Carpentry."
1. Coordinate quantity allowance adjustment with unit-price requirements in Section 012200 "Unit Prices."
  2. This allowance includes material cost, receiving, handling, and installation, and Contractor overhead and profit.
- C. Allowance No. 3: Unit-Cost Allowance: Provide a cost per linear foot for the replacement of existing copper gutters, as specified in Section 076200 "Sheet Metal Flashing and Trim."
1. Coordinate quantity allowance adjustment with unit-price requirements in Section 012200 "Unit Prices."
  2. This allowance includes material cost, receiving, handling, and installation, and Contractor overhead and profit.
- D. Allowance No. 4: Unit-Cost Allowance: Provide a cost per linear foot for the replacement of existing copper downspouts, as specified in Section 076200 "Sheet Metal Flashing and Trim."
1. Coordinate quantity allowance adjustment with unit-price requirements in Section 012200 "Unit Prices."
  2. This allowance includes material cost, receiving, handling, and installation, and Contractor overhead and profit.
- E. Allowance No. 5: Unit-Cost Allowance: Provide a cost per linear foot for the replacement of existing copper fascia flashing, as specified in Section 076200 "Sheet Metal Flashing and Trim."
1. Coordinate quantity allowance adjustment with unit-price requirements in Section 012200 "Unit Prices."
  2. This allowance includes material cost, receiving, handling, and installation, and Contractor overhead and profit.
- F. Allowance No. 6: Contingency Allowance: Include a contingency allowance of \$20,000.00 for use according to Owner's written instructions.

END OF SECTION 012100

## SECTION 012200 - UNIT PRICES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

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

#### 1.3 DEFINITIONS

- A. Unit price is an amount incorporated in the Agreement, applicable during the duration of the Work as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, added to or deducted from the Contract Sum by appropriate modification, if the scope of Work or estimated quantities of Work required by the Contract Documents are increased or decreased.

#### 1.4 PROCEDURES

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF UNIT PRICES

A. Unit Price 1: Lightweight insulating concrete deck replacement.

1. Description: Damaged/deteriorated lightweight concrete deck removal and disposal off site and replacement with like materials, as required, according to Section 061053 "Miscellaneous Rough Carpentry."
2. Unit of Measurement: Square feet of deck removed, based on survey of deck removed.
3. Quantity Allowance: Coordinate unit price with allowance adjustment requirements in Section 012100 "Allowances."

B. Unit Price 2: Steel deck replacement.

1. Description: Damaged/deteriorated steel deck removal and disposal off site and replacement with like materials, as required, according to Section 061053 "Miscellaneous Rough Carpentry."
2. Unit of Measurement: Square feet of deck removed, based on survey of deck removed.
3. Quantity Allowance: Coordinate unit price with allowance adjustment requirements in Section 012100 "Allowances."

C. Unit Price No. 3: Copper gutter replacement.

1. Description: Existing copper gutter removal and disposal off site and replacement with new materials, according to Section 076200 "Sheet Metal Flashing and Trim."
2. Unit of Measurement: Linear feet of gutter replaced, based on survey of gutter replaced.
3. Quantity Allowance: Coordinate unit price with allowance adjustment requirements in Section 012100 "Allowances."

D. Unit Price No. 4: Copper downspout replacement.

1. Description: Existing copper downspout removal and disposal off site and replacement with new materials, according to Section 076200 "Sheet Metal Flashing and Trim."
2. Unit of Measurement: Linear feet of downspout replaced, based on survey of downspout replaced.
3. Quantity Allowance: Coordinate unit price with allowance adjustment requirements in Section 012100 "Allowances."

E. Unit Price No. 5: Copper fascia flashing replacement.

1. Description: Existing copper fascia flashing removal and disposal off site and replacement with new materials, according to Section 076200 "Sheet Metal Flashing and Trim."
2. Unit of Measurement: Linear feet of flashing replaced, based on survey of flashing replaced.
3. Quantity Allowance: Coordinate unit price with allowance adjustment requirements in Section 012100 "Allowances."

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END OF SECTION 012200

## SECTION 012300 – ALTERNATES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

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

#### 1.3 DEFINITIONS

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

#### 1.4 PROCEDURES

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

A. Alternate No. 1 – Pre-finished Sheet Metal Risewall Panel Replacement:

1. Remove and properly dispose of existing metal risewall panels.
2. Install new pre-finished sheet metal risewall panels, profile to match existing, color to be selected by Owner.

B. Alternate No. 2 – Gutters, Downspouts, and Flashing Replacement:

1. Remove and properly dispose of existing two-piece fascia flashing at the perimeter of Roof Area A.
2. Remove and properly dispose of existing gutters and downspouts at the perimeter of Roof Area B.
3. Install new 16 oz. copper two-piece flashing at the perimeter of Roof Area A, size and profile to match existing.
4. Install new 16 oz. copper gutters and downspouts at the perimeter of Roof Area B, size and profile to match existing. Downspout locations to match existing.

END OF SECTION 012300

## SECTION 012500 - SUBSTITUTION PROCEDURES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for substitutions.
- B. Related Requirements:
  - 1. Section 012100 "Allowances" for products selected under an allowance.
  - 2. Section 012300 "Alternates" for products selected under an alternate.
  - 3. Section 016000 "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.

#### 1.3 DEFINITIONS

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

#### 1.4 ACTION SUBMITTALS

- A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
  - 1. Substitution Request Form: Use CSI Form 13.1A.
  - 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
    - a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.

- b. Coordination information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.
  - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
  - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
  - e. Samples, where applicable or requested.
  - f. Certificates and qualification data, where applicable or requested.
  - g. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
  - h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
  - i. Research reports evidencing compliance with building code in effect for Project, from ICC-ES.
  - j. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
  - k. Cost information, including a proposal of change, if any, in the Contract Sum.
  - l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
  - m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
3. Consultant's Action: If necessary, Consultant will request additional information or documentation for evaluation within [7] seven days of receipt of a request for substitution. Consultant will notify Contractor of acceptance or rejection of proposed substitution within [15] fifteen days of receipt of request, or [7] seven days of receipt of additional information or documentation, whichever is later.
    - a. Forms of Acceptance: Change Order, Construction Change Directive, or Consultant's Supplemental Instructions for minor changes in the Work.
    - b. Use product specified if Consultant does not issue a decision on use of a proposed substitution within time allocated.

## 1.5 QUALITY ASSURANCE

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

## 1.6 PROCEDURES

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

## PART 2 - PRODUCTS

### 2.1 SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than [15] fifteen days prior to time required for preparation and review of related submittals.
  - 1. Conditions: Consultant will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Consultant will return requests without action, except to record noncompliance with these requirements:
    - a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
    - b. Substitution request is fully documented and properly submitted.
    - c. Requested substitution will not adversely affect Contractor's construction schedule.
    - d. Requested substitution has received necessary approvals of authorities having jurisdiction.
    - e. Requested substitution is compatible with other portions of the Work.
    - f. Requested substitution has been coordinated with other portions of the Work.
    - g. Requested substitution provides specified warranty.
    - h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
- B. Substitutions for Convenience: Consultant will consider requests for substitution if received within [60] sixty days after the Notice to Proceed. Requests received after that time may be considered or rejected at discretion of Consultant.
  - 1. Conditions: Consultant will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Consultant will return requests without action, except to record noncompliance with these requirements:
    - a. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Consultant for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
    - b. Requested substitution does not require extensive revisions to the Contract Documents.
    - c. Requested substitution is consistent with the Contract Documents and will produce indicated results.

- d. Substitution request is fully documented and properly submitted.
- e. Requested substitution will not adversely affect Contractor's construction schedule.
- f. Requested substitution has received necessary approvals of authorities having jurisdiction.
- g. Requested substitution is compatible with other portions of the Work.
- h. Requested substitution has been coordinated with other portions of the Work.
- i. Requested substitution provides specified warranty.
- j. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

PART 3 - EXECUTION (Not Used)

END OF SECTION 012500

## SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

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

#### 1.3 MINOR CHANGES IN THE WORK

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

#### 1.4 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Consultant will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
  - 1. Work Change Proposal Requests issued by Consultant are not instructions either to stop work in progress or to execute the proposed change.
  - 2. Within time specified in Proposal Request or 20 days, when not otherwise specified, after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
    - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
    - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
    - c. Include costs of labor and supervision directly attributable to the change.
    - d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish

- times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
  - e. Quotation Form: Use CSI Form 13.6D, "Proposal Worksheet Summary," and Form 13.6C, "Proposal Worksheet Detail." Or forms acceptable to Consultant.
- B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Consultant.
- 1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
  - 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
  - 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
  - 4. Include costs of labor and supervision directly attributable to the change.
  - 5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
  - 6. Comply with requirements in Section 012500 "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.
  - 7. Proposal Request Form: Use CSI Form 13.6A, "Change Order Request (Proposal)," with attachments CSI Form 13.6D, "Proposal Worksheet Summary," and Form 13.6C, "Proposal Worksheet Detail." or form acceptable to Architect.

## 1.5 ADMINISTRATIVE CHANGE ORDERS

- A. Allowance Adjustment: See Section 012100 "Allowances" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect actual costs of allowances.
- B. Unit-Price Adjustment: See Section 012200 "Unit Prices" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect measured scope of unit-price work.

## 1.6 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Work Changes Proposal Request, Consultant will:
  - 1. If the work change proposal request will add cost to the project, issue a Change Order for signatures of Owner and Contractor on AIA Document G701.
  - 2. If the work change proposal will be paid from the owner's contingency or buyout savings, issue an Authorization to Use Contingency (AUC) in a format acceptable to the architect and owner.

1.7 CONSTRUCTION CHANGE DIRECTIVE

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

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

## SECTION 012900 - PAYMENT PROCEDURES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Requirements:
  - 1. Section 012100 "Allowances" for procedural requirements governing the handling and processing of allowances.
  - 2. Section 012200 "Unit Prices" for administrative requirements governing the use of unit prices.
  - 3. Section 012600 "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
  - 4. Section 013200 "Construction Progress Documentation" for administrative requirements governing the preparation and submittal of the Contractor's construction schedule.

#### 1.3 DEFINITIONS

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

#### 1.4 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.
  - 1. Coordinate line items in the schedule of values with other required administrative forms and schedules, including the following:
    - a. Application for Payment forms with continuation sheets.
    - b. Submittal schedule.
    - c. Items required to be indicated as separate activities in Contractor's construction schedule.
  - 2. Submit the schedule of values to Consultant at earliest possible date, but no later than seven days before the date scheduled for submittal of initial Applications for Payment.

3. Subschedules for Phased Work: Where the Work is separated into phases requiring separately phased payments, provide subschedules showing values coordinated with each phase of payment.
  4. Subschedules for Separate Elements of Work: Where the Contractor's construction schedule defines separate elements of the Work, provide subschedules showing values coordinated with each element.
  5. Subschedules for Separate Design Contracts: Where the Owner has retained design professionals under separate contracts who will each provide certification of payment requests, provide subschedules showing values coordinated with the scope of each design services contract as described in Section 011000 "Summary."
- B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.
1. Identification: Include the following Project identification on the schedule of values:
    - a. Project name and location.
    - b. Name of Consultant.
    - c. Consultant's project number.
    - d. Contractor's name and address.
    - e. Date of submittal.
  2. Arrange schedule of values consistent with format of AIA Document G703.
  3. Arrange the schedule of values in tabular form with separate columns to indicate the following for each item listed:
    - a. Related Specification Section or Division.
    - b. Description of the Work.
    - c. Name of subcontractor.
    - d. Name of manufacturer or fabricator.
    - e. Name of supplier.
    - f. Change Orders (numbers) that affect value.
    - g. Dollar value of the following, as a percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
      - 1) Labor.
      - 2) Materials.
      - 3) Equipment.
  4. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with Project Manual table of contents. Provide multiple line items for principal subcontract amounts in excess of five percent of the Contract Sum.
    - a. Include separate line items under Contractor and principal subcontracts for Project closeout requirements in an amount totaling five percent of the Contract Sum and subcontract amount.
  5. Round amounts to nearest whole dollar; total shall equal the Contract Sum.

6. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
  - a. Differentiate between items stored on-site and items stored off-site. If required, include evidence of insurance.
7. Provide separate line items in the schedule of values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
8. Allowances: Provide a separate line item in the schedule of values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
9. Purchase Contracts: Provide a separate line item in the schedule of values for each purchase contract. Show line-item value of purchase contract. Indicate owner payments or deposits, if any, and balance to be paid by Contractor.
10. Each item in the schedule of values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
  - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the schedule of values or distributed as general overhead expense, at Contractor's option.
11. Schedule Updating: Update and resubmit the schedule of values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

#### 1.5 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
  1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.
- C. Payment Application Times: Submit Application for Payment to Consultant by the Tenth of the month. The period covered by each Application for Payment is one month, ending on the last day of the month.
  1. Submit draft copy of Application for Payment seven days prior to due date for review by Architect.
- D. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 as form for Applications for Payment.

- E. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Consultant will return incomplete applications without action.
1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
  2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
  3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
  4. Indicate separate amounts for work being carried out under Owner-requested project acceleration.
- F. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site.
1. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment, for stored materials.
  2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
  3. Provide summary documentation for stored materials indicating the following:
    - a. Value of materials previously stored and remaining stored as of date of previous Applications for Payment.
    - b. Value of previously stored materials put in place after date of previous Application for Payment and on or before date of current Application for Payment.
    - c. Value of materials stored since date of previous Application for Payment and remaining stored as of date of current Application for Payment.
- G. Transmittal: Submit a digital signed and notarized original copies of each Application for Payment to Architect via email by a method ensuring receipt. Include waivers of lien and similar attachments if required.
1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- H. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's liens from subcontractors, sub-subcontractors, and suppliers for construction period covered by the previous application.
1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
  2. When an application shows completion of an item, submit conditional final or full waivers.
  3. Owner reserves the right to designate which entities involved in the Work must submit waivers.

4. Submit final Application for Payment with or preceded by conditional final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
  5. Waiver Forms: Submit executed waivers of lien on forms, acceptable to Owner.
- I. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. List of subcontractors.
  2. Schedule of values.
  3. Contractor's construction schedule (preliminary if not final).
  4. Products list (preliminary if not final).
  5. Schedule of unit prices.
  6. Submittal schedule (preliminary if not final).
  7. List of Contractor's staff assignments.
  8. List of Contractor's principal consultants.
  9. Copies of building permits.
  10. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
  11. Initial progress report.
  12. Report of preconstruction conference.
  13. Certificates of insurance and insurance policies.
  14. Performance and payment bonds.
  15. Data needed to acquire Owner's insurance.
- J. Application for Payment at Substantial Completion: After Consultant issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
  2. This application shall reflect Certificate(s) of Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- K. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
  2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
  3. Updated final statement, accounting for final changes to the Contract Sum.
  4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
  5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
  6. AIA Document G707, "Consent of Surety to Final Payment."
  7. Evidence that claims have been settled.
  8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
  9. Final liquidated damages settlement statement.

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PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

## SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

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

#### 1.3 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
  - 1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
  - 2. Predecessor Activity: An activity that precedes another activity in the network.
  - 3. Successor Activity: An activity that follows another activity in the network.
- B. Cost Loading: The allocation of the schedule of values for the completion of an activity as scheduled. The sum of costs for all activities must equal the total Contract Sum unless otherwise approved by Consultant.
- C. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.
- D. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.

- E. Event: The starting or ending point of an activity.
- F. Float: The measure of leeway in starting and completing an activity.
  - 1. Float time belongs to Owner.
  - 2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
  - 3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.
- G. Resource Loading: The allocation of manpower and equipment necessary for the completion of an activity as scheduled.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Format for Submittals: Submit required submittals in the following format:
  - 1. Working electronic copy of schedule file, where indicated.
  - 2. PDF electronic file.
- B. Startup construction schedule.
  - 1. Approval of cost-loaded, startup construction schedule will not constitute approval of schedule of values for cost-loaded activities.
- C. Startup Network Diagram: Of size required to display entire network for entire construction period. Show logic ties for activities.
- D. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.
  - 1. Submit a working electronic copy of schedule, using software indicated, and labeled to comply with requirements for submittals. Include type of schedule (initial or updated) and date on label.
- E. CPM Reports: Concurrent with CPM schedule, submit each of the following reports. Format for each activity in reports shall contain activity number, activity description, cost and resource loading, original duration, remaining duration, early start date, early finish date, late start date, late finish date, and total float in calendar days.
  - 1. Activity Report: List of all activities sorted by activity number and then early start date, or actual start date if known.
  - 2. Logic Report: List of preceding and succeeding activities for all activities, sorted in ascending order by activity number and then early start date, or actual start date if known.
  - 3. Total Float Report: List of all activities sorted in ascending order of total float.
  - 4. Earnings Report: Compilation of Contractor's total earnings from commencement of the Work until most recent Application for Payment.
- F. Construction Schedule Updating Reports: Submit with Applications for Payment.
- G. Daily Construction Reports: Submit at weekly intervals.

- H. Material Location Reports: Submit at weekly intervals.
- I. Site Condition Reports: Submit at time of discovery of differing conditions.
- J. Special Reports: Submit at time of unusual event.
- K. Qualification Data: For scheduling consultant.

## 1.5 QUALITY ASSURANCE

- A. Scheduling Consultant Qualifications: An experienced specialist in CPM scheduling and reporting, with capability of producing CPM reports and diagrams within 24 hours of Architect's request.
- B. Prescheduling Conference: Conduct conference at Project site to comply with requirements in Section 013100 "Project Management and Coordination." Review methods and procedures related to the preliminary construction schedule and Contractor's construction schedule, including, but not limited to, the following:
  - 1. Review software limitations and content and format for reports.
  - 2. Verify availability of qualified personnel needed to develop and update schedule.
  - 3. Discuss constraints, including phasing, work stages, area separations, interim milestones, and partial Owner occupancy.
  - 4. Review delivery dates for Owner-furnished products.
  - 5. Review schedule for work of Owner's separate contracts.
  - 6. Review submittal requirements and procedures.
  - 7. Review time required for review of submittals and resubmittals.
  - 8. Review requirements for tests and inspections by independent testing and inspecting agencies.
  - 9. Review time required for Project closeout and Owner startup procedures, including commissioning activities.
  - 10. Review and finalize list of construction activities to be included in schedule.
  - 11. Review procedures for updating schedule.

## 1.6 COORDINATION

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

## PART 2 - PRODUCTS

### 2.1 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Time Frame: Extend schedule from date established for the Notice of Award to date of final completion.
  - 1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- B. Activities: Treat each story or separate area as a separate numbered activity for each main element of the Work. Comply with the following:
  - 1. Activity Duration: Define activities so no activity is longer than [20] twenty days, unless specifically allowed by Consultant.
  - 2. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
  - 3. Submittal Review Time: Include review and resubmittal times indicated in Section 013300 "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's construction schedule with submittal schedule.
  - 4. Startup and Testing Time: Include no fewer than [15] fifteen days for startup and testing.
  - 5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion and allow time for Consultant's administrative procedures necessary for certification of Substantial Completion.
  - 6. Punch List and Final Completion: Include not more than [30] thirty days for completion of punch list items and final completion.
- C. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.
  - 1. Phasing: Arrange list of activities on schedule by phase.
  - 2. Work under More Than One Contract: Include a separate activity for each contract.
  - 3. Work by Owner: Include a separate activity for each portion of the Work performed by Owner.
  - 4. Products Ordered in Advance: Include a separate activity for each product. Include delivery date indicated in Section 011000 "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
  - 5. Owner-Furnished Products: Include a separate activity for each product. Include delivery date indicated in Section 011000 "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
  - 6. Work Restrictions: Show the effect of the following items on the schedule:
    - a. Coordination with existing construction.
    - b. Limitations of continued occupancies.
    - c. Uninterruptible services.
    - d. Partial occupancy before Substantial Completion.

- e. Use of premises restrictions.
  - f. Provisions for future construction.
  - g. Seasonal variations.
  - h. Environmental control.
7. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:
- a. Subcontract awards.
  - b. Submittals.
  - c. Purchases.
  - d. Mockups.
  - e. Fabrication.
  - f. Sample testing.
  - g. Deliveries.
  - h. Installation.
  - i. Tests and inspections.
  - j. Adjusting.
  - k. Curing.
  - l. Building flush-out.
  - m. Startup and placement into final use and operation.
8. Construction Areas: Identify each major area of construction for each major portion of the Work. Indicate where each construction activity within a major area must be sequenced or integrated with other construction activities to provide for the following:
- a. Structural completion.
  - b. Temporary enclosure and space conditioning.
  - c. Permanent space enclosure.
  - d. Completion of mechanical installation.
  - e. Completion of electrical installation.
  - f. Substantial Completion.
- D. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and final completion>.
- E. Cost Correlation: Superimpose a cost correlation timeline, indicating planned and actual costs. On the line, show planned and actual dollar volume of the Work performed as of planned and actual dates used for preparation of payment requests.
1. See Section 012900 "Payment Procedures" for cost reporting and payment procedures.
- F. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:
1. Unresolved issues.
  2. Unanswered Requests for Information.
  3. Rejected or unreturned submittals.
  4. Notations on returned submittals.
  5. Pending modifications affecting the Work and Contract Time.

- G. Recovery Schedule: When periodic update indicates the Work is [14] <Insert number> or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule. Indicate changes to working hours, working days, crew sizes, and equipment required to achieve compliance, and date by which recovery will be accomplished.
- H. Computer Scheduling Software: Prepare schedules using current version of a program that has been developed specifically to manage construction schedules.
  - 1. Use [Microsoft Project,] [Primavera,] [Meridian Prolog,] [Scheduling component of Project Web site software specified in Section 013100 "Project Management and Coordination,"] <Insert name of specific software,> for [Windows XP] [Windows Vista] <Insert current Windows operating system> [Macintosh OS X] operating system.

## 2.2 STARTUP CONSTRUCTION SCHEDULE

- A. Bar-Chart Schedule: Submit startup, horizontal, bar-chart-type construction schedule within [seven] <Insert number> days of date established for [commencement of the Work] [the Notice to Proceed] [the Notice of Award].
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line. Outline significant construction activities for first [90] <Insert number> days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.

## 2.3 CONTRACTOR'S CONSTRUCTION SCHEDULE (GANTT CHART)

- A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal, Gantt-chart-type, Contractor's construction schedule within [30] <Insert number> days of date established for [commencement of the Work] [the Notice to Proceed] [the Notice of Award]. Base schedule on the startup construction schedule and additional information received since the start of Project.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.
  - 1. For construction activities that require three months or longer to complete, indicate an estimated completion percentage in [10] <Insert number> percent increments within time bar.

## 2.4 CONTRACTOR'S CONSTRUCTION SCHEDULE (CPM SCHEDULE)

- A. General: Prepare network diagrams using AON (activity-on-node) format.
- B. Startup Network Diagram: Submit diagram within [14] <Insert number> days of date established for [commencement of the Work] [the Notice to Proceed] [the Notice of Award]. Outline significant construction activities for the first [90] <Insert number> days of

construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.

- C. CPM Schedule: Prepare Contractor's construction schedule using a [ **cost- and resource-loaded,**] time-scaled CPM network analysis diagram for the Work.
1. Develop network diagram in sufficient time to submit CPM schedule so it can be accepted for use no later than [60] <Insert number> days after date established for [commencement of the Work] [the Notice to Proceed] [the Notice of Award].
    - a. Failure to include any work item required for performance of this Contract shall not excuse Contractor from completing all work within applicable completion dates, regardless of Architect's approval of the schedule.
  2. Conduct educational workshops to train and inform key Project personnel, including subcontractors' personnel, in proper methods of providing data and using CPM schedule information.
  3. Establish procedures for monitoring and updating CPM schedule and for reporting progress. Coordinate procedures with progress meeting and payment request dates.
  4. Use "one workday" as the unit of time for individual activities. Indicate nonworking days and holidays incorporated into the schedule in order to coordinate with the Contract Time.
- D. CPM Schedule Preparation: Prepare a list of all activities required to complete the Work. Using the startup network diagram, prepare a skeleton network to identify probable critical paths.
1. Activities: Indicate the estimated time duration, sequence requirements, and relationship of each activity in relation to other activities. Include estimated time frames for the following activities:
    - a. Preparation and processing of submittals.
    - b. Mobilization and demobilization.
    - c. Purchase of materials.
    - d. Delivery.
    - e. Fabrication.
    - f. Utility interruptions.
    - g. Installation.
    - h. Work by Owner that may affect or be affected by Contractor's activities.
    - i. Testing[ **and commissioning**].
    - j. Punch list and final completion.
    - k. Activities occurring following final completion.
  2. Critical Path Activities: Identify critical path activities, including those for interim completion dates. Scheduled start and completion dates shall be consistent with Contract milestone dates.
  3. Processing: Process data to produce output data on a computer-drawn, time-scaled network. Revise data, reorganize activity sequences, and reproduce as often as necessary to produce the CPM schedule within the limitations of the Contract Time.
  4. Format: Mark the critical path. Locate the critical path near center of network; locate paths with most float near the edges.

- a. Subnetworks on separate sheets are permissible for activities clearly off the critical path.
5. Cost- and Resource-Loading of CPM Schedule: Assign cost to construction activities on the CPM schedule. Do not assign costs to submittal activities. Obtain Consultant's approval prior to assigning costs to fabrication and delivery activities. Assign costs under main subcontracts for testing and commissioning activities, operation and maintenance manuals, punch list activities, Project record documents, and demonstration and training (if applicable), in the amount of [5] five percent of the Contract Sum.
- a. Each activity cost shall reflect an appropriate value subject to approval by Architect.
  - b. Total cost assigned to activities shall equal the total Contract Sum.
- E. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using a network fragment to demonstrate the effect of the proposed change on the overall project schedule.
- F. Initial Issue of Schedule: Prepare initial network diagram from a sorted activity list indicating straight "early start-total float." Identify critical activities. Prepare tabulated reports showing the following:
1. Contractor or subcontractor and the Work or activity.
  2. Description of activity.
  3. Main events of activity.
  4. Immediate preceding and succeeding activities.
  5. Early and late start dates.
  6. Early and late finish dates.
  7. Activity duration in workdays.
  8. Total float or slack time.
  9. Average size of workforce.
  10. Dollar value of activity (coordinated with the schedule of values).
- G. Schedule Updating: Concurrent with making revisions to schedule, prepare tabulated reports showing the following:
1. Identification of activities that have changed.
  2. Changes in early and late start dates.
  3. Changes in early and late finish dates.
  4. Changes in activity durations in workdays.
  5. Changes in the critical path.
  6. Changes in total float or slack time.
  7. Changes in the Contract Time.
- H. Value Summaries: Prepare two cumulative value lists, sorted by finish dates.
1. In first list, tabulate activity number, early finish date, dollar value, and cumulative dollar value.
  2. In second list, tabulate activity number, late finish date, dollar value, and cumulative dollar value.
  3. In subsequent issues of both lists, substitute actual finish dates for activities completed as of list date.

4. Prepare list for ease of comparison with payment requests; coordinate timing with progress meetings.
  - a. In both value summary lists, tabulate "actual percent complete" and "cumulative value completed" with total at bottom.
  - b. Submit value summary printouts [1] one week before each regularly scheduled progress meeting.

## 2.5 REPORTS

- A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:
  1. List of subcontractors at Project site.
  2. List of separate contractors at Project site.
  3. Approximate count of personnel at Project site.
  4. Equipment at Project site.
  5. Material deliveries.
  6. High and low temperatures and general weather conditions, including presence of rain or snow.
  7. Accidents.
  8. Meetings and significant decisions.
  9. Unusual events (see special reports).
  10. Stoppages, delays, shortages, and losses.
  11. Meter readings and similar recordings.
  12. Emergency procedures.
  13. Orders and requests of authorities having jurisdiction.
  14. Change Orders received and implemented.
  15. Change Directives received and implemented.
  16. Services connected and disconnected.
  17. Equipment or system tests and startups.
  18. Partial completions and occupancies.
  19. Substantial Completions authorized.
- B. Material Location Reports: At monthly intervals, prepare and submit a comprehensive list of materials delivered to and stored at Project site. List shall be cumulative, showing materials previously reported plus items recently delivered. Include with list a statement of progress on and delivery dates for materials or items of equipment fabricated or stored away from Project site. Indicate the following categories for stored materials:
  1. Material stored prior to previous report and remaining in storage.
  2. Material stored prior to previous report and since removed from storage and installed.
  3. Material stored following previous report and remaining in storage.
- C. Site Condition Reports: Immediately on discovery of a difference between site conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

## 2.6 SPECIAL REPORTS

- A. General: Submit special reports directly to Owner within [1] one day of an occurrence. Distribute copies of report to parties affected by the occurrence.
- B. Reporting Unusual Events: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.

## PART 3 - EXECUTION

### 3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Scheduling Consultant: Engage a consultant to provide planning, evaluation, and reporting using CPM scheduling.
  - 1. In-House Option: Owner may waive the requirement to retain a consultant if Contractor employs skilled personnel with experience in CPM scheduling and reporting techniques. Submit qualifications.
  - 2. Meetings: Scheduling consultant shall attend all meetings related to Project progress, alleged delays, and time impact.
- B. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule [1] one week before each regularly scheduled progress meeting.
  - 1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
  - 2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
  - 3. As the Work progresses, indicate final completion percentage for each activity.
- C. Distribution: Distribute copies of approved schedule to Consultant, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
  - 1. Post copies in Project meeting rooms and temporary field offices.
  - 2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION 013200

## SECTION 013300 - SUBMITTAL PROCEDURES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Requirements:
  - 1. Section 012900 "Payment Procedures" for submitting Applications for Payment and the schedule of values.
  - 2. Section 013200 "Construction Progress Documentation" for submitting schedules and reports, including Contractor's construction schedule.
  - 3. Section 017823 "Operation and Maintenance Data" for submitting operation and maintenance manuals.
  - 4. Section 017839 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.
  - 5. Section 017900 "Demonstration and Training" for submitting video recordings of demonstration of equipment and training of Owner's personnel.

#### 1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Consultant's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."
- B. Informational Submittals: Written and graphic information and physical samples that do not require Consultant's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."
- C. File Transfer Protocol (FTP): Communications protocol that enables transfer of files to and from another computer over a network and that serves as the basis for standard Internet protocols. An FTP site is a portion of a network located outside of network firewalls within which internal and external users are able to access files.
- D. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.

#### 1.4 ACTION SUBMITTALS

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

#### 1.5 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Consultant's Digital Data Files: Electronic digital data files of the Contract Drawings will be provided by Consultant for Contractor's use in preparing submittals.
1. Consultant will furnish Contractor one set of digital data drawing files of the Contract Drawings for use in preparing Shop Drawings and Project record drawings.
    - a. Consultant makes no representations as to the accuracy or completeness of digital data drawing files as they relate to the Contract Drawings.
    - b. Digital Drawing Software Program: The Contract Drawings are available in PDF Format.
    - c. Contractor shall execute a data licensing agreement in the form of Agreement form acceptable to Owner and Architect.
    - d. The following digital data files will be furnished for each appropriate discipline:
      - 1) Plan Views.

2) Detail Sheets.

- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
  2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
  3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
  4. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
    - a. Consultant the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Consultant's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
1. Initial Review: Allow [15] fifteen days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Consultant will advise Contractor when a submittal being processed must be delayed for coordination.
  2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
  3. Resubmittal Review: Allow [15] fifteen days for review of each resubmittal.
  4. Sequential Review: Where sequential review of submittals by Consultant, Owner, or other parties is indicated, allow [21] twenty-one days for initial review of each submittal.
- D. Paper Submittals: Place a permanent label or title block on each submittal item for identification.
1. Indicate name of firm or entity that prepared each submittal on label or title block.
  2. Provide a space approximately [6 by 8 inches (150 by 200 mm)] on label or beside title block to record Contractor's review and approval markings and action taken by Consultant.
  3. Include the following information for processing and recording action taken:
    - a. Project name.
    - b. Date.
    - c. Name of Consultant.
    - d. Name of Contractor.
    - e. Name of subcontractor.
    - f. Name of supplier.
    - g. Name of manufacturer.
    - h. Submittal number or other unique identifier, including revision identifier.
- 1) Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 061000.01). Resubmittals

shall include an alphabetic suffix after another decimal point (e.g., 061000.01.A).

- i. Number and title of appropriate Specification Section.
  - j. Drawing number and detail references, as appropriate.
  - k. Location(s) where product is to be installed, as appropriate.
  - l. Other necessary identification.
4. Additional Paper Copies: Unless additional copies are required for final submittal, and unless Consultant observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
- a. Submit one copy of submittal to concurrent reviewer in addition to specified number of copies to Consultant.
5. Transmittal for Paper Submittals: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Consultant will discard submittals received from sources other than Contractor.
- a. Transmittal Form for Paper Submittals: Use AIA Document G810.
  - b. Transmittal Form for Paper Submittals: Provide locations on form for the following information:
    - 1) Project name.
    - 2) Date.
    - 3) Destination (To:).
    - 4) Source (From:).
    - 5) Name and address of Consultant.
    - 6) Name of Construction Manager.
    - 7) Name of Contractor.
    - 8) Name of firm or entity that prepared submittal.
    - 9) Names of subcontractor, manufacturer, and supplier.
    - 10) Category and type of submittal.
    - 11) Submittal purpose and description.
    - 12) Specification Section number and title.
    - 13) Specification paragraph number or drawing designation and generic name for each of multiple items.
    - 14) Drawing number and detail references, as appropriate.
    - 15) Indication of full or partial submittal.
    - 16) Transmittal number - numbered consecutively.
    - 17) Submittal and transmittal distribution record.
    - 18) Remarks.
    - 19) Signature of transmitter.
- E. Electronic Submittals: Identify and incorporate information in each electronic submittal file as follows:
1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
  2. Name file with submittal number or other unique identifier, including revision identifier.

- a. File name shall use project identifier and Specification Section number followed by a decimal point and then a sequential number (e.g., LNHS-061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., LNHS-061000.01.A).
3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Consultant.
4. Transmittal Form for Electronic Submittals: Use electronic form acceptable to Owner, containing the following information:
  - a. Project name.
  - b. Date.
  - c. Name and address of Consultant.
  - d. Name of Contractor.
  - e. Name of firm or entity that prepared submittal.
  - f. Names of subcontractor, manufacturer, and supplier.
  - g. Category and type of submittal.
  - h. Submittal purpose and description.
  - i. Specification Section number and title.
  - j. Specification paragraph number or drawing designation and generic name for each of multiple items.
  - k. Drawing number and detail references, as appropriate.
  - l. Location(s) where product is to be installed, as appropriate.
  - m. Related physical samples submitted directly.
  - n. Indication of full or partial submittal.
  - o. Transmittal number[, **numbered consecutively**].
  - p. Submittal and transmittal distribution record.
  - q. Other necessary identification.
  - r. Remarks.
5. Metadata: Include the following information as keywords in the electronic submittal file metadata:
  - a. Project name.
  - b. Number and title of appropriate Specification Section.
  - c. Manufacturer name.
  - d. Product name.
- F. Options: Identify options requiring selection by Consultant.
- G. Deviations and Additional Information: On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.
- H. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
  1. Note date and content of previous submittal.

2. Note date and content of revision in label or title block and clearly indicate extent of revision.
  3. Resubmit submittals until they are marked with approval notation from Consultant's action stamp.
- I. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
  - J. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's action stamp.

## PART 2 - PRODUCTS

### 2.1 SUBMITTAL PROCEDURES

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

4. For equipment, include the following in addition to the above, as applicable:
    - a. Wiring diagrams showing factory-installed wiring.
    - b. Printed performance curves.
    - c. Operational range diagrams.
    - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
  5. Submit Product Data before or concurrent with Samples.
  6. Submit Product Data in the following format:
    - a. PDF electronic file.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
    - a. Identification of products.
    - b. Schedules.
    - c. Compliance with specified standards.
    - d. Notation of coordination requirements.
    - e. Notation of dimensions established by field measurement.
    - f. Relationship and attachment to adjoining construction clearly indicated.
    - g. Seal and signature of professional engineer if specified.
  2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least **[24 by 36 inches, but no larger than 30 by 42 inches]**.
  3. Submit Shop Drawings in the following format:
    - a. PDF electronic file.
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
  2. Identification: Attach label on unexposed side of Samples that includes the following:
    - a. Generic description of Sample.
    - b. Product name and name of manufacturer.
    - c. Sample source.
    - d. Number and title of applicable Specification Section.
    - e. Specification paragraph number and generic name of each item.
  3. For projects where electronic submittals are required, provide corresponding electronic submittal of Sample transmittal, digital image file illustrating Sample characteristics, and identification information for record.

4. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
  - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
  - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
5. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
  - a. Number of Samples: Submit [1] one full set of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Consultant will return submittal with options selected.
6. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
  - a. Number of Samples: Submit [3] three sets of Samples. Consultant will retain [2] two Sample sets; remainder will be returned. Mark up and retain one returned Sample set as a project record sample.
    - 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
    - 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least [3] three sets of paired units that show approximate limits of variations.
- E. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
  1. Type of product. Include unique identifier for each product indicated in the Contract Documents or assigned by Contractor if none is indicated.
  2. Manufacturer and product name, and model number if applicable.
  3. Number and name of room or space.
  4. Location within room or space.
  5. Submit product schedule in the following format:
    - a. PDF electronic file.

- F. Coordination Drawing Submittals: Comply with requirements specified in Section 013100 "Project Management and Coordination."
- G. Contractor's Construction Schedule: Comply with requirements specified in Section 013200 "Construction Progress Documentation."
- H. Application for Payment and Schedule of Values: Comply with requirements specified in Section 012900 "Payment Procedures."
- I. Test and Inspection Reports and Schedule of Tests and Inspections Submittals: Comply with requirements specified in Section 014000 "Quality Requirements."
- J. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Section 017700 "Closeout Procedures."
- K. Maintenance Data: Comply with requirements specified in Section 017823 "Operation and Maintenance Data."
- L. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.
- M. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- N. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- O. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- P. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- Q. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- R. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- S. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
  - 1. Name of evaluation organization.
  - 2. Date of evaluation.

3. Time period when report is in effect.
  4. Product and manufacturers' names.
  5. Description of product.
  6. Test procedures and results.
  7. Limitations of use.
- T. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- U. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- V. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- W. Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

### PART 3 - EXECUTION

#### 3.1 CONTRACTOR'S REVIEW

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

#### 3.2 CONSULTANT'S ACTION

- A. Action Submittals: Consultant will review each submittal, make marks to indicate corrections or revisions required, and return it. Consultant will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action.

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- B. Informational Submittals: Consultant will review each submittal and will not return it or will return it if it does not comply with requirements. Consultant will forward each submittal to appropriate party.
- C. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Consultant.
- D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- E. Submittals not required by the Contract Documents may be returned by the Consultant without action.

END OF SECTION 013300

## SECTION 013553 - SECURITY

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes security measures including formal security programs, entry control, personnel identification, and miscellaneous restrictions.

#### 1.3 SITE SECURITY

- A. The Contractor shall require reasonable proof of identification and signature of all visitors on a log. The premises shall be protected from entry of any unauthorized persons.
- B. The Contractor shall protect the work, stored materials, and construction equipment from theft and vandalism. At the Owner's occupied sites, the Contractor shall protect the Owner's operations from theft, vandalism, or damage from the Contractor's work.
- C. Site security shall commence upon initial mobilization of the work and be maintained until substantial completion.

#### 1.4 PERSONNEL IDENTIFICATION

- A. Provide identification to each person authorized to enter project premises, showing:
  - 1. Personal Photograph
  - 2. Name of individual and assigned number
  - 3. Employer's name
  - 4. Maintain a current list of accredited persons; submit copy of list to Owner on request
  - 5. Require that identification be displayed by all persons entering, leaving or on premises
- B. Exclude improperly identified persons from site.

#### 1.5 ENTRANCE CONTROL

- A. Provide control of all persons and vehicles entering and leaving project site.
  - 1. Require display of proper identification by each person.
  - 2. Allow no visitors except with issuance of temporary identification
  - 3. Maintain log of all visitors
- B. Owner will control deliveries and vehicles relates to its own operations.

PART 2 - PRODUCTS - (Not Used)

PART 3 - EXECUTION

3.1 PROTECTION

- A. When work is to be performed at a project site and school activities are being conducted, Contractor shall take special care, and shall require its subcontractors, and all persons performing work at the site to take special care, to protect the safety and welfare of the students, teachers, employees, and visitors at the school, and to perform the work with as little disruption to the learning environment and school activities as possible.
- B. When work is to be performed at a project site where school activities are being conducted, it is expressly understood and agreed that Contractor's and any subcontractors' employees and other persons performing work at the project site shall not engage in any inappropriate interaction of any nature whatsoever with students, teachers, employees and visitors at the school, including talking, touching, staring, or in any way contributing to a hostile or offensive environment. It is further expressly understood and agreed that there is to be no fraternization between Contractor's and any subcontractor's employees, and other persons performing work at the site, and students, teachers, employees and visitors at the school. There shall be zero tolerance for violations of these provisions.
- C. The possession or use of tobacco products, alcoholic beverages, illegal drugs, and firearms or weapons on Owner's property is prohibited at all times, twenty-four hours a day. There shall be zero tolerance for violations of this provision.
- D. Contractor, subcontractor, and all other persons performing work in connection with the project shall strictly observe (i) speed limits in the vicinity of the project site, including, without limitation, school speed limits, and (ii) any posted speed limits on the project site established by Owner. Contractor shall require strict compliance with this provision.
- E. Owner shall have the right to require the immediate removal from the project site of any person performing work who violates the provision of this Article 11 and to prohibit such person from being allowed to perform work at the project site in the future.
- F. A Contractor who fails to enforce compliance with the provisions of this Article, or who suffers or allows an employee, subcontractor or other person performing work at the project site to violate any of these provisions, shall be in breach of this Contract.

END OF SECTION 013553

## SECTION 014000 - QUALITY REQUIREMENTS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
  - 1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
  - 2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
  - 3. Requirements for Contractor to provide quality-assurance and -control services required by Consultant, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
  - 4. Specific test and inspection requirements are not specified in this Section.
- C. Related Requirements:
  - 1. Section 012100 "Allowances" for testing and inspecting allowances.

#### 1.3 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Consultant.
- C. Mockups: Full-size physical assemblies that are constructed on-site. Mockups are constructed to verify selections made under Sample submittals; to demonstrate aesthetic effects and, where indicated, qualities of materials and execution; to review coordination, testing, or operation; to

show interface between dissimilar materials; and to demonstrate compliance with specified installation tolerances. Mockups are not Samples. Unless otherwise indicated, approved mockups establish the standard by which the Work will be judged.

- D. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria.
- E. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.
- F. Source Quality-Control Testing: Tests and inspections that are performed at the source, e.g., plant, mill, factory, or shop.
- G. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- H. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- I. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
  - 1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade(s).
- J. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of [5] five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

#### 1.4 CONFLICTING REQUIREMENTS

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

## 1.5 ACTION SUBMITTALS

- A. Shop Drawings: For mockups, provide plans, sections, and elevations, indicating materials and size of mockup construction.
  - 1. Indicate manufacturer and model number of individual components.
  - 2. Provide axonometric drawings for conditions difficult to illustrate in two dimensions.

## 1.6 INFORMATIONAL SUBMITTALS

- A. Contractor's Quality-Control Plan: For quality-assurance and quality-control activities and responsibilities.
- B. Qualification Data : For Contractor's quality-control personnel.
- C. Contractor's Statement of Responsibility: When required by authorities having jurisdiction, submit copy of written statement of responsibility sent to authorities having jurisdiction before starting work on the following systems:
  - 1. Seismic-force-resisting system, designated seismic system, or component listed in the designated seismic system quality-assurance plan prepared by Consultant.
  - 2. Main wind-force-resisting system or a wind-resisting component listed in the wind-force-resisting system quality-assurance plan prepared by Consultant.
- D. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- E. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
  - 1. Specification Section number and title.
  - 2. Entity responsible for performing tests and inspections.
  - 3. Description of test and inspection.
  - 4. Identification of applicable standards.
  - 5. Identification of test and inspection methods.
  - 6. Number of tests and inspections required.
  - 7. Time schedule or time span for tests and inspections.
  - 8. Requirements for obtaining samples.
  - 9. Unique characteristics of each quality-control service.

## 1.7 CONTRACTOR'S QUALITY-CONTROL PLAN

- A. Quality-Control Plan, General: Submit quality-control plan within [10] ten days of Notice to Proceed, and not less than [5] five days prior to preconstruction conference. Submit in format acceptable to Architect. Identify personnel, procedures, controls, instructions, tests, records, and forms to be used to carry out Contractor's quality-assurance and quality-control responsibilities. Coordinate with Contractor's construction schedule.

- B. Quality-Control Personnel Qualifications: Engage qualified full-time personnel trained and experienced in managing and executing quality-assurance and quality-control procedures similar in nature and extent to those required for Project.
  - 1. Project quality-control manager may also serve as Project superintendent.
- C. Submittal Procedure: Describe procedures for ensuring compliance with requirements through review and management of submittal process. Indicate qualifications of personnel responsible for submittal review.
- D. Testing and Inspection: In quality-control plan, include a comprehensive schedule of Work requiring testing or inspection, including the following:
  - 1. Contractor-performed tests and inspections including subcontractor-performed tests and inspections. Include required tests and inspections and Contractor-elected tests and inspections.
  - 2. Special inspections required by authorities having jurisdiction and indicated on the "Statement of Special Inspections."
  - 3. Owner-performed tests and inspections indicated in the Contract Documents.
- E. Continuous Inspection of Workmanship: Describe process for continuous inspection during construction to identify and correct deficiencies in workmanship in addition to testing and inspection specified. Indicate types of corrective actions to be required to bring work into compliance with standards of workmanship established by Contract requirements and approved mockups.
- F. Monitoring and Documentation: Maintain testing and inspection reports including log of approved and rejected results. Include work Architect has indicated as nonconforming or defective. Indicate corrective actions taken to bring nonconforming work into compliance with requirements. Comply with requirements of authorities having jurisdiction.

## 1.8 REPORTS AND DOCUMENTS

- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:
  - 1. Date of issue.
  - 2. Project title and number.
  - 3. Name, address, and telephone number of testing agency.
  - 4. Dates and locations of samples and tests or inspections.
  - 5. Names of individuals making tests and inspections.
  - 6. Description of the Work and test and inspection method.
  - 7. Identification of product and Specification Section.
  - 8. Complete test or inspection data.
  - 9. Test and inspection results and an interpretation of test results.
  - 10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
  - 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
  - 12. Name and signature of laboratory inspector.

13. Recommendations on retesting and reinspecting.

B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:

1. Name, address, and telephone number of technical representative making report.
2. Statement on condition of substrates and their acceptability for installation of product.
3. Statement that products at Project site comply with requirements.
4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
6. Statement whether conditions, products, and installation will affect warranty.
7. Other required items indicated in individual Specification Sections.

C. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:

1. Name, address, and telephone number of factory-authorized service representative making report.
2. Statement that equipment complies with requirements.
3. Results of operational and other tests and a statement of whether observed performance complies with requirements.
4. Statement whether conditions, products, and installation will affect warranty.
5. Other required items indicated in individual Specification Sections.

D. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.9 QUALITY ASSURANCE

A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.

B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

D. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.

- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar in material, design, and extent to those indicated for this Project.
- F. Specialists: Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
  - 1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.
- G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 329; and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.
  - 1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
  - 2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.
- H. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- I. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- J. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:
  - 1. Contractor responsibilities include the following:
    - a. Provide test specimens representative of proposed products and construction.
    - b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
    - c. Provide sizes and configurations of test assemblies, mockups, and laboratory mockups to adequately demonstrate capability of products to comply with performance requirements.
    - d. Build site-assembled test assemblies and mockups using installers who will perform same tasks for Project.
    - e. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.
    - f. When testing is complete, remove test specimens, assemblies, mockups; do not reuse products on Project.

2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Consultant, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.
- K. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
1. Build mockups in location and of size indicated or, if not indicated, as directed by Consultant.
  2. Notify Consultant [7] seven days in advance of dates and times when mockups will be constructed.
  3. Employ supervisory personnel who will oversee mockup construction. Employ workers that will be employed during the construction at Project.
  4. Demonstrate the proposed range of aesthetic effects and workmanship.
  5. Obtain Consultant's approval of mockups before starting work, fabrication, or construction.
    - a. Allow [7] seven days for initial review and each re-review of each mockup.
  6. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
  7. Demolish and remove mockups when directed unless otherwise indicated.

#### 1.10 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
  2. Payment for these services will be made from testing and inspecting allowances, as authorized by Change Orders.
  3. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.
- B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.
1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
  2. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
    - a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.

3. Notify testing agencies at least [24] twenty-four hours in advance of time when Work that requires testing or inspecting will be performed.
  4. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
  5. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
  6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. **Manufacturer's Field Services:** Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Section 013300 "Submittal Procedures."
- D. **Manufacturer's Technical Services:** Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.
- E. **Retesting/Reinspecting:** Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- F. **Testing Agency Responsibilities:** Cooperate with Consultant and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
1. Notify Consultant and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
  2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
  3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
  4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
  5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
  6. Do not perform any duties of Contractor.
- G. **Associated Services:** Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.
  2. Incidental labor and facilities necessary to facilitate tests and inspections.
  3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
  4. Facilities for storage and field curing of test samples.
  5. Delivery of samples to testing agencies.
  6. Preliminary design mix proposed for use for material mixes that require control by testing agency.

7. Security and protection for samples and for testing and inspecting equipment at Project site.
- H. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
  1. Schedule times for tests, inspections, obtaining samples, and similar activities.
- I. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents as a component of Contractor's quality-control plan. Coordinate and submit concurrently with Contractor's construction schedule. Update as the Work progresses.
  1. Distribution: Distribute schedule to Owner, Consultant, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

## PART 2 - PRODUCTS (Not Used)

## PART 3 - EXECUTION

### 3.1 TEST AND INSPECTION LOG

- A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:
  1. Date test or inspection was conducted.
  2. Description of the Work tested or inspected.
  3. Date test or inspection results were transmitted to Architect.
  4. Identification of testing agency or special inspector conducting test or inspection.
- B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Consultant's reference during normal working hours.

### 3.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
  1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Section 017300 "Execution."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

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END OF SECTION 014000

## SECTION 014200 - REFERENCES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 DEFINITIONS

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

#### 1.3 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.

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

#### 1.4 ABBREVIATIONS AND ACRONYMS

- A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Gale's "Encyclopedia of Associations: National Organizations of the U.S." or in Columbia Books' "National Trade & Professional Associations of the United States."
- B. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.
  - 1. AABC - Associated Air Balance Council; [www.aabc.com](http://www.aabc.com).
  - 2. AAMA - American Architectural Manufacturers Association; [www.aamanet.org](http://www.aamanet.org).
  - 3. AAPFCO - Association of American Plant Food Control Officials; [www.aapfco.org](http://www.aapfco.org).
  - 4. AASHTO - American Association of State Highway and Transportation Officials; [www.transportation.org](http://www.transportation.org).
  - 5. AATCC - American Association of Textile Chemists and Colorists; [www.aatcc.org](http://www.aatcc.org).
  - 6. ABMA - American Bearing Manufacturers Association; [www.americanbearings.org](http://www.americanbearings.org).
  - 7. ABMA - American Boiler Manufacturers Association; [www.abma.com](http://www.abma.com).
  - 8. ACI - American Concrete Institute; (Formerly: ACI International); [www.abma.com](http://www.abma.com).
  - 9. ACPA - American Concrete Pipe Association; [www.concrete-pipe.org](http://www.concrete-pipe.org).
  - 10. AEIC - Association of Edison Illuminating Companies, Inc. (The); [www.aeic.org](http://www.aeic.org).
  - 11. AF&PA - American Forest & Paper Association; [www.afandpa.org](http://www.afandpa.org).
  - 12. AGA - American Gas Association; [www.aga.org](http://www.aga.org).
  - 13. AHAM - Association of Home Appliance Manufacturers; [www.aham.org](http://www.aham.org).
  - 14. AHRI - Air-Conditioning, Heating, and Refrigeration Institute (The); [www.ahrinet.org](http://www.ahrinet.org).
  - 15. AI - Asphalt Institute; [www.asphaltinstitute.org](http://www.asphaltinstitute.org).
  - 16. AIA - American Institute of Architects (The); [www.aia.org](http://www.aia.org).
  - 17. AISC - American Institute of Steel Construction; [www.aisc.org](http://www.aisc.org).
  - 18. AISI - American Iron and Steel Institute; [www.steel.org](http://www.steel.org).
  - 19. AITC - American Institute of Timber Construction; [www.aitc-glulam.org](http://www.aitc-glulam.org).
  - 20. AMCA - Air Movement and Control Association International, Inc.; [www.amca.org](http://www.amca.org).
  - 21. ANSI - American National Standards Institute; [www.ansi.org](http://www.ansi.org).
  - 22. AOSA - Association of Official Seed Analysts, Inc.; [www.aosaseed.com](http://www.aosaseed.com).
  - 23. APA - APA - The Engineered Wood Association; [www.apawood.org](http://www.apawood.org).
  - 24. APA - Architectural Precast Association; [www.archprecast.org](http://www.archprecast.org).
  - 25. API - American Petroleum Institute; [www.api.org](http://www.api.org).
  - 26. ARI - Air-Conditioning & Refrigeration Institute; (See AHRI).

27. ARI - American Refrigeration Institute; (See AHRI).
28. ARMA - Asphalt Roofing Manufacturers Association; [www.asphaltroofing.org](http://www.asphaltroofing.org).
29. ASCE - American Society of Civil Engineers; [www.asce.org](http://www.asce.org).
30. ASCE/SEI - American Society of Civil Engineers/Structural Engineering Institute; (See ASCE).
31. ASHRAE - American Society of Heating, Refrigerating and Air-Conditioning Engineers; [www.ashrae.org](http://www.ashrae.org).
32. ASME - ASME International; (American Society of Mechanical Engineers); [www.asme.org](http://www.asme.org).
33. ASSE - American Society of Safety Engineers (The); [www.asse.org](http://www.asse.org).
34. ASSE - American Society of Sanitary Engineering; [www.asse-plumbing.org](http://www.asse-plumbing.org).
35. ASTM - ASTM International; [www.astm.org](http://www.astm.org).
36. ATIS - Alliance for Telecommunications Industry Solutions; [www.atis.org](http://www.atis.org).
37. AWEA - American Wind Energy Association; [www.awea.org](http://www.awea.org).
38. AWI - Architectural Woodwork Institute; [www.awinet.org](http://www.awinet.org).
39. AWMAC - Architectural Woodwork Manufacturers Association of Canada; [www.awmac.com](http://www.awmac.com).
40. AWPA - American Wood Protection Association; [www.awpa.com](http://www.awpa.com).
41. AWS - American Welding Society; [www.aws.org](http://www.aws.org).
42. AWWA - American Water Works Association; [www.awwa.org](http://www.awwa.org).
43. BHMA - Builders Hardware Manufacturers Association; [www.buildershardware.com](http://www.buildershardware.com).
44. BIA - Brick Industry Association (The); [www.gobrick.com](http://www.gobrick.com).
45. BICSI - BICSI, Inc.; [www.bicsi.org](http://www.bicsi.org).
46. BIFMA - BIFMA International; (Business and Institutional Furniture Manufacturer's Association); [www.bifma.org](http://www.bifma.org).
47. BISSC - Baking Industry Sanitation Standards Committee; [www.bissc.org](http://www.bissc.org).
48. BWF - Badminton World Federation; (Formerly: International Badminton Federation); [www.bissc.org](http://www.bissc.org).
49. CDA - Copper Development Association; [www.copper.org](http://www.copper.org).
50. CEA - Canadian Electricity Association; [www.electricity.ca](http://www.electricity.ca).
51. CEA - Consumer Electronics Association; [www.ce.org](http://www.ce.org).
52. CFFA - Chemical Fabrics and Film Association, Inc.; [www.chemicalfabricsandfilm.com](http://www.chemicalfabricsandfilm.com).
53. CFSEI - Cold-Formed Steel Engineers Institute; [www.cfsei.org](http://www.cfsei.org).
54. CGA - Compressed Gas Association; [www.cganet.com](http://www.cganet.com).
55. CIMA - Cellulose Insulation Manufacturers Association; [www.cellulose.org](http://www.cellulose.org).
56. CISCA - Ceilings & Interior Systems Construction Association; [www.cisca.org](http://www.cisca.org).
57. CISPI - Cast Iron Soil Pipe Institute; [www.cispi.org](http://www.cispi.org).
58. CLFMI - Chain Link Fence Manufacturers Institute; [www.chainlinkinfo.org](http://www.chainlinkinfo.org).
59. CPA - Composite Panel Association; [www.pbmdf.com](http://www.pbmdf.com).
60. CRI - Carpet and Rug Institute (The); [www.carpet-rug.org](http://www.carpet-rug.org).
61. CRRC - Cool Roof Rating Council; [www.coolroofs.org](http://www.coolroofs.org).
62. CRSI - Concrete Reinforcing Steel Institute; [www.crsi.org](http://www.crsi.org).
63. CSA - Canadian Standards Association; [www.csa.ca](http://www.csa.ca).
64. CSA - CSA International; (Formerly: IAS - International Approval Services); [www.csa-international.org](http://www.csa-international.org).
65. CSI - Construction Specifications Institute (The); [www.csinet.org](http://www.csinet.org).
66. CSSB - Cedar Shake & Shingle Bureau; [www.cedarbureau.org](http://www.cedarbureau.org).
67. CTI - Cooling Technology Institute; (Formerly: Cooling Tower Institute); [www.cti.org](http://www.cti.org).
68. CWC - Composite Wood Council; (See CPA).
69. DASMA - Door and Access Systems Manufacturers Association; [www.dasma.com](http://www.dasma.com).
70. DHI - Door and Hardware Institute; [www.dhi.org](http://www.dhi.org).

71. ECA - Electronic Components Association; (See ECIA).
72. ECAMA - Electronic Components Assemblies & Materials Association; (See ECIA).
73. ECIA - Electronic Components Industry Association; [www.eciaonline.org](http://www.eciaonline.org).
74. EIA - Electronic Industries Alliance; (See TIA).
75. EIMA - EIFS Industry Members Association; [www.eima.com](http://www.eima.com).
76. EJMA - Expansion Joint Manufacturers Association, Inc.; [www.ejma.org](http://www.ejma.org).
77. ESD - ESD Association; (Electrostatic Discharge Association); [www.esda.org](http://www.esda.org).
78. ESTA - Entertainment Services and Technology Association; (See PLASA).
79. EVO - Efficiency Valuation Organization; [www.evo-world.org](http://www.evo-world.org).
80. FCI - Fluid Controls Institute; [www.fluidcontrolsinstitute.org](http://www.fluidcontrolsinstitute.org).
81. FIBA - Federation Internationale de Basketball; (The International Basketball Federation); [www.fiba.com](http://www.fiba.com).
82. FIVB - Federation Internationale de Volleyball; (The International Volleyball Federation); [www.fivb.org](http://www.fivb.org).
83. FM Approvals - FM Approvals LLC; [www.fmglobal.com](http://www.fmglobal.com).
84. FM Global - FM Global; (Formerly: FMG - FM Global); [www.fmglobal.com](http://www.fmglobal.com).
85. FRSA - Florida Roofing, Sheet Metal & Air Conditioning Contractors Association, Inc.; [www.floridarroof.com](http://www.floridarroof.com).
86. FSA - Fluid Sealing Association; [www.fluidsealing.com](http://www.fluidsealing.com).
87. FSC - Forest Stewardship Council U.S.; [www.fscus.org](http://www.fscus.org).
88. GA - Gypsum Association; [www.gypsum.org](http://www.gypsum.org).
89. GANA - Glass Association of North America; [www.glasswebsite.com](http://www.glasswebsite.com).
90. GS - Green Seal; [www.greenseal.org](http://www.greenseal.org).
91. HI - Hydraulic Institute; [www.pumps.org](http://www.pumps.org).
92. HI/GAMA - Hydronics Institute/Gas Appliance Manufacturers Association; (See AHRI).
93. HMMA - Hollow Metal Manufacturers Association; (See NAAMM).
94. HPVA - Hardwood Plywood & Veneer Association; [www.hpva.org](http://www.hpva.org).
95. HPW - H. P. White Laboratory, Inc.; [www.hpwhite.com](http://www.hpwhite.com).
96. IAPSC - International Association of Professional Security Consultants; [www.iapsc.org](http://www.iapsc.org).
97. IAS - International Accreditation Service; [www.iasonline.org](http://www.iasonline.org).
98. IAS - International Approval Services; (See CSA).
99. ICBO - International Conference of Building Officials; (See ICC).
100. ICC - International Code Council; [www.iccsafe.org](http://www.iccsafe.org).
101. ICEA - Insulated Cable Engineers Association, Inc.; [www.icea.net](http://www.icea.net).
102. ICPA - International Cast Polymer Alliance; [www.icpa-hq.org](http://www.icpa-hq.org).
103. ICRI - International Concrete Repair Institute, Inc.; [www.icri.org](http://www.icri.org).
104. IEC - International Electrotechnical Commission; [www.iec.ch](http://www.iec.ch).
105. IEEE - Institute of Electrical and Electronics Engineers, Inc. (The); [www.ieee.org](http://www.ieee.org).
106. IES - Illuminating Engineering Society; (Formerly: Illuminating Engineering Society of North America); [www.ies.org](http://www.ies.org).
107. IESNA - Illuminating Engineering Society of North America; (See IES).
108. IEST - Institute of Environmental Sciences and Technology; [www.iest.org](http://www.iest.org).
109. IGMA - Insulating Glass Manufacturers Alliance; [www.igmaonline.org](http://www.igmaonline.org).
110. IGSHPA - International Ground Source Heat Pump Association; [www.igshpa.okstate.edu](http://www.igshpa.okstate.edu).
111. ILI - Indiana Limestone Institute of America, Inc.; [www.iliai.com](http://www.iliai.com).
112. Intertek - Intertek Group; (Formerly: ETL SEMCO; Intertek Testing Service NA); [www.intertek.com](http://www.intertek.com).
113. ISA - International Society of Automation (The); (Formerly: Instrumentation, Systems, and Automation Society); [www.isa.org](http://www.isa.org).
114. ISAS - Instrumentation, Systems, and Automation Society (The); (See ISA).

115. ISFA - International Surface Fabricators Association; (Formerly: International Solid Surface Fabricators Association); [www.isfanow.org](http://www.isfanow.org).
116. ISO - International Organization for Standardization; [www.iso.org](http://www.iso.org).
117. ISSFA - International Solid Surface Fabricators Association; (See ISFA).
118. ITU - International Telecommunication Union; [www.itu.int/home](http://www.itu.int/home).
119. KCMA - Kitchen Cabinet Manufacturers Association; [www.kcma.org](http://www.kcma.org).
120. LMA - Laminating Materials Association; (See CPA).
121. LPI - Lightning Protection Institute; [www.lightning.org](http://www.lightning.org).
122. MBMA - Metal Building Manufacturers Association; [www.mbma.com](http://www.mbma.com).
123. MCA - Metal Construction Association; [www.metalconstruction.org](http://www.metalconstruction.org).
124. MFMA - Maple Flooring Manufacturers Association, Inc.; [www.maplefloor.org](http://www.maplefloor.org).
125. MFMA - Metal Framing Manufacturers Association, Inc.; [www.metalframingmfg.org](http://www.metalframingmfg.org).
126. MHIA - Material Handling Industry of America; [www.mhia.org](http://www.mhia.org).
127. MIA - Marble Institute of America; [www.marble-institute.com](http://www.marble-institute.com).
128. MMPA - Moulding & Millwork Producers Association; [www.wmmpa.com](http://www.wmmpa.com).
129. MPI - Master Painters Institute; [www.paintinfo.com](http://www.paintinfo.com).
130. MSS - Manufacturers Standardization Society of The Valve and Fittings Industry Inc.; [www.mss-hq.org](http://www.mss-hq.org).
131. NAAMM - National Association of Architectural Metal Manufacturers; [www.naamm.org](http://www.naamm.org).
132. NACE - NACE International; (National Association of Corrosion Engineers International); [www.nace.org](http://www.nace.org).
133. NADCA - National Air Duct Cleaners Association; [www.nadca.com](http://www.nadca.com).
134. NAIMA - North American Insulation Manufacturers Association; [www.naima.org](http://www.naima.org).
135. NBGQA - National Building Granite Quarries Association, Inc.; [www.nbgqa.com](http://www.nbgqa.com).
136. NBI - New Buildings Institute; [www.newbuildings.org](http://www.newbuildings.org).
137. NCAA - National Collegiate Athletic Association (The); [www.ncaa.org](http://www.ncaa.org).
138. NCMA - National Concrete Masonry Association; [www.ncma.org](http://www.ncma.org).
139. NEBB - National Environmental Balancing Bureau; [www.nebb.org](http://www.nebb.org).
140. NECA - National Electrical Contractors Association; [www.necanet.org](http://www.necanet.org).
141. NeLMA - Northeastern Lumber Manufacturers Association; [www.nelma.org](http://www.nelma.org).
142. NEMA - National Electrical Manufacturers Association; [www.nema.org](http://www.nema.org).
143. NETA - InterNational Electrical Testing Association; [www.netaworld.org](http://www.netaworld.org).
144. NFHS - National Federation of State High School Associations; [www.nfhs.org](http://www.nfhs.org).
145. NFPA - National Fire Protection Association; [www.nfpa.org](http://www.nfpa.org).
146. NFPA - NFPA International; (See NFPA).
147. NFRC - National Fenestration Rating Council; [www.nfrc.org](http://www.nfrc.org).
148. NHLA - National Hardwood Lumber Association; [www.nhla.com](http://www.nhla.com).
149. NLGA - National Lumber Grades Authority; [www.nlga.org](http://www.nlga.org).
150. NOFMA - National Oak Flooring Manufacturers Association; (See NWFA).
151. NOMMA - National Ornamental & Miscellaneous Metals Association; [www.nomma.org](http://www.nomma.org).
152. NRCA - National Roofing Contractors Association; [www.nrca.net](http://www.nrca.net).
153. NRMCA - National Ready Mixed Concrete Association; [www.nrmca.org](http://www.nrmca.org).
154. NSF - NSF International; [www.nsf.org](http://www.nsf.org).
155. NSPE - National Society of Professional Engineers; [www.nspe.org](http://www.nspe.org).
156. NSSGA - National Stone, Sand & Gravel Association; [www.nssga.org](http://www.nssga.org).
157. NTMA - National Terrazzo & Mosaic Association, Inc. (The); [www.ntma.com](http://www.ntma.com).
158. NWFA - National Wood Flooring Association; [www.nwfa.org](http://www.nwfa.org).
159. PCI - Precast/Prestressed Concrete Institute; [www.pci.org](http://www.pci.org).
160. PDI - Plumbing & Drainage Institute; [www.pdionline.org](http://www.pdionline.org).
161. PLASA - PLASA; (Formerly: ESTA - Entertainment Services and Technology Association); [www.plasa.org](http://www.plasa.org).

162. RCSC - Research Council on Structural Connections; [www.boltcouncil.org](http://www.boltcouncil.org).
163. RFCI - Resilient Floor Covering Institute; [www.rfci.com](http://www.rfci.com).
164. RIS - Redwood Inspection Service; [www.redwoodinspection.com](http://www.redwoodinspection.com).
165. SAE - SAE International; [www.sae.org](http://www.sae.org).
166. SCTE - Society of Cable Telecommunications Engineers; [www.scte.org](http://www.scte.org).
167. SDI - Steel Deck Institute; [www.sdi.org](http://www.sdi.org).
168. SDI - Steel Door Institute; [www.steeldoor.org](http://www.steeldoor.org).
169. SEFA - Scientific Equipment and Furniture Association (The); [www.sefalabs.com](http://www.sefalabs.com).
170. SEI/ASCE - Structural Engineering Institute/American Society of Civil Engineers; (See ASCE).
171. SIA - Security Industry Association; [www.siaonline.org](http://www.siaonline.org).
172. SJI - Steel Joist Institute; [www.steeljoist.org](http://www.steeljoist.org).
173. SMA - Screen Manufacturers Association; [www.smainfo.org](http://www.smainfo.org).
174. SMACNA - Sheet Metal and Air Conditioning Contractors' National Association; [www.smacna.org](http://www.smacna.org).
175. SMPTE - Society of Motion Picture and Television Engineers; [www.smpte.org](http://www.smpte.org).
176. SPFA - Spray Polyurethane Foam Alliance; [www.sprayfoam.org](http://www.sprayfoam.org).
177. SPIB - Southern Pine Inspection Bureau; [www.spib.org](http://www.spib.org).
178. SPRI - Single Ply Roofing Industry; [www.spri.org](http://www.spri.org).
179. SRCC - Solar Rating & Certification Corporation; [www.solar-rating.org](http://www.solar-rating.org).
180. SSINA - Specialty Steel Industry of North America; [www.ssina.com](http://www.ssina.com).
181. SSPC - SSPC: The Society for Protective Coatings; [www.sspc.org](http://www.sspc.org).
182. STI - Steel Tank Institute; [www.steel tank.com](http://www.steel tank.com).
183. SWI - Steel Window Institute; [www.steelwindows.com](http://www.steelwindows.com).
184. SWPA - Submersible Wastewater Pump Association; [www.swpa.org](http://www.swpa.org).
185. TCA - Tilt-Up Concrete Association; [www.tilt-up.org](http://www.tilt-up.org).
186. TCNA - Tile Council of North America, Inc.; [www.tileusa.com](http://www.tileusa.com).
187. TEMA - Tubular Exchanger Manufacturers Association, Inc.; [www.tema.org](http://www.tema.org).
188. TIA - Telecommunications Industry Association (The); (Formerly: TIA/EIA - Telecommunications Industry Association/Electronic Industries Alliance); [www.tiaonline.org](http://www.tiaonline.org).
189. TIA/EIA - Telecommunications Industry Association/Electronic Industries Alliance; (See TIA).
190. TMS - The Masonry Society; [www.masonrysociety.org](http://www.masonrysociety.org).
191. TPI - Truss Plate Institute; [www.tpinst.org](http://www.tpinst.org).
192. TPI - Turfgrass Producers International; [www.turfgrassod.org](http://www.turfgrassod.org).
193. TRI - Tile Roofing Institute; [www.tilerroofing.org](http://www.tilerroofing.org).
194. UL - Underwriters Laboratories Inc.; [www.ul.com](http://www.ul.com).
195. UNI - Uni-Bell PVC Pipe Association; [www.uni-bell.org](http://www.uni-bell.org).
196. USAV - USA Volleyball; [www.usavolleyball.org](http://www.usavolleyball.org).
197. USGBC - U.S. Green Building Council; [www.usgbc.org](http://www.usgbc.org).
198. USITT - United States Institute for Theatre Technology, Inc.; [www.usitt.org](http://www.usitt.org).
199. WASTEC - Waste Equipment Technology Association; [www.wastec.org](http://www.wastec.org).
200. WCLIB - West Coast Lumber Inspection Bureau; [www.wclib.org](http://www.wclib.org).
201. WCMA - Window Covering Manufacturers Association; [www.wcmanet.org](http://www.wcmanet.org).
202. WDMA - Window & Door Manufacturers Association; [www.wdma.com](http://www.wdma.com).
203. WI - Woodwork Institute; [www.wicnet.org](http://www.wicnet.org).
204. WSRCA - Western States Roofing Contractors Association; [www.wsrca.com](http://www.wsrca.com).
205. WWPA - Western Wood Products Association; [www.wwpa.org](http://www.wwpa.org).

- C. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is believed to be accurate as of the date of the Contract Documents.
1. DIN - Deutsches Institut fur Normung e.V.; [www.din.de](http://www.din.de).
  2. IAPMO - International Association of Plumbing and Mechanical Officials; [www.iapmo.org](http://www.iapmo.org).
  3. ICC - International Code Council; [www.iccsafe.org](http://www.iccsafe.org).
  4. ICC-ES - ICC Evaluation Service, LLC; [www.icc-es.org](http://www.icc-es.org).
- D. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Information is subject to change and is up to date as of the date of the Contract Documents.
1. COE - Army Corps of Engineers; [www.usace.army.mil](http://www.usace.army.mil).
  2. CPSC - Consumer Product Safety Commission; [www.cpsc.gov](http://www.cpsc.gov).
  3. DOC - Department of Commerce; National Institute of Standards and Technology; [www.nist.gov](http://www.nist.gov).
  4. DOD - Department of Defense; [www.quicksearch.dla.mil](http://www.quicksearch.dla.mil).
  5. DOE - Department of Energy; [www.energy.gov](http://www.energy.gov).
  6. EPA - Environmental Protection Agency; [www.epa.gov](http://www.epa.gov).
  7. FAA - Federal Aviation Administration; [www.faa.gov](http://www.faa.gov).
  8. FG - Federal Government Publications; [www.gpo.gov](http://www.gpo.gov).
  9. GSA - General Services Administration; [www.gsa.gov](http://www.gsa.gov).
  10. HUD - Department of Housing and Urban Development; [www.hud.gov](http://www.hud.gov).
  11. LBL - Lawrence Berkeley National Laboratory; Environmental Energy Technologies Division; [www.eetd.lbl.gov](http://www.eetd.lbl.gov).
  12. OSHA - Occupational Safety & Health Administration; [www.osha.gov](http://www.osha.gov).
  13. SD - Department of State; [www.state.gov](http://www.state.gov).
  14. TRB - Transportation Research Board; National Cooperative Highway Research Program; The National Academies; [www.trb.org](http://www.trb.org).
  15. USDA - Department of Agriculture; Agriculture Research Service; U.S. Salinity Laboratory; [www.ars.usda.gov](http://www.ars.usda.gov).
  16. USDA - Department of Agriculture; Rural Utilities Service; [www.usda.gov](http://www.usda.gov).
  17. USDJ - Department of Justice; Office of Justice Programs; National Institute of Justice; [www.ojp.usdoj.gov](http://www.ojp.usdoj.gov).
  18. USP - U.S. Pharmacopeial Convention; [www.usp.org](http://www.usp.org).
  19. USPS - United States Postal Service; [www.usps.com](http://www.usps.com).
- E. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.
1. CFR - Code of Federal Regulations; Available from Government Printing Office; [www.gpo.gov/fdsys](http://www.gpo.gov/fdsys).
  2. DOD - Department of Defense; Military Specifications and Standards; Available from DLA Document Services; [www.quicksearch.dla.mil](http://www.quicksearch.dla.mil).
  3. DSCC - Defense Supply Center Columbus; (See FS).
  4. FED-STD - Federal Standard; (See FS).

5. FS - Federal Specification; Available from DLA Document Services; [www.quicksearch.dla.mil](http://www.quicksearch.dla.mil).
    - a. Available from Defense Standardization Program; [www.dsp.dla.mil](http://www.dsp.dla.mil).
    - b. Available from General Services Administration; [www.gsa.gov](http://www.gsa.gov).
    - c. Available from National Institute of Building Sciences/Whole Building Design Guide; [www.wbdg.org/ccb](http://www.wbdg.org/ccb).
  6. MILSPEC - Military Specification and Standards; (See DOD).
  7. USAB - United States Access Board; [www.access-board.gov](http://www.access-board.gov).
  8. USATBCB - U.S. Architectural & Transportation Barriers Compliance Board; (See USAB).
- F. State Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.
1. CBHF; State of California; Department of Consumer Affairs; Bureau of Electronic and Appliance Repair, Home Furnishings and Thermal Insulation; [www.bearhfti.ca.gov](http://www.bearhfti.ca.gov).
  2. CCR; California Code of Regulations; Office of Administrative Law; California Title 24 Energy Code; [www.calregs.com](http://www.calregs.com).
  3. CDHS; California Department of Health Services; (See CDPH).
  4. CDPH; California Department of Public Health; Indoor Air Quality Program; [www.cal-iaq.org](http://www.cal-iaq.org).
  5. CPUC; California Public Utilities Commission; [www.cpuc.ca.gov](http://www.cpuc.ca.gov).
  6. SCAQMD; South Coast Air Quality Management District; [www.aqmd.gov](http://www.aqmd.gov).
  7. TFS; Texas A&M Forest Service; Sustainable Forestry and Economic Development; [www.txforestservation.tamu.edu](http://www.txforestservation.tamu.edu).

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 014200

## SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

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

#### 1.3 USE CHARGES

- A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Owner, Consultant, testing agencies, and authorities having jurisdiction.
- B. Sewer Service: Owner will pay sewer-service use charges for sewer usage by all entities for construction operations.
- C. Water Service: Owner will pay water-service use charges for water used by all entities for construction operations.
- D. Electric Power Service: Owner will pay electric-power-service use charges for electricity used by all entities for construction operations.
- E. Water and Sewer Service from Existing System: Water from Owner's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.
- F. Electric Power Service from Existing System: Electric power from Owner's existing system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.

- B. Erosion- and Sedimentation-Control Plan: Show compliance with requirements of EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent.
- C. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire-prevention program.
- D. Moisture-Protection Plan: Describe procedures and controls for protecting materials and construction from water absorption and damage.
  - 1. Describe delivery, handling, and storage provisions for materials subject to water absorption or water damage.
  - 2. Indicate procedures for discarding water-damaged materials, protocols for mitigating water intrusion into completed Work, and replacing water-damaged Work.
  - 3. Indicate sequencing of work that requires water, such as sprayed fire-resistive materials, plastering, and terrazzo grinding, and describe plans for dealing with water from these operations. Show procedures for verifying that wet construction has dried sufficiently to permit installation of finish materials.
- E. Dust- and HVAC-Control Plan: Submit coordination drawing and narrative that indicates the dust- and HVAC-control measures proposed for use, proposed locations, and proposed time frame for their operation. Identify further options if proposed measures are later determined to be inadequate. Include the following:
  - 1. Locations of dust-control partitions at each phase of work.
  - 2. HVAC system isolation schematic drawing.
  - 3. Location of proposed air-filtration system discharge.
  - 4. Waste handling procedures.
  - 5. Other dust-control measures.

## 1.5 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.
- C. Accessible Temporary Egress: Comply with applicable provisions in the U.S. Architectural & Transportation Barriers Compliance Board's ADA-ABA Accessibility Guidelines and ICC/ANSI A117.1.

## 1.6 PROJECT CONDITIONS

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

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. Chain-Link Fencing: Minimum 2-inch (50-mm), 0.148-inch- (3.8-mm-) thick, galvanized-steel, chain-link fabric fencing; minimum 6 feet (1.8 m) high with galvanized-steel pipe posts; minimum 2-3/8-inch- (60-mm-) OD line posts and 2-7/8-inch- (73-mm-) OD corner and pull posts, with 1-5/8-inch- (42-mm-) OD top rails, with galvanized barbed-wire top strand.
- B. Portable Chain-Link Fencing: Minimum 2-inch (50-mm), 0.148-inch- (3.8-mm-) thick, galvanized-steel, chain-link fabric fencing; minimum 6 feet (1.8 m) high with galvanized-steel pipe posts; minimum 2-3/8-inch- (60-mm-) OD line posts and 2-7/8-inch- (73-mm-) OD corner and pull posts, with 1-5/8-inch- (42-mm-) OD top and bottom rails. Provide galvanized-steel bases for supporting posts.
- C. Wood Enclosure Fence: Plywood, 8 feet (2.4 m) high, framed with four 2-by-4-inch (50-by-100-mm) rails, with preservative-treated wood posts spaced not more than 8 feet (2.4 m) apart.
- D. Polyethylene Sheet: Reinforced, fire-resistive sheet, 10-mil (0.25-mm) minimum thickness, with flame-spread rating of 15 or less per ASTM E 84 and passing NFPA 701 Test Method 2.
- E. Dust-Control Adhesive-Surface Walk-off Mats: Provide mats minimum 36 by 60 inches (914 by 1624 mm).
- F. Insulation: Unfaced mineral-fiber blanket, manufactured from glass, slag wool, or rock wool; with maximum flame-spread and smoke-developed indexes of 25 and 50, respectively.

### 2.2 TEMPORARY FACILITIES

- A. Field Offices, General: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.
- B. Common-Use Field Office: Of sufficient size to accommodate needs of Owner, Consultant, and construction personnel office activities and to accommodate Project meetings specified in other Division 01 Sections. Keep office clean and orderly. Furnish and equip offices as follows:
  - 1. Furniture required for Project-site documents including file cabinets, plan tables, plan racks, and bookcases.
  - 2. Conference room of sufficient size to accommodate meetings of [10] ten individuals. Provide electrical power service and 120-V ac duplex receptacles, with no fewer than one receptacle on each wall. Furnish room with conference table, chairs, and 4-foot- (1.2-m-) square tack and marker boards.
  - 3. Drinking water and private toilet.
  - 4. Coffee machine and supplies.
  - 5. Heating and cooling equipment necessary to maintain a uniform indoor temperature of 68 to 72 deg F (20 to 22 deg C).
  - 6. Lighting fixtures capable of maintaining average illumination of 20 fc (215 lx) at desk height.

- C. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.

- 1. Store combustible materials apart from building.

## 2.3 EQUIPMENT

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

## PART 3 - EXECUTION

### 3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.

- 1. Locate facilities to limit site disturbance as specified in Section 011000 "Summary."

- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

### 3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.

- 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.

- B. Sewers and Drainage: Provide temporary utilities to remove effluent lawfully.

- 1. Connect temporary sewers to municipal system as directed by authorities having jurisdiction.

- C. Water Service: Install water service and distribution piping in sizes and pressures adequate for construction.

- D. Water Service: Connect to Owner's existing water service facilities. Clean and maintain water service facilities in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.

- E. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.

1. Toilets: Use of Owner's existing toilet facilities will be permitted, as long as facilities are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.
- F. Isolation of Work Areas in Occupied Facilities: Prevent dust, fumes, and odors from entering occupied areas.
1. Prior to commencing work, isolate the HVAC system in area where work is to be performed according to coordination drawings.
    - a. Disconnect supply and return ductwork in work area from HVAC systems servicing occupied areas.
    - b. Maintain negative air pressure within work area using HEPA-equipped air-filtration units, starting with commencement of temporary partition construction, and continuing until removal of temporary partitions is complete.
  2. Maintain dust partitions during the Work. Use vacuum collection attachments on dust-producing equipment. Isolate limited work within occupied areas using portable dust-containment devices.
  3. Perform daily construction cleanup and final cleanup using approved, HEPA-filter-equipped vacuum equipment.
- G. Electric Power Service: Connect to Owner's existing electric power service. Maintain equipment in a condition acceptable to Owner.

### 3.3 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.
- B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
1. Comply with work restrictions specified in Section 011000 "Summary."
- C. Stormwater Control: Comply with requirements of authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.
- D. Security Enclosure and Lockup: Install temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security. Lock entrances at end of each workday.
- E. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.

- F. Temporary Egress: Maintain temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction.
- G. Covered Walkway: Erect protective, covered walkway for passage of individuals through or adjacent to Project site. Coordinate with entrance gates, other facilities, and obstructions. Comply with regulations of authorities having jurisdiction[ **and requirements indicated on Drawings**].
  - 1. Construct covered walkways using scaffold or shoring framing.
  - 2. Provide overhead decking, protective enclosure walls, handrails, barricades, warning signs, exit signs, lights, safe and well-drained walkways, and similar provisions for protection and safe passage.
  - 3. Paint and maintain appearance of walkway for duration of the Work.
- H. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.
  - 1. Where heating or cooling is needed and permanent enclosure is incomplete, insulate temporary enclosures.
- I. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241; manage fire-prevention program.
  - 1. Prohibit smoking in construction areas.
  - 2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
  - 3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.
  - 4. Provide temporary standpipes and hoses for fire protection. Hang hoses with a warning sign stating that hoses are for fire-protection purposes only and are not to be removed. Match hose size with outlet size and equip with suitable nozzles.

### 3.4 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.
  - 1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
- C. Operate Project-identification-sign lighting daily from dusk until 12:00 midnight.
- D. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.

- E. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
  2. Remove temporary roads and paved areas not intended for or acceptable for integration into permanent construction. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.
  3. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 017700 "Closeout Procedures."

END OF SECTION 015000

## SECTION 016000 - PRODUCT REQUIREMENTS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.
- B. Related Requirements:
  - 1. Section 012100 "Allowances" for products selected under an allowance.
  - 2. Section 012300 "Alternates" for products selected under an alternate.
  - 3. Section 012500 "Substitution Procedures" for requests for substitutions.
  - 4. Section 014200 "References" for applicable industry standards for products specified.

#### 1.3 DEFINITIONS

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

#### 1.4 ACTION SUBMITTALS

- A. Comparable Product Requests: Submit request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
  - 1. Include data to indicate compliance with the requirements specified in "Comparable Products" Article.
  - 2. Consultant's Action: If necessary, Consultant will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Consultant will notify Contractor of approval or rejection of proposed comparable product request within [15] fifteen days of receipt of request, or [7] seven days of receipt of additional information or documentation, whichever is later.
    - a. Form of Approval: As specified in Section 013300 "Submittal Procedures."
    - b. Use product specified if Consultant does not issue a decision on use of a comparable product request within time allocated.
- B. Basis-of-Design Product Specification Submittal: Comply with requirements in Section 013300 "Submittal Procedures." Show compliance with requirements.

#### 1.5 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.
  - 1. Each contractor is responsible for providing products and construction methods compatible with products and construction methods of other contractors.
  - 2. If a dispute arises between contractors over concurrently selectable but incompatible products, Architect will determine which products shall be used.

#### 1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.
- B. Delivery and Handling:
  - 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
  - 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
  - 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.

4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.

C. Storage:

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

## 1.7 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.

1. **Manufacturer's Warranty:** Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
2. **Special Warranty:** Written warranty required by the Contract Documents to provide specific rights for Owner.

- B. **Special Warranties:** Prepare a written document that contains appropriate terms and identification, ready for execution.

1. **Manufacturer's Standard Form:** Modified to include Project-specific information and properly executed.
2. **Specified Form:** When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.
3. See other Sections for specific content requirements and particular requirements for submitting special warranties.

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

## PART 2 - PRODUCTS

### 2.1 PRODUCT SELECTION PROCEDURES

- A. **General Product Requirements:** Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.

1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
4. Where products are accompanied by the term "as selected," Consultant will make selection.
5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
6. Or Equal: For products specified by name and accompanied by the term "or equal," or "or approved equal," or "or approved," comply with requirements in "Comparable Products" Article to obtain approval for use of an unnamed product.

B. Product Selection Procedures:

1. Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
3. Products:
  - a. Restricted List: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will be considered unless otherwise indicated.
  - b. Nonrestricted List: Where Specifications include a list of names of both available manufacturers and products, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product.
4. Manufacturers:
  - a. Restricted List: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will be considered unless otherwise indicated.
  - b. Nonrestricted List: Where Specifications include a list of available manufacturers, provide a product by one of the manufacturers listed, or a product by an unnamed manufacturer, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed manufacturer's product.
5. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics

that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.

- C. Visual Matching Specification: Where Specifications require "match Consultant's sample", provide a product that complies with requirements and matches Consultant's sample. Consultant's decision will be final on whether a proposed product matches.
  - 1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Section 012500 "Substitution Procedures" for proposal of product.
- D. Visual Selection Specification: Where Specifications include the phrase "as selected by Consultant from manufacturer's full range" or similar phrase, select a product that complies with requirements. Consultant will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

## 2.2 COMPARABLE PRODUCTS

- A. Conditions for Consideration: Consultant will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Consultant may return requests without action, except to record noncompliance with these requirements:
  - 1. Evidence that the proposed product does not require revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
  - 2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
  - 3. Evidence that proposed product provides specified warranty.
  - 4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
  - 5. Samples, if requested.

PART 3 - EXECUTION (Not Used)

END OF SECTION 016000

## SECTION 017300 - EXECUTION

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:

1. Construction layout.
2. Installation of the Work.
3. Cutting and patching.
4. Starting and adjusting.
5. Protection of installed construction.

- B. Related Requirements:

1. Section 011000 "Summary" for limits on use of Project site.
2. Section 013300 "Submittal Procedures" for submitting surveys.
3. Section 017700 "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.
4. Section 024119 "Selective Demolition" for demolition and removal of selected portions of the building.
5. Section 078413 "Penetration Firestopping" for patching penetrations in fire-rated construction.

#### 1.3 DEFINITIONS

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

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Cutting and Patching Plan: Submit plan describing procedures at least [10] ten days prior to the time cutting and patching will be performed. Include the following information:
  1. Extent: Describe reason for and extent of each occurrence of cutting and patching.

2. Changes to In-Place Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building appearance and other significant visual elements.
3. Products: List products to be used for patching and firms or entities that will perform patching work.
4. Dates: Indicate when cutting and patching will be performed.
5. Utilities and Mechanical and Electrical Systems: List services and systems that cutting and patching procedures will disturb or affect. List services and systems that will be relocated and those that will be temporarily out of service. Indicate length of time permanent services and systems will be disrupted.
  - a. Include description of provisions for temporary services and systems during interruption of permanent services and systems.

## 1.5 QUALITY ASSURANCE

- A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.
  1. Structural Elements: When cutting and patching structural elements, notify Architect of locations and details of cutting and await directions from Architect before proceeding. Shore, brace, and support structural elements during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection
  2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety. Operational elements include the following:
    - a. Primary operational systems and equipment.
    - b. Fire separation assemblies.
    - c. Air or smoke barriers.
    - d. Fire-suppression systems.
    - e. Mechanical systems piping and ducts.
    - f. Control systems.
    - g. Communication systems.
    - h. Fire-detection and -alarm systems.
    - i. Conveying systems.
    - j. Electrical wiring systems.
    - k. Operating systems of special construction.
  3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety. Other construction elements include but are not limited to the following:
    - a. Water, moisture, or vapor barriers.
    - b. Membranes and flashings.

- c. Exterior curtain-wall construction.
  - d. Sprayed fire-resistive material.
  - e. Equipment supports.
  - f. Piping, ductwork, vessels, and equipment.
  - g. Noise- and vibration-control elements and systems.
4. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
- B. Cutting and Patching Conference: Before proceeding, meet at Project site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.
- C. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of products and equipment.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.
- B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Architect for the visual and functional performance of in-place materials.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities, mechanical and electrical systems, and other construction affecting the Work.
1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping, underground electrical services, and other utilities.
  2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.

- B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
  - 1. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
  - 2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
  - 3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
- C. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
  - 1. Description of the Work.
  - 2. List of detrimental conditions, including substrates.
  - 3. List of unacceptable installation tolerances.
  - 4. Recommended corrections.
- D. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

### 3.2 PREPARATION

- A. Existing Utility Information: Furnish information to Owner that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a request for information to Architect according to requirements in Section 013100 "Project Management and Coordination."

### 3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Consultant promptly.

- B. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Consultant.

### 3.4 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
  - 1. Make vertical work plumb and make horizontal work level.
  - 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.
- F. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- G. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.
- I. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- J. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

### 3.5 CUTTING AND PATCHING

- A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.

1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.
- C. Temporary Support: Provide temporary support of work to be cut.
- D. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- E. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching according to requirements in Section 011000 "Summary."
- F. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to prevent interruption to occupied areas.
- G. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
  1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
  2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
  3. Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
  4. Excavating and Backfilling: Comply with requirements in applicable Sections where required by cutting and patching operations.
  5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
  6. Proceed with patching after construction operations requiring cutting are complete.
- H. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.
  1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
  2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.

- a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
  - b. Restore damaged pipe covering to its original condition.
3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
- a. Where patching occurs in a painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.
4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition and ensures thermal and moisture integrity of building enclosure.
- I. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

### 3.6 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
  2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F (27 deg C).
  3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
    - a. Use containers intended for holding waste materials of type to be stored.
  4. Coordinate progress cleaning for joint-use areas where Contractor and other contractors are working concurrently.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
1. Remove liquid spills promptly.
  2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials

specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.

- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Section 015000 "Temporary Facilities and Controls."
- H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

### 3.7 STARTING AND ADJUSTING

- A. Coordinate startup and adjusting of equipment and operating components with requirements in Section 019113 "General Commissioning Requirements."
- B. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- C. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.
- D. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- E. Manufacturer's Field Service: Comply with qualification requirements in Section 014000 "Quality Requirements."

### 3.8 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Comply with manufacturer's written instructions for temperature and relative humidity.

END OF SECTION 017300

## SECTION 017700 - CLOSEOUT PROCEDURES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

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

#### 1.3 ACTION SUBMITTALS

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

#### 1.4 CLOSEOUT SUBMITTALS

- A. Certificates of Release: From authorities having jurisdiction.
- B. Certificate of Insurance: For continuing coverage.
- C. Field Report: For pest control inspection.

## 1.5 MAINTENANCE MATERIAL SUBMITTALS

- A. Schedule of Maintenance Material Items: For maintenance material submittal items specified in other Sections.

## 1.6 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.
- B. Submittals Prior to Substantial Completion: Complete the following a minimum of [10] ten days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
  - 1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
  - 2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.
  - 3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
  - 4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by [Architect]. Label with manufacturer's name and model number where applicable.
    - a. Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section. Obtain Consultant's signature for receipt of submittals.
  - 5. Submit test/adjust/balance records.
  - 6. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
- C. Procedures Prior to Substantial Completion: Complete the following a minimum of [10] ten days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
  - 1. Advise Owner of pending insurance changeover requirements.
  - 2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
  - 3. Complete startup and testing of systems and equipment.
  - 4. Perform preventive maintenance on equipment used prior to Substantial Completion.
  - 5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training video recordings specified in Section 017900 "Demonstration and Training."

6. Advise Owner of changeover in heat and other utilities.
  7. Participate with Owner in conducting inspection and walkthrough with local emergency responders.
  8. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
  9. Complete final cleaning requirements, including touchup painting.
  10. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of [10] ten days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Consultant will either proceed with inspection or notify Contractor of unfulfilled requirements. Consultant will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Consultant, that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
  2. Results of completed inspection will form the basis of requirements for final completion.

#### 1.7 FINAL COMPLETION PROCEDURES

- A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:
1. Submit a final Application for Payment according to Section 012900 "Payment Procedures."
  2. Certified List of Incomplete Items: Submit certified copy of Consultant's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Consultant. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
  3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
  4. Submit pest-control final inspection report.
- B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Consultant will either proceed with inspection or notify Contractor of unfulfilled requirements. Consultant will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

## 1.8 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor.
  2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
  3. Include the following information at the top of each page:
    - a. Project name.
    - b. Date.
    - c. Name of Consultant.
    - d. Name of Contractor.
    - e. Page number.
  4. Submit list of incomplete items in the following format:
    - a. PDF electronic file. Architect[, **through Construction Manager,**] will return annotated file.

## 1.9 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated, or when delay in submittal of warranties might limit Owner's rights under warranty.
- B. Partial Occupancy: Submit properly executed warranties within [15] fifteen days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.
- C. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.
  1. Warranty Electronic File: Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide bookmarked table of contents at beginning of document.
- D. Provide additional copies of each warranty to include in operation and maintenance manuals.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

1. Use cleaning products that comply with Green Seal's GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.

## PART 3 - EXECUTION

### 3.1 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
  1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
    - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
    - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
    - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
    - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
    - e. Remove snow and ice to provide safe access to building.
    - f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
    - g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
    - h. Sweep concrete floors broom clean in unoccupied spaces.
    - i. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean according to manufacturer's recommendations if visible soil or stains remain.
    - j. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Polish mirrors and glass, taking care not to scratch surfaces.
    - k. Remove labels that are not permanent.
    - l. Wipe surfaces of mechanical and electrical equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
    - m. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
    - n. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.

- o. Clean ducts, blowers, and coils if units were operated without filters during construction or that display contamination with particulate matter on inspection.
    - 1) Clean HVAC system in compliance with NADCA Standard 1992-01. Provide written report on completion of cleaning.
  - p. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.
  - q. Leave Project clean and ready for occupancy.
- C. Pest Control: Comply with pest control requirements in Section 015000 "Temporary Facilities and Controls." Prepare written report.
- D. Construction Waste Disposal: Comply with waste disposal requirements in Section 015000 "Temporary Facilities and Controls."

### 3.2 REPAIR OF THE WORK

- A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.
- B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.
- 1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.
  - 2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that already show evidence of repair or restoration.
    - a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.
  - 3. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
  - 4. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

END OF SECTION 017700

## SECTION 017823 - OPERATION AND MAINTENANCE DATA

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
  - 1. Operation and maintenance documentation directory.
  - 2. Emergency manuals.
  - 3. Operation manuals for systems, subsystems, and equipment.
  - 4. Product maintenance manuals.
  - 5. Systems and equipment maintenance manuals.
- B. Related Requirements:
  - 1. Section 013300 "Submittal Procedures" for submitting copies of submittals for operation and maintenance manuals.

#### 1.3 DEFINITIONS

- A. System: An organized collection of parts, equipment, or subsystems united by regular interaction.
- B. Subsystem: A portion of a system with characteristics similar to a system.

#### 1.4 CLOSEOUT SUBMITTALS

- A. Manual Content: Operations and maintenance manual content is specified in individual Specification Sections to be reviewed at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.
  - 1. Consultant will comment on whether content of operations and maintenance submittals are acceptable.
  - 2. Where applicable, clarify and update reviewed manual content to correspond to revisions and field conditions.
- B. Format: Submit operations and maintenance manuals in the following format:
  - 1. PDF electronic file. Assemble each manual into a composite electronically indexed file. Submit on digital media acceptable to Architect.

- a. Name each indexed document file in composite electronic index with applicable item name. Include a complete electronically linked operation and maintenance directory.
  - b. Enable inserted reviewer comments on draft submittals.
- C. Initial Manual Submittal: Submit draft copy of each manual at least [30] thirty days before commencing demonstration and training. Consultant will comment on whether general scope and content of manual are acceptable.
- D. Final Manual Submittal: Submit each manual in final form prior to requesting inspection for Substantial Completion and at least [15] fifteen days before commencing demonstration and training. Consultant will return copy with comments.
1. Correct or revise each manual to comply with Consultant's comments. Submit copies of each corrected manual within [15] fifteen days of receipt of Consultant's comments and prior to commencing demonstration and training.

## PART 2 - PRODUCTS

### 2.1 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY

- A. Directory: Prepare a single, comprehensive directory of emergency, operation, and maintenance data and materials, listing items and their location to facilitate ready access to desired information. Include a section in the directory for each of the following:
1. List of documents.
  2. List of systems.
  3. List of equipment.
  4. Table of contents.
- B. List of Systems and Subsystems: List systems alphabetically. Include references to operation and maintenance manuals that contain information about each system.
- C. List of Equipment: List equipment for each system, organized alphabetically by system. For pieces of equipment not part of system, list alphabetically in separate list.
- D. Tables of Contents: Include a table of contents for each emergency, operation, and maintenance manual.
- E. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with same designation used in the Contract Documents. If no designation exists, assign a designation according to ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems."

## 2.2 REQUIREMENTS FOR EMERGENCY, OPERATION, AND MAINTENANCE MANUALS

- A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:
1. Title page.
  2. Table of contents.
  3. Manual contents.
- B. Title Page: Include the following information:
1. Subject matter included in manual.
  2. Name and address of Project.
  3. Name and address of Owner.
  4. Date of submittal.
  5. Name and contact information for Contractor.
  6. Name and contact information for Construction Manager.
  7. Name and contact information for Architect.
  8. Name and contact information for Commissioning Authority.
  9. Names and contact information for major consultants to the Architect that designed the systems contained in the manuals.
  10. Cross-reference to related systems in other operation and maintenance manuals.
- C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.
- D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.
- E. Manuals, Electronic Files: Submit manuals in the form of a multiple file composite electronic PDF file for each manual type required.
1. Electronic Files: Use electronic files prepared by manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size.
  2. File Names and Bookmarks: Enable bookmarking of individual documents based on file names. Name document files to correspond to system, subsystem, and equipment names used in manual directory and table of contents. Group documents for each system and subsystem into individual composite bookmarked files, then create composite manual, so that resulting bookmarks reflect the system, subsystem, and equipment names in a readily navigated file tree. Configure electronic manual to display bookmark panel on opening file.

## 2.3 EMERGENCY MANUALS

- A. Content: Organize manual into a separate section for each of the following:
1. Type of emergency.
  2. Emergency instructions.
  3. Emergency procedures.
- B. Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component:
1. Fire.
  2. Flood.
  3. Gas leak.
  4. Water leak.
  5. Power failure.
  6. Water outage.
  7. System, subsystem, or equipment failure.
  8. Chemical release or spill.
- C. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of Owner's operating personnel for notification of Installer, supplier, and manufacturer to maintain warranties.
- D. Emergency Procedures: Include the following, as applicable:
1. Instructions on stopping.
  2. Shutdown instructions for each type of emergency.
  3. Operating instructions for conditions outside normal operating limits.
  4. Required sequences for electric or electronic systems.
  5. Special operating instructions and procedures.

## 2.4 OPERATION MANUALS

- A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:
1. System, subsystem, and equipment descriptions. Use designations for systems and equipment indicated on Contract Documents.
  2. Performance and design criteria if Contractor has delegated design responsibility.
  3. Operating standards.
  4. Operating procedures.
  5. Operating logs.
  6. Wiring diagrams.
  7. Control diagrams.
  8. Piped system diagrams.
  9. Precautions against improper use.
  10. License requirements including inspection and renewal dates.

B. Descriptions: Include the following:

1. Product name and model number. Use designations for products indicated on Contract Documents.
2. Manufacturer's name.
3. Equipment identification with serial number of each component.
4. Equipment function.
5. Operating characteristics.
6. Limiting conditions.
7. Performance curves.
8. Engineering data and tests.
9. Complete nomenclature and number of replacement parts.

C. Operating Procedures: Include the following, as applicable:

1. Startup procedures.
2. Equipment or system break-in procedures.
3. Routine and normal operating instructions.
4. Regulation and control procedures.
5. Instructions on stopping.
6. Normal shutdown instructions.
7. Seasonal and weekend operating instructions.
8. Required sequences for electric or electronic systems.
9. Special operating instructions and procedures.

D. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.

E. Piped Systems: Diagram piping as installed and identify color-coding where required for identification.

## 2.5 PRODUCT MAINTENANCE MANUALS

A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.

B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.

C. Product Information: Include the following, as applicable:

1. Product name and model number.
2. Manufacturer's name.
3. Color, pattern, and texture.
4. Material and chemical composition.
5. Reordering information for specially manufactured products.

- D. Maintenance Procedures: Include manufacturer's written recommendations and the following:
  - 1. Inspection procedures.
  - 2. Types of cleaning agents to be used and methods of cleaning.
  - 3. List of cleaning agents and methods of cleaning detrimental to product.
  - 4. Schedule for routine cleaning and maintenance.
  - 5. Repair instructions.
- E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.
- F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
  - 1. Include procedures to follow and required notifications for warranty claims.

## 2.6 SYSTEMS AND EQUIPMENT MAINTENANCE MANUALS

- A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.
- B. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.
- C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including the following information for each component part or piece of equipment:
  - 1. Standard maintenance instructions and bulletins.
  - 2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
  - 3. Identification and nomenclature of parts and components.
  - 4. List of items recommended to be stocked as spare parts.
- D. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:
  - 1. Test and inspection instructions.
  - 2. Troubleshooting guide.
  - 3. Precautions against improper maintenance.
  - 4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
  - 5. Aligning, adjusting, and checking instructions.
  - 6. Demonstration and training video recording, if available.

- E. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
  - 1. Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.
  - 2. Maintenance and Service Record: Include manufacturers' forms for recording maintenance.
- F. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.
- G. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.
- H. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
  - 1. Include procedures to follow and required notifications for warranty claims.

### PART 3 - EXECUTION

#### 3.1 MANUAL PREPARATION

- A. Operation and Maintenance Documentation Directory: Prepare a separate manual that provides an organized reference to emergency, operation, and maintenance manuals.
- B. Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by Owner's operating personnel for types of emergencies indicated.
- C. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
- D. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.
  - 1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
  - 2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.
- E. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.

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1. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.
- F. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in record Drawings to ensure correct illustration of completed installation.
1. Do not use original project record documents as part of operation and maintenance manuals.
  2. Comply with requirements of newly prepared record Drawings in Section 017839 "Project Record Documents."
- G. Comply with Section 017700 "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

END OF SECTION 017823

## SECTION 017839 - PROJECT RECORD DOCUMENTS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for project record documents, including the following:
  - 1. Record Drawings.
  - 2. Record Specifications.
  - 3. Record Product Data.
  - 4. Miscellaneous record submittals.
- B. Related Requirements:
  - 1. Section 017300 "Execution" for final property survey.
  - 2. Section 017700 "Closeout Procedures" for general closeout procedures.
  - 3. Section 017823 "Operation and Maintenance Data" for operation and maintenance manual requirements.

#### 1.3 CLOSEOUT SUBMITTALS

- A. Record Drawings: Comply with the following:
  - 1. Number of Copies: Submit [1] one set of marked-up record prints.
  - 2. Number of Copies: Submit copies of record Drawings as follows:
    - a. Initial Submittal:
      - 1) Submit [1] one paper-copy set of marked-up record prints.
      - 2) Submit PDF electronic files of scanned record prints and [1] one of file prints.
      - 3) Submit record digital data files and [1] one set of plots.
      - 4) Consultant will indicate whether general scope of changes, additional information recorded, and quality of drafting are acceptable.
    - b. Final Submittal:
      - 1) Submit [3] three paper-copy sets of marked-up record prints.
      - 2) Submit PDF electronic files of scanned record prints and [3] three sets of prints.

- 3) Print each drawing, whether or not changes and additional information were recorded.
- c. Final Submittal:
- 1) Submit [1] one paper-copy set of marked-up record prints.
  - 2) Submit record digital data files and [3] three sets of record digital data file plots.
  - 3) Plot each drawing file, whether or not changes and additional information were recorded.
- B. Record Specifications: Submit annotated PDF electronic files of Project's Specifications, including addenda and contract modifications.
- C. Record Product Data: Submit annotated PDF electronic files and directories of each submittal.
1. Where record Product Data are required as part of operation and maintenance manuals, submit duplicate marked-up Product Data as a component of manual.
- D. Miscellaneous Record Submittals: See other Specification Sections for miscellaneous record-keeping requirements and submittals in connection with various construction activities. Submit annotated PDF electronic files and directories of each submittal.
- E. Reports: Submit written report weekly indicating items incorporated into project record documents concurrent with progress of the Work, including revisions, concealed conditions, field changes, product selections, and other notations incorporated.

## PART 2 - PRODUCTS

### 2.1 RECORD DRAWINGS

- A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.
1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.
    - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
    - b. Accurately record information in an acceptable drawing technique.
    - c. Record data as soon as possible after obtaining it.
    - d. Record and check the markup before enclosing concealed installations.
    - e. Cross-reference record prints to corresponding archive photographic documentation.
  2. Content: Types of items requiring marking include, but are not limited to, the following:
    - a. Dimensional changes to Drawings.

- b. Revisions to details shown on Drawings.
  - c. Depths of foundations below first floor.
  - d. Locations and depths of underground utilities.
  - e. Revisions to routing of piping and conduits.
  - f. Revisions to electrical circuitry.
  - g. Actual equipment locations.
  - h. Duct size and routing.
  - i. Locations of concealed internal utilities.
  - j. Changes made by Change Order or [**Construction**] [**Work**] Change Directive.
  - k. Changes made following Architect's written orders.
  - l. Details not on the original Contract Drawings.
  - m. Field records for variable and concealed conditions.
  - n. Record information on the Work that is shown only schematically.
3. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
  4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
  5. Mark important additional information that was either shown schematically or omitted from original Drawings.
  6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Record Digital Data Files: Immediately before inspection for Certificate of Substantial Completion, review marked-up record prints with Consultant. When authorized, prepare a full set of corrected digital data files of the Contract Drawings, as follows:
1. Format: Annotated PDF electronic file with comment function enabled.
  2. Incorporate changes and additional information previously marked on record prints. Delete, redraw, and add details and notations where applicable.
  3. Refer instances of uncertainty to Consultant for resolution.
  4. Consultant will furnish Contractor one set of digital data files of the Contract Drawings for use in recording information.
    - a. See Section 013300 "Submittal Procedures" for requirements related to use of Architect's digital data files.
    - b. Architect will provide data file layer information. Record markups in separate layers.
- C. Newly Prepared Record Drawings: Prepare new Drawings instead of preparing record Drawings where Consultant determines that neither the original Contract Drawings nor Shop Drawings are suitable to show actual installation.
1. New Drawings may be required when a Change Order is issued as a result of accepting an alternate, substitution, or other modification.
  2. Consult Consultant for proper scale and scope of detailing and notations required to record the actual physical installation and its relation to other construction. Integrate newly prepared record Drawings into record Drawing sets; comply with procedures for formatting, organizing, copying, binding, and submitting.
- D. Format: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.

1. Record Prints: Organize record prints and newly prepared record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
2. Format: Annotated PDF electronic file with comment function enabled.
3. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.
4. Identification: As follows:
  - a. Project name.
  - b. Date.
  - c. Designation "PROJECT RECORD DRAWINGS."
  - d. Name of Consultant.
  - e. Name of Contractor.

## 2.2 RECORD SPECIFICATIONS

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

## 2.3 RECORD PRODUCT DATA

- A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
  1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
  2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
  3. Note related Change Orders, record Specifications, and record Drawings where applicable.
- B. Format: Submit record Product Data as annotated PDF electronic file of marked-up paper copy of Product Data].
  1. Include record Product Data directory organized by Specification Section number and title, electronically linked to each item of record Product Data.

## 2.4 MISCELLANEOUS RECORD SUBMITTALS

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

## PART 3 - EXECUTION

### 3.1 RECORDING AND MAINTENANCE

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

END OF SECTION 017839

## SECTION 061053 – MISCELLANEOUS ROUGH CARPENTRY

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUBMITTALS

- A. In accordance with the requirements of Section 016000 “Product Requirements”, submit a complete listing of all manufacturers, products, model numbers, and design proposed for use in the Work of this Section.
- B. Maintain one copy all shop drawings, product data, and samples, manufacturer's specifications, recommendations, installation instructions, and maintenance data at the Project Site. At Project Closeout, turn over copy to the Architect who will transmit to the Owner.

#### 1.3 DELIVERY, STORAGE, AND HANDLING

- A. Delivery and Storage: Keep materials under cover and dry. Protect against exposure to weather and contact with damp or wet surfaces. Stack material above ground level on uniformly spaced supports to prevent deformation.
  - 1. For material pressure treated with waterborne chemicals, place spacers between each bundle for air circulation.

### PART 2 - PRODUCTS

#### 2.1 LUMBER, GENERAL

- A. Standards: Furnish lumber manufactured to comply with PS 20 “American Softwood Lumber Standard” and with applicable grading rules of inspection agencies certified by American Lumber Standards Committee’s (ALSC) Board of Review.
- B. Grade Stamps: Furnish lumber with each piece factory-marked with grade stamp of inspection agency that indicates grading agency, grade, species, and moisture content at time of surfacing, and mill.
  - 1. For exposed lumber, furnish pieces marked on ends or back of each piece.
- C. Sizes: Provide nominal sizes indicated, complying with PS 20 except where actual sizes are specifically noted as being required.
- D. Surfacing: Dressed lumber, S4S, unless otherwise indicated.

## 2.2 DIMENSION LUMBER

- A. Species: Southern Pine or Douglas Fir.
- B. Moisture Content: S DRY, KD 19 or MC 19 (19 percent maximum moisture content).
- C. Grade: No. 2 or standard grade.
- D. Wood Treatment: Wood Preservative (Pressure-treatment): Obtain preservative-treated lumber complying with AWWA Standard C2. Mark each treated item with AWPB or SPIB Quality Mark Requirements. Coat surfaces cut after treatment to comply with AWWA M4; maximum 19 percent moisture content prior to pressure treatment.

## 2.3 PLYWOOD

- A. Standards: Comply with requirements of PS 1 Voluntary Product Standard “Construction and Industrial Plywood” for veneer plywood and APA PRP-108 Performance Standards and Policies for Structural-use Panels for performance-rated panels.
  - 1. Trademark: Furnish construction panels that are each marked with APA trademark for grade specified.
- B. Miscellaneous Concealed Plywood: C-C Plugged Exterior, thickness as indicated, but not less than ½ inch, nominal.
- C. Plywood Treatment: Obtain preservative-treated plywood complying with AWWA Standards C1 and C9 or C18. Mark each treated member in accordance with AWWA Standard C1 and M6. Handling, storage, and field treatments shall be in accordance with AWWA Standard M4. All plywood shall be pressure-treated with approved preservative treatment conforming to AWWA Standard P5 to a net retention of 0.25 pounds per cubic foot of wood by assay per AWWA Standards C1 and C9.

## 2.4 FASTENERS

- A. General:
  - 1. Where miscellaneous carpentry is exposed to weather, in ground contact, or in area of high relative humidity, provide fasteners with a hot-dip zinc coating per ASTM A 153 or of AISI Type 304 stainless steel.
  - 2. Ensure that fasteners are compatible with all materials with which they will be in contact so that dielectric corrosion does not occur.
  - 3. Unless otherwise indicated on Drawings, maximum fastener spacing shall be 8 inches on center.
- B. Nails, Wire, Brads and Staples: FS FF-N-105.
- C. Bolts: ASTM A 307, Grade A; with ASTM A 563 hex nuts and flat washers.
- D. Schedule:
  - 1. Dimension Wood to Plywood Substrate: No. 10 galvanized wood screws, length to suit application.

2. Dimension Wood to Dimension Wood: No. 12 stainless steel wood screws, length to suit application.
3. Masonry Substrate: ¼” Zamac Nailin Anchors, or approved equivalent, length as required to ensure ¾” minimum embedment.
4. Sheet Metal Substrate: ¼” 10x1 Type S Point stainless steel wood screws with bonded neoprene washers, length as required to ensure ½” minimum embedment.
5. Dimension Wood to Sheet Metal Deck Substrate: Removeable, heavy-duty roofing fasteners, length as required to ensure a minimum penetration of ½”, such as Johns Manville High Load Fasters, or approved equivalent.

## 2.5 LIGHTWEIGHT INSULATING CONCRETE

- A. Large Area: Elastizell Lightweight Concrete, or approved equivalent.
- B. Small Area (Patch): USG Securock Brand Gypsum-concrete Patch (formerly Pyrofill), or approved equivalent.

## PART 3 - EXECUTION

### 3.1 INSTALLATION, GENERAL

- A. Discard units of material with defects that impair quality of miscellaneous carpentry and in sizes that would require an excessive number or poor arrangement of joints.
- B. Cut and fit miscellaneous carpentry accurately. Install members plumb and true to line and level.
- C. Coat cut edges of preservative-treated wood to comply with AWPA M4.
- D. Securely fasten miscellaneous carpentry as indicated and according to applicable codes and recognized standards.
- E. Countersink fastener heads on exposed carpentry work and fill holes.
- F. Use fasteners of appropriate type and length. Pre-drill members when necessary to avoid splitting wood.
- G. Before installation, prime and paint wood surfaces of items or assemblies to be in contact with other materials.

### 3.2 WOOD CURBS, NAILERS, BLOCKING, AND SLEEPERS

- A. Install where shown and where required for screeding or attachment of other work. Cut and shape to required size. Coordinate location with other work involved.
- B. Attach to substrates as required to support applied loading. Countersink bolts and nuts flush with surfaces, unless otherwise indicated.

- C. Blocking and nailers indicated on Drawings may not reflect the actual number or thickness of members required. Provide shims, blocking and/or other materials as necessary to match surfaces indicated on Drawings.
- D. New curbs should be of sufficient height to lift existing roof-mounted equipment a minimum of 8 inches above the finished roof surface.
- E. Set and secure materials and components in place, plumb, level and properly aligned.
- F. Bring areas of existing wood members or assemblies to remain in place that are suspected of being deteriorated or otherwise damaged to the attention of the Consultant or Owner's Representative and obtain written approval to repair suspected areas before proceeding with repair of the area.
- G. Install wood nailers and curbs as indicated on the Drawings and in accordance with equipment manufacturer's recommendations.
- H. Wood Nailer Installation:
  - 1. Attach new nailers to substrate with two staggered rows of appropriate fasteners. Space each row a maximum of 24 inches on center. Off-set fasteners from underlying fasteners.
  - 2. Install new wood nailers in multiple thicknesses and utilizing shims as necessary to run even with the adjacent roof insulation board.
- I. Wood Curb Installation: Fasten wood curb to nailer with appropriate fasteners spaced a maximum of 12 inches on center; minimum of three fasteners per side.
- J. Ensure that existing wood nailers, curbs and blocking to remain in place are properly fastened to the substrate in accordance with the above-specified fastening requirements. Correct deficiencies.

### 3.3 LIGHTWEIGHT CONCRETE DECK REPAIR

- A. Inspect existing lightweight insulating concrete substrate and identify any damaged, deteriorated, or otherwise unacceptable areas.
- B. Large Areas: remove and replace damaged, deteriorated, or otherwise unacceptable lightweight insulating concrete in accordance with the manufacturer's published general specification requirements and application guidelines.
- C. Small Areas (Patches): Repair damaged areas of lightweight insulating concrete less than approximately 2 square feet in surface area in accordance with the patching material manufacturer's published general specification and application guidelines.
- D. Replace any damaged steel pan deck with deck of same profile and two gauges heavier than existing. Overlap joists by 3 inches on each end, and one corrugation on side laps. Fasten to joists with No. 12 self-drilling screws at 6 inches on-center, maximum.

### 3.4 STEEL DECK FRAMING AND REPAIR

- A. Inspect steel deck and adjacent framing for areas of damaged or deteriorated steel.

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- B. Saw-cut and remove areas of damaged or deteriorated steel deck and/or framing. Replace damaged members with materials matching existing type and size.
- C. Install new framing and steel deck members, as necessary, to eliminate existing deck openings. Utilize materials matching existing type and size.

END OF SECTION 061053

## SECTION 072200 – ROOF AND DECK INSULATION

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 DEFINITIONS

- A. Thermal Resistivity: Where the thermal resistivity of insulation products is designated by "R-values," they represent the reciprocal of thermal conductivity (k-values). Thermal conductivity is the rate of heat flow through a homogenous material exactly 1 inch thick. Thermal resistivities are expressed by the temperature difference in degrees F between the two exposed faces required to cause one BTU to flow through one square foot per hour at mean temperatures indicated.

#### 1.3 PERFORMANCE REQUIREMENTS

- A. Delivery and Storage: Keep materials under cover and dry. Protect against exposure to weather and contact with damp or wet surfaces. Stack material above ground level on uniformly spaced supports to prevent deformation.
- B. Roofing System Design: Provide a membrane roofing system that is identical systems that have been successfully tested by a qualified testing and inspection agency to resist uplift pressure calculated in accordance with ASCE 7-16 and meet specified fire and hail resistance requirements, as follows:
  - 1. Wind Uplift Pressure Requirements (Worst Case):
    - a. Field Uplift Pressure: 14 PSF
    - b. Perimeter 1 Uplift Pressure: 25 PSF
    - c. Perimeter 2 Uplift Pressure: 33 PSF
    - d. Corner Uplift Pressure: 45 PSF
  - 2. Fire Classification: 1A
  - 3. Hail Resistance: SH

#### 1.4 SUBMITTALS

- A. In accordance with the requirements of Section 01 60 00, submit a complete listing of all manufacturers, products, model numbers, and designs proposed for use in the Work of this Section.
- B. Maintain one copy all shop drawings, product data, and samples, manufacturer's specifications, recommendations, installation instructions, and maintenance data at the Project Site. At Project Closeout, turn over copy to the Consultant who will transmit to the Owner.

- C. Submit only the items listed below to the Consultant for review in accordance with Conditions of the Contract and Division 01 sections.
- D. Submit shop drawings at same scale as Consultant's roof plan showing layout of insulation units, location and identification marks for tapered units, fastener locations, and wood blocking requirements.
- E. Submit copies of manufacturer's specifications and installation instructions for each type of insulation required. If printed instructions and recommendations are not available, or conflict with project conditions, consult with the insulation manufacturer's technical representative for specific recommendations before proceeding with the work. Include data substantiating that the materials comply with specified requirements.

#### 1.5 QUALITY ASSURANCE

- A. Provide all roof insulation required from the same manufacturer as the roofing membrane specified, or other as approved by the membrane manufacturer.
- B. Roof design and details are based upon the specified insulation material. Bidders/Contractors desiring acceptance of different insulation material are responsible for ascertaining that all modifications to details are accounted for and included in their costs. Other parts of the work that may be affected by substitution include, but are not limited to:
  - 1. Thickness of wood blocking.
  - 2. Height and gage of metal flashing.
  - 3. Fire rating of assembly.
  - 4. Wind uplift rating of assembly.
  - 5. Height of curbs and counter flashing.
  - 6. Compatibility with roofing materials.
- C. Notify the Consultant, in writing, prior to starting roof deck insulation work if there are any conflicts between the Drawings and Specifications and manufacturer's recommendations for use of and installation of the insulation. Starting of roof deck insulation work indicates that Contractor acknowledges that no conflict exists and that all other materials in contact with the roof deck insulation are compatible with it.
- D. 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 warranty.
- E. Fire-Test-Response Characteristics: Provide roofing materials with the fire-test-response characteristics indicated as determined by testing identical products per test method below by UL, FMG, or another testing and inspecting agency acceptable to authorities having jurisdiction. Materials shall be identified with appropriate markings of applicable testing and inspecting agency.
  - 1. Fire-Resistance Ratings: ASTM E 119, for fire-resistance-rated roof assemblies of which roofing system is a part.
  - 2. Surface Burning Characteristics: ASTM E 84.
  - 3. Combustion Characteristics: ASTM E 136.

## 1.6 COORDINATION

- A. Coordinate the Work of this Section with that of the following Sections:
  - 1. Section 061053 “Miscellaneous Rough Carpentry”.
  - 2. Section 075200 “Modified Bituminous Membrane Roofing”.
  - 3. Section 076200 “Sheet Metal Flashing and Trim”.

## 1.7 DELIVERY, STORAGE, AND HANDLING

- A. Protect insulation materials from physical damage and from deterioration by moisture, soiling, and other sources. Store inside and in a dry location. Comply with manufacturer's recommendations for handling, storage, and protection during installation.
- B. Do not expose to sunlight, except to extent necessary for period of installation and concealment.
- C. Protect against ignition at all times. Do not deliver insulating materials to project site ahead of installation time.
- D. Complete installation and concealment of insulation materials as rapidly as possible in each area of construction.

## 1.8 PROJECT CONDITIONS

- A. Weather Limitations: Proceed with insulation only when existing and forecasted weather conditions permit roofing system to be installed according to manufacturer's written instructions and warranty requirements.

## PART 2 - PRODUCTS

### 2.1 POLYISOCYANURATE INSULATION BOARD (ISO)

- A. Rigid, high thermal roof insulation board consisting of a core of rigid, closed-cell, polyisocyanurate foam, bonded on each side to a glass fiber-reinforced felt facer, such as Soprema SOPRA-ISO Tapered Roof Insulation, or approved equivalent.
- B. Meets ASTM C1289, Type II.
- C. Sizes: 4' by 4', or 4' by 8'.

### 2.2 RECOVERY BOARD

- A. High-density, enhanced glass-mat faced board made of gypsum or expanded perlite and cellulosic fibers meeting the physical requirements of ASTM C1177, 4' by 4' boards, such as Georgia-Pacific DensDeck Prime Roof Board, or approved equivalent.

## 2.3 FASTENERS

- A. Factory-coated steel fasteners and metal plates meeting corrosion-resistance provisions in FMG 4470, designed for fastening roof insulation to substrate, and furnished by roofing system manufacturer, such as Soprema #14 MP Fasteners and 3-inch Metal Insulation Plates, or approved equivalent.

## 2.4 ADHESIVE

- A. Low-pressure, two-component spray polyurethane foam adhesive, such as Soprema DUOTACK SPF HFO Adhesive, or approved equivalent.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates and conditions for compliance with requirements of the Sections in which substrates and related work are specified and to determine if other conditions affecting performance of roof insulation boards are satisfactory. Do not proceed with installation of insulation until unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Clean substrates of substances harmful to the insulation board, including removal of projections that might prevent insulation board from lying flat or result in voids below the insulation board.
- B. Remove all debris, dirt, oil, grease and standing water from surfaces before applying adhesive.

### 3.3 INSULATION AND RECOVERY BOARD INSTALLATION

- A. Coordinate installation of roof system components so insulation and cover board are not exposed to precipitation or left exposed at the end of the workday.
- B. Comply with roofing system manufacturer's written instructions for installation of roof insulation and cover board.
- C. Install tapered polyisocyanurate insulation as indicated on drawings.
- D. Install overlay insulation boards with long joints in a continuous straight line with end joints staggered between rows, abutting edges and ends between boards. Fill gaps exceeding 1/4 inch with like material.
- E. Fastened Insulation for Mechanically Fastened Systems: Install insulation with fasteners at rate required by roofing system manufacturer or applicable authority, whichever is more stringent.
- F. Proceed with installation only after unsatisfactory conditions have been corrected.

3.4 PROTECTION

- A. General: Protect installed roof insulation, recovery board and gypsum sheathing from damage due to harmful weather exposures, physical abuse, and other causes. Provide temporary coverings or enclosures where insulation will be subject to abuse and cannot be concealed and protected by permanent construction immediately after installation.

END OF SECTION 072200

## SECTION 075200 – MODIFIED BITUMINOUS MEMBRANE ROOFING

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. The work of this section includes the installation of a two-ply modified bituminous roof membrane system over insulation board.

#### 1.3 SUBMITTALS

- A. In accordance with the requirements of Section 013300 “Submittal Procedures”, submit a complete listing of all manufacturers, products, model numbers, and designs proposed for use in the Work of this Section.
- B. Maintain one copy all shop drawings, product data, and samples, manufacturer's specifications, recommendations, installation instructions, and maintenance data at the Project Site. At Project Closeout, turn over copy to the Consultant who will transmit to the Owner.
- C. Submit only the items listed below to the Consultant for review in accordance with Conditions of the Contract and Division One sections.
- D. Submit shop drawings showing all flashing conditions, terminations, and penetrations of the roof membrane. In addition, provide shop drawings for tapered insulation layout, insulation fastening patterns and sheet layouts with perimeter and corner zoned defined.
- E. Samples of the following:
  - 1. 12-by-12-inch square samples of each mineral surface modified bitumen sheet to be exposed as finished roof surface.
- F. Installer Certificate: Signed letter from roof membrane manufacturer certifying that Installer is approved, authorized, or licensed by manufacturer to install the specified roofing system.
- G. Manufacturer Certificate: Signed letter from roof membrane manufacturer certifying that the submitted roof system complies with the requirements specified in “Performance Requirements” of this Section. Include documentation or other evidence supporting certification.
- H. Qualification Data: For installer and roof membrane manufacturer.
- I. Product Test Reports: Comprehensive test data performed by manufacturer and witnessed by a qualified testing agency for components of roofing system.

- J. Maintenance Data: For roofing system.
- K. Sample Warranties and Guarantees.
- L. Coordinate submittals required of Sections 072200 “Roof and Deck Insulation” and 076200 “Sheet Metal Flashing and Trim” and submit simultaneously with submittals required of this Section. All project submittals should be submitted as a single package for review.

#### 1.4 QUALITY ASSURANCE

- A. Comply with primary roofing material manufacturer's general specification requirements, specified by manufacturer as part of the cold-applied bituminous roofing system specified in this Section, including applicable material specifications, recommendation for material handling, roof decks, flashing and cants, roof surfacing, preparation and use of materials and equipment, precautionary notes, and application quality control.
- B. Installer Qualifications: Engage an experienced Installer (Roofer) to perform roofing work who has specialized in installing hybrid roofing systems similar to that required for this Project and who is acceptable to manufacturer of primary roofing materials.
  - 1. Installer Certification: Obtain written certification from manufacturer of roofing system certifying that Installer is approved by manufacturer to install specified roofing system. Provide a copy of the certification for Consultant prior to awarding roofing work.
  - 2. Installer's Field Supervision: Require Installer to maintain a full-time supervisor/foreman who is on job site during times that roofing work is in progress and who is experienced in installing roofing systems similar to type and scope required for this Project.
- C. Manufacturer Qualifications: Obtain primary products, including each type of roofing sheet, cold-applied adhesive/bitumen, flashings, roofing cement, from a single manufacturer. Provide secondary products as recommended by manufacturer of primary products to use with roofing system specified.
- D. Insurance Certification: Assist Owner in preparing and submitting roof installation acceptance certification as necessary in connection with fire and extended-coverage insurance on roofing and associated work.
- E. UL Listing: Provide roofing system and component materials that have been tested for application and slopes indicated and that are listed by UL for the specified external fire exposure.
  - 1. Provide roof-covering materials bearing UL Classification Marking on bundle, package, or container indicating that materials have been produced under UL's Classification and Follow-up Service.
  - 2. Provide built-up roofing system that can be installed to comply with UL requirements for the specified fire resistance classification uplift resistance requirements.
- F. FM Listing: Provide built-up roofing system and component materials that have been evaluated by FM System or other recognized industry standard for fire spread, uplift resistance, and hail damage and are listed in "Factory Mutual Approval Guide" for Class I construction, and specified wind uplift resistance.
  - 1. Provide roof covering materials bearing FM approval marking on bundle, package, or container, indicating that material has been subjected to FM's examination and follow-up inspection service.

- G. Preliminary Roofing Conference: As soon as possible after award of roofing work, meet with Installer (Roofer), Consultant, Owner, and representatives of other entities directly concerned with roofing system performance, including Owner's insurers and test agencies, as applicable.
1. Review requirements (Contract Documents), submittals, status of coordinating work, availability of materials, and installation facilities and establish preliminary installation schedule. Review requirements for inspections, tests, certifications, forecasted weather conditions, governing regulations, insurance requirements, and proposed installation procedures.
  2. Discuss roofing system protection requirements for construction period extending beyond roofing installation. Discuss possible need for temporary roofing.
  3. Record discussion, including agreement or disagreement on matters of significance; furnish copy of recorded discussions to each participant. If substantial disagreements exist at conclusion of conference, determine how disagreements will be resolved and set date for reconvening conference.
- H. Pre-application Roofing Conference: Approximately 2 weeks prior to scheduled commencement of roofing installation and associated work, meet at Project site with Installer, Consultant, Owner, roofing system manufacturer's representative, and other representatives directly concerned with work performance, including Owner's insurers, test agencies, as applicable, and governing authorities, where applicable.
1. Review foreseeable methods and procedures related to roofing work, including, but not necessarily limited to, the following:
    - a. Tour representative areas of roofing substrates (decks), inspect and discuss condition of substrate, roof drains, curbs, penetrations, and other preparatory work performed by other trades, if any.
    - b. Review structural loading limitations of deck and inspect deck for loss of flatness and for required mechanical fastening, as required.
    - c. Review roofing system requirements: drawings, specifications, and other contract documents.
    - d. Review required submittals, both complete and incomplete.
    - e. Review and finalize construction schedule related to roofing work and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
    - f. Review required inspection, testing, certifying, and material use accounting procedures.
    - g. Review weather and forecasted weather conditions and procedures for coping with unfavorable conditions, including possibility of temporary roofing, if it is not a mandatory requirement.
  2. Record (Contractor) discussions of conference, including decisions and agreements or disagreements reached, and furnish a copy for each attendee. If substantial disagreements exist at the conclusion of the conference, determine how disagreements will be resolved and set a date for reconvening the conference.

## 1.5 PROJECT CONDITIONS

- A. Weather Condition Limitations: Proceed with roofing work only when existing and forecasted weather conditions permit work to be performed according to manufacturers' recommendations and warranty requirements. Do not apply roofing materials during precipitation or in the event there is a probability of precipitation during application. Take adequate precautions to ensure that material, applied roofing and building interiors are protected from possible moisture damage or contamination.
- B. Temporary Roofing: When adverse job conditions or weather conditions prevent permanent roofing and associated work from being installed according to requirements and Contractor determines that roofing cannot be delayed because of need for job progress or protection of other work, install temporary roofing. Provide temporary roofing and to remove it prior to proceeding with permanent roofing work.

## 1.6 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, and directions for storing and mixing with other components.
- B. Store and handle roofing materials to ensure dryness. Store materials in a dry, well-ventilated, weather-tight, place.
- C. Store liquid materials in their original undamaged containers in a clean, dry, protected locations and within the temperature range required by the roofing system manufacturer. Protect stored liquid material from direct sunlight. Discard and legally dispose of liquid material that cannot be applied within its stated shelf life.
- D. Handle and store materials or equipment in a manner to avoid significant or permanent deck deflection.

## 1.7 WARRANTY

- A. Provide a warranty, signed by the Contractor, agreeing to repair or replace all components of the total roofing system which fail to perform as protective roofing, whether the result of faulty workmanship or materials, for a period of 2 years from the Date of Substantial Completion at no additional cost to the Owner.
  - 1. In connection with Contractor's correction of work which has failed, remove, and replace other work of the Project which has been damaged as a result of such failure, or must be removed to provide access for correction of work.
  - 2. Except as otherwise indicated or required by governing regulations, specific warranties are not extended to cover damage to building contents (other than work of this Contract) which occurs as a result of failure of roofing system work.
  - 3. For purposes of Contractor's Warranty, components of the roofing system include roof membrane, top surfacing, elastic and bituminous flashings, expansion and control joint assemblies, roof deck insulation, mechanical fasteners, adhesives, sheet metal flashing and counter flashing, sealant, and all other materials utilized in the application of the roofing system.

- B. **Manufacturer's Warranty:** Submit executed copy of roofing manufacturer's standard "Unlimited Penal Sum/No Dollar Limit" Warranty agreement, including flashing endorsement, signed by an authorized representative of the roofing system manufacturer, on form that was published with product literature as of date of Contract Documents.
  - 1. Warranty Period: 20 years from date of Substantial Completion.
- C. The warranty shall not deprive the Owner of other rights the Owner may have under other provisions of the Contract Documents and will be in addition to and run concurrent with other warranties made by the Contractor under requirements of the Contract Documents.

## 1.8 ROOF SYSTEM PERFORMANCE REQUIREMENTS

- A. **General:** Provide installed roofing membrane and base flashings that remain watertight; do not permit the passage of water; and resist specified uplift pressures, thermally induced movement and exposure to weather without failure.
- B. **Material Compatibility:** Provide roofing materials that are compatible with one another under conditions of service and application required, as demonstrated by roofing membrane manufacturer based on testing and field experience.
- C. **Jobsite Safety:** Execute all operations and provide a safe work environment in accordance with OSHA standards and regulations. This requirement applies to all contractor personnel, associated subcontractors, workers in other trades and jobsite visitors.
  - 1. Follow all industry fire prevention guidelines for storage of materials, staging areas, roof access, and application means and methods.
  - 2. Any applicable local fire codes supersede industry guidelines.
- D. **Roofing System Design:** Provide a membrane roofing system that is identical systems that have been successfully tested by a qualified testing and inspection agency to resist uplift pressure calculated in accordance with ASCE 7-16 and meet specified fire and hail resistance requirements, as follows:
  - 1. Wind Uplift Pressure Requirements (Worst Case):
  - 2. Field Uplift Pressure: 14 PSF
  - 3. Perimeter 1 Uplift Pressure: 25 PSF
  - 4. Perimeter 2 Uplift Pressure: 33 PSF
  - 5. Corner Uplift Pressure: 45 PSF
  - 6. Fire Classification: 1A
  - 7. Hail Resistance: SH

## PART 2 - PRODUCTS

### 2.1 BASIS OF DESIGN

- A. The specified roof membrane system specification is based on a Soprema specification. Equivalent systems from other manufacturers may be accepted pending review and pre-approval of Consultant.

## 2.2 TWO-PLY MODIFIED BITUMEN ROOF MEMBRANE SYSTEM

- A. Provide new tapered polyisocyanurate insulation (mechanically attached), recovery board (set in adhesive), and two-ply modified bitumen roof membrane system (torch-applied or cold-process adhesive), such as the specified Soprema system, or approved equivalent.
- B. Roof System Components:
  - 1. Tapered Insulation: See Section 072200 “Roof and Deck Insulation”.
  - 2. Recovery Board: See Section 072200 “Roof and Deck Insulation”.
  - 3. Base Sheet Membrane: ASTM D 6163, Grade S, Type I, glass-fiber reinforced, torch-grade SBS-modified asphalt sheet, smooth-surfaced, such as Soprema Elastophene Flam, or approved equivalent.
  - 4. Stripping and Backer Membrane: ASTM D 6163, Grade S, Type I, glass-fiber reinforced, torch-grade SBS-modified asphalt sheet, smooth-surfaced, such as Soprema Elastophene Flam, or approved equivalent.
  - 5. Cap Sheet Membrane: ASTM D 6163, Grade G, Type I, glass-fiber reinforced, torch-grade SBS-modified asphalt sheet, granule-surfaced, such as Soprema Elastophene Flam FR GR (SG), or approved equivalent.
  - 6. Base Flashing Membrane: ASTM D 6163, Grade G, Type I, glass-fiber reinforced, torch-grade SBS-modified asphalt sheet, granule-surfaced, such as Soprema Elastophene Flam FR GR (SG), or approved equivalent.
  - 7. Granules: No. 11 grade specification ceramic granules of color scheme matching the granule surfacing of the finish ply.
- C. Minimum Manufacturer’s Roof System Warranty: 20-year, no dollar limit (NDL).
- D. Minimum Roof System Uplift Resistance: The roof system must be capable of resisting the uplift pressures for each roof area and zone in accordance with the Table on Drawing R-2.
- E. Minimum Fire Resistance: UL Class A.
- F. Minimum Hail Resistance: FM Global Class 1-SH.

## 2.3 MISCELLANEOUS MATERIALS

- A. Roofing Cement: Asphaltic cement, asbestos-free, complying with ASTM D 4586, such as Soprema SOPRAMASTIC, or approved equivalent.
- B. Liquid-applied Membrane Flashing: ASTM C836, polyester-reinforced polyurethane bituminous resin, such as Soprema Alsan Flashing, or approved equivalent.
- C. Cant Strips: Rigid mineral wool cant, coated with bitumen and lightly sanded surface, such as Soprema SOPRAROCK Cant Strips, or approved equivalent.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with the following requirements and other conditions affecting performance of roofing system:
  - 1. Verify that roof openings and penetrations are in place and set and braced and that roof drains are securely clamped in place.
  - 2. Blocking, curbs, and nailers are required at edges of roof penetrations, area dividers, and terminations.
- B. Verify that wood blocking, curbs, and nailers are securely anchored to roof deck at penetrations and terminations and that nailers match thicknesses of insulation.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 GENERAL INSTALLATION REQUIREMENTS

- A. Use and apply all materials in strict compliance with manufacturer's published general specification requirements, application guidelines, and the system design specified.
- B. Installations not covered by definite manufacturer's specifications or details shall be as per best practice for obtaining waterproof work as recommended by primary roofing materials manufacturer, NRCA Standards, and as specified herein. All proposed deviations from these specifications shall be reported to Consultant in accordance with Owner's Request for Information (RFI) procedures. Do not proceed with deviations until reviewed by
- C. Cooperate with inspection and test agencies engaged or required to perform services in connection with installing built-up roofing system.
- D. Protect other work from spillage of roofing materials and prevent liquid materials from entering or clogging drains and conductors. Replace/restore other work damaged when installing roofing system work.
- E. Insurance/Code Compliance: Install and test, where required, roofing system to comply with governing regulations and the following insurance requirements:
  - 1. FM requirements for Class I or Noncombustible, including zoned wind resistance as specified by FM.
  - 2. UL Fire Classified and uplift resistance.
- F. Plan and conduct the work so that each section of the roof system begun one day is completed the same day, including final roof surfacing (unless specifically excepted otherwise by primary roofing materials manufacturer in writing), base flashings, expansion joint flashings, and roof penetration flashings.
- G. Coordinate installing insulation, roofing sheets, flashings, and other related work so that insulation is not exposed to precipitation or exposed overnight. Provide cutoffs at end of each day's work to cover exposed insulation. Remove cutoffs immediately before resuming work.

### 3.3 PREPARATION

- A. Comply with roofing materials manufacturer’s recommendations for either caulking joints in the deck with mastic sealant or roofing cement or covering joints with substrate joint tape.
- B. Surfaces to receive roofing work shall be dry and swept clean of all debris, foreign materials, dirt and dust. Metal flashings and other materials shall be available and ready for installation. All penetrations (piping, conduits, equipment supports, etc.) and curbs shall be in place, inspected and accepted prior to start of roofing system installation work.
- C. Test concrete substrate for excessive moisture at start of each roof area or plane and following any precipitation. Do not proceed with roofing work if substrate is too wet. One method accepted by the NRCA (National Roofing Contractors Association) for determining deck dryness is as follows:
  - 1. During the midday sun, place a 12-inch by 12-inch pane of glass on the concrete deck and seal around the edges using caulk or tape, sealing the perimeter of the glass to the deck.
  - 2. Allow the glass to remain in place for two hours. If condensation appears on the bottom of the glass, the deck is not dry enough for roofing operations.
- D. It is the responsibility of the contractor to use any and all methods to ensure that the existing substrate is dry and ready to receive roofing materials.

### 3.4 ROOF MEMBRANE INSTALLATION OVER INSULATION BOARD

- A. Ensure that specified insulation board, tapered edge strips, wood curbs, gypsum sheathing and continuous cants have been properly installed and surfaces are ready for the base sheet and cap sheet installation. Correct any deficiencies before proceeding with installation.
- B. Unroll membrane into position and allow to “relax”.
- C. Shingling Plies: Except as otherwise indicated, install base sheet and cap sheet shingled uniformly to achieve required membrane layout throughout. Shingle in proper direction to shed water.
- D. Unroll the base sheet and set into place over the insulation and recovery board utilizing 3 inch, minimum, side and end laps.
- E. Use hot air welding (torch), fully bond the base ply to the prepared substrate. Apply each sheet directly behind the torch applicator.
- F. Stagger end laps of the cap sheet (finish ply) a minimum of 3 feet. Cut a dog ear angle at end laps on overlapping selvage edges. Using a clean trowel, apply top pressure to top seal T-laps immediately following sheet application.
- G. Stagger side laps of the cap sheet (finish ply) a minimum of 12 inches from side laps in the underlying base ply.
- H. Stagger end laps of the finish ply a minimum of 3 feet from the end laps of the underlying base ply.

- I. Ensure that heat welding applications do not overheat the membrane, causing damage to the membrane and/or reinforcements during application.
- J. At run-out of hot asphalt at seams of cap sheet membrane, spread loose granules that match color of field of the roof surface to conceal and protect the exposed asphalt.
- K. Where slope exceeds 2 inches per foot, run base sheet parallel with the slope, except run cap sheet surfacing near parallel with 1:12 incline for proper water shed from exposed edges of cap sheets. Nail top ends of sheets.
- L. Back Nailing for Slopes Exceeding 2:12: Comply with governing regulations, insurance requirements, prime roofing manufacturer's recommendations, and recognized industry standards, but not less than one nail per 1.5 sq. ft. of built up roofing. Where possible, nail simultaneously through two ply sheets by nailing at laps as second sheet is installed. Where nailing is to prevent slippage, nail each sheet of built up roofing membrane. On non nailable substrates, nail membrane to each nailer in substrate. Conceal nailing within ply sheet makeup of roofing membrane, with no exposed nails before applying roof coatings or aggregate surfacing.
- M. Cold Weather Application Recommendations:
  - 1. Pre-warm the membrane to above 50 degrees Fahrenheit. Use a warm storage area or lightly warm – not heat weld -- the underside of the roll with a roofing torch before adhering the membrane to the roof substrate.
  - 2. Maintain the substrate at a temperature above 40 degrees Fahrenheit.
  - 3. Roll out the membrane in place to allow it to relax. To facilitate the relaxing process and to minimize the occurrence of membrane wrinkling, the membrane may be cut into half sheets and allowed to relax prior to installation.
  - 4. If necessary, use a “garden drum” type roller, over the completed membrane prior to welding to ensure that more contact is accomplished.

### 3.5 ROOF FLASHING AND STRIPPING

- A. Coordinate the work of this Section with Section 07 62 00 – Sheetmetal Flashing and Trim.
- B. Coordinate materials and installation details as indicated on the Project Drawings and with manufacturer's recommendations for each flashing condition. Unless the roofing system manufacturer specifically prohibits such, details shall be in accordance with the Project Drawings. Report all details deemed inadequate by the manufacturer to Consultant for review before proceeding with any alternative detail.
- C. Provide flashing membrane materials by the same manufacturer as the roof membrane.
- D. Install flashing in compliance with the Project Drawings, except where more stringent requirements are required by the roof system manufacturer (as indicated above), and except where Project conditions require extra precautions or provisions to ensure satisfactory performance of the work.
- E. Curb, Rise-wall and Parapet Base Flashings:
  - 1. Concrete and masonry surfaces must be clean, dry and primed prior to the installation of flashing materials.

2. Fully adhere base flashing membrane to the primed substrate or base sheet over the entire contact surface using hot air or propane torch welding. Ensure that flashing plies are fully adhered with a continuous bead of molten asphalt visible at all laps and edges. Flashing surfaces should be rolled during installation, ensuring that the flashing sheet is continuously supported by the substrate material without voids or bridging.
3. Curb and base flashing membrane height shall be a minimum of 8 inches and a maximum of 24 inches above the roof surface.
4. Mechanically secure the top edge of the curb and/or base flashing membrane to the substrate with appropriate fasteners spaced at 8 inches on center, maximum.
5. Temporarily seal the top of all membrane flashing using plastic roofing cement reinforced with woven glass fiber fabric immediately following completion of membrane flashings and prior to installation of metal counter-flashings.
6. Heat weld and roll all vertical laps in the base flashing membrane. Ensure that a minimum of ¼ inch flow of modified bitumen is visible beyond the lap edge. Broadcast metallic powder into the hot asphalt bitumen over the foil-back flashing membrane.
7. For curb or base flashing height conditions in excess of 24 inches, terminate the base flashing membrane no higher than 24 inches above the roof surface, mechanically secure the top edge of the base flashing with appropriate fasteners spaced at 8 inches on center, maximum. Seal the top edge of the base flashing membrane with plastic roofing cement.
8. Install sheet metal counter-flashings in accordance with Section 07 62 00.

F. Corner Flashings:

1. Install a membrane boot (a piece of flashing membrane, which has been cut into an oval shape) at all inside and outside corners of base flashings and curbs using heat welding or propane torch.
2. The boot size shall be a minimum of 1 ½ inch radius beyond all intersecting surfaces and have a minimum of ¼ inch flow of modified bitumen extending beyond all edges.
3. The shape and configuration of the boot shall be field determined to meet in-place conditions.

G. Allow for expansion of running metal flashing and edge trim that adjoins roofing.

### 3.6 LIQUID-APPLIED FLASHING

- A. Using masking tape, mask off the top of the area to receive the flashing system 8 inches above the roof and an 8-inch perimeter around the penetration on the roof surface.
- B. Pre-cut the reinforcement fleece to ensure a proper fit at transitions and corners prior to application.
- C. Apply primer to the penetration and allow prime to cure.
- D. Apply an even, generous base coat of flashing resin to prepared surfaces using a roller at the rate specified by the resin manufacturer.
- E. Work the reinforcement fleece into the wet, catalyzed resin using a brush or roller to fully embed the fleece in the resin and remove trapped air. Lap fleece layers a minimum of 2 inches and apply an additional coat of resin between the layers.

- F. Apply an even topcoat of resin immediately following the embedment of the fleece at the rate specified by the resin manufacturer, ensuring that the fleece is fully saturated. Ensure that the flashing resin is applied to extend beyond the fleece. Remove the tape before the catalyzed resin cures.

### 3.7 FIRE SAFETY RECOMMENDATIONS

- A. Ensure that all applicators are properly trained in the proper application and safety techniques related to heat welded roofing membrane systems.
- B. Follow recommendations included in the publication: “Torch Applied Roofing Do’s and Don’ts, published by the Asphalt Roofing Manufacturer’s Association (ARMA).
- C. Crew members handling torches shall be trained by an Authorized Certified Roofing Torch Applicator (CERTA) Trainer, be certified according to CERTA torch safety guidelines as published by the National Roofing Contractors Association (NRCA) and follow torch safety practices as required by the contractor’s insurance carrier. Designate one person on each crew to perform a daily fire watch. The designated crew members shall watch for fires or smoldering materials on all areas during roof construction activity, and for the minimum period required by CERTA guidelines after roofing material application has been suspended for the day.
- D. Propane Equipment:
  - 1. Ensure that all regulators, valves, tanks, hoses and torch assemblies are free from leaks.
  - 2. Do not use equipment if leaks are detected.
  - 3. Secure propane tanks in an upright position or secured to a wheeled dolly.
  - 4. Do not use open flame within 10 feet of the propane tanks.
  - 5. Do not bypass valves or regulators on propane equipment.
  - 6. All torches should be equipped with a support rest to maintain the torch head upright during periods of non-use.
- E. Heat Welding Equipment:
  - 1. Provide a fire extinguisher of an appropriate type in areas where heat welding equipment is in use.
  - 2. Do not use open flame around open penetrations or “blind” area where the conditions beneath are not visible.
  - 3. Keep all combustible materials a safe distance from open flames.
  - 4. Avoid prolonged application of heat to all surfaces.
  - 5. “Back-torch” flashing membrane for application to penetration curbs or at areas where the entire area to which the torch must be applied is not visible.
  - 6. All torches should be equipped with a support rest to maintain the torch head upright during periods of non-use.
- F. Fire Watch:
  - 1. Maintain a fire watch on the project for a minimum of 30 minutes following the last heat welding work on the job each day.
  - 2. Pay special attention to perimeters and penetrations where heat welded flashings have been installed. Any detected “hot spot” should be investigated prior to crew departure to ensure that necessary corrective action can be taken to replace smoldering materials, if required.
  - 3. Comply with all Blinn and other local ordinances and code requirements for fire watch following heat welded roofing system applications.

### 3.8 QUALITY CONTROL BY TESTING LABORATORY

- A. If required by conditions of manufacturer's guarantee, or if directed by Consultant, Contractor shall make test cuts in the roof membrane in accordance with ASTM D 3617 for purposes of verification of materials and procedures. Roof cuts, in general, will not be required by the Consultant unless observation of the completed roof, or of installation, indicates the possibility of nonconformance.
  - 1. Quantity: 1 test cut, 4" x 40", for each 100 squares or each day's work, unless nonconformance indicates necessity for additional cuts.
  - 2. Perform test cuts at locations directed by and in presence of Consultant and immediately patch cut areas with materials identical to roof construction.
  - 3. Employ an independent testing laboratory to examine test cuts to determine asphalt quantities, voids, dry spots, number of plies, moisture, and uniformity of asphalt application and to submit test reports as specified in Division 1.
  - 4. Contractor shall pay for tests conducted, and other additional tests as may be required, if nonconforming work is verified.
  
- B. Uplift tests, if performed, will be performed on the completed roof assemblies in accordance with FM Global's Property Loss Prevention Data Sheet 1-52, dated February 2007, for verification of the wind uplift resistance of the completed roof.
  - 1. Quantity:
    - a. Roof mock-up assembly (prior to full-scale construction): 1 test, minimum.
    - b. For each roof area less than 10,000 SF: 3 tests, minimum.
    - c. For each roof area greater than 10,000 SF & less than 60,000 SF: 5 tests, minimum.
  - 2. Tests will be performed by Consultant selected by Owner.
  - 3. Tests will be performed in the presence of Contractor and representative of FM Global, if requested.
  - 4. Contractor will be responsible for repairing roof areas that fail during testing.
  - 5. Retesting of corrected roof areas that failed initial testing will be the responsibility of the Contractor.

### 3.9 PROTECTION OF ROOFING

- A. Water Cut-off Application and Temporary Roof Tie-In: Provide temporary water cut-offs at the end of each day's work to protect the open edge of the new roof membrane in accordance with the manufacturer's recommendations.
  
- B. Upon completing roofing, including associated work, institute appropriate procedures for surveillance and protection of roofing during remainder of construction period. At end of construction period, or at a time when remaining construction will in no way affect or endanger roofing, inspect roofing and prepare a written report with copies to Consultant and Owner describing nature and extent of deterioration or damage found.
  
- C. Repair or replace, as required, deteriorated or defective work found at time of above inspection to a condition free of damage and deterioration at time of Substantial Completion and according to requirements of specified warranty.

END OF SECTION 075200

## SECTION 076200 – SHEET METAL FLASHING AND TRIM

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 RELATED WORK

- A. Roofing accessories installed integral with roofing membrane are specified in roofing system sections as roofing work.

#### 1.3 SUBMITTALS

- A. In accordance with the requirements of Section 013300 “Submittal Procedures”, submit a complete listing of all manufacturers, products, model numbers, and designs proposed for use in the Work of this Section.
- B. Maintain one copy all shop drawings, product data, and samples, manufacturer's specifications, recommendations, installation instructions, and maintenance data at the Project Site. At Project Closeout, turn over copy to the Consultant who will transmit to the Owner.
- C. Submit only the items listed below to the Consultant for review in accordance with Conditions of the Contract and Division One sections.
- D. Samples of the following flashing, sheet metal, and accessory items (samples, if acceptable, may be incorporated into the Work):
  - 1. Typical inside counter-flashing corner.
  - 2. Typical outside counter-flashing corner.
  - 3. Typical counter-flashing cover plate.
- E. Mock-ups: Construct a full-scale mock-up of the new parapet wall counter-flashing for review by Owner and Consultant before work on the project begins. Coordinate location with Owner and Consultant.
- F. Shop drawings showing layout, profiles, methods of joining, and anchorages details, including major counter-flashings, trim/fascia units, and expansion joint systems. Provide layouts at 1/4-inch scale and details at 3-inch scale.

#### 1.4 PROJECT CONDITIONS

- A. Coordinate work of this section with interfacing and adjoining work for proper sequencing of each installation. Ensure best possible weather resistance and durability of work and protection of materials and finishes.

## PART 2 - PRODUCTS

### 2.1 SHEET METAL FLASHING AND TRIM MATERIALS

- A. Copper: ASTM B 370, temper H00 (cold-rolled) except where temper 060 is required for forming, 16 oz. per s.f. (0.0216-inch thick).
- B. Prefinished Steel: Steel sheet metal prefinished with Kynar finish meeting ASTM A446, Standard Color as approved by Owner, 24-gauge.
- C. Stainless Steel: ASTM A167, 2D annealed finish, soft, except where harder temper is required for forming or performance; 22-gauge.
- D. Lead: ASTM B 749, FS QQ-L-171E, Hard Lead, containing not less than 4 percent no more than 6 percent antimony.

### 2.2 SCHEDULE

- A. Schedule:
  - 1. Edge flashings: 16 oz. copper.
  - 2. Cleats: 22-gauge stainless steel.
  - 3. Expansion Joint Flashings: 16 oz. copper.
  - 4. Expansion Joint Covers: 16 oz. copper.
  - 5. Risewall curb counter-flashing: 24-gauge pre-finished sheet metal.
  - 6. Equipment curb counter-flashings: 22-gauge stainless steel.

### 2.3 MISCELLANEOUS MATERIALS AND ACCESSORIES

- A. Steel and Copper Sheetmetal Solder: Provide 50 50 tin/lead solder (ASTM B 32), with rosin flux.
- B. Stainless Steel Sheetmetal Solder: Provide 60 40 tin/lead solder (ASTM B 32), with acid-chloride type flux, except use rosin flux over tinned surfaces.
- C. Fasteners:
  - 1. Sheet Metal to Sheet Metal: Stainless steel rivets.
- D. Neoprene Foam Gasket: high-density, closed-cell foam with one-side pressure sensitive adhesive.
- E. Bituminous Coating: SSPC Paint 12, solvent-type bituminous mastic, nominally free of sulfur, compounded for 15 mil dry film thickness per coat.
- F. Mastic Sealant: Polyisobutylene; non-hardening, non-skinning, non-drying, non-migrating sealant.
- G. Metal Accessories: Provide sheet metal clips, straps, anchoring devices, and similar accessory units as required for installation of work, matching or compatible with material being installed, noncorrosive, size and gage required for performance.

- H. Clamping Collar: Stainless steel of size necessary to fit over vent or pipe circumference, as applicable; Create-A-Clamp, manufactured by Arrow Enterprises, Inc., or approved equivalent.
- I. Roofing Cement: See Section 075200 “Modified Bituminous Membrane Roofing”.
- J. Sealant: See Section 079200 “Joint Sealants”.

## 2.4 FABRICATED UNITS

- A. General Metal Fabrication: Shop-fabricate work to greatest extent possible. Comply with details shown on the Project Drawings and with applicable requirements of SMACNA "Architectural Sheet Metal Manual" and other recognized industry practices. Fabricate for waterproof and weather-resistant performance, with expansion provisions for running work, sufficient to permanently prevent leakage, damage, or deterioration of the work. Form work to fit substrates. Comply with material manufacturer instructions and recommendations for forming material. Form exposed sheet metal work without excessive oil-canning, buckling, and tool marks, true to line and levels indicated, with exposed edges folded back to form hems.
- B. Form pieces in longest practical lengths.
- C. Galvanized Steel Seams: Fabricate nonmoving seams in sheet metal with flat-lock seams. Tin edges to be seamed, form seams, and solder. Hem exposed edges of metal ½ inch, unless otherwise indicated on Drawings, miter, and solder corners.
- D. Form materials with cover plate seam.
- E. Shop-fabricate corners, transitions, terminations, and intersections into ready-to-install single-piece assemblies, with 12-inch, minimum, 24-inch, maximum, legs, weld for rigidity. Leg profiles shall match adjacent joining pieces and shall be assembled in the field with a cover plate at the joint.
- F. Fabricate with required connection pieces.
- G. Expansion Provisions: Where lapped or bayonet-type expansion provisions in work cannot be used or would not be sufficiently water/weatherproof, form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with mastic sealant (concealed within joints).
- H. Form sections square, true and accurate in size, in maximum possible lengths and free of distortion or defects detrimental to appearance or performance. Allow for expansion joints.
- I. Slot all holes for fastening counter-flashing as necessary to allow for thermal expansion and contraction. Cover exposed holes with approved washers.
- J. Sealant Joints: Where movable, non-expansion type joints are indicated or required for proper performance of work, form metal to provide for proper installation of elastomeric sealant, in compliance with SMACNA standards.
- K. Separations: Provide for separation of metal from non-compatible metal or corrosive substrates by coating concealed surfaces at locations of contact, with bituminous coating or other permanent separation as recommended by manufacturer/fabricator.

- L. Closures: Provide shop-fabricated sheet metal closures for all termination and intersection conditions.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Verify roof openings, curbs, pipes, sleeves, ducts and/or vents through roof are solidly set and secure, roofing and base flashings installed, sealed and secure and reglets ready to receive work.
- B. Beginning installation means acceptance of existing conditions.

#### 3.2 PREPARATION

- A. Field measure site conditions before fabricating work.
- B. Apply bituminous protective backing on surfaces in contact with dissimilar materials.

#### 3.3 INSTALLATION REQUIREMENTS

- A. General: Except as otherwise indicated, comply with manufacturer's installation instructions and recommendations and with SMACNA "Architectural Sheet Metal Manual." Anchor units of work securely in place by methods indicated, providing for thermal expansion of metal units; conceal fasteners where possible, and set units true to line and level as indicated. Install work with laps, joints, and seams that will be permanently watertight and weatherproof.
- B. Underlayment: Where stainless steel or copper is to be installed directly on cementitious or wood substrates, install a 30-pound building felt and a course of polyethylene underlayment, or adhesive-backed membrane between the sheet metal and substrate.
- C. Flashings:
  - 1. Install and fasten continuous cleats to the substrate at spacing indicated on Drawing, but not more than 12 inches on center.
  - 2. Secure flashings in place using concealed fasteners. Use exposed fasteners only in locations approved by Consultant.
  - 3. Lock and seal all joints.
  - 4. Apply roof cement generously between metal flashings and felt flashings.
  - 5. Fit flashings tight in place, allowing for expansion/contraction along the length of flashings.
  - 6. Primer metal flanges to receive roof cement or cold-applied adhesive.
  - 7. Make corners square, surfaces true and straight in place and lines accurate to profiles.
  - 8. Where existing, utilize reglets to install counter-flashing.
  - 9. Install counter-flashing in reglets, either by snap-in seal arrangement or by welding in place for anchorage and filling reglet with elastomeric sealant.
  - 10. For edge flashing installation, fasten continuous cleat and metal edge to the substrate a maximum of 12 inches, on center.

11. Provide shop-fabricated transition pieces at all inside and outside corners, as well as all other discontinuities or transitions.
12. If existing conditions prevent the use of shop-fabricated transition pieces, field fabrication that meets the same quality as shop fabrication may be acceptable, but Consultant must approve all such fabrications in advance.
13. Provide ¼ inch gap between adjacent pieces of flashing to allow for expansion.
14. Install cover plates at joints.
15. Install closures at all discontinuities, terminations, and other locations where the flashings exhibit a void that can allow water infiltration.

D. Sheetmetal Flange Appurtenances:

1. After roof membrane installation, prime bottom side of metal flange and set in a bed of roof cement.
2. Mechanically fasten flange to underlying wood nailers, where applicable
3. Space nails 4 inches, on center, staggered.
4. Prime top surface of metal flange to receive strip-in membrane.

3.4 PROTECTION AND CLEANING

- A. Clean exposed metal surfaces, removing substances that might cause corrosion of metal or deterioration of finishes.
- B. Remove cold-applied adhesive deposits and other forms of contamination from finished surfaces.
- C. Replace roofing materials contaminated by cleaning solvents, oils, greases, etc.
- D. Provide surveillance and protection of flashings and sheet metal work during construction to ensure that Work will be without damage or deterioration, other than normal weathering, at the time of Substantial Completion.

END OF SECTION 076200

## SECTION 079200 – JOINT SEALANTS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 DESCRIPTION

- A. Provide all labor, materials, and equipment necessary to install new sealant as necessary for the proper execution of the specified work.

#### 1.3 PERFORMANCE REQUIREMENTS

- A. Provide elastomeric joint sealants that have been produced and installed to establish and to maintain watertight and airtight continuous seals without causing staining or deterioration of joint substrates.

#### 1.4 SUBMITTALS

- A. In accordance with the requirements of Section 013300 “Submittal Procedures”, submit a complete listing of all manufacturers, products, model numbers, and designs proposed for use in the Work of this Section.
- B. Maintain one copy all shop drawings, product data, and samples, manufacturer's specifications, recommendations, installation instructions, and maintenance data at the Project Site. At Project Closeout, turn over copy to the Consultant who will transmit to the Owner.

#### 1.5 QUALITY ASSURANCE

- A. **Installer Qualifications:** Engage an experienced Installer who has completed joint sealant applications similar in material, design, and extent to that indicated for Project that have resulted in construction with a record of successful in-service performance.
- B. **Single Source Responsibility for Joint Sealant Materials:** Obtain joint sealant materials from a single manufacturer for each different product required.

#### 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to Project site in original unopened containers or bundles with labels indicating manufacturer, product name and designation, color, expiration period for use, pot life, curing time, and mixing instructions for multi-component materials.

- B. Store and handle materials in compliance with manufacturer's recommendations to prevent their deterioration or damage due to moisture, high or low temperatures, contaminants, or other causes.

## 1.7 PROJECT CONDITIONS

- A. Environmental Conditions: Do not proceed with installation of joint sealants under the following conditions:
  - 1. When ambient and substrate temperature conditions are outside the limits permitted by joint sealant manufacturer.
  - 2. When ambient and substrate temperature conditions are outside the limits permitted by joint sealant manufacturer or below 40 degrees Fahrenheit.
  - 3. When joint substrates are wet.
- B. Joint Width Conditions: Do not proceed with installation of joint sealants where joint widths are less than or greater than that allowed by joint sealant manufacturer for application indicated.
- C. Joint Substrate Conditions: Do not proceed with installation of joint sealants until contaminants capable of interfering with their adhesion are removed from joint substrates.

## 1.8 SAMPLING AND TESTING

- A. Consultant may choose to have sealants tested for adhesion, cure, depth, and profile of sealant.
- B. Preliminary Field Test: Before commencing production work, at Consultant's request, conduct a field test to demonstrate the installation procedures to be used. This test shall be representative of the full scope of the Work described in this Section.
- C. Random Testing: After 7 days of each day's application, two test cuts may be made at random locations selected by Consultant. If one cut indicates insufficient adhesion, improper cure, or incorrect depth/profile, five additional cuts will be made. If two of the additional cuts indicate insufficient adhesion, improper cure, or incorrect depth/profile, remove that day's application of sealant, and reinstall the work at no additional cost to Owner.
- D. Re-seal test cuts.

## PART 2 - PRODUCTS

### 2.1 SEALANTS

- A. Metal to Masonry or Concrete Substrate: Multi-component non-sag polyurethane-based sealant; Type II, Class A, chemical curing; conforming to the requirements of ASTM C 920; for application in vertical joints; able to withstand movement of up to plus 25 percent of the joint width; uniform, homogeneous and free from lumps, skins and coarse particles when mixed; Shore "A" hardness of 15, minimum and 35, maximum; non-staining, non-bleeding; consisting of base, activator and color pack; such as BASF MasterSeal NP-2, or approved equivalent; standard color selected by Owner.

- B. Metal to Metal (Cover Plate or Lapped Joint Bedding Sealant Applications Only): Polyurethane-based, one-component, low-modulus elastomeric sealant, such as BASF MasterSeal NP-1, or approved equivalent; standard color selected by Owner.
- C. Masonry to Masonry: Silicone-based, one-component, low-modulus elastomeric sealant, such as Dow Corning 795 Silicone Building Sealant, or approved equivalent; standard color selected by Owner.

## 2.2 RELATED MATERIALS

- A. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant-backing materials, free of oily residues or other substances capable of staining or harming in any way joint substrates and adjacent nonporous surfaces and formulated to promote optimum adhesion of sealants with joint substrates.
- B. Urethane Sealant Primer: Non-staining primer, as recommended by sealant manufacturer to suit application.
- C. Silicone Sealant Primer: Dow Corning 1205 Prime Coat, or approved equivalent.
- D. Backer Rod: Round closed-cell polyurethane foam, compatible with sealant; oversized 25 percent of joint width as recommended by sealant manufacturer.
- E. Bond-Breaker Tape: Polyethylene tape or other plastic tape as recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint filler materials or joint surfaces at back of joint where such adhesion would result in sealant failure. Provide self-adhesive tape where applicable.
- F. Masking Tape: Non-staining, nonabsorbent, pressure-sensitive adhesive paper tape compatible with joint sealants and surfaces adjacent to joints.
- G. Vent Tubes: as recommended by sealant manufacturer.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, material compatibility, and other conditions affecting joint sealant performance. Do not proceed with installation of joint sealants until unsatisfactory conditions have been corrected.

### 3.2 PREPARATION FOR SEALANT APPLICATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with recommendations of joint sealant manufacturer and the following requirements:
  - 1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including existing sealant and backer rods, if applicable; dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
  - 2. Clean concrete, masonry, unglazed surfaces of ceramic tile, and similar porous joint substrate surfaces by brushing, grinding, blast cleaning, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining from above cleaning operations by vacuuming or blowing out joints with oil-free compressed air.
  - 3. Remove laitance and form release agents from concrete.
  - 4. Clean metal, glass, porcelain enamel, glazed surfaces of ceramic tile, and other nonporous surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants.
  - 5. Clean joint faces with specified joint cleaner.
- B. Joint Dimensions: Examine joint dimensions and size materials to achieve the required width/depth ratios. Report deficient conditions to Consultant for advice on corrective action. Do not proceed until Consultant has provided recommendations.
- C. Joint Priming: Prime joint substrates where indicated or where recommended by joint sealant manufacturer based on preconstruction joint sealant-substrate tests or prior experience. Apply primer to comply with joint sealant manufacturer's recommendations. Confine primers to areas of joint sealant bond; do not allow spillage or migration onto adjoining surfaces.
- D. Masking Tape: Use masking tape where required to prevent contact of sealant with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

### 3.3 INSTALLATION OF JOINT SEALANTS

- A. Installation of sealant implies that the installer has inspected and accepts the existing surface conditions.
- B. Remove no more existing sealant, where applicable, than can be cleaned and resealed the same day.
- C. General: Comply with joint sealant manufacturer's printed installation instructions applicable to products and applications indicated, except where more stringent requirements apply.
- D. Sealant Installation Standard: Comply with recommendations of ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- E. Installation of Sealant Backings: Install sealant backings to comply with the following requirements:

1. Use backer rod materials to achieve required joint depths and to provide support of sealants during application.
    - a. Do not leave gaps between ends of backer rod/joint-fillers.
    - b. Do not stretch, twist, puncture, or tear backer rod/joint-fillers.
    - c. Do not reuse existing joint-fillers/backer rods.
  2. Use bond breaker tape at the bottom of routed out channels and other locations to prevent three-sided adhesion where joint depth is not sufficient for use of backer rod.
- F. **Mixing of Sealants:** Thoroughly mix multi-component sealants to a uniform texture and color in strict conformance with the sealant manufacturer's written instructions. No mixing is required for single-component, cartridge-type sealants.
- G. **Installation of Sealants:** Install sealants by proven techniques that result in sealants directly contacting and fully wetting joint substrates, completely filling recesses provided for each joint configuration, and providing uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability. Install sealants at the same time sealant backings are installed.
- H. **Tooling of Non-sag Sealants:**
1. Immediately after sealant application and prior to time skinning or curing begins, tool sealants to form smooth, uniform beads of configuration indicated, to eliminate air pockets, embedded matter, ridges, and sags and to ensure contact and adhesion of sealant with sides of joint.
  2. Remove excess sealants from surfaces adjacent to joint.
  3. Tool sealants smooth and slightly concave. Wet or dry tool, as recommended by sealant manufacturer.
  4. Do not use tooling agents that discolor sealants or adjacent surfaces or are not approved by sealant manufacturer
  5. Apply sealants with appropriate equipment and pressure to ensure penetration of the sealant to required joint depth
  6. Use masking tape to protect adjacent surfaces of recessed tooled joints.
  7. After final tooling, do not disturb sealant by touching, washing or otherwise until sealant is fully cured.
  8. Remove masking materials and excess sealant immediately after tooling.
- 3.4 **CLEANING**
- A. Clean off excess sealants, sealant smears and glazing compound adjacent to joints as work progresses by methods and with cleaning materials approved by manufacturers of joint sealants and of products in which joints occur.
- 3.5 **PROTECTION**
- A. Protect joint sealants and glazing compound during and after curing period from contact with contaminating substances or from damage resulting from construction operations or other causes so that they are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately so that and installations with repaired areas are indistinguishable from original work.

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END OF SECTION 079200

## SECTION 099100 – PAINTING

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 DESCRIPTION

- A. Provide all labor, materials, and equipment necessary to properly prepare, prime and paint the existing metal roof-top appurtenances, power vents, etc.

#### 1.3 PERFORMANCE REQUIREMENTS

- A. “Paint” includes coating systems materials, primers, emulsions, stains, sealers and fillers, and other applied materials whether used as prime, intermediate, or finish coat.
  - 1. “Substrate” as used herein means the surface to which paint is to be applied. In the case of previously painted existing surfaces, substrate means the surface to which the existing paint was applied.

#### 1.4 SUBMITTALS

- A. In accordance with the requirements of Section 013300 “Submittal Procedures”, submit a complete listing of all manufacturers, products, model numbers, and designs proposed for use in the Work of this Section.
- B. Maintain one copy all shop drawings, product data, and samples, manufacturer's specifications, recommendations, installation instructions, and maintenance data at the Project Site. At Project Closeout, turn over copy to the Consultant who will transmit to the Owner.
- C. Submit only the items listed below to the Consultant for review in accordance with Conditions of the Contract and Division One sections.
- D. Manufacturer’s Product Data Sheets and Color Charts for specified products.

#### 1.5 QUALITY ASSURANCE

- A. Single Source Responsibility: Provide primers and undercoat paint produced by the same manufacturer as the finish coats.
- B. Qualifications of Painters: Use only qualified painters for the mixing and application of paint on exposed surfaces. No allowance will be made for lack of skill on the part of the painters in the acceptance or rejection of installed paint.

- C. Coordination of the Work: Coordinate the work of this sections with that of other sections.
- D. Material Quality: Provide the manufacturer' best quality paint material of the various coating types specified. Paint material containers not displaying manufacturer's product identification will not be acceptable.

## 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to the job site in the manufacturer's original, unopened packages and containers bearing manufacturer's name and label and the following information:
  - 1. Product name or title of material.
  - 2. Product description (generic classification or binder type).
  - 3. Federal Specification number, if applicable.
  - 4. Manufacturer's stock number and date of manufacture.
  - 5. Contents by volume, for pigment and vehicle constituents.
  - 6. Thinning instructions.
  - 7. Application instructions.
  - 8. Color name and number.
- B. Store materials not in use in tightly covered containers in a well-ventilated area at a minimum ambient temperature of 45 degrees Fahrenheit. Maintain containers used in storage in a clean condition, free of foreign materials and residue.
  - 1. Protect from freezing.
  - 2. Keep storage area neat and orderly.
  - 3. Remove oily rags and waste daily.
  - 4. Take necessary measures to ensure that workers and work areas are protected from fire and health hazards resulting from handling, mixing, and application.

## 1.7 PROJECT CONDITIONS

- A. Apply water-based paints only when the temperature of surfaces to be painted and surrounding air temperatures are between 50 degrees Fahrenheit and 90 degrees Fahrenheit.
- B. Apply solvent thinned paints only when the temperature of surfaces to be painted and surrounding air temperatures are between 45 degrees Fahrenheit and 95 degrees Fahrenheit.
- C. Do not apply paint in snow, rain, fog, or mist, when the relative humidity exceeds 85 percent, at temperatures less than 5 degrees Fahrenheit above the dew point, or to damp or wet surfaces.
  - 1. Painting may continue during inclement weather if surfaces and areas to be painted are enclosed and heated within temperature limits specified by the manufacturer during application and drying periods.

## PART 2 - PRODUCTS

### 2.1 GENERAL

- A. The use of lead-based paints will not be permitted on this project.

- B. Steel Substrate:
  - 1. Primer: Galvanized metal primer, such as Kelly-Moore 1772, Kel-guard, or approved equivalent.
  - 2. Paint: Full-glass acrylic enamel, such as Kelly-Moore 1780, or approved equivalent; color as selected by Owner.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine substrates and conditions under which painting will be performed for compliance with requirements for application of paint. Do not begin paint application until unsatisfactory conditions have been corrected.
  - 1. Start of painting will be construed as the Applicator's acceptance of surfaces and conditions within a particular area.

#### 3.2 PREPARATION

- A. General Procedures: Remove hardware and hardware accessories, plates, machined surfaces, lighting fixtures, and similar items in place that are not to be painted or provide surface applied protection prior to surface preparation and painting. Remove these items, if necessary, for complete painting of the items and adjacent surfaces. Following completion of painting operations in each space or area, have items reinstalled by workers skilled in the trades involved.
  - 1. Clean surfaces before applying paint or surface treatments. Remove rust, oil and grease prior to cleaning. Schedule cleaning and painting so that dust and other contaminants from the cleaning process will not fall on wet, newly painted surfaces.
- B. Surface Preparation: Clean and prepare surfaces to be painted in accordance with the manufacturer's instructions for each substrate condition and as specified.
  - 1. Provide barrier coats over incompatible primers and existing surfaces or remove and re-prime. Notify Consultant in writing of problems anticipated with using the specified finish coat material with substrates primed by others.
  - 2. Ferrous Metals: Clean nongalvanized ferrous metal surfaces that have not been shop coated; remove rust, oil, grease, dirt, loose mill scale, and other foreign substances. Use solvent or mechanical cleaning methods that comply with recommendations of the Steel Structures Painting Council.
    - a. Blast steel surfaces clean as recommended by the paint system manufacturer and in accordance with requirements of SSPC specification SSPC SP 10.
    - b. Treat bare and sandblasted or pickled clean metal with a metal treatment wash coat before priming.
    - c. Touch up bare areas and shop applied prime coats that have been damaged. Wire brush, clean with solvents recommended by the paint manufacturer, and touch up with the same primer as the shop coat.
- C. Materials Preparation: Carefully mix and prepare paint materials in accordance with manufacturer's directions.
  - 1. Maintain containers used in mixing and application of paint in a clean condition, free of foreign materials and residue.

2. Stir material before application to produce a mixture of uniform density; stir as required during application. Do not stir surface film into material. Remove film and, if necessary, strain material before using.
  3. Use only thinners approved by the paint manufacturer, and only within recommended limits.
- D. Tinting: Tint each undercoat a lighter shade to facilitate identification of each coat where multiple coats of the same material are applied. Tint undercoats to match the color of the finish coat but provide sufficient differences in shade of undercoats to distinguish each separate coat.

### 3.3 APPLICATION

- A. Apply paint in accordance with manufacturer's directions. Use applicators and techniques best suited for substrate and type of material being applied.
- B. Paint exposed surfaces, except where a surface or material is specifically indicated not to be painted or is to remain natural. Where an item or surface is not specifically mentioned, paint the same as similar adjacent materials or surfaces. If color or finish is not designated, the Consultant will select from standard colors or finishes available.
- C. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions detrimental to formation of a durable paint film.
1. Provide finish coats that are compatible with primers used.
  2. The number of coats and film thickness required is the same regardless of the application method. Do not apply succeeding coats until the previous coat has cured as recommended by the manufacturer. Sand between applications where sanding is required to produce an even smooth surface in accordance with the manufacturer's directions.
  3. Apply additional coats when undercoats or other conditions show through final coat of paint until paint film is of uniform finish, color, and appearance. Give special attention to ensure that surfaces, including edges, corners, crevices, welds, and exposed fasteners, receive a dry film thickness equivalent to that of flat surfaces.
  4. The term "exposed surfaces" includes areas visible when permanent or built in fixtures, convector covers, covers for finned tube radiation, grilles, and similar components are in place. Extend coatings in these areas as required to maintain the system integrity and provide desired protection.
  5. Sand lightly between each succeeding enamel coats.
  6. Omit primer on metal surfaces that have been shop primed and touch up painted.
- D. Scheduling Painting: Apply first coat to surfaces that have been cleaned, pretreated, or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration.
1. Allow sufficient time between successive coats to permit proper drying. Do not recoat until paint has dried to where it feels firm and does not deform or feel sticky under moderate thumb pressure and where application of another coat of paint does not cause lifting or loss of adhesion of the undercoat.
- E. Minimum Coating Thickness: Apply materials at not less than the manufacturer's recommended spreading rate. Provide a total dry film thickness of the entire system as recommended by the manufacturer.

- F. Prime Coats: Before application of finish coats, apply a prime coat of material as recommended by the manufacturer to material that is required to be painted or finished and has not been prime coated by others. Recoat primed and sealed surfaces where evidence of suction spots or unsealed areas in first coat appears, to assure a finish coat with no burn through or other defects due to insufficient sealing.
- G. Completed Work: Match approved samples for color, texture, and coverage. Remove, refinish, or repaint work not in compliance with specified requirements.

### 3.4 CLEANING

- A. Cleanup: At the end of each workday, remove empty cans, rags, rubbish, and other discarded paint materials from the site.
- B. Upon completion of painting, clean glass, and paint spattered surfaces. Remove spattered paint by washing and scraping, using care not to scratch or damage adjacent finished surfaces.

### 3.5 PROTECTION

- A. Protect work of other trades, whether to be painted or not, against damage by painting. Correct damage by cleaning, repairing, or replacing, and repainting, as acceptable to Consultant.
- B. Provide "wet paint" signs to protect newly painted finishes. Remove temporary protective wrappings provided by others for protection of their work after completion of painting operations.
  - 1. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

END OF SECTION 099100