Invitation to Bid (ITB) FM52311

D5 – Pocatello HQ Roof Replacements

IDAHO TRANSPORTATION DEPARTMENT

District 5
5151 South 5th Avenue
Pocatello, ID 83204

Date of Issuance: October 2022

Administrative Information

ITB Title:	D5 Pocatello HQ Roof Replacements
ITB Project Description:	The project consists of complete roof replacement of the Supply/Shop building (B5002), District 5 Annex Building (B5005), and Service Station (B5003) Buildings located at the ITD District 5 Headquarters in Pocatello, ID.
ITB Lead:	Megan Vaudrin, Facilities Management Contracting Officer Idaho Transportation Department 11331 W Chinden Blvd., Bld. 8 Boise, Idaho 83714 E-mail: megan.vaudrin@itd.idaho.gov Phone: (208) 334-8606
Submit sealed bid: BIDS MUST BE RECEIVED AT THE PHYSICAL ADDRESS DESIGNATED FOR COURIER SERVICE AND TIME/DATE STAMPED BY ITD PRIOR TO THE CLOSING DATE AND TIME.	Address for Couriers/Physical Address 11331 W Chinden Blvd., Bld. 8 Boise, Idaho 83714 Mailing Address PO Box 11 Boise, Idaho 83707
Pre-Bid Conference: Pre-Bid Conference Location:	2:00 p.m. (MT) on November 10, 2022 Idaho Transportation Department 5151 South 5th Ave Pocatello, Idaho 83204
Deadline To Receive Questions:	4:00 p.m. (MT) on November 11, 2022
ITB Closing Date:	2:29:59 p.m. (MT) on November 17, 2022
ITB Opening Date:	2:40 p.m. (MT) on November 17, 2022 Idaho Transportation Dept. 11331 W Chinden Blvd., Bld. 8 Boise, Idaho 83714
Initial Term of Contract and Renewals (service completion):	The service performed under the contract will begin upon ITD's written Notice to Proceed must be completed within **(180) days.**

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ADVERTISEMENT FOR BIDS

In accordance with Idaho Code 67-5711, The Idaho Transportation Department will accept sealed bids for Project # **FM52311 D5 Pocatello HQ Roof Replacements.** Bids packets will be accepted at the Idaho Transportation Department at 11331 W Chinden Blvd., Bld. 8, Boise, Idaho 83714, **until 2:29:59 p.m. local time on November 17, 2022** according to the Bid Package Schedule deadline. A public bid opening will be held at the Idaho Transportation Department following the closing time for receipt of bids. Bidders and other interested parties are invited to be present at bid opening.

A description of the work of this project can be summarized to include complete roof replacement of the Supply/Shop building (B5002), District 5 Annex Building (B5005), and Service Station (B5003) Buildings located at the ITD District 5 Headquarters in Pocatello, ID. Work includes removal of the existing roof system down to the existing structural concrete "T" roof deck and replacement with new fully adhered single-ply roofing membrane over 6" of new rigid insulation on all (3) buildings. Roof replacements include new flashings, gutters, downspouts, drains, and miscellaneous roofing accessories to provide complete roof systems on the buildings.

The Invitation to Bid package can be found at the following address: http://itd.idaho.gov/business/ "Facility Bids" tab.

Idaho Transportation Department, 11331 W Chinden Blvd. Bld. 8, Boise, ID 83714 (208) 334-8606
Associated General Contractors, 1649 W Shoreline Dr., Ste. 100, Boise, ID 83702 (208) 344-2531
https://www.idahoagc.org/plan-room

A pre-bid conference will be held on November 10, 2022 at 2:00 PM at 5151 South 5th Ave, Pocatello, Idaho 83204. Bidders are encouraged to attend.

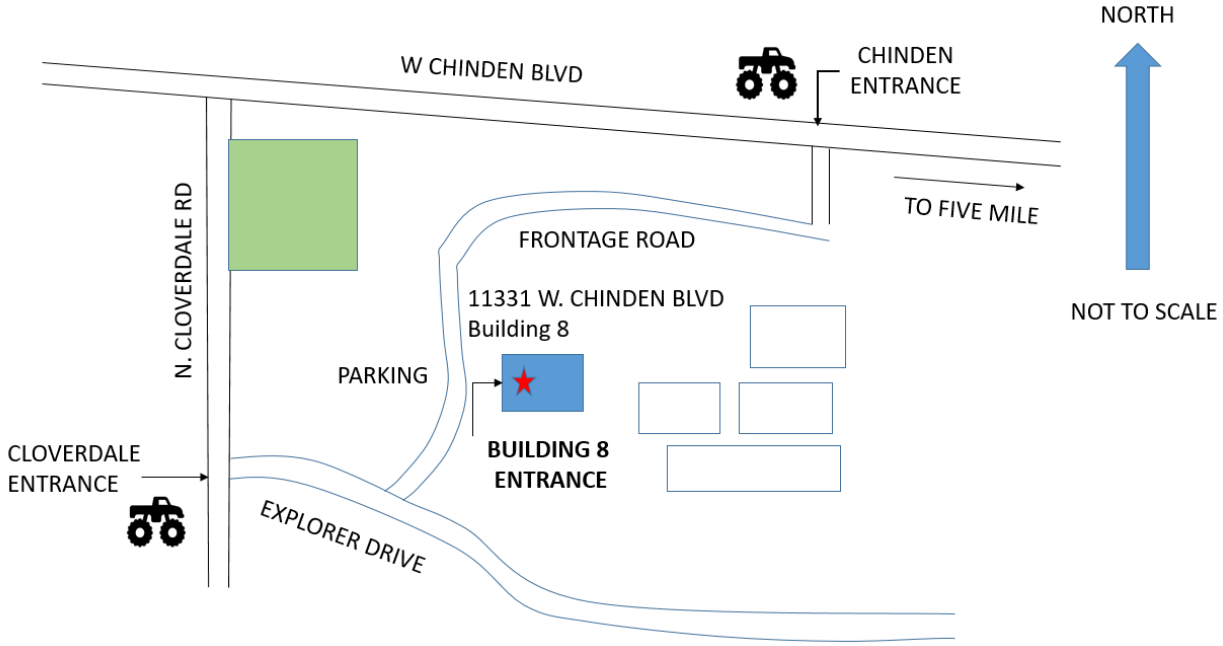
A bid bond or a certified or cashier's check in the amount of 5% of the total bid, including add alternates, is required.

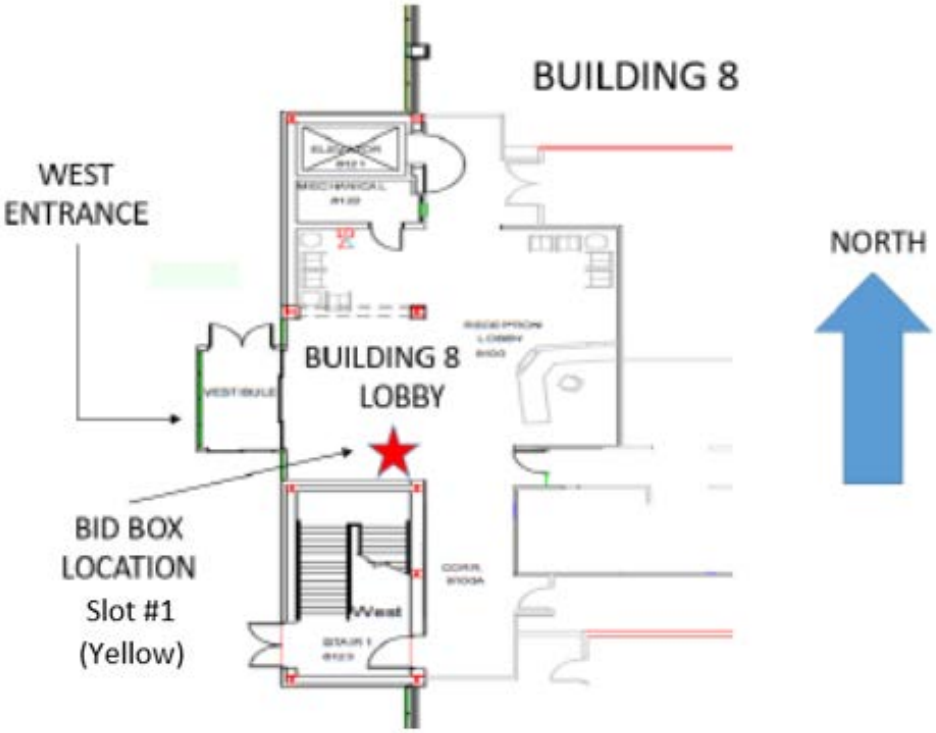
A Public Works Contractors License for the State of Idaho is required to bid on this work.

BID BOX AND BID OPENING

RELOCATION TO NEW CAMPUS

EFFECTIVE JUNE 15, 2022 THE ITD BID BOXES AND BID OPENINGS WILL BE LOCATED AT THE STATE OF IDAHO CHINDEN CAMPUS, 11331 W. CHINDEN BLVD., BUILDING #8, BOISE, ID 83714. BID DOCUMENTS MUST BE DELIVERED TO THE NEW LOCATION (SEE BELOW).





EFFECTIVE JUNE 15TH:

<u>BID BOX LOCATION</u>: 11331 W. CHINDEN BLVD, BUILDING #8, WEST LOBBY SLOT #1 (YELLOW) **"FACILITIES SEALED BIDS"**

<u>USPS DELIVERY ADDRESS</u>: IDAHO TRANSPORTATION DEPARTMENT, ATTN: ITD FACILITY MANAGMENT, PO BOX 11, BOISE, ID 83707-0040

<u>FEDEX/UPS/DHL DELIVERY ADDRESS</u>: IDAHO TRANSPORTATION DEPARTMENT, ATTN: ITD FACILITY MANAGMENT, 11331 W. CHINDEN BLVD, BUILDING #8, BOISE, ID 83714

<u>BID OPENINGS:</u> 11331 W. CHINDEN BLVD, BUILDING #8,
- CONFERENCE ROOM TO BE DETERMINED

NOTE: IT IS RECOMMENDED THAT USPS MAIL AND FEDEX/UPS DELIVERIES BE RECEIVED AT THE ABOVE LOCATIONS AT LEAST 1 DAY PRIOR TO BID OPENING TO AVOID MISSING THE BID OPENING.

**IF YOU ADDRESS YOUR BIDS TO THE OLD ADDRESS, YOUR BID MAY NOT BE RECEIVED IN TIME FOR THE BID OPENING AND MAY BE DEEMED NON-RESPONSIVE. **

INSTRUCTIONS TO BIDDERS

GENERAL PROVISIONS

DEFINITIONS: Capitalized terms used in these Instructions to Bidders ("Instructions") shall have the meaning given to them in the Idaho Transportation Department's Fixed Price Construction Contract Between Owner and Contractor.

HEADINGS: Headings used in these Instructions are for convenience only.

REJECTION OF BIDS, WAIVER OF INFORMALITIES OR CANCELLATION: Prior to the effective date of a contract, the ITD Facility Program Manager of the Idaho Transportation Department shall have the right to accept or reject all bids, to waive any minor deviations/informalities or to cancel the bid.

CONTRACT TIME: The proposed scope of work is estimated to take no more than 180 consecutive calendar days. The contract time shall be 180 consecutive days unless modified by addendum. The owner reserves the right to modify contract time during contract negotiations if proper and reasonable evidence for contract modification has been presented to the owner. Proper and reasonable evidence may be material procurement delays, or anticipated weather delays. No other reasonable evidence may be accepted for contract time extension will be accepted, unless in the best interest of the Idaho Transportation Department.

LIQUIDATED DAMAGES: Liquidated damages of $500.00 per day will be accessed if a contracted general contractor (prime) cannot perform the proposed scope of work within the listed contract time. The liquidated damages is based upon the owners inability to use the project site for future construction / use. The amount is based upon the anticipated cost incurred due to such delay.

BID RECIEPT DATE: All bid packets are to be received at the Idaho Transportation Department (ITD) (11331 W Chinden Blvd., Bld. 8, Boise, Idaho 83714,) in Boise, Idaho on or before 2:30 p.m. (MT) on Thursday, November 17th, 2022. Late bids will be rejected and considered invalid. It is the responsibility of the bidder to confirm receipt of bid prior to the bid date. Delays due to mail, traffic, unable to find the address, or delivery to the wrong address will not be reasons for acceptance. Contractor will be responsible for determining the exact location of bid receipt. Bids delivered to any other address or ITD office other than the one stated is not acceptable, and the bid will be determined as a non-conforming bid. Bids cannot be emailed. Bids will only be received in physical form by hand delivery, delivery service, or mail service. Bidder to note the bids due date time is Mountain Time Zone which is the local time in Boise, Idaho; even though the project site is in Pacific Time Zone.

BID OPENING DATE: Idaho Transportation Department will open acceptable bids on Thursday, November 17th, 2022, at 2:40 p.m. (MT). at the Idaho Transportation Department Headquarters (11331 W Chinden Blvd., Bld. 8, Boise, Idaho 83714,).

ADVERTISEMENT FOR BID: The advertisement for bid will be posted on Wednesday November 2nd and Wednesday November 9th, 2022 in the Idaho State Journal.

BID DOCUMENT LOCATION: The bid documents can be found at Idaho Transportation Departments Digital Plan Room at the following address HTTP://ITD.Idaho.gov/business/ "Facility Bids" Tab. All bid documents including project manual, project documents, and addendums will be posted to this plan room under the project name & number. Bid results will be posted to this location as well. The responsibility is on the bidder to use a complete set of bid documents to prepare its bid and neither the Owner nor the Architect and or Owner shall incur any liability for the bidder's failure to do so. Bidders obtain no ownership interest or any use rights, except to use in preparation of their bid, by issuance of the bid documents.

ORAL INFORMATION: Questions concerning a bid must be directed in writing to the designated Design Professional (architect or engineer) no less than ten (10) calendar days before bids are due unless provided otherwise via an addendum. Oral information is not binding and any reliance by a bidder on any oral information or representation is at the bidder's sole risk. Any information given a prospective bidder in response to a written

question will be provided to all prospective bidders by an addendum, if such information is necessary for purposes of submitting a bid or if failure to give such information would be prejudicial to uninformed bidders.

PUBLIC RECORDS: The Idaho Public Records Law, Title 74, Chapter 1, Idaho Code, allows the open inspection and copying of public records. Public records include any writing containing information relating to the conduct or administration of the public's business prepared, owned, used or retained by a State or local agency regardless of the physical form or character. Unless exempted by the Public Records Law, your bid will be a public record subject to disclosure under the Public Records Law. Any questions regarding the applicability of the Public Records Law should be addressed to your legal counsel prior to submission.

FORM OF AGREEMENT: Unless otherwise specified in the bid documents, the agreement between the successful bidder and the Owner ("State of Idaho") shall be the Idaho Transportation Department's Fixed Price Construction Contract between Owner and Contractor.

PRE-BID CONFERENCE: An on-site pre-bid conference will be provided on Thursday, November 10th, 2022, at 2:00 pm for site review, questions, and answers about the project. Attendance is not mandatory, but strongly encouraged for bidders to understand the site and scope of the project. Failure to account for all subjects observed and discussed at the pre-bid meeting will not be a cause for a change order. If a bidder cannot attend the pre-bid conference it is encouraged to visit the site on their own time to get firsthand knowledge of the existing field conditions, topography, and constraints. The site is open to the public. The bid documents are meant to show the project intent and are not meant to be a comprehensive representation of the existing site conditions and application of design intent.

PERFORMANCE AND PAYMENT BONDS: A performance bond and payment bond are required for this Project, each in an amount of not less than one hundred percent (100%) of the Contract Price. The performance and payment bonds shall be AIA Document A312, 1984 or the most recent Edition, or a standard surety form certified approved to be the same as the AIA A312 form and shall be executed by a surety or sureties reasonably acceptable to the Owner and authorized to do business in the State of Idaho. Bonds must be provided within ten (10) calendar days following receipt of a Notice of Intent to Award.

BID SUBMISSION PROCESS

BID DOCUMENTS: The bid documents are available from the Design Professional or as provided in the Invitation to Bid or advertisement for bids. The responsibility is on the bidder to use a complete set of bid documents to prepare its bid and neither the Owner nor the Design Professional shall incur any liability for the bidder's failure to do so. Bidders obtain no ownership interest or any use rights, except to use in preparation of their bid, by issuance of the bid documents.

Bidders and Sub-bidders shall field verify all dimensions pertaining to the Work and shall be responsible for the determination of all quantities of materials required for the completion of the Work. The bidder shall not rely on the scale drawings of the Bidding Documents in his determination of required materials quantities. No allowance shall be made for Bidder's failure to field-verify dimensions.

If a deposit is required, the deposit will be returned to a bidder returning the complete bid documents in good condition no more than twenty (20) days after a Notice of Intent is issued and the amount of any deposit returned may be reduced if the bid documents returned are not complete or are damaged. A bidder awarded a Contract may also keep the bid documents and any deposit will be returned.

ADDENDA: In the event it becomes necessary to revise any part of the bid documents, addenda will be issued. Information given to one bidder will be available to all other bidders if such information is necessary for purposes of submitting a bid or if failure to give such information would be prejudicial to uninformed bidders. It is the bidder's responsibility to check for addenda prior to submitting a bid. A bidder is required to acknowledge receipt of all addenda by identifying the addenda numbers in the space provided on the bid proposal form. Failure to do so may result in the bid being declared non-responsive. No addenda will be issued less than four (4) calendar days before the closing date unless the bid closing date is extended.

REVIEW: It is the bidder's responsibility to review the bid documents and compare them as needed, including with regard to any other work that is or may be under construction that might affect the bidder or its work, to examine the site and local conditions and to report, in writing, any questions, errors, inconsistencies or ambiguities to the Design Professional.

All manufacturers of roofing systems, including those specifically named or listed as "approved" in the specifications, as well as those not specifically named or listed as "approved" shall submit to the Architect a fully executed MANUFACTURER'S CERTIFICATION from the manufacturer's authorized representative certifying that the manufacturer's representative has received the bidding documents for the project, that required guarantees can and will be issued for the specific installation, and that all specifications and detail as written and as shown are appropriate or that alternate specifications and/or details enclosed with the signed statement must be used, noting all exceptions, and listing approved applicators. THIS COMPLETED FORM SHALL BE RECEIVED BY THE ARCHITECT NO LATER THAN SEVEN (7) DAYS PRIOR TO THE DATE FOR RECEIPT OF BIDS.

THE MANUFACTURER'S CERTIFICATION FORM included in the Project Manual following these Instructions to Bidders shall be used for this purpose. Additional copies of this form may be obtained from the Architect.

The Roofing Manufacturer shall include all information required to complete the form.

PRODUCTS SPECIFIED AND PROPOSED SUBSTITUTIONS: Materials, products or equipment, if specified by name or manufacturer, establish the standard of quality required and that must be met by any proposed substitution. Requests for substitutions must be made in writing to the Design Professional no less than ten (10) calendar days prior to the bid closing unless provided otherwise via an addendum. Such requests must provide detailed information to allow the Design Professional to determine if the proposed substitution is acceptable, including drawings or performance or test data and a detailed statement of how the substitution would change any other part of the Work. It is the bidder's obligation to satisfy this requirement and the Design Professional's decision shall be final. To be allowed, substitutions must be approved in an addendum to the bid documents.

All requests for approval of roofing materials not specifically named or listed as "approved" in the specifications shall be accompanied by a fully executed ROOFING MATERIALS SUBSTITUTION REQUEST FORM from the manufacturer. THIS COMPLETED FORM SHALL BE RECEIVED BY THE ARCHITECT NO LATER THAN TEN (10) DAYS PRIOR TO THE DATE FOR RECEIPT OF BIDS.

The ROOFING MATERIALS SUBSTITUTION REQUEST FORM included in the Project Manual following these Instructions to Bidders shall be used for this purpose. Additional copies of this FORM may be obtained from the Architect.

BID FORM: Bids must be submitted on the bid proposal forms, or copies of forms, furnished by the Owner or the design professional. Bids submitted must contain all original signatures in ink on the following forms:

- Bid Proposal Form
- Contractor's Affidavit Concerning Alcohol and Drug-Free Workplace
- Bidder's Acknowledgment Statement
- Bid Bond (bid security)

The person signing the Bid Proposal Form must initial any and all changes appearing on any of the bid forms. If the bidder is a corporation or other legal entity, the bid forms must be signed by an authorized designee. Oral, telephonic, telegraphic, facsimile or other electronically transmitted bid forms and/or signatures will not be considered.

BID PRICES: The bid form may require bidders to submit bid prices for one (1) or more items on various bases, including lump sum base bid, lump sum bid alternate prices, unit prices or any combination thereof. Bid amounts shall be expressed in words and numbers. The amount in words shall prevail if there is a discrepancy.

ALTERNATES: If the solicitation includes alternate bid items or unit prices, failure to bid on the alternates or unit prices may disqualify the bid. If bidding on an alternate does not change the base bid, indicate by "No Change." If bidding on all items is not required by the Contract Documents, bidders must affirmatively indicate that they are not bidding on those items.

TIME FOR SUBMISSION: Bids must be submitted on or before the time specified in the advertisement for bids. Any bid submitted late will be rejected.

SEALED ENVELOPE: Bids shall be submitted in a sealed envelope with the following clearly printed on the outside of the envelope: the Project number and Project name; the name and address of the bidder; and a statement, such as "BID ENCLOSED" to indicate that it is a bid.

MAILED BIDS: When bids are mailed or shipped, the sealed envelope containing the bid shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof. If mailed, the mailing envelope shall be addressed as follows:

Idaho Transportation Department
Megan Vaudrin/Facility Management
11331 W Chinden Blvd., Bld. 8
Boise, Idaho 83714

It is the bidder's responsibility to ensure that its bid is delivered to the place designated for receipt on or before the specified closing time. The Owner assumes no responsibility for delays in the delivery of mail by the U.S. Post Office or private couriers. Bidders should be advised the intra-state mail system may increase delivery time from arrival at Central Postal to the place designated for receipt and should plan accordingly. **LATE SUBMISSIONS WILL BE REJECTED, WILL NOT BE OPENED AND WILL BE RETURNED TO THE BIDDER. NO DEVIATIONS WILL BE ALLOWED.**

BID CLOSING DECLARED: Immediately prior to the bid opening, the Owner's representative will declare the official bid closing. Any part of a bid not received prior to the bid closing declared by the designated representative will not be considered and will be returned to the bidder unopened. All bids shall be taken under advisement.

DRUG-FREE WORKPLACE: Along with its bid, the bidder shall submit an affidavit certifying compliance with Title 72, Chapter 17, Idaho Code, requiring the Contractor and its subcontractors at the time of bid to provide a drug-free workplace program and to maintain such program throughout the duration of the Contract. The form of affidavit is attached.

ILLEGAL ALIENS: Bidder shall warrant that the bidder does not knowingly hire or engage any illegal aliens or persons not authorized to work in the United States; bidder shall take steps to verify that it does not hire or engage any illegal aliens or persons not authorized to work in the United States; and that any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and shall be cause for the imposition of monetary penalties and/or termination of any Contract resulting from this bid.

LEGAL RESIDENCY REQUIREMENT: By submitting a bid, the bidder attests, under penalty of perjury, that he (the bidder) is a United States citizen or legal permanent resident or that it is otherwise lawfully present in the United States pursuant to federal law. Prior to being issued a contract, the bidder will be required to submit proof of lawful presence in the United States in accordance with §67-7903, Idaho Code.

BIDDER'S ACKNOWLEDGEMENT STATEMENT: The attached Bidder's Acknowledgement Statement must be completed and included or the bid may be found non-responsive.

PUBLIC WORKS CONTRACTOR'S LICENSE: This Project is not financed in whole or in part by federal funds. Bids will be accepted from those Contractors only (prime contractors, subcontractors and/or specialty contractors) who, prior to the bid opening, hold current licenses as public works contractors in the State of Idaho.

IDAHO PREFERENCE LAW: Section 67-2348, Idaho Code, requires the Idaho Transportation Department to apply a preference in determining which Contractor submitted the lowest responsible bid. If the Contractor who submitted the lowest dollar bid is domiciled in a state with a preference law that penalizes Idaho domiciled contractors, the Idaho Transportation Department must apply the preference law (percentage amount) of that domiciliary state to that Contractor's bid.

BID SECURITY

AMOUNT AND FORM OF SECURITY: To be considered, bids must be accompanied by an acceptable bid security in an amount not less than five percent (5%) of the total amount of the bid, including additive alternates. The security may be in the form of a bond or a certified or cashier's check. A standard surety bid bond form meeting all the conditions of AIA Document A310 is acceptable and, if used, must include a certified and current copy of the power of attorney if the bond is executed by the attorney-in-fact on behalf of the surety.

FORFEITURE: A successful bidder who fails to sign the Contract for the Work or furnish the required bonds within ten (10) calendar days following the receipt of notice of intent to award a Contract is subject to forfeiture in accordance with Section 54-1904E, Idaho Code.

RETENTION OF SECURITY: Bid security shall be retained for no more than forty-five (45) calendar days after the opening of bids, so long as the bidder has not been notified of the acceptance of the bid.

BID WITHDRAWAL

PRIOR TO BID CLOSING: If a bid has been submitted, it may be withdrawn in person by a bidder's authorized representative before the opening of the bids. A bidder's representative will be required to show identification and sign on a bid summary sheet before it will be released. After bid closing, no bid may be withdrawn except in strict accordance with these Instructions or applicable law.

BID MODIFICATION

PRIOR TO BID CLOSING: If a bid has been submitted, it may be modified by the submission of a written document contained in a separate sealed envelope marked "Bid Modification from [Name of Bidder] for ITD Project No: FM52311, D5 Pocatello HQ Roof Replacements." **THE DOCUMENT MODIFYING THE BID MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF THE SUBMITTING BIDDER. THE IDAHO TRANSPORTATION DEPARTMENT RESERVES THE RIGHT TO REQUIRE PRESENTATION OF EVIDENCE SATISFACTORY TO IT TO ESTABLISH THE AUTHORITY TO ACT ON BEHALF OF THE SUBMITTING BIDDER. NO OTHER FORM OF MODIFICATION (INCLUDING TELEPHONE, FACSIMILE OR ELECTRONIC MAIL) WILL BE ACCEPTED. AFTER BID CLOSING, NO BID MAY BE MODIFIED EXCEPT IN STRICT ACCORDANCE WITH THESE INSTRUCTIONS OR APPLICABLE LAW.**

RELIEF FROM BIDS

CONDITIONS FOR RELIEF: Relief from bids is subject to Sections 54-1904B through 54-1904E, Idaho Code. In the event a bidder discovers a mistake in its bid following the bid opening and wishes to withdraw its bid, the bidder shall establish to the satisfaction of the Owner, pursuant to Section 54-1904C, Idaho Code, that a clerical or mathematical mistake was made; the bidder gave the public entity (Owner) written notice within five (5) calendar days after the opening of the bid of the mistake, specifying in the notice in detail how the mistake occurred; and the mistake was material.

DETERMINATION: If the Owner determines that the bidder has satisfied the requirements of Section 54-1904C, Idaho Code, to entitle it to relief from a bid because of a mistake, it shall prepare a report in writing to document the facts establishing the existence of each required element. The report shall be available for inspection as a public record and shall be filed with the public entity soliciting bids. A bidder claiming a mistake and satisfying all

the required conditions of Section 54-1904C, Idaho Code, shall be entitled to relief from the bid and have any bid security returned by the Owner. Bidders not satisfying the conditions of Section 54-1904C, Idaho Code shall be subject to forfeiture in accordance with Section 54-1904B, Idaho Code. A bidder who claims a mistake or who forfeits its bid security shall be prohibited from participating in any re-bidding of that project on which the mistake was claimed or security forfeited and the Owner may award the Contract to the next lowest responsive and responsible bidder.

BIDDER'S REPRESENTATIONS

REPRESENTATIONS UPON SUBMITTING A BID: By submitting its bid, a bidder represents and warrants the following:

1. The person signing the bid is authorized to bind the bidder;
2. It has all required licenses, permits or other authorizations necessary to submit its bid;
3. It has taken steps necessary to ascertain the nature and location of the Work and has investigated and satisfied itself as to the general and local conditions which can affect the Work or its cost, including but not limited to: (i) conditions bearing upon transportation, disposal, handling and storage of materials; (ii) the availability of labor, water, natural gas, electric power and roads; (iii) uncertainties of weather, river stages or similar physical conditions at the site; (iv) the conformation and conditions of the ground; and (v) the character of equipment and facilities needed preliminary to and during the Work;
4. It has satisfied itself as to character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including exploratory work done by the Owner as well as from the drawings and specifications provided as part of the bid package, and that any failure of the bidder to take such actions will not relieve the bidder from responsibility for estimating properly the difficulty and cost of successfully performing the Work;
5. It has received, read and reviewed the Contract, has submitted any questions in writing regarding the same and has received an answer to such questions;
6. Its bid is based upon the requirements of the Contract without exception;
7. It is in compliance with Title 72, Chapter 17, Idaho Code, regarding a drug-free workplace and has included the required affidavit regarding the same;
8. Its bid is in compliance with employment of persons authorized to work in the United States;
9. It will retain bid security and hold and honor all base bid prices for forty-five (45) calendar days from the date of bid opening, and cannot be withdrawn after the bid opening;
10. Its bid prices shown for each item on the bid proposal form include all labor, material, equipment, overhead and compensation to complete all of the Work for that item; and
11. It has included in its bid amount Idaho sales and/or use taxes on all materials and equipment and all other taxes imposed by law.

BID AWARD

AWARD METHOD: Public works construction contracts for the State of Idaho are awarded to the "lowest responsible and responsive bidder." The low bidder, for purposes of award, shall be the responsible and responsive bidder offering the low aggregate amount for the base bid item, plus any additive or deductive bid alternates selected by the Owner, and within funds available as determined by the Owner. Award is also subject to the requirements of Idaho Code, including without limitation: Title 67, Chapter 57; Title 67, Chapter 23; Title 54, Chapter 19; and Title 44, Chapter 10. It is the bidder's responsibility to conform to **ALL** applicable federal, state and local statutes or other applicable legal requirements. The information provided herein is intended to assist bidders in meeting applicable requirements but is not exhaustive and the Owner will not be responsible for any failure by any bidder to meet applicable requirements.

DETERMINATION OF RESPONSIBILITY: The Owner reserves the right to make reasonable inquiry about or from the submitting bidder or from third parties to determine the responsibility of a submitting bidder. Such inquiry may include, but not be limited to, inquiry regarding experience and expertise related to the Project, manpower and other resources, financial stability, credit ratings, references, potential subcontractors and past performance.

The unreasonable failure of a submitting bidder to promptly supply any requested information may result in a finding of non-responsibility.

NOTICE OF EFFECTIVENESS: No Contract is effective until the authorized Owner's official has signed the Contract and the Notice to Proceed has been issued. The bidder shall not provide any goods or render services until the Contract has been signed by the Administrator of the Idaho Transportation Department and the Contract has become effective. Furthermore, the Owner is in no way responsible for reimbursing the bidder for goods provided or services rendered prior to the signature of the authorized Division of Public Work's official and the arrival of the Notice to Proceed.

INCURRING COSTS: The Owner is not liable for any cost incurred by bidders prior to the Notice to Proceed.

PRIOR ACCEPTANCE OF DEFECTIVE BIDS OR PROPOSALS: The Owner generally will not completely review or analyze bids that appear to fail to comply with the requirements of the bid documents, nor will the Owner generally investigate the references or qualifications of those who submit such bids. Therefore, any acknowledgment that the selection is complete shall not operate as a representation by the Owner that an unsuccessful bid was responsive, complete, sufficient or lawful in any respect.

POST-AWARD SUBMITTALS: Upon receipt of a Notice of Intent to Award, the apparent low responsive and responsible bidder shall provide documentation required in such Notice. Such Notice of Intent to Award shall generally require the bidder to return to the Owner, within ten (10) days of receipt, a signed Contract, all required bonds, proof of insurance and documentation required by the Idaho State Tax Commission (report and affidavit).

OWNER'S RIGHT TO REJECT: Prior to execution of the Contract, the Owner or Design Professional shall provide written notice of any reasonable objection to any person or entity proposed by the bidder. Upon receipt of such notice, the bidder may withdraw its bid, without forfeiture, or propose a substitute and identify any change in any bid amount caused by such substitution. The Owner may accept or reject the substitution or the adjusted price. If the Owner rejects the substitution or the adjusted price, it will return the bidder's bid guarantee.

BUILDING PERMIT

BUILDING PERMIT FEE: Building permit fees are to be included in the project bid cost. The contractor is responsible for all permits. The only Permitting Jurisdiction for this project is: The State of Idaho Division of Building Safety (DBS). The owner has submitted the project to DBS and the plan check fee has been paid. It is the contractor's responsibility to include the cost in the bid to pick up and pay for all building permit fees, including, building, electrical, and site disturbance.

PROPERTY INSURANCE

"ALL RISK" BUILDERS INSURANCE: The contractor shall include in their bid costs a Builders "All-risk" Insurance policy. The policy is to be held by the General Contractor with the owner and the property listed as additionally insured. The policy shall be in place for the duration of the project.

MATERIAL COST INCREASE & MATERIAL SCHEDULE DELAYS

MATERIAL DELAYS: Delays as a result of unavoidable production or delivery times shall be cause for contract time extensions. Contract price will not be adjusted because of delayed material delivery. To extend the contract time, contractor shall submit documentation from the manufacture as proof of material lead times. Such documentation shall include but not be limited to, order receipt & confirmation with date, confirmation of shipment date, receipt of material receival.

MATERIAL PRICES: Material price increases because of unavoidable vendor supply cost increases shall be cause for contract amount increases. Contractor must prove to the owner that a material price had increased out of their control between the time of bid and the time of ordering the material. Evidence of such increases must be

submitted to the owner and shall include but not limited to the following: original vendor bid with a date of on or before date of bid, order information with material cost at the time of ordering.

END OF INSTRUCTIONS

MANUFACTURER'S CERTIFICATION

The undersigned roofing manufacturer hereby certifies that he has reviewed the drawings, specifications and conditions of the site and the terms of the roofing guarantee included in the specification and find them acceptable, and if the manufacturer's materials are installed on the project in accordance with the drawings and specifications and upon inspection by the manufacturer's technical representative, manufacturer will issue the guarantee in the form specified.

DATED THIS _____ DAY OF _____ 20____

_____
(MANUFACTURER)

_____
(AUTHORIZED REPRESENTATIVE)

EXCEPTIONS: Subject to the following exceptions and or modification, (attach any details or added verbiage that is required) the undersigned roofing manufacturer will certify to the conditions stated above:

_____
_____
_____
_____
_____

DATED THIS_____ Day of _____ 20_____

_____
(MANUFACTURER)

_____
(AUTHORIZED REPRESENTATIVE)

APPROVED APPLICATORS: The following roofing contractors are approved applicators of the roofing system specified (or approved) and as manufactured by the above named manufacturer:

NAME	ADDRESS

ROOFING MATERIALS SUBSTITUTION REQUEST FORM

(Submit not less than ten (10) days prior to bid date)

DPW Project No. _____

_____

_____

_____

TO: (Architect)

We hereby submit for your consideration the following products in lieu of those specified for the above referenced project:

MATERIAL	SPECIFIED	PROPOSED SUBSTITUTION
Vapor Barrier	_____	_____
Roof Insulation	_____	_____
Roofing Membrane	_____	_____
Surfacing	_____	_____

Description of Proposed Components:_____

_____

_____

_____

_____

_____

_____

Differences between specified and proposed components including type of insulation, method of anchoring, details, surfacing, application methods, etc. _____

_____

_____

_____

_____

Attach complete technical data, including manufacturer's published specifications, standard details, laboratory tests and certifications, material samples and similar information to fully describe the products and methods of application.

If changes are required in specifications, drawings or details, provide revised specifications and details for consideration.

Answer the following:

1. Does proposed substitution affect details or dimensions shown on the drawings?
   _____YES _____NO

2. Will proposed substitution meet specified Underwriters Laboratory and ICBO ratings?
   _____YES _____NO

3. Is insulation and roofing method of attachment listed with Factory Mutual against wind loss?
   _____YES _____NO

4. Are all components of the roofing system (vapor barrier, insulation, fasteners, membrane components, flashings and surfacing) manufactured by or acceptable to the roofing manufacturer?
   _____YES _____NO

5. Will the manufacturer's authorized representative sign the Manufacturer's Certification included in the specification?
   _____YES _____NO

The undersigned manufacturer's representative states that the above information is true and correct, and that the proposed materials function, appearance and quality are equivalent or superior to the specified materials.

_____
(Manufacturer)

_____
(Manufacturer's Representative)

_____
(Address)

_____
(Signature)

_____
(Date)

END OF ROOFING MATERIALS SUBSTITUTION REQUEST FORM

BID PROPOSAL

TO: STATE OF IDAHO

IDAHO TRANSPORTATION DEPARTMENT

To Whom it May Concern:

The Bidder, in compliance with your Invitation for Bids for the construction of FM52311, D5 Pocatello HQ Roof Replacements having examined the bidding and Contract Documents and the site of the proposed Work, and being familiar with all of the conditions surrounding the construction of the proposed Project, including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies and to provide the service and insurance in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the Work required under the Contract Documents.

Bidder hereby agrees to commence Work under this Contract on a date to be specified in the written "Notice to Proceed" of the Owner and to substantially complete the Project within (180) consecutive calendar days thereafter, as stipulated in the specifications. Bidder further agrees to pay as liquidated damages, the sum of $500.00 for each consecutive calendar day after the established substantial completion date or adjusted date as established by change order.

Bidder acknowledges receipt of Addenda No. _____.
(List all Addenda)

BASE PROPOSAL: Bidder agrees to perform all of the base proposal Work described in the specifications and shown on the plans for the sum of:

_____ Dollars ($_____)
(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

Alternate No. 1: District 5 Annex Building (B5005)

Add the sum of _____ Dollars ($_____)

Alternate No. 2: Service Station (B5003)

Add the sum of _____ Dollars ($_____)

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

The bidder agrees that this bid shall be good for a period of forty-five (45) calendar days after the scheduled opening time for receiving bids.

Upon receipt of written Notice of Intent to Award of this bid, Bidder will execute the formal Contract within ten (10) calendar days and deliver a Surety Bond or Bonds as required by paragraph “Performance and Payment Bonds” first page (ITB-1) of the Instructions to Bidders.

The bid security in the amount of five percent (5%) of the bid amount is to become the property of the Owner, in the event the Contract and bond are not executed within the time set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

The names and addresses of the entities who will perform the Work identified below, subject to approval of Owner and Architect, if Undersigned is awarded the Contract, are as follows:

Bidder warrants that bid has been prepared and that any contract resulting from acceptance of this bid is subject to the Fixed Price Construction Contract.

The undersigned notifies that it is of this date duly licensed as an Idaho Public Works Contractor and further that it possesses Idaho Public Works Contractor's License No. _____, and is domiciled in the State of _____.

Dated this _____ day of_____,_____.
(date) (month) (year)

Respectfully submitted by:

_____
(Contractor's Name- Typed)

SEAL
(Seal - if bid is by a corporation)

_____
(Street or PO Address)

_____
(City, State and zip code)

_____
(Authorized Signature)

_____
(Title)

_____
(Telephone Number)

_____
(FAX Number)

_____
(Email Address)

Have you remembered to include bid security (bid bond or a certified or cashier's check), Contractor's Affidavit Concerning Alcohol and Drug-Free Workplace and a signed copy of the Bidder's Acknowledgment Statement with your bid?

Execute and Submit with Bid

CONTRACTOR'S AFFIDAVIT
CONCERNING ALCOHOL AND DRUG-FREE WORKPLACE

STATE OF _____

COUNTY OF _____

Pursuant to the Section 72-1717, Idaho Code, I, the undersigned, being duly sworn, depose and certify that _____ is in compliance with the provisions of Section 72-1717, Idaho Code; that _____ provides a drug-free workplace program that complies with the provisions of Title 72, Chapter 17, Idaho Code, and will maintain such program throughout the life of a state construction contract; and that _____ shall subcontract Work only to subcontractors meeting the requirements of Section 72-1717(1)(a), Idaho Code.

_____
Name of Contractor

_____
Address

_____
City and State

By: _____
(Signature)

Subscribed and sworn to before me this _____ day of _____, _____.

_____
NOTARY PUBLIC
Residing at: _____
Commission expires: _____

FAILURE TO EXECUTE THIS AFFIDAVIT AND SUBMIT IT ALONG WITH YOUR BID SHALL MAKE YOUR BID NON-RESPONSIVE.

Execute and Submit with Bid

BIDDER'S ACKNOWLEDGMENT STATEMENT

NOTE: THE INFORMATION CONTAINED HEREIN IS A SUMMARY OF VITAL CONTRACT PROVISIONS AND DOES NOT CHANGE THE CONTRACT DOCUMENTS THAT WILL GOVERN THIS PROJECT.

Project number: FM52311, D5 Pocatello HQ Roof Replacements

By submitting a bid for this Project, the undersigned bidder agrees that, if awarded the Contract for construction, Contractor will conform to all conditions and requirements of the Contract, including but not limited to:

- Contractor agrees to comply with conditions pertaining to Sections 44-1001 and 44-1002, Idaho Code, requiring the employment of ninety-five percent (95%) bona fide Idaho residents and providing for a preference in the employment of bona fide Idaho residents and regarding the employment of persons not authorized to work in the United States.

- Contractor will substantially complete the Work within the time stated in the Contract Documents, or as modified by Change Order(s).

- If the Contractor fails to substantially complete the Project within the time stated in the Contract Documents, or as modified by Change Order, the Contractor agrees that the Owner may deduct from the Contract amount liquidated damages in the amount per calendar day, indicated in the Contract Documents, times the number of calendar days until the Project is Substantially Complete, as defined in the Contract Documents and as determined by the Design Professional.

- The Contractor agrees that the amount allowed for overhead and profit on any Change Order is limited to the amounts indicated in subparagraph 16.3.11 of the Fixed Price Construction Contract between Owner and Contractor.

    1. For total changes the amount allowed for overhead, profit, bonds and insurance for the Contractor and all subcontractors of any tier combined shall not exceed fifteen percent (15%) of direct costs; or

    2. The Contractor will determine the amount of overhead and profit to be apportioned between the Contractor and its subcontractor of allowable amounts of overhead, profit, bonds and insurance.

- The Contractor agrees that Change Orders are governed by the Fixed Price Construction Contract between Owner and Contractor General Conditions of the Contract for Construction including as follows:

    1. By the execution of a Change Order, the Contractor agrees and acknowledges that it has had sufficient time and opportunity to examine the change in Work which is the subject of the Change Order and that it has undertaken all reasonable efforts to discover and disclose any concealed or unknown conditions which may, to any extent, affect the Contractor's ability to perform in accordance with the Change Order. Aside from those matters specifically set forth in the Change Order, the Owner shall not be obligated to make any adjustments to either the Contract Sum or Contract Time by reason of any conditions affecting the change in Work addressed by the Change Order that could have reasonably been discovered or disclosed by the Contractor's examination.

    2. Any Change Order fully executed by the Owner, Contractor and Design Professional, including but not limited to, a Change Order arising by reason of the parties' mutual agreement or by mediation, shall constitute a final and full settlement of all matters relating to or affected by the change in the Work, including but not limited to, all direct and consequential costs associated with such change and any and all adjustments to the Contract Price and Contract Time. In the event a Change Order increases the Contract Price, the Contractor shall include the Work covered by such Change Order in the Application for Payment as if such Work was originally part of the Project and Contract Documents.

- **Certification Concerning Boycott of Israel.** Pursuant to Idaho Code section 67-2346, if payments under the Contract exceed one hundred thousand dollars ($100,000) and Contractor employs ten or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the Contract engage in, a boycott of goods or services from Israel or territories under its control. The terms in this section defined in Idaho Code section 67-2346 shall have the meaning defined therein.

FAILURE TO EXECUTE THIS ACKNOWLEDGMENT MAY MAKE YOUR BID NON-RESPONSIVE.

I, _____, being duly authorized to bind the (type or print name of individual)

bidder, _____, does hereby certify that I have fully read (type or print name of company)
and understand this document and that it highlights certain parts of the Contract that will be entered between the parties and that will govern this Project.

Authorized Signature: _____

Title: _____

Date: _____

END OF BIDDER'S ACKNOWLEDGMENT STATEMENT

IDAHO TRANSPORTATION DEPARTMENT
FIXED PRICE CONSTRUCTION CONTRACT
BETWEEN OWNER AND CONTRACTOR

ITD PROJECT NO. FM52311
D5 Pocatello HQ Roof Replacements
Idaho Transportation Department
5151 South 5th Avenue
Pocatello, ID 83204

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FIXED PRICE CONSTRUCTION CONTRACT
BETWEEN OWNER AND CONTRACTOR

THIS FIXED PRICE CONSTRUCTION CONTRACT BETWEEN OWNER AND CONTRACTOR (the "Contract") is by and between the State of Idaho, Idaho Transportation Department ("ITD" or the "Owner") and (insert name of contractor)___(the "Contractor") and is for the construction of the project (the "Project") identified as ITD Project No. FM52311, as more fully described in Exhibit A, and incorporated herein by reference. This Contract shall be effective on __day__ of __month__ , 2021, when executed by both parties.

In consideration of the mutual promises, covenants, and agreements stated herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Owner and the Contractor agree:

ARTICLE 1
CONTRACT DOCUMENTS

1.1 The Contract Documents consist of this Contract, the drawings and specifications for the Project (the "Drawings and Specifications") identified in Exhibit C and any Addenda thereto issued prior to execution of this Contract, written amendments signed by both the Owner and the Contractor, Change Orders signed by both the Owner and the Contractor, Construction Change Directives and any written orders by the Design Professional for minor changes in the Work (the "Contract Documents"). Documents not included or expressly contemplated in this Article 1 do not, and shall not, form any part of the Contract Documents.

1.2 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.

ARTICLE 2
REPRESENTATIONS AND WARRANTIES OF THE CONTRACTOR

In order to induce the Owner to execute this Contract and recognizing that the Owner is relying thereon, the Contractor, by executing this Contract, makes the following express representations to the Owner:

2.1 The Contractor is fully qualified to act as the Contractor for the Project and has, and shall maintain, any and all licenses, permits or other authorizations necessary to act as the Contractor for, and to construct, the Project.

2.2 The Contractor has become familiar with the Project site and the local conditions under which the Project is to be constructed and operated particularly in correlation to the requirements of the Contract.

2.3 The Contractor has received, reviewed, compared, studied and carefully examined all of the documents which make up the Contract Documents, including the Drawings and Specifications, and any Addenda, and has found them in all respects to be complete, accurate, adequate, consistent, coordinated and sufficient for construction. Such review, comparison, study and examination shall be a warranty that the contractor believes that the documents are complete and the Project is buildable as described except as reported.

2.4 The Contractor warrants that the Contract Time is a reasonable period for performing the Work.

2.5 The Contractor warrants to the Owner and Design Professional that all labor furnished on this Project shall be competent to perform the tasks undertaken; materials and equipment furnished under the Contract will be new and of high quality unless otherwise required or permitted by the Contract Documents; that the Work will be complete, of high quality and free from defects not inherent in the quality required or permitted; and that the Work will strictly conform to the requirements of the Contract Documents. Any Work not strictly conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse by Owner or its representatives, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty shall survive the completion of the Contract and final payment to the Contractor.

a. **Certification Concerning Boycott of Israel.** Pursuant to Idaho Code section 67-2346, if payments under the Contract exceed one hundred thousand dollars ($100,000) and Contractor employs ten or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the Contract engage in, a boycott of goods or services from Israel or territories under its control. The terms in this section defined in Idaho Code section 67-2346 shall have the meaning defined therein

ARTICLE 3
INTENT AND INTERPRETATION

With respect to the intent and interpretation of this Contract, the Owner and the Contractor agree as follows:

3.1 This Contract constitutes the entire and exclusive agreement between the parties with reference to the Project, and supersedes any and all prior discussions, communications, representations, understandings, negotiations or agreements. This Contract also supersedes any bid documents.

3.2 The intent of the Contract is to include all items necessary for the proper execution and completion of the Project and anything that may be required, implied or inferred by the documents which make up this Contract, or any one or more of them, shall be provided by the Contractor for the Fixed Price Contract Amount. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

3.3 Nothing contained in this Contract shall create, nor be interpreted to create, privity or any other relationship whatsoever between the Owner and any person or entity except the Contractor; provided, however, that the Design Professional is entitled to performance and enforcement of obligations under the Contract intended or necessary to facilitate its duties. Any reference to the Owner, the Contractor or the Design Professional shall be deemed to include authorized representatives.

3.4 When a word, term or phrase is used in this Contract, it shall be interpreted or construed first as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage.

3.5 The words "include," "includes," or "including," as used in this Contract, shall be deemed to be followed by the phrase "without limitation."

3.6 The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this Contract shall not imply that any other, non-specified act, failure,

refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this Contract.

3.7 The Contractor shall have a continuing duty to read, examine, review, compare and contrast each of the documents which make up this Contract, shop drawings and other submittals, and shall give timely written notice to the Owner and the Design Professional of any conflict, ambiguity, error or omission which the Contractor may find with respect to these documents before proceeding with the affected Work.

3.8 The express or implied approval by the Owner or the Design Professional of any shop drawings or other submittals shall not relieve the Contractor of the continuing duties imposed hereby, nor shall any such approval be evidence of the Contractor's compliance with this Contract. The Owner has requested that the Design Professional prepare documents for the Project, including the Drawings and Specifications for the Project, which are accurate, adequate, consistent, coordinated and sufficient for construction. HOWEVER, THE OWNER MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER TO THE CONTRACTOR CONCERNING SUCH DOCUMENTS. The Contractor again hereby acknowledges and represents that it has received, reviewed and carefully examined such documents; has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction; and that the Contractor has not, does not and will not rely upon any representations or warranties by the Owner concerning such documents, as no such representations or warranties have been or are hereby made.

3.9 In the event of any conflict among any of the documents which make up this Contract, the Design Professional shall interpret the documents, and the interpretation shall be binding on both the Owner and Contractor; provided, however, that this does not change the Owner's right to make decisions regarding Claims in accordance with Article 13 and Article 14. If no interpretation is provided by the Design Professional, the most stringent requirement in the Contract Documents will apply.

ARTICLE 4
OWNERSHIP OF DOCUMENTS

4.1 Unless otherwise agreed by the Design Professional and its consultants, the party that prepared the drawings, specifications and other documents is the author of such with all copyright, common law, statutory and other reserved rights. The Contractor may retain one (1) record set of the Drawings and Specifications and other documents but shall not own or claim any copyright in them.

The Drawings and Specifications and other documents, and any copies, are to be used solely for this Project, and not on any other project, or additions to this Project outside this Contract, without written consent of the Owner, the Design Professional and the Design Professional's consultants; provided, however, that copies may be made of applicable portions as necessary for completion of the Work. Such copies shall include any copyright notice on the Drawings and Specifications and other documents.

Submission to or use by a regulatory body related to this Project is an acceptable use.

ARTICLE 5
CONTRACTOR'S PERFORMANCE

The Contractor shall perform all of the Work required, implied or reasonably inferable from this Contract, including the following:

5.1 Construction of the Project.

5.2 The furnishing of any required surety bonds and insurance.

5.3 The provision or furnishing, and prompt payment therefore, of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, fuel, heat, light, cooling or other utilities required for construction and all necessary permits, including any required elevator permits, required for the construction of the Project. Construction projects for the State of Idaho require a building permit issued by the Division of Building Safety.

5.4 The creation and submission of a detailed and comprehensive set of marked up blue or black-lined record drawings. Said record drawings shall be submitted to and approved by the Design Professional as a condition precedent to final payment to the Contractor.

ARTICLE 6
TIME FOR CONTRACTOR'S PERFORMANCE

6.1 The Contractor shall commence the performance of this Contract in accordance with the "Notice to Proceed" (Exhibit F) issued by the Owner and shall diligently continue its performance to and until final completion of the Project. The Contractor shall accomplish Substantial Completion of the Project on or before the time indicated in Exhibit A. The period of time, including any adjustments made under this Contract, for the Contractor to reach Substantial Completion is the “Contract Time.”

6.2 The Contractor may be assessed by and be responsible to the Owner for the amount indicated in Exhibit A per day for each and every calendar day of unexcused delay in achieving Substantial Completion beyond the date set forth for Substantial Completion. Any sums owed hereunder by the Contractor shall be payable not as a penalty but as liquidated damages, representing an estimate of delay damages likely to be sustained by the Owner estimated at the time of this Contract. When the Owner reasonably believes that Substantial Completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages. The Owner’s right to liquidated damages is not, and shall not be deemed to be, an exclusive remedy for delay and the Owner shall retain all remedies at law or in equity for delay or other breach.

6.3 The term "Substantial Completion," as used herein, shall mean that point at which, as certified in writing by the Design Professional, or if there is no Design Professional, as certified by the Owner, the entire Project is at a level of completion in strict compliance with the Contract Documents, such that the Owner or its designee can enjoy beneficial use or occupancy and can use or operate it in all respects for its intended purpose. If, in the reasonable determination of the Owner, receipt of operation and maintenance manuals or completion of training is necessary for such beneficial use or occupancy, then there shall be no Substantial Completion until such manuals are provided or such training is completed. Partial use or occupancy of the Project shall not result in the Project being deemed substantially complete, or accepted as substantially complete, and such partial use or occupancy shall not be evidence of Substantial Completion. The Project shall not be deemed accepted until it is finally complete.

.1 The following are prerequisites for Substantial Completion of any roofing:

.1 All roofing materials complete, in place, and watertight.

.2 All flashings and counter-flashings complete, in place and watertight, with all anchors, connections, and sealants, etc. installed.

.3 All roofing accessories required by the Contract Documents complete, in place, and operable together with all anchors, fastening devices, etc.

.4 All excess materials, debris, equipment, tools, etc. removed from site and roof surface cleaned of all debris.

.5 All roof drains and piping cleaned and fully functional.

.6 All mechanical and electrical equipment connected and fully operable.

6.4 Any request by the Contractor for an extension of the Contract Time must be made in accordance with, and is subject to, Article 13 and Article 14 related to Claims.

6.5 The Owner shall have no liability of any kind to the Contractor if a schedule or other document submitted by the Contractor shows an intention to complete the Work prior to the scheduled completion date and for any reason other than Owner caused delay, the Contractor is not able to achieve such early completion.

ARTICLE 7
FIXED PRICE AND CONTRACT PAYMENTS

7.1 The Owner shall pay, and the Contractor shall accept, as full and complete payment for the Contractor's timely performance of its obligations hereunder, the Fixed Price Contract Amount indicated in Exhibit A. The Fixed Price Contract Amount shall not be modified except as provided in this Contract.

7.2 Prior to approval of the contract, the Contractor shall prepare and present to the Owner and the Design Professional the Contractor's Schedule of Values apportioning the Fixed Price Contract Amount among the different elements of the Project for purposes of periodic and final payment. The Contractor's Schedule of Values shall be presented in the Owner's web-based construction management software. The Contractor shall not imbalance it's Schedule of Values nor artificially inflate any element thereof. The violation of this provision by the Contractor shall constitute a material breach of this Contract. The Contractor's Schedule of Values will be utilized for the Contractor's requests for payment but shall only be so utilized after it has been approved in writing by the Design Professional.

7.3 The Owner shall pay the Fixed Price Contract Amount to the Contractor in accordance with the procedures set forth in this Article. The Contractor shall submit a Contractor's Request for Payment, on or before the day of each month indicated in Exhibit A or otherwise agreed to, after commencement of performance, but no more frequently than once monthly. Said payment request shall be on made in the Owner's web-based construction management software, and shall include whatever supporting information as may be required by the Design Professional, the Owner or both. Therein, the Contractor may request payment for one hundred percent (100%) of the Work satisfactorily completed to the date of the Contractor's Request for Payment, less five percent (5%) retainage, based on the Fixed Price Contract Amount allocated on the Schedule of Values. The Contractor's Request for Payment may include only: properly provided labor, materials or equipment properly incorporated into the Project, and time and materials or equipment necessary for the Project or that will be incorporated into the Project and are properly stored at the Project site (or elsewhere if off-site storage is approved in writing by the Owner). The Contractor's Request for Payment must exclude the total amount of previous payments received from the Owner. Any payment on account of stored materials or equipment will be subject to the Contractor providing written proof that the Owner has title to such materials or equipment and that they are fully insured against loss or damage. Each such Contractor's Request for Payment shall be signed by the Contractor and its submission shall constitute the Contractor's affirmative representation that the quantity of Work has reached the level for which payment is requested; that the Work has been properly installed or performed in strict compliance with the Contract; that all Work for which the Owner has previously paid is free and clear of any lien, claim or other encumbrance of any person whatsoever; and that the Contractor knows of no reason why payment should not be made as requested. As a condition

precedent to payment, the Contractor shall, if required by the Owner, furnish to the Owner properly executed waivers or releases, in a form acceptable to the Owner, from all subcontractors, materialmen, suppliers or others having any claims or alleged claims, wherein said subcontractors, materialmen, suppliers or others shall acknowledge receipt of all sums due pursuant to all prior Contractor's Requests for Payment, and waive and relinquish any rights or other claims relating to the Project or Project site. The submission by the Contractor of the Contractor's Request for Payment also constitutes the Contractor's affirmative representation that, upon payment of the Contractor's Request for Payment submitted, title to all Work included in such payment shall be vested in the Owner.

Thereafter, the Design Professional shall review the Contractor's Request for Payment and may also review the Work at the Project site or elsewhere to determine whether the quantity and quality of the Work are as represented in the Contractor's Request for Payment and as required by this Contract. The Design Professional shall approve in writing the amount which, in the opinion of the Design Professional, is properly owing to the Contractor and such approval is required before the Owner shall have any payment obligation. The Design Professional may withhold such approval, in whole or in part, as necessary to protect the Owner if it reasonably believes that the quantity or quality of the Work is not as represented in the Contractor's Request for Payment or is not in strict conformance to the Contract Documents.

7.4 The Owner shall make payment to the Contractor no more than twenty-one (21) days following receipt by the Owner of the Design Professional's written approval of each Contractor's Request for Payment. The amount of each such payment shall be the amount approved for payment by the Design Professional less such amounts, if any, otherwise owing by the Contractor to the Owner or which the Owner shall have the right to withhold as authorized by this Contract. The Design Professional's approval of the Contractor's Request for Payment shall not preclude the Owner from the exercise of any of its rights it may have in this Contract, at law or in equity, as set forth in Paragraph 7.8 hereinafter.

7.5 Off-site storage will not be approved at locations more than thirty (30) miles from the Project site or outside the State of Idaho and any payment for any off-site storage is subject to the following:

.1 The Contractor must provide at least thirty (30) days' advance written notice of its request to store off-site. Such notice must include a description of the type, quantities, locations and values of materials involved for the next billing cycle. All invoices must indicate the type, quantities and value of materials or equipment for which payment is requested;

.2 All materials stored off-site must be segregated and clearly marked with the DPW Project number and as being the "Property of the State of Idaho;"

.3 The Design Professional and/or the Owner's Field Representative must have unrestricted access to the stored materials during all business hours and may physically inventory all invoiced materials and equipment and may physically inspect the storage conditions;

.4 The Contractor must provide written Consent of Surety to off-site storage of materials and equipment and to payment for such materials and equipment prior to incorporation in the Work. Consent must be from the Surety. Consent of local broker or agent is not acceptable;

.5 The Contractor must maintain and must provide to the Design Professional, upon request, a current log of stored materials and equipment, which reflects when materials and equipment are used or added; and

.6 The Contractor must obtain and maintain all risk property insurance at replacement cost, with the State of Idaho listed as loss payee on all materials and equipment stored off-site and in transit.

7.6 When payment is received from the Owner, the Contractor shall immediately pay all subcontractors, materialmen, laborer and suppliers the amounts they are due for the Work covered by such payment. The Contractor shall not withhold from a subcontractor or supplier more than the

percentage withheld from a payment certificate for the subcontractor's or supplier's portion of the Work. In the event the Owner becomes informed that the Contractor has not paid a subcontractor, materialmen, laborer or supplier as provided herein, the Owner shall have the right, but not the duty, to issue future checks and payment to the Contractor of amounts otherwise due hereunder naming the Contractor and any such subcontractor, materialmen, laborer or supplier as joint payees. Such joint check procedure, if employed by the Owner, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the Owner to repeat the procedure in the future.

7.7 Payment to the Contractor, utilization of the Project for any purpose by the Owner, or any other act or omission by the Owner shall not be interpreted or construed as an acceptance of any Work of the Contractor not strictly in compliance with this Contract.

7.8 The Owner shall have and be entitled to the right to refuse to make any payment, including by reducing payment under any Contractor's Request for Payment, and, if necessary, may demand the return of a portion or all of an amount previously paid to the Contractor for reasons that include the following:

.1 The quality of the Contractor's work, in whole or part, is not in strict accordance with the requirements of this Contract or identified defective work, including punch list work, is not remedied as required by the Contract Documents;

.2 The quantity of the Contractor's work, in whole or in part, is not as represented in the Contractor's Request for Payment or otherwise;

.3 The Contractor's rate of progress is such that, in the Owner's opinion, Substantial Completion or final completion, or both, may be inexcusably delayed or that the Owner will incur additional costs or expense related to repeated Substantial Completion or final completion inspections through no fault of the Owner;

.4 The Owner reasonably believes that the Contractor has failed to use Contract funds, previously paid the Contractor by the Owner, to pay Contractor's project-related obligations, including subcontractors, laborers and material and equipment suppliers;

.5 There are claims made or it seems reasonably likely that claims will be made, against the Owner;

.6 The Contractor has caused a loss or damage to the Owner, the Design Professional or another contractor;

.7 The Owner reasonably believes that the Project cannot be completed for the unpaid balance of the Fixed Price Contract Amount or the Owner reasonably believes that the Project cannot be completed within the Contract Time and that the unpaid balance of the Fixed Price Contract Amount would be inadequate to cover the cost of actual or liquidated damages for the anticipated delay;

.8 The Contractor fails or refuses to perform any of its obligations to the Owner; or

.9 The Contractor fails to pay taxes as required by Title 63, Chapter 15, Idaho Code.

In the event that the Owner makes written demand upon the Contractor for amounts previously paid by the Owner as contemplated in Paragraph 7.8, the Contractor shall promptly comply with such demand.

7.9 If the Owner, without cause, fails to pay the Contractor any amounts due and payable thirty (30) days after those amounts are due pursuant to Paragraph 7.4, the Contractor shall have the right to cease the Work until receipt of proper payment. Contractor must first provide written notice to the Owner of the

Contractor's intent to cease the Work ten (10) days prior to stopping the Work under this Paragraph. If any amounts remain unpaid after fifty-one (51) days after the Design Professional approves the Contractor's Request for Payment under Paragraph 7.4, interest at the rate of four percent (4%) per annum shall accrue on those unpaid amounts.

7.10 When Contractor considers Substantial Completion has been achieved, the Contractor shall notify the Owner and the Design Professional in writing and shall furnish to the Design Professional a listing of those matters yet to be finished. The Design Professional will thereupon conduct an inspection to confirm that the Work is, in fact, substantially complete. Upon its confirmation that the Contractor's work is substantially complete, the Design Professional will so notify the Owner and Contractor in writing and will therein set forth the date of Substantial Completion. The Owner and the Contractor must accept the date of Substantial Completion in writing. Guarantees and warranties required by this Contract shall commence on the date of Substantial Completion. At the Contractor's Request for Payment following Substantial Completion, the Owner shall pay the Contractor an amount sufficient to increase total payments to the Contractor to ninety-five percent (95%) of the Fixed Price Contract Amount, less any liquidated damages, less the reasonable costs as determined by the Design Professional for completing all incomplete work, correcting and bringing into conformance all defective and nonconforming work, and handling any outstanding or potential claims. If the Design Professional determines that the Contractor has made or is making satisfactory progress on any uncompleted portions of the Work, the Owner may, at its discretion, release a portion of the retainage to the Contractor prior to the actual final completion of the conditions set forth in Paragraph 7.13. It is the intent of the parties that the Project will be accepted only in total (at Substantial Completion and final completion) and not in phases unless provided for in Exhibit A. Any acceptance other than in total shall require written agreement of Owner and Design Professional.

7.11 When Contractor considers the Project is at final completion, it shall notify the Owner and the Design Professional thereof in writing. Thereupon, the Design Professional will perform a final inspection of the Project. If the Design Professional confirms that the Project is complete in full accordance with the Contract Documents and that the Contractor has performed all of its obligations to the Owner, the Design Professional will furnish a final approval for payment to the Owner certifying to the Owner that the Project is complete and the Contractor is entitled to the remainder of the unpaid Fixed Price Contract Amount, less any amount withheld pursuant to this Contract.

7.12 If the Contractor fails to achieve final completion within a reasonable number of days as established by the Design Professional from the date of Substantial Completion, the Contractor may be assessed and be responsible to the Owner for fifty percent (50%) of the daily amount of liquidated damages as established pursuant to Paragraph 6.2 and Exhibit A, per day for each and every calendar day of unexcused delay in achieving final completion beyond the date established for final completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable not as a penalty but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this Contract. When the Owner reasonably believes that final completion will be inexcusably delayed, the Owner may withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving final completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages. The Owner's right to liquidated damages is not, and shall not be deemed to be, an exclusive remedy for delay and the Owner shall retain all remedies at law or in equity for delay or other breach.

7.13 As a condition precedent to final payment, the Contractor must furnish the Owner, in the form and manner required by Owner, and with a copy to the Design Professional of the following:

> **.1** An affidavit that all of the Contractor's obligations to subcontractors, laborers, equipment or material suppliers or other third parties in connection with the Project have been paid or otherwise satisfied;

.2 A release by the Contractor of all Claims it has or might have against the Owner or the Owner's property (DPW's form, Exhibit H);

.3 Contractor's Affidavit of Debts and Claims (AIA Document G706);

.4 Consent of Surety to final payment (AIA Document G707);

.5 Confirmation of all required training, product warranties, operating manuals, instruction manuals and other record documents, drawings and things customarily required of the Contractor; and

.6 A Public Works Contract Tax Release issued by the Idaho Tax Commission (See "Request for Tax Release" form, Exhibit G, to be submitted by Contractor to the Idaho Tax Commission).

7.14 The Owner shall, subject to its rights set forth in this Contract, make final payment of all sums due the Contractor within thirty (30) days of the Design Professional's execution of a final approval for payment and receipt of documentation required by Paragraph 7.13, whichever is received later.

ARTICLE 8
INFORMATION AND MATERIAL SUPPLIED BY THE OWNER

8.1 The ITD Facility Program Manager or his designee shall be the sole representative of the State of Idaho. The Design Professional shall have authority to bind Owner only as specifically set forth in this Contract.

8.2 The Owner will assign a Project Manager and a Field Representative to represent the Owner, identified in Exhibit B. The Owner's Field Representative's duties, responsibilities and limitations of authority are in accordance with ITD's policies and procedures.

8.3 The Owner shall furnish to the Contractor, prior to the execution of this Contract, any and all written and tangible material in its possession concerning conditions below ground at the site of the Project. Such written and tangible material is furnished to the Contractor only in order to make complete disclosure of such material as being in the possession of the Owner and for no other purpose. By furnishing such material, the Owner does not represent, warrant or guarantee its accuracy, either in whole in part, implicitly or explicitly.

8.4 The Owner will secure and pay for all required easements, the plan check fee required by the Division of Building Safety, conditional use permits and any other permits and fees specifically indicated in the Contract Documents to be secured and paid for by the Owner.

8.5 The Owner will provide the Contractor one (1) copy of this complete Contract and the number of sets of Drawings and Project Manuals (including Specifications) as indicated in Exhibit A. The Contractor may purchase additional copies, at its expense, from the Design Professional.

ARTICLE 9
STOP WORK ORDER

9.1 In the event the Contractor fails or refuses to perform the Work as required or fails or refuses to correct nonconforming Work, the Owner may instruct the Contractor to stop Work in whole or in part. Upon receipt of such instruction, the Contractor shall immediately stop as instructed by the Owner and shall not proceed further until the cause for the Owner's instructions has been corrected, no longer exists or the Owner instructs that the Work may resume. In the event the Owner issues such instructions to

stop, and in the further event that the Contractor fails and refuses within seven (7) days of receipt of same to provide adequate assurance to the Owner that the cause of such instructions will be eliminated or corrected, then the Owner shall have the right, but not the obligation, to carry out the Work with its own forces or with the forces of another contractor, and the Contractor shall be fully responsible and liable for the costs of performing such Work by the Owner. Without limiting what else might constitute nonconforming Work, the existence of a gross safety violation or other situation or condition that creates, or could imminently create, a threat of serious harm to persons or property, shall constitute nonconforming Work and any order to stop the Work issued for such reason shall not be considered an interference with the Contractor's performance of the Work or its means and methods. The rights set forth herein are in addition to, and without prejudice to, any other rights or remedies the Owner may have against the Contractor.

9.2 Any order to stop the Work issued pursuant to Paragraph 9.1 shall not be used to justify any Claim by the Contractor for additional time or money.

ARTICLE 10
DUTIES, OBLIGATIONS AND RESPONSIBILITIES OF THE CONTRACTOR

In addition to any and all other duties, obligations and responsibilities of the Contractor set forth in this Contract, the Contractor shall have and perform the following duties, obligations and responsibilities to the Owner:

10.1 The Contractor's continuing duties set forth in Paragraph 3.7 are by reference hereby incorporated in this Paragraph 10.1. The Contractor shall not perform Work without adequate plans and specifications or, as appropriate, approved shop drawings or other submittals. If the Contractor performs Work knowing or believing it involves an error, inconsistency or omission in the Contract without first providing written notice to the Design Professional and Owner, the Contractor shall be responsible for such Work and shall pay the cost of correcting same.

10.2 The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing Work. Errors, inconsistencies or omissions discovered shall be reported to the Design Professional, the Owner and the Owner's Field Representative immediately. Such examination, review and comparison shall be a warranty that the Contract Documents are complete and the Project is buildable as described except as reported. Reported errors, inconsistencies or omissions will constitute a request for an interpretation by the Design Professional and may constitute a claim pursuant to Article 13 hereof where appropriate.

10.3 The Contractor shall ensure that all Work shall strictly conform to the requirements of this Contract.

10.4 The Work shall be strictly supervised, the Contractor bearing full responsibility for any and all acts or omissions of those engaged in the Work on behalf of the Contractor.

10.5 All labor furnished on this Project shall be competent to perform the tasks undertaken; materials and equipment furnished under the Contract will be new and of high quality unless otherwise required or permitted by the Contract Documents; the Work will be complete, of high quality and free from defects not inherent in the quality required or permitted; and the Work will strictly conform to the requirements of the Contract Documents. Any Work not strictly conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective.

10.6 Except as provided in Paragraph 8.4, the Contractor shall secure or provide and pay for all licenses, permits required by the Idaho Division of Building Safety, governmental approvals and inspections, connections for outside services for the use of municipal or private property for storage of

materials, parking, utility services, temporary obstructions, enclosures or opening and patching of streets, and for all other facilities and services necessary for proper execution and completion of the Project.

10.7 The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities bearing on performance of the Work.

10.8 The Contractor shall employ and maintain at the Project site only competent supervisory personnel. Key supervisory personnel assigned by the Contractor to this Project are as listed in Exhibit B.

10.9 The Contractor shall employ a competent superintendent and necessary assistants, as needed, to oversee execution of the Work. The superintendent shall be in attendance at the Project site during the progress of the Work. The superintendent and any project manager, if the Contractor utilizes a project manager, shall be reviewed and must be approved by the Design Professional and Owner, and neither shall be changed except with the consent of the Design Professional and Owner, unless the superintendent and/or project manager cease to be employed by the Contractor. Under this circumstance, any new superintendent or new project manager must be satisfactory to the Design Professional and Owner. Such approval shall not be unreasonably withheld. The superintendent and any project manager shall represent the Contractor and all communications given to the superintendent or project manager are deemed given to the Contractor.

10.10 So long as the individuals named above remain actively employed or retained by the Contractor, they shall perform the functions indicated next to their names unless the Owner agrees to the contrary in writing. In the event one or more individuals not listed in Paragraph 10.9 subsequently assumes one or more of those functions listed in Paragraph 10.9, the Contractor shall be bound by the provisions of this paragraph as though such individuals had been listed in Paragraph 10.9.

10.11 The Contractor shall provide to the Owner and the Design Professional a milestone schedule for completing the Work within the Contract Time. Such schedule shall be in a form specified in Division 1 of the Specifications and be acceptable to the Owner and to the Design Professional. The schedule must be submitted to and accepted by the Design Professional prior to the first request for payment unless required earlier by Division 1 of the Specifications. The Contractor's milestone schedule must be updated as required by the Design Professional and/or the Owner to reflect conditions encountered and shall apply to the total Project. The Contractor's revisions to the schedule shall not constitute a waiver of the requirement to complete the Project in the time allowed by the Contract, unless additional time for performance has been allowed pursuant to a Change Order. Any changes in milestone begin or end dates must be furnished to the Owner and the Design Professional. Strict compliance with the requirements of this Paragraph shall be a condition precedent to the payment to the Contractor and failure by the Contractor to strictly comply with said requirements shall constitute a material breach of this Contract.

10.12 Unless otherwise provided in the Construction Documents, on all projects where the Fixed Price Contract Amount is over $1,000,000, the Contractor shall schedule and perform the Work in accordance with a Critical Path Method ("CPM") to indicate the rate of progress and practical order of the Project. The purpose of this scheduling requirement is to assure adequate planning, coordination and execution of the Work. The schedule shall indicate the dates for starting and completing major work activities, project events, major equipment, material and equipment submittals and delivery of major items. Project activities having critical time restraints on action, required by the Owner, shall be shown as scheduled milestones. The Contractor's schedule shall demonstrate the order, interdependence and sequence of activities. Critical paths shall be highlighted or distinguished. The schedule shall include all the dates specified in the Contract for Substantial Completion and final completion of the Work. The time limit set forth in the Contract for Substantial Completion and final completion must govern; the schedule must be adjusted to meet these dates. Schedule float shall belong to the Project. The Contractor shall submit to the Owner and Design Professional a CPM schedule within three (3) weeks after award of the Contract and maintain such schedule on a current basis in accordance with the Contract Documents.

10.13 Once a month, or at intervals as required by the Design Professional, the Contractor shall advise the Owner and the Design Professional of the status of the Work (in duplicate) on the current milestone schedule. If any project milestone dates are not met on schedule, the Contractor shall immediately advise the Owner and Design Professional in writing of the proposed action to bring the Work on schedule. The Contractor shall also submit a detailed short term schedule, as required by Division 1 of the Specifications, each month. This short term schedule shall include a description of current and anticipated problem areas, delaying factors and their impact, and explanation of corrective action taken or proposed. If the Work is behind schedule, the Contractor shall indicate what measures it will take to put the Work back on schedule.

10.14 If the Work is not progressing through no fault of the Owner or the Design Professional, as shown on the milestone schedule, as determined by the Design Professional, and the Owner and the Design Professional do not believe the Contractor's proposed action to bring the Work on schedule is adequate, then the Contractor shall be deemed in default under this Contract and the progress of the Work shall be deemed unsatisfactory. In such event, the Owner, at its discretion, may require the Contractor to work such additional time over regular hours, including Saturdays, Sundays and holidays, without additional cost to the Owner to bring the Work on schedule.

10.15 The Contractor shall keep an updated copy of the Drawings and Project Manual (including Specifications) and Addenda at the site. Additionally, the Contractor shall keep a current submittal schedule and a copy of approved shop drawings and other submittals. All of these items shall be available to the Owner and the Design Professional at all regular business hours. Upon final completion of the Work, all of these items must be updated by the Contractor and provided to the Design Professional and shall become the property of the Owner.

10.16 The Contractor shall carefully review and inspect for compliance with the Contract Documents, the shop drawings and other submittals (including product data and samples) required by the Contract Documents and shall submit to the Design Professional only submittals approved in accordance with this section. Such review and submittal shall be done promptly and in a sequence that will not delay its Work under this Contract or the activities of the Owner or of separate contractors. Shop drawings and other submittals from the Contractor do not constitute a part of the Contract. The Contractor shall not do any work requiring shop drawings or other submittals unless the Design Professional has verified compliance in writing. All Work requiring verified shop drawings or other submittals shall be done in strict compliance with such approved documents. However, verification of compliance by the Design Professional shall not be evidence that Work installed pursuant thereto conforms with the requirements of this Contract. The Design Professional shall have no duty to review submittals that are not Contractor approved, partial submittals or incomplete submittals. The Contractor shall maintain a submittal log which shall include, at a minimum, the date of each submittal, the date of any re-submittal, the date of any approval or rejection and the reason for any rejection.

10.17 The Contractor shall maintain the Project site in a reasonably clean condition during performance of the Work. Upon final completion, the Contractor shall thoroughly clean the Project site of all debris, trash and excess materials or equipment.

10.18 At all times relevant to this Contract, the Owner and the Design Professional shall have a right to enter the Project site and the Contractor shall allow the Owner and/or the Design Professional to review or inspect the work without formality or other procedure.

10.19 The presence or duties of the Design Professional's or the Owner's personnel or representatives at the construction site, does not make any of them responsible for those duties that belong to the Contractor or other entities and does not relieve the Contractor or any other entities of their obligations, duties and responsibilities, including any obligation or requirement to have or to implement any health or safety plans or precautions. Except as provided in Paragraph 10.9, Design Professional's and Owner's personnel have no authority to exercise any control over any Contractor or other entities or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting or reporting on health or safety deficiencies of the Contractor or

other entities or any other persons at the site except their own personnel. The presence of Design Professional's or Owner's personnel at a construction site is for the purpose of providing to Owner a greater degree of confidence that the completed Work will conform to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by the Contractor. For this Contract only, construction sites include places of manufacture for materials incorporated into the construction Work and Contractor includes manufacturers of materials incorporated into the construction Work.

ARTICLE 11
INDEMNITY

11.1 The Contractor shall defend, indemnify and hold harmless the Owner, Design Professional, and their employees, officers and agents harmless from any and all claims, liabilities, damages, losses, costs and expenses of every type whatsoever, including attorney fees and expenses, arising out of or resulting from the Contractor's work, acts or omissions under or related to the Contract Documents, to the extent caused by the Contractor, or anyone for whose acts the Contractor may be liable, regardless of whether such liability, claim, damage, loss, cost or expense is caused in part by the Owner.

11.2 The limits of any insurance of the Contractor shall not be, and shall not be deemed to be, a limitation of the Contractor's defense and indemnity obligations contained in this Article.

11.3 In claims against any person or entity indemnified under this Article 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 Article 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' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 12
THE DESIGN PROFESSIONAL

The Design Professional for this Project is identified in Exhibit B, incorporated herein by reference, along with any authorized representatives and any limitations of responsibility. For the purpose of this Contract, the "Design Professional" means the properly licensed architect, properly registered professional engineer or other professional licensed in the State of Idaho who prepared the Drawings and Specifications for this Project. If the employment of the Design Professional is terminated, the Owner may retain a replacement professional and the role of the replacement professional shall be the same as the role of the Design Professional. Unless otherwise directed by the Owner in writing, the Design Professional will perform those duties and discharge those responsibilities allocated to the Design Professional in this Contract. The duties, obligations and responsibilities of the Design Professional shall be for contract administration and include the following:

12.1 Unless otherwise directed by the Owner in writing, the Design Professional shall not act as the Owner's agent.

12.2 Unless otherwise directed by the Owner in writing, the Owner and the Contractor shall communicate with each other through the Design Professional.

12.3 When requested by the Owner or Contractor in writing, the Design Professional shall within seven (7) days render written interpretations necessary for the proper execution or progress of the Work or shall provide a written explanation as to why more time is needed and provide a date by which it will be provided.

12.4 The Design Professional shall draft proposed change authorization(s).

12.5 The Design Professional shall review and verify compliance or respond otherwise as necessary concerning shop drawings or other submittals received from the Contractor.

12.6 The Design Professional shall be authorized to refuse to accept Work that is defective or otherwise fails to comply with the requirements of this Contract. If the Design Professional deems it appropriate, the Design Professional may, with the Owner's consent, require extra inspections or testing of the Work for compliance with the requirements of this Contract.

12.7 The Design Professional shall review the Contractor's Request for Payment and shall verify in writing those amounts which, in the opinion of the Design Professional, are properly owing to the Contractor as provided in this Contract.

12.8 The Design Professional shall, upon written request from the Contractor, perform Substantial Completion and final completion inspections contemplated by Article 6.

12.9 The Design Professional may require the Contractor to make changes which do not involve a change in the Fixed Price Contract Amount or in the Contract Time consistent with the intent of this Contract. Such changes shall be given to the Contractor in writing under signature of the Design Professional, with a copy to the Owner, and may be in the form of a supplemental instruction.

12.10 The Design Professional shall review and evaluate Claims and take other actions related to Claims in accordance with Articles 13 and 14.

12.11 The duties, obligations and responsibilities of the Contractor under this Contract shall in no manner whatsoever be changed, altered, discharged, released or satisfied by any duty, obligation or responsibility of the Design Professional. The Contractor is not a third-party beneficiary of any Contract by and between the Owner and the Design Professional. It is expressly acknowledged and agreed that the duties of the Contractor to the Owner are independent of, and are not diminished by, any duties of the Design Professional to the Owner.

ARTICLE 13
CLAIMS

13.1 For purposes of this Contract, a "Claim" means a demand by the Contractor to the Owner, or by the Owner to the Contractor, for a change in the Fixed Price Contract Amount, an extension of the Contract Time, an adjustment to or interpretation of the Contract terms, or other relief with respect to the terms of the Contract, which demand the Contractor or Owner asserts is required or allowed under the Contract Documents and which the Contractor and the Owner have previously discussed and failed to agree upon.

13.2 For the Claim to be considered, it must meet the following requirements:

.1 The Claim must be in writing;

.2 The Claim by the Contractor must be signed by an authorized representative of the Contractor, and the Claim by the Owner must be signed by an authorized representative of the Owner;

.3 The Claim by the Contractor must be provided to the Owner and to the Design Professional and the Claim by the Owner must be provided to the Contractor and to the Design Professional;

.4 The Claim must be made no later than ten (10) days after the event or first appearance of the circumstance giving rise to the Claim;

.5 The Claim must describe in detail all known facts and circumstances that the Contractor or Owner asserts support the Claim;

.6 The Claim must refer to the provision(s) of the Contract Documents that the Contractor or Owner asserts support the Claim;

.7 The Contractor or Owner must provide all documentation or other information to substantiate the Claim; and

.8 The Contractor or Owner must continue its performance under this Contract pending the resolution of any Claim; provided, however, that the Contractor shall not perform any additional or changed work not otherwise authorized in accordance with the Contract Documents.

13.3 The failure by the Contractor to meet any of the requirements of Paragraph 13.2 shall constitute a complete waiver by the Contractor of any rights arising from or related to the Claim. Similarly, the failure by the Owner to meet any of the requirements of Paragraph 13.2 shall constitute a complete waiver by the Owner of any rights arising from or related to the Claim.

13.4 If the Claim is made based on concealed or unknown site conditions, the following shall apply in addition to all other provisions applicable to the Claim:

.1 The condition must have been previously concealed and unknown or of a type not ordinarily encountered in the general geographic location of the Project and must not have been reasonably susceptible to discovery; and

.2 The Contractor shall notify the Design Professional and the Owner of the condition and shall not disturb the condition until the Design Professional and Owner have observed it or have waived in writing the right to observe it.

13.5 If the Claim by the Contractor is for an increase in the Fixed Price Contract Amount, the following shall apply in addition to all other provisions applicable to the Claim:

.1 Any increase in the Fixed Price Contract Amount shall be strictly limited to the direct costs incurred by the Contractor and shall not include any other costs, indirect or other, including any costs for or related to lost productivity, profit, home office overhead and any other overhead, legal fees, claim preparation, any matter previously resolved by a change order, equipment costs, costs related to the services of a project manager unless the project manager was required full time by the Owner or the Contract Documents, any costs associated with the failure to complete the Work early or in advance of the date required by the Contract Documents, it being specifically agreed to by the parties that there is no intention to have the Eichleay or other similar formula applicable to this Contract nor shall this Contract be deemed to be subject to any such formula; and

.2 The Owner shall have no liability for, and the Fixed Price Contract Amount shall not be increased related to, any claims of third parties, including subcontractors, unless and until the liability of the Contractor for such has been established in a court of competent jurisdiction and any such liability of the Owner shall be limited in the same manner as described in subparagraph 13.5.1.

13.6 If the Claim by the Owner is for a change in the Fixed Price Contract Amount, all other applicable provisions to the Claim apply.

13.7 If the Claim by the Contractor is for an extension of the Contract Time, the following shall apply in addition to all other provisions applicable to the Claim:

.1 The Contractor has been delayed in its performance by an act or omission of the Owner and through no fault of the Contractor;

.2 The Contractor has been delayed in its performance by unusually severe weather that could not reasonably have been anticipated or by another event not within its reasonable control;

.3 At the time it occurs or during its occurrence, the delay will preclude completion of the Project in the time required by the Contract Documents; and

.4 Any extension of the Contract Time shall be the Contractor's sole and exclusive remedy for any delay except a delay caused by the active interference of the Owner with the Contractor's performance which active interference continues after written notice to the Owner. The Owner's exercise of any of its rights or remedies under this Contract, including ordering changes in the Work, directing suspension, rescheduling or correction of the Work, do not constitute active interference.

13.8 If a Claim is made based on an error, inconsistency or omission in the Contract that was reasonably susceptible to discovery by the Contractor and was not reported in accordance with Paragraph 2.3, that Claim shall be denied.

ARTICLE 14
RESOLUTION OF CLAIMS

14.1 All Claims made in accordance with Article 13 shall be reviewed and evaluated by the Design Professional. If the Claim is not made in strict accordance with Article 13, it shall be rejected as waived. Any failure by the Design Professional to reject the Claim for failure to meet the requirements of Article 13 is not binding on the Owner and the Owner may reject the Claim for such failure.

14.2 No later than seven (7) days from receipt of the Claim by the Design Professional, it shall:

.1 Make a written request to the Contractor or Owner for more data to support the Claim;

.2 Attempt to facilitate resolution of the Claim through informal negotiations; or

.3 If the Claim is by the Contractor, make a written recommendation to the Owner, with a copy to the Contractor, that the Owner reject or approve all or part of the Claim and state the reasons for the Design Professional's recommendation. If the Claim is by the Owner, make a written recommendation to the Contractor, with a copy to the Owner, that the Contractor reject or approve all or part of the Claim and state the reasons for the Design Professional's recommendation.

14.3 If the Design Professional requests more data from the Contractor or the Owner under subparagraph 14.2.1, the Contractor or Owner shall respond no later than seven (7) days from receipt of such request, and provide additional data, provide a date certain by which additional data will be provided, or state that it will not provide additional data. Upon receipt of data, if any, in accordance with this section, the Design Professional will complete the evaluation of the Claim. Failure to respond at all or failure to provide data by the date specified in the response to the request shall result in the Claim being evaluated based on the information in the Design Professional's possession.

14.4 In evaluating the Claim, the Design Professional may consult with the Contractor, the Owner or other persons with knowledge or expertise that may assist the Design Professional in its evaluation.

14.5 No later than fourteen (14) days after receipt by the Owner of the Design Professional's recommendation regarding the Contractor's Claim, the Owner shall, in writing, notify the Contractor and the Design Professional of its decision regarding the Claim. No later than fourteen (14) days after receipt

by the Contractor of the Design Professional's recommendation regarding the Owner's Claim, the Contractor shall, in writing, notify the Owner and the Design Professional of its decision regarding the Claim.

14.6 The Owner's decision regarding the Contractor's Claim is binding on the Owner and the Contractor but is subject to mediation in accordance with this Contract, and the Contractor's decision regarding the Owner's Claim is binding on the Owner and the Contractor but is subject to mediation in accordance with this Contract.

ARTICLE 15
SUBCONTRACTORS

15.1 A document in the form of Exhibit E shall be completed and submitted upon execution of this Contract and those subcontractors named therein shall match those subcontractors named in the Contractor's bid unless otherwise agreed to in writing by the Owner. Also upon execution of this Contract by the Contractor, the Contractor shall identify to the Owner and the Design Professional, in writing, those parties intended as subcontractors on the Project not otherwise named in Exhibit E. The Owner shall, in writing, state any objections the Owner may have to one or more of such subcontractors. The Contractor shall not enter into a subcontract with an intended subcontractor with reference to whom the Owner objects. All subcontracts shall afford the Contractor rights against the subcontractor which correspond to those rights afforded to the Owner against the Contractor herein, including those rights of Contract Termination as set forth in this Contract. All subcontractors shall, throughout the duration of this Contract, be properly licensed as Idaho Public Works Contractors.

15.2 The Contractor conditionally assigns each of its subcontracts related to the Project to the Owner. All subcontracts between the Contractor and the subcontractors shall obligate the subcontractor to such conditional assignment. Upon a Termination by the Owner for cause under Paragraph 20.1, the Owner may accept such conditional assignment by written notification to the applicable subcontractor and to the Contractor. Such acceptance is subject to the rights of the Surety, if any, relating to the Contract.

ARTICLE 16
CHANGES IN THE WORK

16.1 General

.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 and elsewhere in the Contract Documents; and

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

16.2 Change Orders

.1 A "Change Order" is a written instrument prepared by the Design Professional and signed by the Owner, Contractor and Design Professional, stating their agreement upon: a change in the work, any adjustment in the Fixed Price Contract Amount and any adjustment in the Contract Time;

.2 Methods used in determining adjustments to the Fixed Price Contract Amount may include those listed in subparagraph 16.3.4;

.3 The amount allowed for overhead and profit on any Change Order is limited to the amounts indicated in subparagraph 16.3.11;

.4 Any Change Order prepared, including those arising by reason of the parties' mutual agreement or by mediation, shall constitute a final and full settlement of all matters relating to or affected by the change in the Work, including all direct, indirect and consequential costs associated with such change and any and all adjustments to the Fixed Price Contract Amount and Contract Time. In the event a Change Order increases the Fixed Price Contract Amount, the Contractor shall include the Work covered by such Change Order in the Contractor's Request for Payment as if such Work were originally part of the Project and Contract Documents; and

.5 By the execution of a Change Order, the Contractor agrees and acknowledges that it has had sufficient time and opportunity to examine the change in Work which is the subject of the Change Order and that it has undertaken all reasonable efforts to discover and disclose any concealed or unknown conditions which may to any extent affect the Contractor's ability to perform in accordance with the Change Order. Aside from those matters specifically set forth in the Change Order, the Owner shall not be obligated to make any adjustments to either the Fixed Price Contract Amount or Contract Time by reason of any conditions affecting the change in Work addressed by the Change Order, which could have reasonably been discovered or disclosed by the Contractor's examination.

16.3 Construction Change Directive (CCD)

.1 A "Construction Change Directive" is a written order prepared by the Design Professional and signed by the Owner and Design Professional directing a change in the Work prior to agreement on adjustment, if any, in the Fixed Price Contract Amount 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 Fixed Price Contract Amount and Contract Time being adjusted accordingly;

.2 A Construction Change Directive, within limitations, may also be used to incorporate minor changes in the Work agreed to by the Design Professional's representative, the Owner's Field Representative and the Contractor's superintendent or project manager. The limits of these representatives' authority with regard to Construction Change Directives shall be documented in writing by the Design Professional, Owner and Contractor;

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

.4 If the Construction Change Directive provides for an adjustment to the Fixed Price Contract Amount, the adjustment shall be based on one (1) 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 subparagraph 16.3.7;

.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Design Professional in writing within forty-eight (48) hours 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 Fixed Price Contract Amount or Contract Time;

.6 A Construction Change Directive signed by the Contractor indicates the agreement of the Contractor therewith, including adjustment in Fixed Price Contract Amount and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be incorporated into a future Change Order;

.7 If the Contractor does not respond promptly or disagrees with the method for adjustments in the Fixed Price Contract Amount or Contract Time, the method and the adjustment shall be determined by the Design Professional 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 Fixed Price Contract Amount, an allowance for overhead and profit in accordance with subparagraph 16.3.11. In such case of an increase in Fixed Price Contract Amount, and also under subparagraph 16.3.4, the Contractor shall keep and present, in such form as the Design Professional may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this subsection shall be limited to the following:

> **.1** Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom and workers' compensation insurance;
>
> **.2** Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
>
> **.3** Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
>
> **.4** Costs of permit fees and sales, use or similar taxes related to the Work; and
>
> **.5** Additional costs of supervision and field office personnel directly attributable to the change;

.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which results in a net decrease in the Fixed Price Contract Amount shall be for the actual net cost of the decrease, confirmed by the Design Professional. 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;

.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, amounts not in dispute for such changes in the Work shall be included in the Contractor's Request for Payment accompanied by a Change Order indicating the parties' agreement with part or all of such costs;

.10 When the Owner and Contractor agree with the determination by the Design Professional concerning the adjustments in the Fixed Price Contract Amount and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and shall be recorded by preparation and execution of an appropriate Change Order; and

.11 For purposes of subparagraphs 16.2.3 and 16.3.7, the allowance for combined overhead, profit, bonds and insurance shall be limited as follows, unless otherwise provided in the Contract Documents:

> **.1** For changes, the amount allowed for overhead, profit, bonds and insurance for the Contractor and all subcontractors of any tier combined shall not exceed fifteen percent (15%) of direct costs; or
>
> **.2** The Contractor will determine the apportionment between the Contractor and its subcontractors of allowable amounts of overhead, profit, bonds and insurance.

16.4 The Design Professional will have authority to order minor changes in the Work not involving adjustment in the Fixed Price Contract Amount or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.

ARTICLE 17
DISCOVERING AND CORRECTING DEFECTIVE OR INCOMPLETE WORK

17.1 If the Contractor covers, conceals or obscures its Work in violation of this Contract or in violation of a directive or request from the Owner or the Design Professional, such Work shall be uncovered and displayed for the Owner's or Design Professional's inspection upon request and shall be reworked at no cost in time or money to the Owner.

17.2 If any of the Work is covered, concealed or obscured in a manner not addressed by Paragraph 17.1, it shall, if directed by the Owner or the Design Professional, be uncovered and displayed for the Owner's or Design Professional's inspection. If the uncovered Work conforms strictly with this Contract, the costs incurred by the Contractor to uncover and subsequently replace such Work shall be borne by the Owner. Otherwise, such costs shall be borne by the Contractor.

17.3 The Contractor shall, at no cost in time or money to the Owner, promptly correct Work (fabricated, installed or completed) rejected by the Owner or by the Design Professional as defective or that fails to conform to this Contract whether discovered before or after Substantial Completion. Additionally, the Contractor shall reimburse the Owner for all testing, inspections and other expenses incurred as a result thereof.

17.4 In addition to any other warranty obligations in this Contract, the Contractor shall be specifically obligated to correct, upon written direction from the Owner, any and all defective or nonconforming Work for a period of twelve (12) months following Substantial Completion.

17.5 The Owner may, but shall in no event be required to, choose to accept defective or nonconforming Work. In such event, the Fixed Price Contract Amount shall be reduced by the lesser of: (i) the reasonable costs of removing and correcting the defective or nonconforming Work; or (ii) the difference between the fair market value of the Project as constructed and the fair market value of the Project had it not been constructed in such a manner as to include defective or nonconforming Work. If the remaining portion of the unpaid Fixed Price Contract Amount, if any, is insufficient to compensate the Owner for the acceptance of defective or nonconforming Work, the Contractor shall, upon written demand from the Owner, pay the Owner such remaining compensation for accepting defective or nonconforming work.

ARTICLE 18
TERMINATION BY THE CONTRACTOR

18.1 The Contractor may terminate the Contract if the Work is stopped for a period of ninety (90) consecutive days through no act or fault of the Contractor or a subcontractor, sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

.1 Issuance of an order by a court or by another public authority having jurisdiction and authority which requires all Work to be stopped; or

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

18.2 In such event, the Contractor shall be entitled to recover from the Owner as though the Owner had terminated the Contractor's performance under this Contract pursuant to Paragraph 20.3.

ARTICLE 19
OWNER'S RIGHT TO SUSPEND CONTRACTOR'S PERFORMANCE

19.1 The Owner may, at any time and 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. If the Owner directs any such suspension, the Contractor must immediately comply with same.

19.2 In the event the Owner directs a suspension of performance under this Article, and such suspension is through no fault of the Contractor, the Fixed Price Contract Amount and Contract Time shall be adjusted for increases in the cost and time caused by such suspension, delay or interruption to cover the Contractor's reasonable costs, actually incurred and paid, of:

.1 Demobilization and remobilization, including such costs paid to subcontractors;

.2 Preserving and protecting Work in place;

.3 Storage of materials or equipment purchased for the Project, including insurance thereon; and

.4 Performing in a later, or during a longer, time frame than that provided by this Contract.

19.3 The adjustment of the Fixed Price Contract Amount shall include an amount for a reasonable profit. The adjustment of the Fixed Price Contract Amount shall not include any amount not otherwise allowed under this Contract, including any limitations applicable to Claims. The Contractor shall provide supporting documentation related to any increase upon request of the Owner. 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.

ARTICLE 20
TERMINATION BY THE OWNER

The Owner may terminate this Contract in accordance with the following terms and conditions:

20.1 If the Contractor does not perform the Work, or any part thereof, in accordance with the Contract Documents, or in a timely manner; does not supply adequate labor, supervisory personnel, or proper equipment or materials; fails to pay subcontractors; fails to timely discharge its obligations for labor, equipment, and materials; proceeds to disobey applicable law; or otherwise breaches this Contract, then the Owner, in addition to any other rights it may have against the Contractor, may terminate the Contract and assume control of the Project site and of all materials and equipment at the site and may complete the Work. In such case, the Contractor shall not be paid further until the Work is complete. Upon such Termination, the Owner may, subject to any superior rights of the Surety, take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by the Contractor; accept assignment of those subcontracts conditionally assigned under Paragraph 15.2; and finish the Work by whatever reasonable method the Owner may deem expedient.

20.2 When the Owner terminates the Contract for cause as provided in Paragraph 20.1, the Contractor shall not be entitled to receive further payment until the Work is finished and shall only be entitled to payment for Work satisfactorily performed by the Contractor in accordance with the Contract Documents. If the costs of finishing the Work, including compensation for the Design Professional's services and expenses made necessary thereby, exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract. The Contractor shall also terminate outstanding orders and subcontracts. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders. In the event the employment of the Contractor is terminated by the Owner for cause pursuant to Paragraph 20.1 and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination under Paragraph 20.3 and the provisions of Paragraph 20.3 shall apply.

20.3 The Owner may, at any time and for any reason, terminate this Contract. The Owner shall give no less than seven (7) days' written notice of such Termination to the Contractor specifying when termination becomes effective. The Contractor shall incur no further obligations in connection with the Work and the Contractor shall stop Work when such Termination becomes effective. The Contractor shall also terminate outstanding orders and subcontracts. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The Owner may direct the Contractor to assign the Contractor's right, title and interest under termination orders or subcontracts to the Owner or its designee. The Contractor shall transfer title and deliver to the Owner such completed or partially completed Work and materials, equipment, parts, fixtures, information and Contract rights as the Contractor has. When terminated pursuant to this section, the following shall apply:

.1 The Contractor shall submit a Termination Claim to the Owner and the Design Professional specifying the amounts claimed due because of the Termination, together with costs, pricing or other supporting data required by the Owner or the Design Professional. Failure by the Contractor to file a Termination Claim within ninety (90) days from the effective date of termination shall be deemed a complete waiver by the Contractor of any right to any payment;

.2 Before or after receipt of the Termination Claim, the Owner and the Contractor may agree to the compensation, if any, due to the Contractor hereunder; and

.3 If the Contractor has filed the Termination Claim but the Contractor and the Owner do not agree on an amount due to the Contractor, the Owner shall pay the Contractor the following amounts:

.1 Unpaid Contract prices for labor, materials, equipment and other services provided or perfected prior to termination and acceptable to or accepted by the Owner;

.2 Reasonable costs incurred in preparing to perform the terminated portion of the Work, and in terminating the Contractor's performance, plus a fair and reasonable allowance for direct job-site overhead and profit related to such preparation (such profit shall not include anticipated profit or consequential damages); provided, however, that if it appears that the Contractor would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated loss, if any; and

.3 Reasonable costs of settling and paying claims arising out of the Termination of subcontracts or orders pursuant to this Paragraph 20.3.

20.4 Costs described in subparagraphs 20.3.3.2 or 20.3.3.3 above shall not include amounts paid in accordance with other provisions hereof. In no event shall the total sum to be paid the Contractor under subparagraph 20.3.3 exceed the total Fixed Price Contract Amount, as properly adjusted, reduced by the amount of payments previously or otherwise made and by any other deductions permitted under this Contract and shall in no event include duplication of payment.

ARTICLE 21
CONTRACTOR'S LIABILITY INSURANCE

21.1 The Contractor, subcontractor and sub-subcontractor shall purchase and maintain in full force and effect from a company or companies lawfully authorized to do business in the State of Idaho such insurance as will protect the Contractor, subcontractor and sub-subcontractor from claims set forth below which may arise out of or result from the Contractor's or subcontractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable:

.1 Claims under workers' or workmen's compensation, disability benefits and other similar employee benefit acts which are applicable to the work to be performed;

.2 Claims for damages because of bodily injury, occupational sickness or disease or death of the Contractor's employees;

.3 Claims for damages because of bodily injury, sickness or disease or death of any person other than the Contractor's employees;

.4 Claims for damages insured by usual personal injury liability coverage which are sustained: (i) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor; or (ii) by another person;

.5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting there from;

.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

.7 Claims for bodily injury or property damage arising out of completed operations; and

.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Article 11.

21.2 The insurance required by Paragraph 21.1 above shall be written for not less than limits of liability specified in this Contract or as required by law, whichever is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment. In addition, for any insurance required that is obtained on a claims-made basis, "tail coverage" is required at the completion of the Work for twenty-four (24) months. Continuous claims-made coverage will be acceptable in lieu of "tail coverage" provided the retroactive date is on or before the effective date of this Contract or twenty-four (24) months "prior acts" coverage is provided.

.1 The insurance required by Paragraph 21.1 above shall be written for not less than the following limits:

.1 Workers' Compensation and Employer's Liability

(a)	State Workers Compensation:	Statutory
(b)	Employer's Liability:	$100,000 per Accident
		$500,000 Disease, Policy Limit
		$100,000 Disease, Each Employee

.2 Comprehensive Commercial General Liability and Umbrella Liability Insurance. Contractor shall maintain Commercial General Liability ("CGL") and, if necessary, commercial umbrella insurance with a limit of not less than $1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project location;

CGL insurance shall be written on Insurance Services Office ("ISO") occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operation, independent contractors, products-completed operations, personal (including employee acts) and advertising injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). As applicable, coverage must also include a broad form CGL endorsement if the substitute insurance is a 1973 edition CGL or its equivalent;

Owner shall be included as an additional insured under the CGL, using ISO additional insured endorsement CG 20 10 and CG 20 37 or their equivalent, which endorsement shall include coverage for the Owner with respect to liability arising out of the Work, including completed operations of Contractor, and which coverage shall be maintained in effect for the benefit of Owner for a period of two (2) years following the completion of the work specified in this Contract. Additional insured coverage as required in this subparagraph shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to the Owner;

(a) For the hazards of explosion, collapse, and damage to underground property, commonly referred to as XCU, coverage shall be required if the exposures exist; and

This coverage may be provided by the subcontractor if the Owner and prime Contractor are named as additional insureds;

.3 Business Auto and Umbrella Liability Insurance: Contractor shall maintain business, auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than $1,000,000 each accident;

Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos);

Business auto coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01;

If hazardous waste will be hauled, Contractor shall obtain pollution liability coverage equivalent to that provided under the ISO pollution liability-broadened coverage for covered autos endorsement (CA 99 48) and the Motor Carrier Act endorsement (MCS 90) shall be attached;

.4 If the General Liability coverages are provided by Commercial Liability policies the:

.1 General Aggregate shall be not less than $2,000,000; and

.2 Fire legal liability shall be provided in an amount not less than $100,000 per occurrence; and

.5 Umbrella Excess Liability. An umbrella policy may be used in combination with other policies to provide the required coverage.

21.3 The Owner shall be named as additional insured or loss payee, as applicable, on the insurance required in subparagraphs 21.2.1.2, 21.2.1.3 and 21.2.1.5 above, and the insurance shall contain the severability of interest clause as follows:

> "The insurance afforded herein applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's 'liability.' "

21.4 The Contractor may include all subcontractors as insureds under the Contractor's policies in lieu of separate policies by each subcontractor. The Contractor must furnish the State of Idaho, Idaho Transportation Department, with the required endorsements or certificates of insurance from each subcontractor which names the subcontractor, its officials, employees and volunteers as insureds.

21.5 Certificates of Insurance for Workers' Compensation shall be on the standard form. Certificates of Insurance for Commercial or Comprehensive General Liability shall be the most current ACORD Form 25 or 28, must be acceptable to the Owner and shall be filed with the Owner prior to commencement of the Work. The Owner may require proof of coverage by an endorsement. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Contractor's Request for Payment as required by Article 7. Information concerning reduction of coverage shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief.

ARTICLE 22
OWNER'S LIABILITY INSURANCE

The Owner, at its option, may purchase or maintain insurance for protection against claims which may arise from operations under the Contract.

ARTICLE 23
PROPERTY INSURANCE

23.1 Unless otherwise provided, the Owner shall purchase or maintain, from a company or companies lawfully authorized to do business in the State of Idaho, property insurance written on a builders risk "all-risk" or equivalent policy form in an amount not less than the initial Fixed Price Contract Amount. Such property insurance shall be maintained until final payment to the Contractor has been made. This insurance shall include interests of the Owner, the Contractor, subcontractors and sub-subcontractors.

23.2 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, but not necessarily be limited to insurance against the perils of fire (with extended coverage) and mischief, collapse, earthquake, flood, windstorm, temporary buildings and debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and shall cover necessary and reasonable expenses for the Design Professional's expenses required as a result of such insured loss.

23.3 If the property insurance requires deductibles, the Owner shall pay costs of such deductibles.

23.4 Boiler and Machinery Insurance. The Owner will purchase and maintain boiler and machinery insurance, which shall specifically cover such insured objects during installation and testing.

23.5 Loss of Use Insurance. The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of the Owner's property due to fire or other hazards, however caused.

23.6 Waivers of Subrogation. The Owner and Contractor waive all rights against: (i) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other; and (ii) the

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

23.7 The Contractor authorizes the Owner to negotiate and agree on the value and extent of, and to collect the proceeds payable with respect to, any loss under a policy of insurance carried by the Owner pursuant to any of the provisions of this Article. The Owner shall have full right and authority to compromise any claim, or to enforce any claim by legal action or otherwise, or to release and discharge any insurer, by and on behalf of the Owner and Contractor. The Owner shall provide written notice to Contractor of: (i) its having reached any such settlement or adjustment with an insurer; and (ii) the receipt of any funds pursuant to this Article. Any objection by the Contractor to a settlement or adjustment made under this Article must be made in writing to the Owner within five (5) business days of the notice from the Owner. The Owner and the Contractor agree to attempt to resolve the dispute by mutual agreement.

23.8 A loss under the Owner's property insurance shall be adjusted by the Owner and made payable to the Owner for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause.

23.9 The Owner shall deposit proceeds so received, in a manner in which such proceeds can be separately accounted for, which proceeds the Owner shall distribute in accordance with such agreement as the parties in interest may reach. If after such loss no other special agreement is made and unless the Owner terminates the Contract pursuant to Article 20, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 16.

23.10 The Contractor shall pay subcontractors their shares of the insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require subcontractors to acknowledge the Owner's authority under this Article 23 and make payments to their sub-subcontractors in similar manner.

23.11 Nothing contained in this Article 23 shall preclude the Contractor from obtaining, solely at its own expense, additional insurance not otherwise required.

ARTICLE 24
PERFORMANCE AND PAYMENT BONDS

24.1 The Contractor shall furnish separate performance and payment bonds to the Owner. Each bond shall set forth a penal sum in an amount not less than the Fixed Price Contract Amount and shall include a power of attorney attached to each bond. The signature of both the Contractor (principal) and the Surety are required. If the Surety is incorporated, both bonds must have the corporate seal. Each bond furnished by the Contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such bonds. In the event the Fixed Price Contract Amount is adjusted by Change Order executed by the Contractor, the penal sum of both the performance bond and the payment bond shall be deemed increased by like amount. The performance and payment bonds furnished by the

Contractor shall be AIA Document A312, or a standard surety form certified approved to be the same as the AIA Document A312, and shall be executed by a Surety, or Sureties, reasonably acceptable to the Owner and authorized to do business in the State of Idaho.

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

24.3 It is the Contractor's obligation to notify the Surety in the event of changes in the Contract Documents, which in the absence of notification might serve to discharge the Surety's obligations, duties or liability under bonds or the Contract.

ARTICLE 25
PROJECT RECORDS

25.1 All documents relating in any manner whatsoever to the Project, or any designated portion thereof, which are in the possession of the Contractor or any subcontractor of the Contractor, shall be made available to the Owner or the Design Professional for inspection and copying upon written request. Furthermore, said documents shall be made available, upon request by the Owner, to any state, federal or other regulatory authority and any such authority may review, inspect and copy such records. Said records include all drawings, plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos or other writings or things which document the Project, its design and its construction. Said records expressly include those documents reflecting the cost of construction to the Contractor. The Contractor shall maintain and protect these documents for no less than four (4) years after final completion or termination of the Contract or for any longer period of time as may be required by law or good construction practice.

ARTICLE 26
MISCELLANEOUS PROVISIONS

26.1 The law is hereby agreed to be the law of the State of Idaho. The parties further agree that venue for any proceeding related to this Contract shall be in Boise, Ada County, Idaho, unless otherwise mutually agreed by the parties.

26.2 Pursuant to Section 54-1904A, Idaho Code, within thirty (30) days after award of this Contract, the Contractor shall file with the Idaho State Tax Commission, with a copy to the Owner, a signed statement showing the date of Contract award, the names and addresses of the home offices of contracting parties, including all subcontractors, the state of incorporation, the Project Number and a general description of the type and location of the Work, the amount of the prime contracts and all subcontracts and all other relevant information which may be required on forms which may be prescribed by the Idaho State Tax Commission.

26.3 The Contractor, in consideration of securing the business of erecting or constructing public works in the State of Idaho, recognizing that the business in which it is engaged is of a transitory character, and that in the pursuit thereof, its property used therein may be without the state when taxes, excises or license fees to which it is liable become payable, agrees:

.1 To pay promptly when due all taxes (other than on real property), excises and license fees due to the State of Idaho, its sub-divisions, and municipal and quasi-municipal corporations therein, accrued or accruing during the term of this Contract, whether or not the same shall be payable at the end of such term;

.2 That if the said taxes, excises and license fees are not payable at the end of said term, but liability for the payment thereof exists even though the same constitute liens upon its property, to secure the same to the satisfaction of the respective officers charged with the collection thereof; and

.3 That, in the event of its default in the payment or securing of such taxes, excises and license fees, to consent that the department, officer, board or taxing unit entering into this Contract may withhold from any payment due it hereunder the estimated amount of such accrued and accruing taxes, excises and license fees for the benefit of all taxing units to which said Contractor is liable.

26.4 Before entering into a Contract, the Contractor shall be authorized to do business in the State of Idaho and shall submit a properly executed Contractor's Affidavit Concerning Taxes (Exhibit D).

26.5 Pursuant to Section 44-1002, Idaho Code, it is provided that each Contractor "must employ ninety-five percent (95%) bona fide Idaho residents as employees on any job under any such contract except where under such contracts fifty (50) or less persons are employed the contractor may employ ten percent (10%) nonresidents, provided, however, in all cases employers must give preference to the employment of bona fide residents in the performance of said work, and no contract shall be let to any person, firm, association, or corporation refusing to execute an agreement with the above mentioned provisions in it; provided, that, in contracts involving the expenditure of federal aid funds this act shall not be enforced in such a manner as to conflict with or be contrary to the federal statutes prescribing a labor preference to honorably discharged soldiers, sailors, and marines, prohibiting as unlawful any other preference or discrimination among citizens of the United States." (Ref. Section 44-1001, Idaho Code)

26.6 The Contractor shall maintain, in compliance with Title 72, Chapter 17, Idaho Code, a drug-free workplace program throughout the duration of this Contract and shall only subcontract work to subcontractors who have programs that comply with Title 72, Chapter 17, Idaho Code.

26.7 As between the Owner and Contractor as to acts or failures to act, any applicable statute of limitations shall commence to run and any legal cause of action shall be deemed to have accrued in any and all events in accordance with Idaho law.

26.8 The Contractor and its subcontractors and sub-subcontractors shall comply with all applicable Idaho statutes with specific reference to Idaho Public Works Contractors' licensing laws in the State of Idaho, Title 54, Chapter 19, Idaho Code, as amended.

26.9 The Contractor shall not knowingly hire or engage any illegal aliens or persons not authorized to work in the United States and take steps to verify that it does not hire or engage any illegal aliens or persons not authorized to work in the United States. Any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and shall be cause for the imposition of monetary penalties not to exceed five percent (5%) of the Fixed Price Contract Amount per violation and/or Termination of this Contract. The Contractor also acknowledges that, if it is a natural person, it is subject to Title 67, Chapter 79, Idaho Code regarding verification of lawful presence in the United States.

ARTICLE 27
EQUAL OPPORTUNITY

The Contractor shall maintain policies of employment as follows:

27.1 The Contractor and the Contractor's subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, age or national origin. Such action shall include the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

27.2 The Contractor and the Contractor's subcontractors shall, in all solicitation or advertisements for employees placed by them or on their behalf; state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, age or national origin.

ARTICLE 28
SUCCESSORS AND ASSIGNS

28.1 Each party binds itself, its successors, assigns, executors, administrators or other representatives to the other party hereto and to successors, assigns, executors, administrators or other representatives of such other party in connection with all terms and conditions of this Contract. The Contractor shall not assign this Contract or any part of it or right or obligation pursuant to it without prior written consent of the Owner. If Contractor attempts to make assignment without consent of Owner, Contractor shall remain legally responsible for all obligations under this Contract.

ARTICLE 29
SEVERABILITY

29.1 In the event any provision or section of this Contract conflicts with applicable law or is otherwise held to be unenforceable, the remaining provisions shall nevertheless be enforceable and shall be carried into effect.

ARTICLE 30
MEDIATION

30.1 Contractor Claims for additional cost or time are subject to Article 13, shall be reviewed as provided in accordance with that Article and, as a condition precedent to litigation, are subject to dispute resolution attempts and mediation in accordance with this Article. All other issues and disputes arising from this contract are also subject to dispute resolution attempts & mediation in accordance with this Article, as a condition precedent to litigation.

30.2 The parties agree that resolution of any dispute or disagreement without formal legal proceedings is to their mutual benefit and to the benefit of the Project.

30.3 The parties agree to make every reasonable attempt to resolve any issues or disputes informally. The parties further agree that prior to the institution by either of legal or equitable proceedings of any kind, and as a condition precedent thereto, any dispute between the Contractor and the Owner related to the Contract, including a dispute over the Owner's decision regarding a Claim, shall be subject to mediation as follows:

.1 If the issue to be mediated involves only a dispute regarding the Contract Time, no request to mediate shall be made unless liquidated damages have been assessed by the Owner. If the issue to be mediated involves a Claim or other financial dispute, no request to mediate shall be made unless the amount is $50,000 or more or until there are cumulative Claims or disputes amounting to $50,000 or more; provided, however, that a mediation request can be made as to any Claim or financial matter at any time after Substantial Completion;

.2 The party seeking mediation shall notify the other party in writing of its mediation request. In such written request, the requesting party must clearly describe the issues it believes are subject to mediation;

.3 Within fifteen (15) days of receipt of the mediation request, the non-requesting party shall respond in writing to the request;

.4 Unless the Owner and the Contractor agree to other rules for mediation, mediation shall be in accordance with the Construction Industry Rules of Arbitration and Mediation Procedures in effect at the time of the mediation;

.5 The parties shall share the mediator's fee and any filing fees equally; provided, however, that if a party makes a written request to the mediator without satisfying the requirements of this section and by doing so incurs any costs or fees, that party shall be solely responsible for the costs or fees;

.6 Unless otherwise mutually agreed to by the parties, the mediation shall be in Boise, Ada County, Idaho;

.7 The parties shall cooperate in arranging the other details of mediation, such as selection of the mediator, mediation dates and times;

.8 The parties agree that all parties necessary to resolve the matter shall be parties to the same mediation proceeding; provided, however, that no subcontractor or sub-subcontractor shall attend the mediation absent advance notice and consent from the Owner;

.9 Agreements reached in mediation shall be enforceable as settlement agreements in any court having proper jurisdiction; and

.10 Unless otherwise agreed in writing, the Contractor shall continue the Work and maintain the approved schedules during any mediation proceedings. If the Contractor continues to perform, the Owner shall continue to make payments in accordance with the Contract Documents.

30.4 If mediation fails to resolve the dispute, either party may file an action in the courts of Idaho in accordance with the venue provision contained in this Contract.

ARTICLE 31
WAIVER OF CONSEQUENTIAL DAMAGES

31.1 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.

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

31.2 This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Articles 18 and 20. Nothing contained in this paragraph shall be deemed to preclude an award of the assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

IN WITNESS WHEREOF, the parties have executed this Contract on the dates set forth below.

OWNER

State of Idaho
Idaho Transportation Department

_____
Date Executed

By: _____
Megan Vaudrin,
Facilities Management Contracting Officer

CONTRACTOR

_____
(Contractor's Name- Typed)

SEAL

_____
Date Executed

By: _____
Signature

_____
Printed Name

_____
Title

EXHIBIT A

OWNER'S PROJECT IDENTIFICATION INFORMATION:

ITD Project No. FM52311
D5 Pocatello HQ Roof Replacements
Pocatello, ID

General Project Description: This project can be summarized to include complete roof replacement of the Supply/Shop building (B5002), District 5 Annex Building (B5005), and Service Station (B5003) Buildings located at the ITD District 5 Headquarters in Pocatello, ID. Work includes removal of the existing roof system down to the existing structural concrete "T" roof deck and replacement with new fully adhered single-ply roofing membrane over 6" of new rigid insulation on all (3) buildings. Roof replacements include new flashings, gutters, downspouts, drains, and miscellaneous roofing accessories to provide complete roof systems on the buildings.

ADDENDA: Addenda applicable to the Contract and made a part of are as follows:

Addendum No. _ Dated _____
Addendum No. _Dated _____
Addendum No. _Dated _____

FIXED PRICE CONTRACT AMOUNT AND ACCEPTED ALTERNATES:

Base Bid Amount:			$.00
Alternate No. 1	(District 5 Annex Building (B5005))	add	$.00
Alternate No. 2	(Service Station (B5003))	add	$.00
Total Fixed Price Contract Amount			
(_____) Dollars			**$.00**

Contractor's Requests for Payment are to be submitted for Work accomplished through the _____ day of each month as described in Paragraph 7.3.

TIME FOR PERFORMANCE AND LIQUIDATED DAMAGES:

A. The Contractor shall commence construction of its scope of the Work in accordance with the Notice to Proceed issued by the Owner, and which will become Exhibit F to this Contract.

B. The Contractor shall accomplish Substantial Completion as defined in Article 6 of the Contract within one hundred eighty (180) consecutive calendar days from the date authorized to proceed in the Notice to Proceed.

C. The amount of liquidated damages per day for each and every day of unexcused delay as outlined in Article 6 on the Contract is: Five Hundred Dollars ($500.00)

DRAWINGS AND SPECIFICATIONS

The Owner shall furnish the Contractor 1 sets of Drawings and Project Manuals.

EXHIBIT B

ADDRESSES and AUTHORIZED REPRESENTATIVES: The names, addresses and authorized representatives of the Owner, the Contractor and the Design Professional are:

OWNER:
State of Idaho Transportation Department
Tony Pirc, Facilities Manager
11331 W Chinden Blvd., Bld. 8
Boise, Idaho 83714
208-334-8600
tony.pirc@itd.idaho.gov

Contracting Officer:
Idaho Transportation Department
Megan Vaudrin, Facilities Management Contracting Officer
11331 W Chinden Blvd., Bld. 8
Boise, Idaho 83714
208-334-8606
megan.vaudrin@itd.idaho.gov
May sign for Owner: Yes [X] No [ ]

Field Representative:
Idaho Transportation Department
Jerry Bauer, District Field Representative
5151 South 5th Avenue
Pocatello, ID 83204
(208) 239-3308
jerry.bauer@itd.idaho.gov
May sign for Owner: Yes [ ] No [X]

CONTRACTOR:
_____ (company name)
_____ (address)
_____ (city, state, zip)
_____ (telephone and FAX)
Public Works Contractors License No. _____

Officer:
_____ (name and title)
_____ (telephone)
_____ (E-mail)

Contractor's
Project Manager:
_____ (name)
_____ (telephone and FAX)
_____ (E-mail)
May sign for Contractor: Yes [ ] No [ ]
Change Orders: up to: $____.00
Construction Change Authorizations: up to: $_____.00
Contractor's Request for Payment

Contractor's
Superintendent:
_____ (name)
_____ (telephone and FAX)
_____ (E-mail)
May sign for Contractor: Yes [ ] No [ ]
Construction Change Authorizations: up to $_____.00

DESIGN PROFESSIONAL:

Myers Anderson Architects, PLLC
122 South Main Street, Suite 1
Pocatello, ID 83204
(208) 232-3741
(208) 232-3782

Professional's
Project Manager: Richard Creason
Professional License No. AR-985241
(208) 232-3741
(208) 232-3782
richard@myersanderson.com

Professional's
Field Representative: Matt Frankel
(208) 232-3741
(208) 232-3782
matt@myersanderson.com

May sign for Design Professional:

Field Reports	Yes [X]	No [ ]
Change Order Proposal Requests	Yes [X]	No [ ]
Construction Change Authorization:	Yes [X]	No [ ]
Construction Change Order	Yes [X]	No [ ]
Design Professional's Supplemental Instructions	Yes [X]	No [ ]
Interpretations of the Contract Documents	Yes [X]	No [ ]
Contractor's Request for Payment	Yes [X]	No [ ]
Acceptance of Substantial Completion	Yes [X]	No [ ]
Acceptance of final completion	Yes [X]	No [ ]

EXHIBIT C

LIST OF DRAWINGS:
GENERAL
G100 Cover Sheet, Index of Drawings and Symbols

DEMOLITION
D100 Shop Building Roof Demolition Plan
D101 Shop Building Demolition Photos
D200 Service Station Roof Demolition Plan
D201 Service Station Demolition Photos
D300 Annex Building Roof Demolition Plan
D301 Annex Building Demolition Photos

ARCHITECTURAL
A100 Shop Building Roof Plan
A200 Service Station Roof Plan
A300 Annex Building Roof Plan and Details
A400 Details
A401 Details
A402 Detail

LIST OF SPECIFICATIONS:
DIVISION 1 - GENERAL REQUIREMENTS
01 10 00 Summary
01 20 00 Price and Payment Procedures
01 23 00 Alternates
01 25 00 Substitution Procedures
01 30 00 Administrative Requirements
01 33 00 Submittal Procedures
01 40 00 Quality Requirements
01 50 00 Temporary Facilities and Controls
01 60 00 Product Requirements
01 73 00 Execution
01 77 00 Closeout Procedures
01 78 23 Operation and Maintenance Data
01 79 00 Demonstration and Training
Copyright Release Agreement
Request for Interpretation
Substitution Request

DIVISION 2 – EXISTING CONDITIONS
02 41 19 Selective Structure Demolition

DIVISION 6 – WOOD, PLASTICS, AND COMPOSITES
06 10 53 Miscellaneous Rough Carpentry

DIVISION 7 – THERMAL AND MOISTURE PROTECTION
07 10 40 Selective Demolition of Roofing Materials
07 53 03 Elastomeric Membrane Roofing (TPO) Fully Adhered
07 53 03 Elastomeric Membrane Roofing (PVC)
07 62 00 Sheet Metal Flashing and Trim
07 71 00 Roof Specialties
07 71 23 Manufactured Gutters and Downspouts
State of Idaho Roofing Warranty
30 Year Guaranty for Single Ply Roofing

EXHIBIT D

CONTRACTOR'S AFFIDAVIT CONCERNING TAXES

STATE OF _____)

COUNTY OF _____)

Pursuant to the Title 63, Chapter 15, Idaho Code I, the undersigned, being duly sworn, depose and certify that all taxes, excises and license fees due to the State or its taxing units, for which I or my property is liable then due or delinquent, has been paid, or arrangements have been made, before entering into a Contract for construction of any public works in the State of Idaho.

_____
Name of Contractor

_____
Address

_____
City and State *SEAL*

By:

_____
(Signature)

Subscribed and sworn to before me this _____ day of _____, _____.

_____
NOTARY PUBLIC
Residing at: _____
Commission expires: _____

EXHIBIT E

NAMED SUBCONTRACTORS:

Pursuant to Section 67-2310, Idaho Code, commonly known as the naming law, the names and addresses of the entities who will perform the plumbing, heating and air conditioning and electrical work were named in the bid and are as follows:

EXHIBIT F

NOTICE TO PROCEED

TO CONTRACTOR: DPW NUMBER:

CONTRACT DATE**NAME**
We :

CONTRACT AMOUNT: $

DATE OF ISSUANCE:

ARCHITECT: Myers Anderson Architects
122 South Main Street, Suite 1
Pocatello, ID 83204

OWNER: State of Idaho

You are hereby notified to commence work on the above referenced contract on/or before and are to substantially complete the work within **180** consecutive calendar days thereafter; therefore your contract completion date is .

The contract provides for the sum of **$500** as liquidated damages for each consecutive calendar day after the above established substantial completion date that the work remains incomplete. Completion date will be established by "Certificate of Substantial Completion."

You are reminded that any changes to the original contract document regarding either cost or completion date must be effected by a change order approved by this department.

Your payment estimates must be submitted on Division of Public Works forms included herein. We will be most happy to assist you in preparing the payment estimate forms.

has been appointed Field Representative for this project. Please contact him at **332-** prior to beginning work. A pre-construction meeting will be held **,** at , at **(location)**

Sincerely,

PAT DONALDSON
ADMINISTRATOR

PD:pb

DISTRIBUTION: Tax Commission
Division of Building Safety
Risk Management (w/ Builder's Risk Application, if applicable)
(Project Manager)
Fiscal Office TAX ID xx-xxxxxxx

sample

EXHIBIT G

Idaho State Tax Commission
REQUEST FOR TAX RELEASE

Date:_____

PART I -- AWARDING AGENCY INFORMATION:		
Name of agency	Mailing address	City, state, and ZIP Code
Contact name	Phone number	Email address

PART II -- CONTRACTOR INFORMATION:			
Name of contractor		Mailing address	City, state, and ZIP Code
Federal EIN	Contact name	Phone number	Email address

PART III -- CONSTRUCTION/CONTRACT MANAGER INFORMATION (if applicable):			
Name of business		Mailing address	City, state, and ZIP Code
Federal EIN	Contact name	Phone number	Email address

Send a copy of the approved Tax Release to: Awarding Agency Contractor Construction Manager

NOTE: *We will email all copies unless otherwise requested*

PART IV -- PROJECT INFORMATION:	
Name of project	Location of project

Description of project

Project number assigned by awarding agency	Project start date	Project completion date	Final/closing contract amount (includes all change orders)

Did any government entities supply materials which were installed by this contractor or its subs?: Yes No

If YES, list these materials and their dollar values. (Attach additional information if needed)

List Materials	List Dollar Values of Materials
	$
	$
	$

Send to: Contract Desk/Sales Tax Audit
Idaho State Tax
Commission PO Box 36
Boise ID 83722-0410
Phone: (208) 334-7618 • Fax: (208) 332-6619 • Email: **contractdesk@tax.idaho.gov**

NOTE: *Please allow 30 days to process a Tax Release Request. You must send a complete, signed Form WH-5 Public Works Contract Report to the Idaho State Tax Commission to complete this request.*

EXHIBIT H

RELEASE OF CLAIMS

(TO BE COMPLETED FOR FINAL PAYMENT)

I, _____, do hereby release the State of Idaho from any and all claims of any character whatsoever arising under and by virtue of contract number _____ Dated _ as amended, except as herein stated.

Dated _____ Contractor _____

EXHIBIT J

Conditions Precedent to Final Payment

Date: _____

ITD Project No. _____
Project Title:_____
Location:_____

Send to:
State of Idaho
Idaho Transportation Department
3311 W State St
Boise, Idaho 83702

Copy to:
Design Professional
_____
_____
_____

Contractor's Responsibilities:

Per Paragraph 7:13 of the Fixed Price Contract: As a condition precedent to final payment, the Contractor must furnish the owner, in the form and manner required by Owner, to be submitted to the Design Professional for approval, the following:

- ❒ Contractor's Final Request for Payment Form has been provided;
- ❒ Release of Claims form has been form, Exhibit H);
- Contractor's Affidavit of Payment of Debts and Claims Form has been provided (AIA G706);
- ❒ Consent of Surety to Final Payment has been provided (AIA G707);
- ❒ Confirmation of all required training (DPW's Training Confirmation Exhibit K), product warranties, operating manuals, instruction manuals and other record documents, drawings and items customarily required of the Contractor has been provided.
- ❒ Public Works Contract Tax Release from the Idaho Tax Commission has been provided;
- ❒ ITD's Letter of Completion/Final Inspection Sign-Off (as required);
- ❒ Project Finalization and Start Up has been provided (as required, Exhibit L);

_____

Contractor's Signature Date

Design Professional's Approval for Payment:

- ❒ All Documents Required per Paragraph 7.13 of the Fixed Price Contract
- ❒ All Warranties, Guarantees, etc. have been received, approved and have been provided.
- ❒ Contractor's As-Built Drawings, have been received, reviewed, approved.
- ❒ Final punch list with AE's verification that all items have been completed, has been uploaded to OMS.

Record Drawings have been completed by AE. All required copies of the Record Documents and electronic media are attached and signed off as complete.

❒

To the best of my knowledge, information, and belief, and on the basis of my observations and inspections, I certify the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the required documentation required by Paragraph 7.13 of the fixed priced contract has been received. The entire balance, as shown on the attached Final Request for Payment, is due and payable.

_____

Design Professional's Signature Date

EXHIBIT K

STATE OF IDAHO

Idaho Transportation Department

Training Confirmation Sign-In Sheet

DPW Project: _____ Agency: _____
Project Name: _____ Project Location: _____
Field Representative: _____ Date & Time:_____

Name	Company	E-mail	Telephone	Signature

V:\Design and Construction\CONTRACT ADMINISTRATION\Close Out\Training Confirmation Sign In Sheet.xlsx

EXHIBIT L

PROJECT FINALIZATION AND START-UP

Upon completion of the equipment and systems installation and connections, the contractor shall assemble all equipment factory representative and subcontractors together for system start-up.

These people shall assist in start-up and check out their system(s) and remain at the site until the total system operation is acceptable and understood by the agency's representative(s). The factory representative and system subcontractor shall also give instructions on operation and maintenance of their equipment to the agency's maintenance and/or operation personnel. To prove acceptance of operation and instruction by the agency's representative(s), this written statement of acceptance shall be signed below.

> "I, the Contractor, associated factory representative and subcontractors, have started each system and the total system; and have proven their normal operation to the agency's representative(s) and maintenance/operation personnel and have instructed him/them in the operation and maintenance thereof."

_____	_____
Agency's Representative	Contractor
_____	_____
Signature	Signature
_____	_____
Date	Date

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Technical Specifications

DIVISION 01 GENERAL CONDITIONS

SECTION 01 10 00

SUMMARY

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
1. Contract description.
2. Work by Owner or Others
3. Contractor's use of Site and premises.
4. Work sequence.
5. Owner occupancy.
6. Permits.
7. Specification conventions.
8. Specification and Drawing Coordination.

1.2 CONTRACT DESCRIPTION

A. The project consists of complete roof replacement of the Supply/Shop Building (B5002), District 5 Annex Building (B5005), and Service Station (B5003) located at the ITD District 5 Headquarters in Pocatello, Idaho. Work includes removal of the existing roof system down to the existing structural concrete “T” roof deck and replacement with new fully adhered single-ply roofing membrane over 6” of new rigid insulation on all three buildings. Roof replacements include new flashings, gutters, downspouts, and miscellaneous roofing accessories to provide complete roof systems on the buildings.

B. Perform Work of Contract under fixed cost Contract with Owner according to Conditions of Contract.

1.3 WORK BY OWNER OR OTHERS

A. If Owner-awarded contracts interfere with this contract due to work being performed at the same time or at the same Site, Owner will determine the sequence of work under all contracts according to "Work Sequence" and "Contractor's Use of Site and Premises" Articles in this Section.

B. Items noted NIC (Not in Contract), will be furnished and installed by Owner.

1.4 CONTRACTOR'S USE OF SITE AND PREMISES

A. Limit use of Site and premises to allow:
1. Owner occupancy.
2. Work by Owner.

B. Access to Site: Coordinate with the Owner and Agency

C. Construction Operations: Limited to areas indicated on Drawings.

D. Utility Outages and Shutdown:
1. Coordinate and schedule electrical and other utility outages with Owner.
2. At least one week before scheduled outage, submit Outage Request to Architect and Owner itemizing the dates, times, and duration of each requested outage.

1.5 WORK SEQUENCE

A. Construct Work in order to accommodate Owner's occupancy requirements during construction period. Coordinate construction schedule and operations with Owner.

1.6 OWNER OCCUPANCY

A. Owner will occupy site and portions of the building during entire period of construction.

B. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.

C. Schedule the Work to accommodate Owner occupancy.

1.7 PERMITS

A. Furnish all necessary permits for construction of Work.

1.8 SPECIFICATION CONVENTIONS

A. Specification Format: The Specifications are organized into Divisions and Sections using CSI numbering system.

B. Section Identification: The Specifications are section numbers and titles to help cross-referencing in the Contract Documents. Sections in the Project Manual are in numeric sequence; however, the sequence is incomplete. Consult the table of contents at the beginning of the Project Manual to determine numbers and names of sections in the Contract Documents.

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

1.9 SPECIFICATION AND DRAWING COORDINATION

A. The specifications and drawings are complementary to each other with neither one has precedence over the other. Should there be a conflict between specifications and drawings, request clarification from the Architects before proceeding.

B. The drawings within the construction documents are complimentary to each other with no drawing, note or schedule have precedence over the other. Should there be a conflict between drawings notes and schedules, request clarification from the Architects before proceeding.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION - Not Used

END OF SECTION

SECTION 01 20 00

PRICE AND PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Schedule of Values

B. Application for Payment

C. Change procedures

D. Defect assessment

1.2 SCHEDULE OF VALUES

A. Submit printed schedule on AIA G703 - Continuation Sheet for G702 **or** Contractor's standard similar form or electronic media printout will be considered for this use

B. Submit Schedule of Values in duplicate within 15 days after date of Owner-Contractor Agreement

C. Format:
   1. Use Table of Contents of this Project Manual
      a. Identify each line item with number and title of major Specification Section
      b. Identify line item for site mobilization, bonds and insurance, and project closeout
   2. Include the following Project identification of the Schedule of Values:
      a. Project name and location
      b. Name of General Contractor
      c. Name of Architect
      d. Owner’s project number
      e. Date of submittal
   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. Change Orders (numbers) that affect value.
      d. Dollar value
   4. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluations of Applications of Payment and progress reports.
      a. Coordinate with the Project Manual table of contents
      b. Provide several line items for principal subcontract amounts, where appropriate
      c. Round amounts to nearest whole dollar
      d. Total shall equal the Contract amount
   5. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not installed.
      a. Differentiate between items stored on-site and items stored off-site
         1) Include evidence of insurance or bonded warehousing if required.
   6. Provide separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work
   7. Each item in the Schedule of Values and Applications for Payment shall be complete

a. Include total cost and proportionate share of general overhead and profit for each item.

8. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown as separate line items in the Schedule of Values or distributed as general overhead expense, at Contractor's option

D. Include within each line item, direct proportional amount of Contractor's overhead and profit

E. Revise schedule to list approved Change Orders with each Application for Payment

1.3 APPLICATION FOR PAYMENT

A. Submit one copies of each Application for Payment on AIA G702 - Application and Certificate for Payment and AIA G703 - Continuation Sheet for G702.

B. Content and Format:
1. Use Schedule of Values for listing items in Application for Payment

C. Complete every entry on form

D. Execute by a person authorized to sign legal documents on behalf of Contractor
1. Architect will return incomplete applications without action.
2. Entries shall match data on the Schedule of Values
3. Include amounts of Change Orders approved before last day of construction period covered by application

E. Each Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner

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

G. Administrative actions and submittals that must precede or coincide with submittal of first Application of Payment include the following:
1. List of subcontractors (if applicable)
2. Schedule of Values
3. Submittals Schedule (preliminary if not final)
4. List of Contractor's staff assignments
5. Copies of permits (if applicable)
6. Copies of authorizations and licenses form authorities having jurisdiction for performance of the Work
7. Initial progress report

H. Submit with transmittal letter as specified for Submittals in Section 01 33 00 - Submittal Procedures
1. One signed original copy of Application for Payment to the Architect

I. Submit updated construction schedule with each Application for Payment

J. After issuing the Certificate of Substantial Completion, submit an Application of Payment showing 95 percent completion of 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

K. Submit final Application for Payment showing 100 percent completion with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. As-Built Drawings

2. Operation and Maintenance Manual
3. All Warranties and Guarantees
4. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid
5. AIA Document G706, “Contractor’s Affidavit of Payment of Debts and Claims”
6. AIA Document G707, “Consent of Surety to Final Payment”
7. Letter stating all punch list items are completed and accepted
8. Release of Claims form.
9. Tax Release from the Idaho Tax Commission – Submit Exhibit G FPCC-47 to Idaho Tax Commission to obtain Tax Release.
10. Project Finalization and Start-Up Form

1.4 CHANGE PROCEDURES

A. Submittals:
   1. Submit name of individual who is authorized to receive change documents and is responsible for informing others in Contractor's employ or Subcontractors of changes to the Work

B. Requests for Interpretation (RFI) and Clarifications:
   1. Allot time in construction scheduling for liaison with Architect; establish procedures for handling queries and clarifications
      a. Use the accompanying Request for Interpretation form or similar form for requesting interpretations
   2. Architect may respond with a direct answer on the Request for Interpretation form, or a written clarification, AIA G710 - Architect's Supplemental Instruction, or Proposal Request

C. Minor changes in work:
   1. The Architect may use Architect Supplemental Instructions(ASI) to order minor changes in the Work not involving adjustment to Contract Sum/Price or Contract Time
   2. If the Contractor believes a cost is involved, he must inform the Architect in writing of his related costs within ten (10) days

D. Proposal Request:
   1. The Architect may issue a Proposal Request including a detailed description of proposed change with supplementary or revised Drawings and specifications, and change in Contract Time for executing the change
      a. Within seven (7) days after receipt of Proposal Request, The Contractor shall submit a quotation proposing cost adjustments to the Contract Sum and the Contract Schedule necessary to execute the change
         1) Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made
            a) If requested, furnish survey data to substantiate quantities.
         2) Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts
         3) Include a Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship
   2. Contractor may propose changes by submitting a request for change to Architect, describing proposed change and its full effect on the Work
      a. Include a statement describing reason for the change, and effect on Contract Sum and Contract Time with full documentation and a statement describing effect on Work by separate or other Contractors
         1) Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made
            a) If requested, furnish survey data to substantiate quantities

b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts
c. Include a Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship
d. Document requested substitutions in accordance with Section 01 60 00 - Product Requirements

E. Change Order Procedures
1. Construction Change Directive: Architect may issue AIA G714 - Construction Change Directive signed by Owner, instructing Contractor to proceed with change in the Work, for subsequent inclusion in a Change Order
a. Document will describe changes in the Work, and designate method of determining any change in Contract Sum or Contract Time
1) Promptly execute change.
b. Documentation:
1) Maintain detailed records of change in cost and/or time with sufficient data as the Architect may prescribe for the work required by the Construction Change Directive
c. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract
2. Execution of Change Orders: Architect will issue Change Orders using AIA G701 - Change Order for signatures of parties as provided in Conditions of the Contract
3. Correlation Of Contractor Submittals:
a. Promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as separate line item and adjust Contract Sum/Price
b. Promptly revise progress schedules to reflect change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit
c. Promptly enter changes in Project Record Documents

1.5 DEFECT ASSESSMENT

A. Replace the Work, or portions of the Work, not conforming to specified requirements

B. If, in the opinion of Architect, it is not practical to remove and replace the Work, Architect will direct appropriate remedy or adjustment to the contract amount

C. The defective Work to remain, the contract amount may be adjusted to new amount at discretion of Architect and Owner

D. Defective Work partially repaired according to instructions of Architect and Owner, the contract amount may be adjusted to new amount at discretion of Architect and Owner.

E. Authority of Architect on behalf of the Owner to assess defects and identify payment adjustments is final.

F. Nonpayment for Rejected Products:
1. Payment will not be made for rejected products for any of the following reasons:
a. Products wasted or disposed of in a manner that is not acceptable
b. Products determined as unacceptable before or after placement
c. Products not completely unloaded from transporting vehicle
d. Products placed beyond lines and levels of the required Work
e. Products remaining on hand after completion of the Work
f. Loading, hauling, and disposing of rejected products

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION - Not Used

END OF SECTION

SECTION 01 23 00

ALTERNATES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for alternates.

1.2 DEFINITIONS

A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the bidding requirements that may be added to the base bid amount if the 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 alternates into the Work. No other adjustments are made to the Contract Sum.

1.3 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.

   2. Additive Alternates should be kept to a minimum and must be clear, precise and independent of other additive alternates.

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

C. 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: District 5 Annex Building (B5005)

1. Base Bid: All work associated with complete roof replacement of the Supply/Shop Building (B5002). Base bid includes removal of the existing roof system down to the structural concrete “T” roof deck and replacement with new fully adhered single-ply roofing membrane over 6” of new rigid insulation. Base bid also includes all flashings, gutters, downspouts, drains, and miscellaneous roofing accessories to provide a complete roof system for the Supply/Shop Building (B5002).
2. Add Alternate: All work associated with complete roof replacement of the District 5 Annex Building (B5005). Alternate includes removal of the existing roof system down to the structural concrete “T” roof deck and replacement with new fully adhered single-ply roofing membrane over 6” of new rigid insulation. Alternate also includes all flashings, gutters, downspouts, drains, and miscellaneous roofing accessories to provide a complete roof system for the District 5 Annex Building (B5005).

B. Alternate No. 2: Service Station (B5003)
1. Base Bid: All work associated with complete roof replacement of the Supply/Shop Building (B5002). Base bid includes removal of the existing roof system down to the structural concrete “T” roof deck and replacement with new fully adhered single-ply roofing membrane over 6” of new rigid insulation. Base bid also includes all flashings, gutters, downspouts, drains, and miscellaneous roofing accessories to provide a complete roof system for the Supply/Shop Building (B5002).
2. Add Alternate: All work associated with complete roof replacement of the Service Station (B5003). Alternate includes removal of the existing roof system down to the structural concrete “T” roof deck and replacement with new fully adhered single-ply roofing membrane over 6” of new rigid insulation. Alternate also includes all flashings, gutters, downspouts, drains, and miscellaneous roofing accessories to provide a complete roof system for the Service Station (B5003).

END OF SECTION

SECTION 01 25 00

SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Quality assurance

B. Product options

C. Product Substitutions Prior to Bidding

D. Product Substitution During Construction

1.2 QUALITY ASSURANCE

A. Contract is based on products and standards established in Contract Documents without consideration of proposed substitutions

B. Products specified define standard of quality, type, function, dimension, appearance, and performance required

C. Substitution Proposals: Permitted for specified products except where specified otherwise

D. Do not substitute products unless substitution has been accepted and approved in writing by Architect

1.3 PRODUCT OPTIONS

A. See Section 01 60 00 - Product Requirements

1.4 PRODUCT SUBSTITUTIONS PRIOR TO BIDDING

A. Instructions to Bidders specify time restrictions and requirement for submitting Requests for Substitutions during bidding period
   1. Requests received after that time may be considered or rejected at discretion of Architect

B. Architect will consider requests for substitution as applicable to Owner's requirements

C. Architect will consider Contractor's request for substitution when all of the following conditions are satisfied
   1. Substitution request is fully documented and properly submitted
   2. Requested substitution is compatible with other portions of the Work
   3. Requested substitution is consistent with the Contract Documents and will produce indicated results
   4. Requested substitution does not require extensive revisions to the Contract Documents
   5. 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

D. A request substitution constitutes a representation that Bidder:
   1. Has investigated proposed product and determined that it meets or exceeds quality level of specified product.
   2. Waives claims for additional costs or time extension, which may subsequently become apparent
   3. Requested substitution will not adversely affect Project Construction Schedule
   4. Requested substitution has received necessary approvals of authorities having

jurisdiction
5. Requested substitution has been coordinated with other portions of the Work
6. Requested substitution will provide same warranty as the specified product
7. Will reimburse Owner and Architect for review or redesign services associated with re-approval by authorities having jurisdiction
8. Will coordinate installation and make changes to other Work, which may be required for the Work to be complete with no additional cost to Owner

E. Document each request with complete data substantiating compliance of proposed Substitution with Contract Document.

F. All substitution require written request Substitution Submittal Procedure:
1. Submit one copy of request for Substitution for consideration
   a. Limit each request to one proposed Substitution
2. Submit Shop Drawings, Product Data, and certified test results attesting to proposed product equivalence.
   a. Burden of proof is on proposer
3. The Architect/Engineer will list approved substitutions in the addendums

G. If the above conditions are not satisfied, Architect will retain requests without action

1.5 PRODUCT SUBSTITUTION DURING CONSTRUCTION

A. Substitutions will NOT be considered:
1. Without approval prior to bidding
2. When they are indicated or implied on Shop Drawing/Product Data submittals
3. When acceptance will require revision to Contract Documents

B. Written Request for Substitutions may be considered when a product becomes unavailable or the delivery time will delay completion of the project within the require completion time through no fault of Contractor.
1. Contractor shall provide written support data form product supplier/manufacturer that product is no longer available and /or delivery schedule will delay completion of the project.

C. Document each request with complete data substantiating compliance of proposed Substitution with Contract Document

D. A substitution request constitutes a representation that Contractor:
1. Has investigated that the specified product is indeed unavailable or the delivery time will not delay completion of the project within the require completion time
2. Has investigated proposed product and determined that it meets or exceeds quality level of specified product
3. Will provide same warranty as the specified product
4. Will coordinate installation and make changes to other Work, which may be required for the Work to be complete with no additional cost to Owner.
5. Waives claims for additional costs or time extension, which may subsequently become apparent.
6. Will reimburse Owner and Architect/Engineer for review or redesign services associated with re-approval by authorities having jurisdiction.

E. Substitution Submittal Procedure:
1. Submit one copy of request for Substitution for consideration
   a. Limit each request to one proposed Substitution
2. Submit Shop Drawings, Product Data, and certified test results attesting to proposed product equivalence
   a. Burden of proof is on proposer
3. Architect/Engineer will notify Contractor in writing of decision to accept or reject the substitution

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION - Not Used

END OF SECTION

SECTION 01 30 00

ADMINISTRATIVE REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Coordination and Project conditions

B. Pre-construction meeting

C. Progress meetings

D. Pre-installation meetings

E. Closeout meeting

1.2 COORDINATION AND PROJECT CONDITIONS

A. Contractor shall provide a full time Superintendent, on site throughout the course of the work to facilitate the coordination of the work.
   1. The General Contractor's Superintendent shall be present on site any time work is being performed by either the contractor or any subcontractor
   2. Project Superintendent shall have five (5) years minimum experience as a Superintendent.
      a. Contractor shall provide experience verification to the Architect prior to start of work.
   3. Changing of the Superintendent during the course of the work shall be approval by the Architect and Owner is required prior to the change

B. Coordinate scheduling, submittals, and Work of various Sections of Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements
   1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation
   2. Coordinate installation of different components with other contracts to ensure maximum accessibility for required maintenance, service, and repair
   3. Make adequate provisions to accommodate items scheduled for later installation
   4. If necessary, prepare memoranda for distribution to each party involved, outlining special procedures required for coordination

C. Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.

D. Verify that utility requirements and characteristics of operating equipment are compatible with building utilities
   1. Coordinate Work of various Sections having interdependent responsibilities for installing, connecting to, and placing operating equipment in service

E. Coordinate space requirements, supports, and installation of mechanical and electrical Work indicated diagrammatically on Drawings
   1. Follow routing shown for pipes, ducts, and conduit as closely as practical; place runs parallel with lines of building
   2. Use spaces efficiently to maximize accessibility for other installations, maintenance, and repairs.
   3. Coordination Drawings:
      a. Prepare as required to coordinate all portions of Work
      b. Show relationship and integration of different construction elements that

require coordination during fabrication or installation to fit in space provided or to function as intended

c. Indicate locations where space is limited for installation and access and where sequencing and coordination of installations are important

F. Coordination Meetings:
   1. In addition to other meetings specified in this Section, hold coordination meetings with personnel and Subcontractors to ensure coordination of Work.

G. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within construction
   1. Coordinate locations of fixtures and outlets with finish elements

H. Coordinate completion and the clean-up of Work of separate Sections in preparation for Substantial Completion and for portions of Work designated for Owner's occupancy

I. After Owner's occupancy of premises, coordinate access to Site for correction of defective Work and Work not complying with Contract Documents, to minimize disruption of Owner's activities

1.3 PRE-CONSTRUCTION MEETING

A. Architect will schedule and preside over meeting after Notice of Award.

B. Attendance Required:
   1. Architect
   2. Owner’s Project Representative
   3. Contractor
   4. Major Subcontractors

C. Minimum Agenda:
   1. Distribution of Owner-Contractor Agreement
   2. Submission of executed bonds and insurance certificates
   3. Distribution of Contract Documents
   4. Submission of list of Subcontractors, list of products, schedule of values, and Progress Schedule
   5. Designation of personnel representing parties in Contract, Owner, and Architect
   6. Communication procedures
   7. Procedures and processing of requests for interpretations, field decisions, field orders, submittals, substitutions, Applications for Payments, proposal request, Change Orders, and Contract closeout procedures
   8. Scheduling
   9. Critical Work sequencing
   10. Scheduling activities of Testing Company

D. Architect will record minutes and distribute copies within five days after meeting to participants, with one copy to Contractor, Consulting Engineers, Owner, and those affected by decisions made

1.4 PROGRESS MEETINGS

A. The Architect will schedule and administer Monthly progress meetings throughout progress of the Work

B. Contractor will coordinate meeting space at Project Site

C. Architect will prepare agenda with copies for participants and preside at meetings.

D. Attendance Required:
   1. Job superintendent,
   2. Major Subcontractors and suppliers as appropriate to agenda topics for each meeting

3. Architect
4. Owner

E. Minimum Agenda:
1. Review minutes of previous meetings
2. Review of Work progress
3. Field observations, problems, and decisions
4. Identification of problems impeding planned progress
5. Review of submittal schedule and status of submittals
6. Review of off-Site fabrication and delivery schedules
7. Maintenance of Progress Schedule
8. Corrective measures to regain projected schedules
9. Planned progress during succeeding work period
10. Coordination of projected progress
11. Maintenance of quality and work standards
12. Effect of proposed changes on Progress Schedule and coordination
13. Other business relating to Work

F. Architect will record minutes and distribute copies within five days after meeting to participants, with copies to Contractor, Consulting Engineer, Owner, and those affected by decisions made

1.5 PRE-INSTALLATION MEETINGS

A. When required in individual Specification Sections, Contractor shall convene pre-installation meetings at Project Site before starting Work of specific Section

B. Require attendance of parties directly affecting, or affected by, Work of specific Section

C. Notify Architect seven days in advance of meeting date

D. Prepare agenda and preside over meeting:
1. Review conditions of installation, preparation, and installation procedures
2. Review coordination with related Work

E. Record minutes and distribute copies to participants within seven days after meeting, with one copy each to Architect, Owner, and those affected by decisions made

1.6 CLOSEOUT MEETING

A. Contractor shall schedule Project Close-out meeting with sufficient time to prepare for requesting Substantial Completion
1. Architect shall preside over meeting and be responsible for minutes.

B. Attendance Required:
1. Contractor
2. Major Subcontractors
3. Architect
4. Consulting Engineer
5. Owner
6. Others appropriate to agenda.

C. Notify Architect seven days in advance of meeting date.

D. Minimum Agenda:
1. Start-up of facilities and systems
2. Operations and maintenance manuals
3. Testing, adjusting, and balancing
4. System demonstration and observation
5. Operation and maintenance instructions for Owner's personnel
6.

7. Contractor's inspection of Work
8. Contractor's preparation of an initial "punch list"
9. Procedure to request Architect and Engineers inspection to determine date of Substantial Completion
10. Completion time for correcting deficiencies
11. Inspections by authorities having jurisdiction
12. Certificate of Occupancy and transfer of insurance responsibilities
13. Partial release of retainage
14. Final cleaning
15. Preparation for final inspection
16. Closeout Submittals:
    a. Project record documents
    b. Operating and maintenance documents
    c. Operating and maintenance materials
    d. Affidavits
17. Final Application for Payment
18. Contractor's demobilization of Site
19. Maintenance

E. Record minutes and distribute copies to participants within seven days after meeting, with one copy each to Architect, Owner, and those affected by decisions made

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION – Not Used

END OF SECTION

SECTION 01 33 00

SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Submittal procedures

B. Electronic Submittal Procedures

C. Construction progress schedules

D. Use of electronic CAD files of Project Drawings

E. Product data

F. Shop Drawings

G. Samples

H. Design data

I. Test reports

J. Certificates

K. Manufacturer's instructions

L. Contractor review

M. Architect review

1.2 SUBMITTAL PROCEDURES

A. Transmit each submittal with AIA G810 - Transmittal Letter or Contractor similar form

B. Sequentially number transmittal forms. Mark revised submittals with original number and sequential alphabetic suffix

C. Place a permanent label or title block on each submittal for identification
   1. Indicate name of firm or entity that prepared each submittal on label or title block
   2. Provide a space approximately 4 by 5 inches on label or beside title block to record Contractor’s review and approval markings and action taken by Architect
   3. Include the following information on label for processing and recording action taken:
      a. Project name
      b. Owner’s Project Number
      c. Date
      d. Name and address of Architect
      e. Name and address of Contractor
      f. Name and address of subcontractor, if any
      g. Name and address of supplier
      h. Name and address of Manufacturer
      i. Unique identifier, including revision number
      j. Number and title of appropriate Specification Section
      k. Drawing number and detail references, as appropriate
      l. Other necessary identification

D. Apply Contractor's stamp, signed or initialed, certifying that review, approval, verification of products required, field dimensions, adjacent construction Work, and coordination of information is according to requirements of the Work and Contract Documents

E. Transmit each package with transmittal form individually and appropriately for transmittal

and handling
1. 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 of the Contract Documents, including minor variations and limitations
   a. Include the same label information as the related submittal.
2. Include Contractor's certification stating that information submitted complies with requirements of the Contract Documents
3. Provide locations on transmittal form for the following information.
   a. Project Name
   b. Owner's Project Number
   c. Date
   d. Destination (To :)
   e. Source (From :)
   f. Names of subcontractor, manufacturer, and supplier
   g. Category and type of submittal
   h. Submittal purpose and description
   i. Submittal and transmittal distribution record
   j. Remarks
   k. Signature of transmitter

F. Schedule submittals to expedite Project and deliver to Architect at business address. Coordinate submission of related items
   1. For each submittal for review, allow 10 days excluding delivery time to and from Contractor

G. Identify variations in Contract Documents and product or system limitations that may be detrimental to successful performance of completed Work

H. Allow space on submittals for Contractor and Architect review stamps

I. When revised for resubmission, identify changes made since previous submission

J. Distribute copies of reviewed submittals as appropriate
   1. Instruct parties to promptly report inability to comply with requirements

K. Submittals not requested will not be recognized nor processed

L. Complete submittals for each item are required

M. Incomplete Submittals:
   1. Architect/Engineer will not review
   2. Delays resulting from incomplete submittals are not the responsibility of Architect

N. Architect will not review submittal:
   1. Received from sources other than General Contractor
   2. Without General Contractor's reviewed stamp
   3. Without a completed transmittal form
   4. Instruct parties to promptly report inability to comply with requirements

O. Use only final submittals with mark indicating action taken by Architect in connection with construction

1.3 ELECTRONIC SUBMITTAL PROCEDURES

A. At Contractor's written request, the use of electronic submittals may be approved by the architect

B. Submitted each submittal in PDF format by the General Contractor only

C. Transmit each submittal with electronic equivalent of AIA Form G810
   1. Allow space on submittals for Contractor's review and approval markings

2. Allow space on submittals for Contractor and Architect/Engineer review stamps
3. Include the following information for processing and recording action:
    a. Name and address of General Contractor
    b. Project name
    c. Owner's/Architects Project Number
    d. Date
    e. Name and address of Architect
    f. Name and address of Contractor
    g. Name and address of subcontractor, if any
    h. Name and address of supplier
    i. Name and address of Manufacturer
    j. Unique identifier, including revision number
    k. Number and title of appropriate Specification Section
    l. Drawing number and detail references, as appropriate
    m. Other necessary identification
    n. Indicate name of firm or entity that prepared each submittal.

D. Email all electronic submittals to maa@myersanderson.com.

E. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with requirements of the Work and Contract Documents.

F. Transmit each package with transmittal form individually and appropriately for transmittal and handling.

G. Complete submittals for each item are required

H. Incomplete Submittals:
    1. Architect/Engineer will not review
    2. Delays resulting from incomplete submittals are not the responsibility of Architect

I. Use only final submittals with mark indicating action taken by Architect in connection with construction

J. Architect will not review submittal:
    1. Received from sources other than General Contractor
    2. Without General Contractor's reviewed stamp
    3. Without a completed transmittal form
    4. Not in PDF format

K. Schedule submittals to expedite Project and deliver to Architect at business address. Coordinate submission of related items
    1. For each submittal for review, allow 10 days

L. Identify variations from Contract Documents and product or system limitations which may be detrimental to successful performance of completed Work

M. When revised for resubmission, identify changes made since previous submission

N. Distribute copies of reviewed submittals as appropriate
    1. Instruct parties to promptly report inability to comply with requirements

O. Submittals not requested will not be recognized or processed

P. Use only final submittals with mark indicating action taken by Architect in connection with construction

Q. Electronic submittals shall comply with the same requirements contain elsewhere in this section for paper submittals

1.4 CONSTRUCTION PROGRESS SCHEDULES

A. Submit initial schedules within 7 days after date established in Notice to Proceed

1. After review, resubmit required revised data within ten days

B. Submit revised Progress Schedules with each Application for Payment

C. Distribute copies of reviewed schedules to Project site file, subcontractors, suppliers, and other concerned parties

D. Instruct recipients to promptly report, in writing, problems anticipated by projections indicated in schedules

E. Submit computer generated horizontal bar chart with separate line for each section of Work, identifying first workday of each week
   1. Show complete sequence of construction by activity, identifying Work of separate stages and other logically grouped activities. Indicate early and late start, early and late finish, float dates, and duration

F. Indicate estimated percentage of completion for each item of Work at each submission

G. Submit separate schedule of submittal dates for shop drawings, product data, and samples, including, and dates reviewed submittals will be required from Architect
   1. Indicate decision dates for selection of finishes.

H. Indicate delivery dates for Owner furnished products

I. Revisions To Schedules:
   1. Indicate progress of each activity to date of submittal, and projected completion date of each activity
   2. Identify activities modified since previous submittal, major changes in scope, and other identifiable changes
   3. Prepare narrative report to define problem areas, anticipated delays, and impact on Schedule
      a. Report corrective action taken, or proposed, and its effect

1.5 CONTRACTOR'S USE OF ARCHITECT'S ELECTRONIC CAD FILES

A. At General Contractor's written request, copies of Architect's Electronic CAD files may be provided to General Contractor for use in connection with this Project, subject to the following conditions:
   1. The General Contractor has provide completed and signed Copy Right Release Agreement and payment of fee for prepared Electronic CAD Files
   2. Electronic CAD Files of Project Drawings may only be used to expedite production of Shop Drawings for the Project
      a. Use for other Projects or purposes is not allowed
   3. The drawings cannot be used for any other project
   4. The Architect's title block must be removed by the Contractor
      a. The Contractor becomes responsible for the content of the drawings.
         1) User is responsible for removing information not normally provided on Shop Drawings and removing references to Contract Documents
         2) Shop Drawings submitted with information associated with other trades or with references to Contract Documents will not be reviewed and will be immediately returned
   5. Use of files is solely at receiver's risk
      a. Architect does not warrant accuracy of files
      b. Receiving files in electronic form does not relieve receiver of responsibilities for measurements, dimensions, and quantities set forth in Contract Documents
      c. In the event of ambiguity, discrepancy, or conflict between information on electronic media and that in Contract Documents, notify Architect of discrepancy and use information in hard-copy Drawings and Specifications
   6. CAD files may not necessarily represent the latest Contract Documents, existing

conditions, and as-built conditions
7. Receiver is responsible for determining and complying with these conditions and for incorporating addenda and modifications
8. Receiver shall not hold Architect responsible for data or file clean-up required to make files usable, nor for error or malfunction in translation, interpretation, or use of this electronic information
9. Receiver shall understand that even though Architect has computer virus scanning software to detect presence of computer viruses, there is no guarantee that computer viruses are not present in files or in electronic media.
    a. Receiver shall not hold Architect responsible for such viruses or their consequences, and shall hold Architect harmless against costs, losses, or damage caused by presence of computer virus in files or media.

B. A charge of $50.00 will be required to cover the time required to compile the electronic files and transmit them to the Contractor
1. Only Complete sets of Electronic CAD files will be provided

1.6 PRODUCT DATA

A. Product Data: Submit to Architect for review for assessing conformance with information given and design concept expressed in Contract Documents

B. Submit number of copies Contractor requires, plus two copies Architect/Engineer will retain
1. Include the following information, as applicable:
    a. Manufacturer’s written recommendations
    b. Manufacturer’s product specifications
    c. Manufacturer’s installation instructions
    d. Requested color charts indicating full-range selections available
    e. Manufacturer’s catalog cuts
    f. Wiring diagrams showing factory-installed wiring
    g. Printed performance curves
    h. Operational range diagrams
    i. Standard product operating and maintenance manuals
    j. Compliance with recognized trade association standards
    k. Compliance with recognized testing agency standards
    l. Application of testing agency labels and seals
    m. Notation of coordination requirements

C. Mark each copy to identify applicable products, models, options, and other data
1. Supplement manufacturers' standard data to provide information specific to this Project

D. Indicate product utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances

E. After review, produce copies and distribute according to "Submittal Procedures" Article and for record documents described in Section 01 70 00 - Execution and Closeout Requirements

1.7 SHOP DRAWINGS

A. Shop Drawings: Submit to Architect/Engineer for assessing conformance with information given and design concept expressed in Contract Documents
1. Include the following information, as applicable:
    a. Dimensions
    b. Identification of products
    c. Fabrication and installation drawings
    d. Roughing-in and setting diagrams

e. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring
f. Shop work manufacturing instructions
g. Templates and patterns
h. Schedules
i. Design calculations
j. Compliance with specified standards
k. Notation of coordination requirements
l. Notation of dimensions established by field measurement

2. Wiring Diagrams: Differentiate between manufacturer-installed and field-installed wiring
3. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches but not larger than 30 by 40 inches

B. Architect and Consultants will retain one print each
1. One print must be maintained as required as a Project Record Drawing

C. Indicate special utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances

D. When required by individual Specification Sections, provide Shop Drawings signed and sealed by a professional Engineer responsible for designing components shown on Shop Drawings
1. Include signed and sealed calculations to support design
2. Submit Shop Drawings and calculations in form suitable for submission to and approval by authorities having jurisdiction
3. Make revisions and provide additional information when required by authorities having jurisdiction

E. Submit number of opaque reproductions Contractor requires, plus two copies Architect/Engineer will retain

F. After review, produce copies and distribute according to "Submittal Procedures" Article and for record documents described in Section 01 70 00 - Execution and Closeout Requirements

1.8 SAMPLES

A. Samples: Submit to Architect for assessing conformance with information given and design concept expressed in Contract Documents

B. Samples for Selection as Specified in Product Sections:
1. Submit to Architect/Engineer for aesthetic, color, and finish selection
2. Submit Samples of finishes, textures, and patterns for Architect/Engineer selection

C. Submit Samples to illustrate functional and aesthetic characteristics of products, with integral parts and attachment devices
1. Coordinate Sample submittals for interfacing work

D. Include identification on each Sample, with full Project information

E. Submit number of Samples specified in individual Specification Sections; Architect will retain one Sample

F. Reviewed Samples that may be used in the Work indicated in individual Specification Sections

G. Samples will not be used for testing purposes unless specifically stated in Specification Section

H. After review, produce copies and distribute according to "Submittal Procedures" Article

and for record documents described in Section 01 70 00 - Execution and Closeout Requirements

1.9 DESIGN DATA

A. When specified in individual specification sections, submit for Architect's knowledge as contract administrator for Owner

B. Submit for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents

1.10 TEST REPORTS

A. When specified in individual specification sections, submit reports for Architect's knowledge as Contract administrator for Owner

B. Submit test reports for information for assessing conformance with information given and design concept expressed in Contract Documents

1.11 CERTIFICATES

A. When specified in individual specification sections, submit certification by manufacturer, installation/application Subcontractor, or Contractor to Architect in quantities specified for Product Data

B. Indicate material or product conforms to or exceeds specified requirements
   1. Submit supporting reference data, affidavits, and certifications as appropriate

C. Certificates may be recent or previous test results on material or product but must be acceptable to Architect

1.12 MANUFACTURER'S INSTRUCTIONS

A. When specified in individual specification sections, submit manufacturer's installation instructions for Architect's knowledge as Contract administrator

B. Submit printed instructions for delivery, storage, assembly, installation, startup, adjusting, and finishing, to Architect in quantities specified for Product Data

C. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation

1.13 CONTRACTOR REVIEW

A. Review for compliance with Contract Documents and approve submittals before transmitting to Architect

B. Contractor: Responsible for:
   1. Determination and verification of materials including manufacturer's catalog numbers
   2. Determination and verification of field measurements and field construction criteria
   3. Checking and coordinating information in submittal with requirements of Work and of Contract Documents
   4. Determination of accuracy and completeness of dimensions and quantities
   5. Confirmation and coordination of dimensions and field conditions at Site
   6. Construction means, techniques, sequences, and procedures
   7. Safety precautions
   8. Coordination and performance of Work of all trades

C. Stamp, sign or initial, and date each submittal to certify compliance with requirements of Contract Documents

D. Do not fabricate products or begin Work for which submittals are required until approved

submittals have been received from Architect

1.14 ARCHITECT/ENGINEER REVIEW

A. Do not make "mass submittals" to Architect
   1. "Mass submittals" are defined as six or more submittals or items in one day or 15 or more submittals or items in one week
   2. If "mass submittals" are received, Architect's review time stated above will be extended as necessary to perform proper review
   3. Architect will review "mass submittals" based on priority determined by Architect after consultation with Owner and Contractor

B. Architect will review each submittal, make marks to indicate corrections or modifications required, and return it
   1. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken

C. Informational submittals and other similar data are for Architect information, do not require Architect responsive action, and will not be reviewed or returned with comment

D. Submittals made by Contractor that are not required by Contract Documents will not be reviewed and may be discarded

E. Submittal approval does not authorize changes to Contract requirements unless accompanied by Change Order or Architect's Supplemental Instruction

F. Architect will review submittals twice
   1. All additional reviews shall be paid for by the Contractor at an established fee
   2. Owner may withhold monies due to Contractor to cover additional costs beyond the second submittal review

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION - Not Used

END OF SECTION

SECTION 01 40 00

QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including Fixed Price Construction Contract 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 Design Professional, or 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.

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 the Design Professional.

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.

   1. Laboratory Mockups: Full-size physical assemblies constructed at testing facility to verify performance characteristics.

2. Integrated Exterior Mockups: Mockups of the exterior envelope erected separately from the building but on Project site, consisting of multiple products, assemblies, and subassemblies.
3. Room Mockups: Mockups of typical interior spaces complete with wall, floor, and ceiling finishes, doors, windows, millwork, casework, specialties, furnishings and equipment, and lighting.

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 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 Design Professional 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 Design Professional 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 Design Professional.
   2. Main wind-force-resisting system or a wind-resisting component listed in the wind-force-resisting system quality-assurance plan prepared by Design Professional.

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 15 days of Notice to Proceed and not less than 2 days prior to preconstruction conference. Submit in format acceptable to Design Professional. 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, including tests and inspections indicated to be performed by the Commissioning Authority.

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 Design Professional 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 re-inspecting.

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, and mock-ups; do not reuse products on Project unless authorized by the Design Professional.
   2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Design Professional and Commissioning Authority 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.

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. These services, or special inspections, provided to the Owner are for the express purpose of meeting the testing requirements required under the authorities having jurisdiction and shall not in any way be considered to replace the Contractor’s responsibility for quality assurance and control for the project.
   1. Contractor will coordinate and schedule all testing and special inspections with the Owner’s testing agency.
   2. Under no circumstances will the Owner’s testing agency perform quality control or quality assurance work for the Contractor.
   3. Costs for retesting and re-inspecting 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.
   4. Initial reports (handwritten as a minimum) will be given to the Contractor by the Owner’s testing Agency before leaving the site the day of the inspection.
   5. Final reports will be issued later to the Contractor, Design Professional, and Owner.

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 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 01 33 00 "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 pre-installation 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/Re-inspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and re-inspecting, for construction that replaced Work that failed to comply with the Contract Documents.

F. Testing Agency Responsibilities: Cooperate with Owner, Design Professional, and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
   1. Notify Owner, Design Professional, 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 to Owner, Design Professional, and 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. Coordinate and submit concurrently with Contractor's construction schedule. Update as the Work progresses.
1. Distribution: Distribute schedule to Owner, Design Professional, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

1.11 SPECIAL TESTS AND INSPECTIONS

A. Special Tests and Inspections: Owner will engage a qualified testing agency to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner as follows:
1. Schedule of Special Inspections by Owner: See individual specification sections for specific requirements.

B. Special Tests and Inspections: Conducted by a qualified testing agency as required by authorities having jurisdiction, as indicated in individual Specification Sections, and as follows:
1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviews the completeness and adequacy of those procedures to perform the Work.
2. Notifying Owner, Design Professional, and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
3. Submitting a certified written report of each test, inspection, and similar quality-control service to Owner, Design Professional, and Contractor, and to authorities having jurisdiction if required.
4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
6. Retesting and re-inspecting corrected work.

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 Owner and Design Professional’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 01 73 00 "Execution."

B. Protect construction exposed by or for quality-control service activities.

C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION

SECTION 01 50 00

TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.

B. Related Requirements:
1. Section 01 10 00 "Summary" for work restrictions and limitations on utility interruptions.

1.2 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 engaged in the Project to use temporary services and facilities without cost, including, but not limited to, Owner's construction forces, Architect, occupants of Project, testing agencies, and authorities having jurisdiction.

B. 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.

1.3 INFORMATIONAL SUBMITTALS

A. Site Utilization Plan: Show temporary facilities, temporary utility lines and connections, staging areas, construction site entrances, vehicle circulation, and parking areas for construction personnel.

B. Project Identification and Temporary Signs: Show fabrication and installation details, including plans, elevations, details, layouts, typestyles, graphic elements, and message content.

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-and Mold-Protection Plan: Describe procedures and controls for protecting materials and construction from water absorption and damage and mold.

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. 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.
6. Noise control measures.

1.4 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 United States Access Board's ADA-ABA Accessibility Guidelines and ICC/ANSI A117.1.

1.5 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 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 TEMPORARY FACILITIES, GENERAL

A. Conservation: Coordinate construction and use of temporary facilities with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.

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

3.2 INSTALLATION, GENERAL

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

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

3.3 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. 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 may be permitted, if authorized, 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.

E. Temporary Heating and Cooling: Provide temporary heating and cooling required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed.
   1. Provide temporary dehumidification systems when required to reduce ambient and substrate moisture levels to level required to allow installation or application of finishes and their proper curing or drying.

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: Provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations.
1. Install electric power service overhead unless otherwise indicated.

H. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.

I. Telephone Service: Provide temporary telephone service in common-use facilities for use by all construction personnel.

3.4 SUPPORT FACILITIES INSTALLATION

A. Traffic Controls: Comply with requirements of authorities having jurisdiction.
1. Protect existing site improvements to remain including curbs, pavement, and utilities.
2. Maintain access for fire-fighting equipment and access to fire hydrants.

B. Parking: Use designated areas of Owner's existing parking areas for construction personnel.

C. Project Signs: Provide Project signs as indicated. Unauthorized signs are not permitted.
1. Identification Signs: Provide Project identification signs as indicated on Drawings.
2. Temporary Signs: Provide other signs as indicated and as required to inform public and individuals seeking entrance to Project.
   a. Provide temporary, directional signs for construction personnel and visitors.
3. Maintain and touch up signs so they are legible at all times.

D. Waste Disposal Facilities: Comply with requirements specified in Section 017419 "Construction Waste Management and Disposal."

E. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with progress cleaning requirements in Section 017300 "Execution."

F. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.
1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.

3.5 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.
1. Where access to adjacent properties is required in order to affect protection of existing facilities, obtain written permission from adjacent property owner to access property for that purpose.

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.

C. Temporary Erosion and Sedimentation Control: Comply with requirements of EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent.

D. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.

E. Temporary Egress: Maintain temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction.

F. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241; manage fire-prevention program.
   1. Prohibit smoking in construction areas. Comply with additional limits on smoking specified in other Sections.
   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.

3.6 MOISTURE AND MOLD CONTROL

A. Contractor's Moisture-Protection Plan: Describe delivery, handling, storage, installation, and protection provisions for materials subject to water absorption or water damage.
   1. Indicate procedures for discarding water-damaged materials, protocols for mitigating water intrusion into completed Work, and replacing water-damaged Work.
   2. 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.
   3. Indicate methods to be used to avoid trapping water in finished work.

B. Exposed Construction Period: Before installation of weather barriers, when materials are subject to wetting and exposure and to airborne mold spores, protect as follows:
   1. Protect porous materials from water damage.
   2. Protect stored and installed material from flowing or standing water.
   3. Keep porous and organic materials from coming into prolonged contact with concrete.
   4. Remove standing water from decks.
   5. Keep deck openings covered or dammed.

C. Partially Enclosed Construction Period: After installation of weather barriers but before full enclosure and conditioning of building, when installed materials are still subject to infiltration of moisture and ambient mold spores, protect as follows:
   1. Do not load or install drywall or other porous materials or components, or items with high organic content, into partially enclosed building.
   2. Keep interior spaces reasonably clean and protected from water damage.
   3. Periodically collect and remove waste containing cellulose or other organic matter.
   4. Discard or replace water-damaged material.
   5. Do not install material that is wet.
   6. Discard and replace stored or installed material that begins to grow mold.
   7. Perform work in a sequence that allows wet materials adequate time to dry before enclosing the material in gypsum board or other interior finishes.

D. Controlled Construction Period: After completing and sealing of the building enclosure but prior to the full operation of permanent HVAC systems, maintain as follows:
   1. Control moisture and humidity inside building by maintaining effective dry-in conditions.
   2. Use temporary or permanent HVAC system to control humidity within ranges specified for installed and stored materials.
   3. Comply with manufacturer's written instructions for temperature, relative humidity, and exposure to water limits.

3.7 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. 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 01 77 00 "Closeout Procedures."

END OF SECTION

SECTION 01 60 00

PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 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 01 25 00 "Substitution Procedures" for requests for substitutions.

1.2 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 by Architect 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 single manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation. In addition to the basis-of-design product description, product attributes and characteristics may be listed to establish the significant qualities related to type, function, in-service performance and physical properties, weight, dimension, durability, visual characteristics, and other special features and requirements for purposes of evaluating comparable products of additional manufacturers named in the specification.

1.3 ACTION SUBMITTALS

A. Comparable Product Request Submittal: Submit request for consideration of each comparable product. Identify basis-of-design product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

1. Include data to indicate compliance with the requirements specified in "Comparable Products" Article.
2. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven (7) days of receipt of a comparable product request. Architect will notify Contractor of approval or rejection of proposed comparable

product request within seven (7) days of receipt of request, or seven (7) days of receipt of additional information or documentation, whichever is later.

a. Form of Architect's Approval of Submittal: As specified in Section 01 33 00 "Submittal Procedures."
b. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.

B. Basis-of-Design Product Specification Submittal: Comply with requirements in Section 01 33 00 "Submittal Procedures." Show compliance with requirements.

1.4 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.

1.5 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.

1.6 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.

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

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

1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
3. Owner reserves the right to limit selection to products with warranties meeting requirements of the Contract Documents.
4. Where products are accompanied by the term "as selected," Architect will make selection.
5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.

B. Product Selection Procedures:

1. Sole Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.

    a. Sole product may be indicated by the phrase: "Subject to compliance with requirements, provide the following: …"

2. Sole Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.

    a. Sole manufacturer/source may be indicated by the phrase: "Subject to compliance with requirements, provide products by the following: …"

3. Limited List of Products: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with

requirements. Comparable products or substitutions for Contractor's convenience will not be considered unless otherwise indicated.

a. Limited list of products may be indicated by the phrase: "Subject to compliance with requirements, provide one of the following: …"

4. Non-Limited List of Products: Where Specifications include a list of names of both available manufacturers and products, provide one of the products listed, or an unnamed product, which complies with requirements.

a. Non-limited list of products is indicated by the phrase: "Subject to compliance with requirements, available products that may be incorporated in the Work include, but are not limited to, the following: …"

5. Limited List of Manufacturers: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered unless otherwise indicated.

a. Limited list of manufacturers is indicated by the phrase: "Subject to compliance with requirements, provide products by one of the following: …"

6. Non-Limited List of Manufacturers: Where Specifications include a list of available manufacturers, provide a product by one of the manufacturers listed, or a product by an unnamed manufacturer, which complies with requirements.

a. Non-limited list of manufacturers is indicated by the phrase: "Subject to compliance with requirements, available manufacturers whose products may be incorporated in the Work include, but are not limited to, the following: …"

7. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.

a. For approval of products by unnamed manufacturers, comply with requirements in Section 01 25 00 "Substitution Procedures" for substitutions for convenience.

C. Visual Matching Specification: Where Specifications require "match Architect's sample," provide a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.

1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Section 01 25 00 "Substitution Procedures" for proposal of product.

D. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

2.2 COMPARABLE PRODUCTS

A. Conditions for Consideration of Comparable Products: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with these requirements:

1. Evidence that proposed product does not require revisions to the Contract Documents, is consistent with the Contract Documents, will produce the indicated results, and is compatible with other portions of the Work. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant product qualities include attributes such as type, function, in-service performance and physical properties, weight, dimension, durability, visual characteristics, and other specific features and requirements.
2. Evidence that proposed product provides specified warranty.
3. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
4. Samples, if requested.

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 73 00

EXECUTION

PART 1 - GENERAL

1.1 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. Field engineering and surveying.
   3. Installation of the Work.
   4. Cutting and patching.
   5. Progress cleaning.
   6. Starting and adjusting.
   7. Protection of installed construction.

B. Related Requirements:
   1. Section 01 10 00 "Summary" for limits on use of Project site.
   2. Section 01 77 00 "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, replacing defective work, and final cleaning.

1.2 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.
   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.

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.
6. Dates: Indicate on the contractor's schedule when cutting and patching will be performed.

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. 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 local utility 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.

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 Architect promptly.

B. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.

C. 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 Architect.

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.
   3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.
   4. Maintain minimum headroom clearance of in occupied spaces and in unoccupied spaces, or as required by authorities having jurisdiction.

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: Where possible, select tools or equipment that minimize production of excessive 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 portions of the 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.
   1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
   2. Allow for building movement, including thermal expansion and contraction.
   3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

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. Remove and replace damaged, defective, or non-conforming Work.

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 01 10 00 "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 minimize interruption to occupied areas.

G. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
   1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
   2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
   3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
   4. Excavating and Backfilling: Comply with requirements in applicable Sections where required by cutting and patching operations.
   5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
   6. Proceed with patching after construction operations requiring cutting are complete.

H. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.
   1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
   2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.
      a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
      b. Restore damaged pipe covering to its original condition.
   3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
      a. Where patching occurs in a painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.
   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 AGENCY-INSTALLED PRODUCTS

A. Site Access: Provide access to Project site for Owner's and Agency construction personnel.

B. Coordination: Coordinate construction and operations of the Work with work performed by Owner and Agency construction personnel.
   1. Construction Schedule: Inform Owner/Agency of Contractor's preferred construction schedule for Owner/Agency portion of the Work. Adjust construction schedule based on a mutually agreeable timetable. Notify Owner/Agency in a timely manner if changes to schedule are required due to differences in actual construction progress.
   2. Preinstallation Conferences: Include Owner/Agency construction personnel at preinstallation conferences covering portions of the Work that are to receive Owner/Agency work. Attend preinstallation conferences conducted by Owner/Agency construction personnel if portions of the Work depend on Owner's construction.

3.7 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.
   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 01 50 00 "Temporary Facilities and Controls."

H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

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

J. Limiting Exposures: Supervise construction operations to ensure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.8 STARTING AND ADJUSTING

A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.

B. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.

C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

D. Manufacturer's Field Service: Comply with qualification requirements in Section 01 40 00 "Quality Requirements."

3.9 PROTECTION OF INSTALLED CONSTRUCTION

A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.

B. Protection of Existing Items: Provide protection and ensure that existing items to remain undisturbed by construction are maintained in condition that existed at commencement of the Work.

C. Comply with manufacturer's written instructions for temperature and relative humidity.

END OF SECTION

SECTION 01 77 00

CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Drawings and general provisions of the Contract, including Fixed Price Construction Contract and other Division 01 Specification Sections, apply to this Section.

B. 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.

C. Related Requirements:
   1. Section 01 78 23 "Operation and Maintenance Data" for additional operation and maintenance manual requirements.
   2. Section 01 79 00 "Demonstration and Training" for requirements to train the Owner's maintenance personnel to adjust, operate, and maintain products, equipment, and systems.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of cleaning agent.

B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.

C. Certified List of Incomplete Items: Final submittal at final completion.

1.3 CLOSEOUT SUBMITTALS

A. Certificates of Release: From authorities having jurisdiction.

B. Idaho Division of Public Works Close-Out requirements, including “Conditions Precedent to Final Payment” list. The “Project Finalization” form is required unless specifications indicate otherwise.

1.4 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 seven (7) 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, 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.
5. Submit sustainable design submittals not previously submitted.
6. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
7. A final report of Special Inspections to be attached to the Substantial Completion. If no Special Inspections are required, Design Professional can initial as such on the Substantial Completion form.
8. Submit O&M Manuals for compliance with the contract documents.

C. Procedures Prior to Substantial Completion: Complete the following a minimum of seven (7) 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 01 79 00 "Demonstration and Training."
6. Advise Owner of changeover in utility services.
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.
10. Touch up paint 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 ten (10) days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Results of completed inspection will form the basis of requirements for final completion.

1.5 FINAL COMPLETION PROCEDURES

A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:

1. Prepare final Application for Payment according to Section 01 20 00 "Price and Payment Procedures".
2. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
3. Idaho Division of Public Works Close-Out requirements.

B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will approve/initial punch list after inspection or will notify Contractor of construction that must be completed or corrected before final documents will be signed.

1.6 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.
2. Submit list of incomplete items in the following format:
   a. MS Excel electronic file. Architect will return annotated file.
   b. PDF electronic file. Architect will return annotated file.
   c. Web-based project software upload. Utilize software feature for creating and updating list of incomplete items (punch list).

1.7 SUBMITTAL OF PROJECT WARRANTIES

A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where warranties are indicated to commence on dates other than date of Substantial Completion, or when delay in submittal of warranties might limit Owner's rights under warranty.

B. Partial Occupancy: Submit properly executed warranties within ten (10) 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.

D. Warranty Electronic File: Provide warranties and bonds in PDF format. Assemble complete warranty and bond submittal package into a single electronic PDF file with bookmarks enabling navigation to each item. Provide bookmarked table of contents at beginning of document.
1. Submit on digital media acceptable to Architect.

E. Warranties in Paper Form:
1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.

4. Warranty Electronic File: Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide bookmarked table of contents at beginning of document.

F. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

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

PART 3 - EXECUTION

3.1 FINAL CLEANING

A. General: 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. Construction Waste Disposal: Comply with waste disposal requirements in Section 01 50 00 "Temporary Facilities and Controls."

3.2 REPAIR OF THE WORK

A. Complete repair and restoration operations, as well as any damage to surrounding areas. Repair 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 before requesting inspection for determination of Substantial Completion.
    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 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.

B. Repair, or remove and replace, defective construction.

END OF SECTION

SECTION 01 78 23

OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
   1. Operation and maintenance documentation directory manuals.
   2. Emergency manuals.
   3. Systems and equipment operation manuals.
   4. Systems and equipment maintenance manuals.
   5. Product maintenance manuals.

1.2 CLOSEOUT SUBMITTALS

A. Submit operation and maintenance manuals indicated. Provide content for each manual as specified in individual Specification Sections, and as reviewed and approved at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.
   1. Architect and Owner will comment on whether content of operation and maintenance submittals is acceptable.
   2. Where applicable, clarify and update reviewed manual content to correspond to revisions and field conditions.

B. Format: Submit operation and maintenance manuals in the following format:
   1. Submit on digital media acceptable to Architect or by uploading to web-based project software site. Enable reviewer comments on draft submittals.
   2. Submit three paper copies. Architect will return two copies.

C. Final Manual Submittal: Submit each manual in final form prior to requesting inspection for Substantial Completion and at least 7 (seven) days before commencing demonstration and training. Architect will return copy with comments.
   1. Correct or revise each manual to comply with Architect's comments. Submit copies of each corrected manual within 15 days of receipt of Architect's comments and prior to commencing demonstration and training.

D. Comply with Section 01 77 00 "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

1.3 FORMAT OF OPERATION AND MAINTENANCE MANUALS

A. 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: Bookmark 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.

B. Manuals, Paper Copy: Submit manuals in the form of hard-copy, bound and labeled volumes.
   1. Binders: Heavy-duty, three-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
   2. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
      a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
      b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

1.4 REQUIREMENTS FOR EMERGENCY, OPERATION, AND MAINTENANCE MANUALS

A. Organization of Manuals: 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.

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. 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."

1.5 EMERGENCY MANUALS

A. 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.

B. Content: Organize manual into a separate section for each of the following:
   1. Type of emergency.
   2. Emergency instructions.
   3. Emergency procedures.

C. 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.

D. 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.

E. 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.

1.6 SYSTEMS AND EQUIPMENT OPERATION MANUALS

A. Systems and Equipment Operation Manual: Assemble a complete set of data indicating operation of each system, subsystem, and piece of equipment not part of a system. Include information required for daily operation and management, operating standards, and routine and special operating procedures.

B. 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.

C. 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.

D. 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.

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

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

1.7 SYSTEMS AND EQUIPMENT MAINTENANCE MANUALS

A. Systems and Equipment Maintenance Manuals: Assemble a complete set of data indicating maintenance of each system, subsystem, and piece of equipment not part of a system. Include manufacturers' maintenance documentation, preventive maintenance procedures and frequency, repair procedures, wiring and systems diagrams, lists of spare parts, and warranty information.

B. 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 warranties and bonds, as described below.

C. Manufacturers' Maintenance Documentation: Include the following information for each component part or piece of equipment:
1. Standard maintenance instructions and bulletins; 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.
   a. 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.
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.

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. 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.

H. 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.

1.8 PRODUCT MAINTENANCE MANUALS

A. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.

B. 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.

C. Product Information: Include the following, as applicable:
   1. Product name and model number.
   2. Manufacturer's name.
   3. Color, pattern, and texture.
   4. Material and chemical composition.
   5. Reordering information for specially manufactured products.

D. Maintenance Procedures: Include manufacturer's written recommendations and the following:
   1. Inspection procedures.
   2. Types of cleaning agents to be used and methods of cleaning.
   3. List of cleaning agents and methods of cleaning detrimental to product.
   4. Schedule for routine cleaning and maintenance.
   5. Repair instructions.

E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.

F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
   1. Include procedures to follow and required notifications for warranty claims.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 79 00

DEMONSTRATION AND TRAINING

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for instructing Owner's personnel, including the following:

1. Instruction in operation and maintenance of systems, subsystems, and equipment.

2. Demonstration and training video recordings.

1.2 INFORMATIONAL SUBMITTALS

A. Instruction Program: Submit outline of instructional program for demonstration and training, including a list of training modules and a schedule of proposed dates, times, length of instruction time, and instructors' names for each training module. Include learning objective and outline for each training module.

1. Indicate proposed training modules using manufacturer-produced demonstration and training video recordings for systems, equipment, and products in lieu of video recording of live instructional module.

1.3 CLOSEOUT SUBMITTALS

A. Demonstration and Training Video Recordings: Submit one copy (1) within seven (7) days of end of each training module.

1. At completion of training, submit complete training manual(s) for Owner's use prepared in same format required for operation and maintenance manuals specified in Section 01 78 23 "Operation and Maintenance Data."

1.4 QUALITY ASSURANCE

A. Facilitator Qualifications: A firm or individual experienced in training or educating maintenance personnel in a training program similar in content and extent to that indicated for this Project, and whose work has resulted in training or education with a record of successful learning performance.

B. Instructor Qualifications: A factory-authorized service representative, complying with requirements in Section 01 40 00 "Quality Requirements," experienced in operation and maintenance procedures and training.

C. Preconstruction Conference: Conduct conference at Project site to comply with requirements in Section 01 30 00 "Administrative Requirements."

1.5 COORDINATION

A. Coordinate instruction schedule with Owner's operations. Adjust schedule as required to minimize disrupting Owner's operations and to ensure availability of Owner's personnel.

B. Coordinate instructors, including providing notification of dates, times, length of instruction time, and course content.

C. Coordinate content of training modules with content of approved emergency, operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data have been reviewed and approved by Architect.

1.6 INSTRUCTION PROGRAM

A. Program Structure: Develop an instruction program that includes individual training modules for each system and for equipment not part of a system, as required by individual Specification Sections.

B. Training Modules: Develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following as applicable to the system, equipment, or component:

1. Basis of System Design, Operational Requirements, and Criteria: Include the following:
   a. System, subsystem, and equipment descriptions.
   b. Performance and design criteria if Contractor is delegated design responsibility.
   c. Operating standards.
   d. Regulatory requirements.
   e. Equipment function.
   f. Operating characteristics.
   g. Limiting conditions.
   h. Performance curves.

2. Documentation: Review the following items in detail:
   a. Emergency manuals.
   b. Systems and equipment operation manuals.
   c. Systems and equipment maintenance manuals.
   d. Product maintenance manuals.
   e. Project Record Documents.
   f. Identification systems.
   g. Warranties and bonds.
   h. Maintenance service agreements and similar continuing commitments.

3. Emergencies: Include the following, as applicable:
   a. Instructions on meaning of warnings, trouble indications, and error messages.
   b. Instructions on stopping.
   c. Shutdown instructions for each type of emergency.
   d. Operating instructions for conditions outside of normal operating limits.
   e. Sequences for electric or electronic systems.
   f. Special operating instructions and procedures.

4. Operations: Include the following, as applicable:
   a. Startup procedures.
   b. Equipment or system break-in procedures.
   c. Routine and normal operating instructions.
   d. Regulation and control procedures.
   e. Control sequences.
   f. Safety procedures.
   g. Instructions on stopping.
   h. Normal shutdown instructions.
   i. Operating procedures for emergencies.

j. Operating procedures for system, subsystem, or equipment failure.
k. Seasonal and weekend operating instructions.
l. Required sequences for electric or electronic systems.
m. Special operating instructions and procedures.

5. Adjustments: Include the following:
   a. Alignments.
   b. Checking adjustments.
   c. Noise and vibration adjustments.
   d. Economy and efficiency adjustments.

6. Troubleshooting: Include the following:
   a. Diagnostic instructions.
   b. Test and inspection procedures.

7. Maintenance: Include the following:
   a. Inspection procedures.
   b. Types of cleaning agents to be used and methods of cleaning.
   c. List of cleaning agents and methods of cleaning detrimental to product.
   d. Procedures for routine cleaning.
   e. Procedures for preventive maintenance.
   f. Procedures for routine maintenance.
   g. Instruction on use of special tools.

8. Repairs: Include the following:
   a. Diagnosis instructions.
   b. Repair instructions.
   c. Disassembly; component removal, repair, and replacement; and reassembly instructions.
   d. Instructions for identifying parts and components.
   e. Review of spare parts needed for operation and maintenance.

1.7 PREPARATION

A. Assemble educational materials necessary for instruction, including documentation and training module. Assemble training modules into a training manual organized in coordination with requirements in Section 01 78 23 "Operation and Maintenance Data."

B. Set up instructional equipment at instruction location.

1.8 INSTRUCTION

A. Facilitator: Engage a qualified facilitator to prepare instruction program and training modules, to coordinate instructors, and to coordinate between Contractor and Owner for number of participants, instruction times, and location.

B. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.

C. Scheduling: Provide instruction at mutually agreed-on times. For equipment that requires seasonal operation, provide similar instruction at start of each season.
   1. Schedule training with Owner with at least ten (10) days' advance notice.

D. Training Location and Reference Material: Conduct training on-site in the completed and fully operational facility using the actual equipment in-place. Conduct training using final operation and maintenance data submittals.

E. Cleanup: Collect used and leftover educational materials and remove from Project. Remove instructional equipment. Restore systems and equipment to condition existing before initial training use.

1.9 DEMONSTRATION AND TRAINING VIDEO RECORDINGS

A. General: Record each training module separately. Include classroom instructions and demonstrations, board diagrams, and other visual aids, but not student practice.
   1. At beginning of each training module, record each chart containing learning objective and lesson outline.

B. Digital Video Recordings: Provide high-resolution, digital video.
   1. Submit video recordings on USB thumb drive.

C. Recording: Display continuous running time.

D. Preproduced Video Recordings: Provide video recordings used as a component of training modules in same format as recordings of live training.

PART 2 - PRODUCTS

PART 3 - EXECUTION

END OF DIVISION

Copyright Release Agreement

Project: D5 Pocatello HQ Roof Replacements

Myers Anderson Architects Project Number: 22571

In response to the Contractor's (Sub-Contractor's) request to obtain electronic copies of portions of the copyrighted documents produced by Myers Anderson Architects, PLLC for the above referenced project, Myers Anderson Architects, PLLC agrees to provide such electronic reproductions with the following conditions:

Contractor (Sub-Contractor) to initial each condition in the space provided.

_____ 1. These electronically reproduced document copies are only for the use of this Contractor (Sub-Contractor); and only as an aid in the production of this Contractor's (Sub-Contractor's) portion of the Work.

_____ 2. All title blocks and other references to Myers Anderson Architects, PLLC, the Architect of Record, the Consultant(s), and the Owner shall be removed.

_____ 3. This Contractor (Sub-Contractor) shall remove all notes, text, and detail cuts from the electronic file prior to use.

_____ 4. This Contractor (Sub-Contractor) agrees to the following indemnity clause:

In consideration of the Contractor's (Sub-Contractor's) use of Architect's copyrighted electronic file documents, the Contractor (Sub-Contractor) agrees that it shall make no claim against Myers Anderson Architects, PLLC and shall further hold harmless, indemnify, and defend Myer Anderson Architects, PLLC from and against any and all claims, costs and expenses resulting from the Contractor's (Sub-Contractor's) use of Architect's copyrighted electronic file documents contained therein.

Contractor (Sub-contractor) Company: _____

Officer & Title (Printed): _____

Officer & Title (Signed): _____

Date: _____

_____
Myers Anderson Architects, PLLC

Representative & Title (Printed): _____

Representative & Title (Signed): _____

Date: _____

122 South Main Street, Suite 1
Pocatello, Idaho 83204
P 208.232.3741
F 208.232.3782
www.myersanderson.com

REQUEST FOR INTERPRETATION

R.F.I. No: _____ To: _____

Date: _____ Project Name: _____

Regarding: _____ Contract For: _____

From: _____ Project No: _____

Specification Section **Paragraph** **Drawing No** **Detail**

Request:

Signed by: _____ **Date:** _____

Response:

Signed by: _____ **Date:** _____

Date Rec'd: **Date Ret'd:** **Attachments**

Copies: □**Architect** □**Contractor** □**Consultant** □**Owner** □ **Others**

SUBSTITUTION REQUEST

(During the Bidding Phase)

Project: _____

_____

To: _____

_____

Re: _____

_____

Substitution Request Number: _____

From: _____

Date: _____

A/E Project Number: _____

Contract For: _____

Specification Title: _____ Description: _____

Section: _____ Page: _____ Article/Paragraph: _____

Proposed Substitution: _____

Manufacturer: _____ Address: _____ Phone: _____

Trade Name: _____ Model No.: _____

Attached data includes product description, specifications, drawings, photographs, and performance and test data adequate for evaluation of the request; applicable portions of the data are clearly identified.

Attached data also includes a description of changes to the Contract Documents that the proposed substitution will require for its proper installation.

The Undersigned certifies:

- Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
- Same warranty will be furnished for proposed substitution as for specified product.
- Same maintenance service and source of replacement parts, as applicable, is available.
- Proposed substitution will have no adverse effect on other trades and will not affect or delay progress schedule.
- Proposed substitution does not affect dimensions and functional clearances.
- Payment will be made for changes to building design, including A/E design, detailing, and construction costs caused by the substitution.

Submitted by: _____

Signed by: _____

Firm: _____

Address: _____

Telephone: _____

A/E's REVIEW AND ACTION

☐ Substitution approved - Make submittals in accordance with Specification Section 01 33 00.

☐ Substitution approved as noted - Make submittals in accordance with Specification Section 01 33 00.

☐ Substitution rejected - Use specified materials.

☐ Substitution Request received too late - Use specified materials.

Signed by: _____ Date: _____

Supporting Data Attached ☐ Drawings ☐ Product Data ☐ Samples ☐ Tests ☐ Reports ☐ _____

DIVISION 2 EXISTING CONDITIONS

SECTION 02 41 19

SELECTIVE STRUCTURE DEMOLITION

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
1. Demolishing designated building equipment and fixtures.
2. Demolishing designated construction.
3. Cutting and alterations for completion of the Work.
4. Removing designated items for reuse and Owner's retention.
5. Protecting items designated to remain.
6. Removing demolished materials.

1.2 SUBMITTALS

A. Section 01 33 00 - Submittal Procedures: Requirements for submittals.

B. Demolition Schedule: Indicate overall schedule and interruptions required for utility and building services.

C. Shop Drawings:
1. Indicate demolition and removal sequence.
2. Indicate location of items designated for reuse and Owner's retention.
3. Indicate location and construction of temporary work.

1.3 CLOSEOUT SUBMITTALS

A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for submittals.

B. Project Record Documents: Accurately record actual locations of capped utilities, concealed utilities discovered during demolition, and subsurface obstructions.

1.4 QUALITY ASSURANCE

A. Conform to applicable code for demolition work, dust control, products requiring electrical disconnection and re-connection.

B. Conform to applicable code for procedures when hazardous or contaminated materials are discovered.

C. Obtain required permits from authorities having jurisdiction.

1.5 PRE-INSTALLATION MEETINGS

A. Section 01 30 00 - Administrative Requirements: Pre-installation meeting.

B. Convene minimum one week prior to commencing work of this section.

1.6 SEQUENCING

A. Section 01 10 00 - Summary: Requirements for sequencing.

B. Owner will conduct salvage operations before demolition begins to remove materials Owner chooses to retain.

1.7 SCHEDULING

A. Section 01 30 00 - Administrative Requirements: Requirements for scheduling.

B. Schedule Work to coincide with new construction.

C. Cooperate with Owner in scheduling noisy operations and waste removal that may impact Owners operation and in adjoining spaces.

D. Perform noisy work:
   1. Between hours of 8:00 am and 5:00 pm.
   2. On following days: Monday through Saturday.

E. Coordinate utility and building service interruptions with Owner.
   1. Do not disable or disrupt building fire or life safety systems without three days prior written notice to Owner.
   2. Schedule tie-ins to existing systems to minimize disruption.
   3. Coordinate Work to ensure fire sprinklers, fire alarms, smoke detectors, emergency lighting, exit signs and other life safety systems remain in full operation in occupied areas.

1.8 PROJECT CONDITIONS

A. Conduct demolition to minimize interference with adjacent and occupied building areas.

B. Cease operations immediately if structure appears to be in danger and notify Architect/Engineer. Do not resume operations until directed.

PART 2 PRODUCTS Not Used.

PART 3 EXECUTION

3.1 PREPARATION

A. Notify affected utility companies before starting work and comply with their requirements.

B. Mark location and termination of utilities.

C. Erect, and maintain temporary barriers and security devices, including warning signs and lights, and similar measures, for protection of the public, Owner, and existing improvements indicated to remain.

D. Erect and maintain weatherproof closures for exterior openings.

E. Erect and maintain temporary partitions to prevent spread of dust, odors, and noise to permit continued Owner occupancy.

F. Prevent movement of structure; provide temporary bracing and shoring required to ensure safety of existing structure.

G. Provide appropriate temporary signage including signage for exit or building egress.

H. Do not close or obstruct building egress path.

I. Do not disable or disrupt building fire or life safety systems without 3 days prior written notice to Owner.

3.2 SALVAGE REQUIREMENTS

A. Coordinate with Owner to identify building components and equipment required to be removed and delivered to Owner.

B. Tag components and equipment Owner designates for salvage.

C. Protect designated salvage items from demolition operations until items can be removed.

D. Carefully remove building components and equipment indicated to be salvaged.

E. Disassemble as required to permit removal from building.

F. Package small and loose parts to avoid loss.

G. Mark equipment and packaged parts to permit identification and consolidation of components of each salvaged item.

H. Prepare assembly instructions consistent with disassembled parts. Package assembly instructions in protective envelope and securely attach to each disassembled salvaged item.

I. Deliver salvaged items to Owner. Obtain signed receipt from Owner.

3.3 DEMOLITION

A. Conduct demolition to minimize interference with adjacent and occupied building areas.

B. Maintain protected egress from and access to adjacent existing buildings at all times.

C. Do not close or obstruct roadways and sidewalks without permits.

D. Cease operations immediately when structure appears to be in danger and notify Architect.

E. Disconnect and remove designated utilities within demolition areas.

F. Cap and identify abandoned utilities at termination points when utility is not completely removed. Annotate Record Drawings indicating location and type of service for capped utilities remaining after demolition.

G. Demolish in orderly and careful manner. Protect existing improvements, supporting structural members.

H. Carefully remove building components indicated to be reused.
   1. Disassemble components as required to permit removal.
   2. Package small and loose parts to avoid loss.
   3. Mark components and packaged parts to permit reinstallation.
   4. Store components, protected from construction operations, until reinstalled.

I. Remove demolished materials from site except where specifically noted otherwise. Do not burn or bury materials on site.

J. Remove materials as Work progresses. Upon completion of Work, leave areas in clean condition.

K. Remove temporary Work.

L. Patch back and repair any existing surfaces called out to remain as if damaged during demolition.

M. Patch back and tie into existing surfaces to match adjacent surfaces.

END OF DIVISION

DIVISION 06 WOOD, PLASTICS, AND COMPOSITES

SECTION 06 10 53

MISCELLANEOUS ROUGH CARPENTRY

PART 1 GENERAL

1.1 SUMMARY

A. Section includes roof curbs, and perimeter nailers; blocking in wall and roof openings; wood furring and grounds; and preservative treatment of wood.

1.2 REFERENCES

A. American Wood-Preservers' Association:
1. AWPA M4 - Standard for the Care of Preservative-Treated Wood Products.

B. ASTM International:
1. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware.
2. ASTM F1667 - Standard Specification for Driven Fasteners: Nails, Spikes, and Staples.

C. The Redwood Inspection Service:
1. RIS - Standard Specifications for Grades of California Redwood Lumber.

D. Southern Pine Inspection Bureau:
1. SPIB - Standard Grading Rules for Southern Pine Lumber.

E. U.S. Department of Commerce National Institute of Standards and Technology:
1. DOC PS 1 - Construction and Industrial Plywood.
2. DOC PS 20 - American Softwood Lumber Standard.

F. West Coast Lumber Inspection Bureau:
1. WCLIB - Standard Grading Rules for West Coast Lumber.

G. Western Wood Products Association:
1. WWPA G-5 - Western Lumber Grading Rules.

1.3 QUALITY ASSURANCE

A. Perform Work in accordance with the following:
1. Lumber Grading Agency: Certified by DOC PS 20.
2. Lumber: DOC PS 20.

PART 2 PRODUCTS

2.1 MATERIALS

A. Lumber Grading Rules: NLGA RIS SPIB WCLIB WWPA or NELMA.

B. Miscellaneous Framing: Douglas Fir - Larch grade, No 2 or better, 19 percent maximum moisture content.

2.2 ACCESSORIES

A. Fasteners and Anchors:
1. Fasteners: ASTM A153/A153M, hot dipped galvanized steel for high humidity

and treated wood locations, unfinished steel elsewhere.

2. Nails and Staples: ASTM F1667.
3. Drywall Screws: Bugle head, hardened steel, power driven type, length to achieve full penetration of sheathing substrate.
4. Anchors: Toggle bolt type for anchorage to hollow masonry. Expansion shield and lag bolt type for anchorage to solid masonry or concrete. Bolt or ballistic fastener for anchorages to steel.

2.3 FACTORY WOOD TREATMENT

A. Wood Preservative (Pressure Treatment): AWPA U1, Commodity Specification A-Sawn Products or F-Wood Composites using water-borne preservative.

B. Wood Preservative (Surface Application): Clear, Fire Retardant Treatment: Chemically treated and pressure impregnated, having flame spread of 25 or less when tested in accordance with ASTM E 84 and showing no evidence of significant progressive combustion when test is continued for an additional 20 minute period, Interior Type.

C. Moisture Content after Treatment: Kiln dried (KDAT).
   1. Lumber: Maximum 19 percent.
   2. Structural Panels: Maximum 15 percent.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify existing conditions before starting work.

B. Verify substrate conditions are ready to receive blocking, curbing and framing.

3.2 PREPARATION

A. Coordinate placement of blocking, curbing and framing items.

3.3 INSTALLATION

A. Set members level and plumb, in correct position.

B. Place horizontal members, crown side up.

C. Construct curb members of solid wood sections.

D. Curb roof openings except where prefabricated curbs are provided. Form corners by alternating lapping side members.

E. Coordinate curb installation with installation of decking and support of deck openings, and roofing vapor retardant.

F. Space framing and furring 16 inches oc.

G. Secure sheathing to framing members with ends over firm bearing and staggered.

END OF DIVISION

DIVISION 7 THERMAL AND MOISTURE PROTECTION

SECTION 07 01 40

SELECTIVE DEMOLITION OF ROOFING MATERIALS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
1. Demolishing designated roofing materials, flashing, and metal trim
2. Cutting and alterations for completion of the Work
3. Protecting items designated to remain
4. Removing demolished materials

B. Related Sections:
1. Section 07 53 05 Elastomeric Membrane Roofing

1.2 SUBMITTALS

A. Section 01 33 00 - Submittal Procedures: Requirements for submittals

B. Demolition Schedule: Indicate overall schedule and interruptions required for utility and building services

1.3 CLOSEOUT SUBMITTALS

A. Section 01 77 00 – Closeout Procedures: Requirements for submittals

B. Project Record Documents: Accurately record actual locations of capped utilities, concealed utilities discovered during demolition, and subsurface obstructions

C. Operation and Maintenance Data: Submit description of system, inspection data, and parts lists

1.4 QUALITY ASSURANCE

A. Conform to applicable code for demolition work, dust control, products requiring electrical disconnection and re-connection

B. Conform to applicable code for procedures when hazardous or contaminated materials are discovered

C. Obtain required permits from authorities having jurisdiction

D. Conform to Agency policies for demolition work, dust control, notification of disruption of HVAC and electrical systems and re-connection

1.5 SEQUENCING

A. Section 01 10 00 - Summary: Requirements for sequencing.

B. Sequence demolition activities to remove no more roofing materials than can be replaced in the same work day

C. Owner will conduct salvage operations before demolition begins to remove materials Owner chooses to retain

1.6 SCHEDULING

A. Section 01 30 00 - Administrative Requirements.

B. Schedule Work to coincide with new construction

C. Cooperate with Owner in scheduling noisy operations and waste removal that may impact Owners operation and in adjoining spaces

1.7 PROJECT CONDITIONS

A. Conduct demolition to minimize interference with occupied building areas

B. Cease operations immediately if structure appears to be in danger and notify Architect
   1. Do not resume operations until directed

PART 2 - PRODUCTS - Not Used.

PART 3 - EXECUTION

3.1 PREPARATION

A. Notify Owner and Agency before starting work and comply with their requirements

B. Mark location and termination of utilities

C. Erect, and maintain temporary barriers and security devices, including warning signs and lights, and similar measures, for protection of the occupants, public, Owner, and existing improvements indicated to remain

D. Do not close or obstruct building egress path

E. Do not disable or disrupt building fire or life safety systems without 3weeks prior written notice to Owner

3.2 SALVAGE REQUIREMENTS

A. Coordinate with Owner to identify building components and equipment required to be removed and delivered to Owner

B. Tag components and equipment Owner designates for salvage

C. Protect designated salvage items from demolition operations until items can be removed

D. Carefully remove building components and equipment indicated to be salvaged

E. Disassemble as required to permit removal from building

F. Package small and loose parts to avoid loss

G. Mark equipment and packaged parts to permit identification and consolidation of components of each salvaged item

H. Prepare assembly instructions consistent with disassembled parts
   1. Package assembly instructions in protective envelope and securely attach to each disassembled salvaged item

I. Deliver salvaged items to Owner

J. Obtain signed receipt from Owner

3.3 DEMOLITION

A. Conduct demolition to minimize interference with occupied building areas

B. Do not conduct demolition in adverse weather conditions
   1. Cease operations immediately when adverse weather condition appear and protect all demo areas to prevent water and other infiltration entering the building
   2. Comply with roofing manufacturer requirement regarding weather condition

C. Do not close or obstruct roadways sidewalks without Agency permission

D. Cease operations immediately when structure appears to be in danger and notify Architect

E. Protect existing structural roof deck from damage during demolition of roofing materials

F. Disconnect and remove designated utilities within demolition areas

G. Cap and identify abandoned utilities at termination points when utility is not completely removed
   1. Annotate Record Drawings indicating location and type of service for capped utilities remaining after demolition

H. Demolish in orderly and careful manner.
   1. Protect existing improvements and supporting structural members

I. Carefully remove building components indicated to be reused
   1. Disassemble components as required to permit removal
   2. Package small and loose parts to avoid loss
   3. Mark components and packaged parts to permit reinstallation
   4. Store components, protected from construction operations, until reinstalled

J. Remove demolished materials from site
   1. Remove materials as Work progresses
   2. Remove demolished materials from the site weekly
   3. Do not allow demolished materials to accumulate on site
   4. Do not burn or bury materials on site
   5. Demolished materials shall be store in covered container

K. Upon completion of Work, leave areas in clean condition

L. Remove temporary Work.

3.4 PROTECTION OF EXISTING FACILITIES

A. Section 01 73 00 - Execution and Section 01 77 00 - Closeout Requirements: Protecting existing construction

B. Protect Owner and Agency property from water and other infiltration during all demolition and installation of all roofing materials

C. Damage to Owner and Agency property shall be repaired, or replaced at Contractor expense

END OF SECTION

SECTION 07 53 03

ELASTOMERIC MEMBRANE ROOFING (TPO) - FULLY ADHERED

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes membrane roofing, base flashings roofing membrane expansion joints, and counterflashings

B. Related Sections:
1. Section 06 10 53 - Miscellaneous Rough Carpentry: Wood nailers
2. Section 07 62 00 - Sheet Metal Flashing and Trim: Counterflashings

1.2 REFERENCES

A. ASTM International:
1. ASTM D412 - Standard Test Methods for Vulcanized Rubber and Thermoplastic Elastomers-Tension
2. ASTM D624 - Standard Test Method for Tear Strength of Conventional Vulcanized Rubber and Thermoplastic Elastomers
3. ASTM D746 - Standard Test Method for Brittleness Temperature of Plastics and Elastomers by Impact
4. ASTM D1004 - Standard Test Method for Tear Resistance (Graves Tear) of Plastic Film and Sheeting
5. ASTM D4637 - ASTM D5019 - Standard Specification for Reinforced Non-Vulcanized Polymeric Sheet Used in Roofing Membrane
6. ASTM D6878 - Standard Specification for Thermoplastic Polyolefin Based Sheet Roofing
7. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials
8. ASTM E96/E96M - Standard Test Methods for Water Vapor Transmission of Materials
9. ASTM E108 - Standard Test Methods for Fire Tests of Roof Coverings
10. ASTM E119 - Standard Test Methods for Fire Tests of Building Construction and Materials

B. FM Global:
1. FM DS 1-28 - Wind Loads to Roof Systems and Roof Deck Securement

C. Intertek Testing Services (Warnock Hersey Listed):
1. WH - Certification Listings

D. National Roofing Contractors Association:
1. NRCA - The NRCA Roofing and Waterproofing Manual

E. Single Ply Roofing Institute:
1. SPRI ES-1 - Wind Design Standard for Edge Systems Used with Low Slope Roofing Systems

F. Underwriters Laboratories Inc.:
1. UL - Fire Resistance Directory
2. UL 790 - Tests for Fire Resistance of Roof Covering Materials
3. UL 1256 - Fire Test of Roof Deck Construction
4. UL 1897 - Uplift Tests for Roof Covering Systems

1.3 SYSTEM DESCRIPTION

A. Elastomeric Sheet Membrane Conventional Roofing System: One ply membrane system with insulation, and adhesive applied membrane finish.

1.4 DESIGN REQUIREMENTS

A. Low Slope Membrane Roof Edge Securement: Conform to SPRI ES-1 for wind speeds determined from applicable code.

1.5 PERFORMANCE REQUIREMENTS

A. Uplift Resistance: UL 1897; 90 psf uplift pressure resistance.

1.6 SUBMITTALS

A. Section 01 33 00 - Submittal Procedures: Submittal procedures

B. Shop Drawings: Joint and termination detail conditions, conditions of interface with other materials
   1. Indicate membrane layout and seam locations

C. Product Data: Submit characteristics on membrane materials, adhesives, seaming materials, and flashing materials

D. Manufacturer's Certificate: Certify Products meet or exceed specified requirements

1.7 QUALITY ASSURANCE

A. Perform Work in accordance with NRCA Roofing and Waterproofing Manual

1.8 QUALIFICATIONS

A. Manufacturer: Company specializing in fully adhered, unreinforced TPO membranes with ten years' experience
   1. The manufacturer shall certify the TPO membrane meets the physical properties specified

B. Applicator: A company approved by Manufacturer, and specializing in single-ply roofing systems with at least three installations of fully adhered TPO roofing within the past two years

1.9 DELIVERY, STORAGE, AND HANDLING

A. Section 01 60 00 - Product Requirements: Requirements for transporting, handling, storing, and protecting products

B. Deliver products in manufacturer's original containers, dry, undamaged, with seals and labels intact

C. Store products in weather protected environment, clear of ground and moisture

1.10 ENVIRONMENTAL REQUIREMENTS

A. Section 01 60 00 - Product Requirements: Environmental conditions affecting products on site

B. Do not apply roofing membrane during inclement weather without proper weather protection

C. Do not apply roofing membrane to damp or frozen deck surface or when precipitation is expected or occurring

D. Do not expose materials vulnerable to water or sun damage in quantities greater than can be weatherproofed during same day

1.11 COORDINATION

A. Section 01 30 00 - Administrative Requirements: Coordination and project conditions

B. Coordinate Work with installation of associated roof penetrations and metal flashings, as Work of this section proceeds

1.12 WARRANTY

A. Section 01 73 00 - Execution and Section 01 77 00 – Closeout Procedures: Requirements for warranties

B. Furnish 30-year State of Idaho manufacturer's warranty including coverage of materials and installation and resulting damage to building resulting from failure to resist penetration of moisture

C. Furnish 5 year State of Idaho Standard Roofing Contractor warranty including coverage of installation and resulting damage to building resulting from failure to resist penetration of moisture

PART 2 - PRODUCTS

2.1 SINGLE PLY ROOFING - FULLY ADHERED

A. Manufacturers:
1. Carlisle SynTec Systems Model: Sure Weld
2. Firestone Building Products Co. Model Ultra-Ply
3. GAF , Model (Everguard)
4. Johns Manville
5. Versico
6. Substitutions: Section 01 60 00 - Product Requirements

2.2 COMPONENTS

A. Elastomeric Sheet Material:
1. Membrane shall be 80 mil overall minimum thickness, uncured white TPO membrane reinforced
2. In order to minimize seams on the roof, the minimum width of the membrane shall be 6 feet

B. The membrane shall have the following physical properties.

	Physical Property	Test Method	Typical Values
1.	Tolerance on nominal thickness, %	ASTM D-751	+10%
2.	Thickness over scrim, in	ASTM D-68780	.024
3.	Breaking Strength	ASTM D-751	250 min
4.	Elongation break of reinforcement, %	ASTM D-751	15 min.
5.	Tear Strength	ASTM D-751	55 min.
6.	Brittleness	ASTM D-2137	-40 max
7.	Linear dimensional change, %	ASTM D-1204	± 1 max
8.	Ozone Resistance**	ASTM D-1149	Pass
9.	Water absorption resistance, mass %	ASTM D-471	3.0 max
10.	Factory seam strength, lbf /in	ASTM D-751	66 min
11.	Field seam strength, lbf /in	ASTM D1876	25 min
12.	Water Vapor Permeance, Perms	ASTM E96	0.10 max
13.	Puncture Resistance, lbf	FTM 101C (Method 2031)	300 min
14.	Solar Reflectance (initial)	ASTM E-903	>70%
15.	Thermal Emittance	ASTM E-408	>0.93
16.	Properties after heat aging,	ASTMD573	670 hrs. @ 240 °F
17.	Breaking strength, % retained		90 min

18. Elongation reinf., % retained 90 min
19. Tearing strength, % retained 60 min.
20. Weight change, %± 1.0 max

C. Seaming Materials: As recommended by membrane manufacturer

D. Washer Disc: Membrane material with adhesive backing

E. Adhesive Materials:
1. Surface Conditioner: type compatible with membrane
2. Membrane Adhesives: As recommended by membrane manufacturer
3. Insulation Adhesive: As recommended by insulation manufacturer
4. Thinner and Cleaner: As recommended by adhesive manufacturer, compatible with sheet membrane

F. Insulation: ASTM C1289, type II, Class I, faced rigid cellular polyisocyanurate roof insulation, with the following characteristics:
1. Board Density: 2lb/cu ft
2. Board Size: 48 x 96 inch
3. Board Thickness: 2 inches
4. Board Edges: square
5. Thermal Conductivity: K factor of 25 as determined by ASTM C1289
6. Compressive Strength: Minimum 20 psi

G. Disc Washers and Screws:
1. Disc washer: 2 inches in diameter, 22 gauge metal.
2. Screws As recommended by membrane manufacturer to penetrate roof deck.

H. Flexible Flashings: Same material as membrane

I. Counterflashings: Galvanized metal, as specified in Section 07 62 00

2.3 ACCESSORIES

A. Roofing Nails: Galvanized hot dipped or non-ferrous type, size as required to suit application.

B. Sealants: As recommended by membrane manufacturer.

C. Stack Boots: Flexible boot and collar for pipe stacks through membrane.

D. Overnight Seal: As provided by Manufacturer.
1. Substitutions: Not Permitted

PART 3 - EXECUTION

3.1 EXAMINATION

A. Section 01 73 00 - Execution: Coordination and project conditions

B. Verify surfaces and site conditions are ready to receive Work

C. Verify deck is supported and secure

D. Verify deck is clean and smooth, free of depressions, waves, or projections, properly sloped to drains and suitable for installation of roof system

E. Verify deck surfaces are dry and free of snow or ice

F. Verify roof openings, curbs and vents through roof are solidly set, and reglets are in place

3.2 PREPARATION

A. Existing roofing
1. Clean any existing roof surface as required to install new roofing

2. Remove all existing roofing material as required to provide a flat surface
3. Remove only the amount of roofing that can be replaced in the same day
4. Seal the edge of the roofing membrane watertight with manufacture overnight seal at the end of each day

B. Existing Insulation:
1. Replace or repair the damaged insultation as required to provide smooth roof surface

3.3 INSTALLATION

A. Insulation Application (Adhered):
1. Ensure vapor retarder is clean and dry
2. Apply adhesive to existing insulation. Embed insulation into adhesive with full contact
3. Apply adhesive to top surface of insulation
   a. Embed second layer of insulation into adhesive, with joints staggered minimum 6inch from joints of first layer
4. Place constant thickness first layer and tapered thickness insulation second layer to required slope pattern
5. Minimum Total Insulation Thickness: 6 inches, including existing insulation.
6. Lay boards with edges in moderate contact without forcing
   a. Cut insulation to fit neatly to perimeter blocking and around penetrations through roof
7. Cut boards to slope for distance of 18 inches back from roof drains for positive drainage
8. Apply no more insulation than can be covered with membrane in same day

B. Membrane Application:
1. Apply primer
2. Apply adhesive as recommended by roofing manufacturer
3. Roll out membrane, free from air pockets, wrinkles, or tears
   a. Firmly press sheet into place without stretching
4. Bond sheet to insulation except those areas directly over or within 3 inches of control or expansion joint
5. Overlap edges and ends and seal by heat welding minimum 3inches
   a. Seal permanently waterproof
   b. Apply uniform bead of sealant to joint edge
6. Seal membrane around roof penetrations

C. Flashings And Accessories:
1. Apply flexible flashings to seal membrane to vertical elements
2. Secure to nailing strips at 4 inches oc and reglets
3. Coordinate installation of roof drains and related flashings
4. Seal flashings and flanges of items penetrating membrane

3.4 FIELD QUALITY CONTROL

A. Section 01 40 00 - Quality Requirements: Field inspecting, testing, adjusting, and balancing

3.5 CLEANING

A. Section 01 77 00 – Closeout Procedures: Final cleaning

B. In areas where finished surfaces are soiled by Work of this section, consult manufacturer of surfaces for cleaning advice and conform to their documented instructions

C. Repair or replace defaced or disfigured finishes caused by Work of this section

3.6 PROTECTION OF INSTALLED CONSTRUCTION

A. Section 01 73 00 - Execution and Section 01 77 00 - Closeout Procedures: Protecting installed construction

B. Protect building surfaces against damage from roofing Work

C. Where traffic must continue over finished roof membrane, protect surfaces

END OF SECTION

SECTION 07 53 03

ELASTOMERIC MEMBRANE ROOFING (PVC) – *(ALTERNATIVE OPTION TO TPO)*

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes membrane roofing, base flashings, roofing membrane expansion joints, and counterflashings

B. Related Sections:
1. Section 06 10 53 - Miscellaneous Rough Carpentry: Wood nailers
2. Section 07 62 00 - Sheet Metal Flashing and Trim: Counterflashings

1.2 REFERENCES

A. ASTM International:
1. ASTM D412 - Standard Test Methods for Vulcanized Rubber and Thermoplastic Elastomers-Tension
2. ASTM D624 - Standard Test Method for Tear Strength of Conventional Vulcanized Rubber and Thermoplastic Elastomers
3. ASTM D746 - Standard Test Method for Brittleness Temperature of Plastics and Elastomers by Impact
4. ASTM D1004 - Standard Test Method for Tear Resistance (Graves Tear) of Plastic Film and Sheeting
5. ASTM D4637 - ASTM D5019 - Standard Specification for Reinforced Non-Vulcanized Polymeric Sheet Used in Roofing Membrane
6. ASTM D4434 - Standard Specification for Poly(Vinyl Chloride) Sheet Roofing
7. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials
8. ASTM E96/E96M - Standard Test Methods for Water Vapor Transmission of Materials
9. ASTM E108 - Standard Test Methods for Fire Tests of Roof Coverings
10. ASTM E119 - Standard Test Methods for Fire Tests of Building Construction and Materials

B. FM Global:
1. FM DS 1-28 - Wind Loads to Roof Systems and Roof Deck Securement

C. Intertek Testing Services (Warnock Hersey Listed):
1. WH - Certification Listings

D. National Roofing Contractors Association:
1. NRCA - The NRCA Roofing and Waterproofing Manual

E. Single Ply Roofing Institute:
1. SPRI ES-1 - Wind Design Standard for Edge Systems Used with Low Slope Roofing Systems

F. Underwriters Laboratories Inc.:
1. UL - Fire Resistance Directory
2. UL 790 - Tests for Fire Resistance of Roof Covering Materials
3. UL 1256 - Fire Test of Roof Deck Construction

4. UL 1897 - Uplift Tests for Roof Covering Systems

1.3 SYSTEM DESCRIPTION

A. Elastomeric Sheet Membrane Conventional Roofing System: One ply membrane system with insulation, and adhesive applied membrane finish

1.4 DESIGN REQUIREMENTS

A. Low Slope Membrane Roof Edge Securement: Conform to SPRI ES-1 for wind speeds determined from applicable code

1.5 PERFORMANCE REQUIREMENTS

A. Uplift Resistance: UL 1897; 90 psf uplift pressure resistance

1.6 SUBMITTALS

A. Section 01 33 00 - Submittal Procedures: Submittal procedures

B. Shop Drawings: Joint and termination detail conditions, conditions of interface with other materials
   1. Indicate membrane layout and seam locations

C. Product Data: Submit characteristics on membrane materials, adhesives, seaming materials, and flashing materials

D. Manufacturer's Certificate: Certify Products meet or exceed specified requirements

1.7 CLOSEOUT SUBMITTALS

A. Section 01 77 00 Closeout Procedures and Section 01 78 23 Operation and Maintenance Data: Requirements for submittals
   1. Installation and Maintenance Data: For roofing system to include the following in Roof Plan Binder:
      a. Bid Document (Specification)
      b. Installation History (Notice of Award / Accepted Notice of Award)
      c. Warranties (State of Idaho 20 year and State of Idaho 3 year contractor warranties)
      d. Maintenance forms and requirements

1.8 QUALITY ASSURANCE

A. Perform Work in accordance with NRCA Roofing and Waterproofing Manual

1.9 QUALIFICATIONS

A. Manufacturer: Company specializing in fully adhered, reinforced PVC membranes with ten years' experience
   1. The manufacturer shall certify the PVC membrane meets the physical properties specified

E. Applicator: A company approved by Manufacturer, and specializing in single-ply roofing systems with at least three installations of fully adhered PVC roofing within the past two years

1.10 DELIVERY, STORAGE, AND HANDLING

A. Section 01 60 00 - Product Requirements: Requirements for transporting, handling, storing, and protecting products

B. Deliver products in manufacturer's original containers, dry, undamaged, with seals and labels intact

C. Store products in weather protected environment, clear of ground and moisture
   1. Store membrane rolls lying down on pallets and fully protected from the weather with clean canvas tarpaulins
      a. Unvented polyethylene tarpaulins are not accepted
   2. Store adhesives at temperatures between 40°F and 80°F
      a. Read instructions contained on adhesive canister for specific storage instructions
   3. Store all flammable materials in a cool, dry area away from sparks and open flames
      a. Follow precautions outlined on containers or supplied by material manufacturer/supplier

D. Handle and store roofing materials and place equipment in a manner to avoid permanent deflection of deck.

E. All materials which are determined to be damaged by the Owner's or Manufacturer Representative shall be removed from the job site and replaced at no cost to the Owner

1.2 ENVIRONMENTAL REQUIREMENTS

A. Section 01 60 00 - Product Requirements: Environmental conditions affecting products on site

B. Do not apply roofing membrane during inclement weather without proper weather protection

C. Do not apply roofing membrane to damp or frozen deck surface or when precipitation is expected or occurring

D. Do not expose materials vulnerable to water or sun damage in quantities greater than can be weatherproofed during same day

1.3 COORDINATION

A. Section 01 73 00 - Execution: Coordination and project conditions

B. Coordinate Work with installation of associated roof penetrations and metal flashings, as Work of this section proceeds

1.4 WARRANTY

A. Section 01 77 00 Closeout Procedures: Requirements for warranties

B. Furnish 30-year State of Idaho manufacturer's warranty including coverage of materials and installation and resulting damage to building resulting from failure to resist penetration of moisture.

C. Furnish 5-year State of Idaho Standard Roofing Contractor warranty including coverage of installation and resulting damage to building resulting from failure to resist penetration of moisture.

PART 2 - PRODUCTS

2.1 SINGLE PLY ROOFING - FULLY ADHERED

A. Manufacturers:
1. Fibertite
2. Sika Sarnafil
3. Carlisle Syntec
4. GAF
5. John Mansville
6. Versico
7. Substitutions: Section 01 60 00 - Product Requirements

2.2 COMPONENTS

A. Elastomeric Sheet Material: Membrane shall be 80 mil overall minimum thickness, uncured white PVC membrane reinforced.
1. In order to minimize seams on the roof, the minimum width of the membrane shall be 6 feet.

B. The membrane shall have the following physical properties.

Parameters	ASTM Test Method	ASTM D-4434 Spec. Requirement	Typical Physical Properties
Reinforcing Material	-	-	Fiberglass
Overall Thickness(1), min., inches (mm)	D638	0.045 (1.14)	[0.0__inches)]
Thickness Above Scrim, mil	-	16	24 (avg.)
Tensile Strength, min., lbf/in (N) (machine transverse)	D751	55 (245) - 55 (245)	55 (245) - 55 (245)
Elongation at Break, min. (machine / transverse)	D751	250% / 220%	250% / 220%
Seam strength(2), min. (% of tensile strength)	D638	75	80
Retention of Properties After Heat Aging	D3045	-	-
Tensile Strength, min., (% of original)	D638	90	95
Elongation, min., (% of original)	D638	90	90
Tearing Resistance, min., lbf (N)	D1004	10 (45.0)	14 (63.0)
Low Temperature Bend, -40º F (-40º C)	D2136	Pass	Pass
Accelerated Weathering Test (florescent light, uv exposure)	G154	5,000 Hours	10,000 Hours
Cracking (7x magnification)	-	None	None
Discoloration (by observation)	-	Negligible	Negligible
Crazing (7x magnification)	-	None	None
Linear Dimensional Change	D1204	0.10 % max.	0.02%
Weight Change After Immersion in Water	D570	± 3.0% max.	2.5%
Static Puncture Resistance, 33 lbf (15 kg)	D5602	Pass	Pass
Dynamic Puncture Resistance, 7.3 ft-lbf (10 J)	D5635	Pass	Pass
Initial Solar Reflectance	E903	-	0.83
Emissivity	E408, C1371, Other	-	0.90
Solar Reflective Index (SRI)	E1980	-	104
Recycled Content (5 & 10 ft. sheets only)	9% Pre-Consumer / 1% Post Consumer		

Notes
(1) Typical Physical Properties data is applicable for 0.048 in (1.2 mm) membrane thickness and greater.
(2) Failure occurs through membrane rupture not seam failure.

D. Seaming Materials: As recommended by membrane manufacturer.

E. Adhesive Materials:
   1. Surface Conditioner: type compatible with and required by manufacturer
   2. Membrane Adhesives: As recommended by insulation manufacturer
   3. Insulation Adhesive: As recommended by insulation manufacturer
   4. Thinner and Cleaner: As recommended by adhesive manufacturer, compatible with sheet membrane.

F. Insulation: ASTM C1289, type II, Class I, faced rigid cellular polyisocyanurate roof insulation, with the following characteristics:
   1. Board Density: 2lb/cu ft
   2. Board Size: 48 x 96 inch
   3. Board Thickness: 2 inches
   4. Board Edges: square
   5. Thermal Conductivity: K factor of 25 as determined by ASTM C1289
   6. Compressive Strength: Minimum 20 psi

G. Disc Washers and Screws:
   1. Disc washer: 2 inches in diameter, 22 gauge metal.
   2. Screws As recommended by membrane manufacturer to penetrate roof deck.

H. Flexible Flashings:
   1. Flashing Membrane – 80 mils min, white (to match field of roof). Fiberglass reinforced.
   2. Detail Membrane – 80 mils min, white (to match field of roof). Non reinforced.
   3. PVC clad metal – for use at the eaves and other conditions. See detail drawings.
   4. Flashing Adhesive: Solvent-based reactivating adhesive used to attach membrane to flashing substrate.
   5. Self-adhered flashing material is also acceptable as long as included in roofing manufacturer's warranty for the full term (30 years) of the warranty.

I. Counter flashings: Galvanized metal, as specified in Section 07 62 00

J. Walkway Protection: Polyester reinforced, 96 mil (2.4 mm) thick, weldable membrane with surface embossment similar to a chevron pattern. Used as a protection layer from rooftop traffic.

2.3 ACCESSORIES

A. Roofing Nails: Galvanized hot dipped or non-ferrous type, size as required to suit application

B. Sealants: As recommended by membrane manufacturer

C. Stack Boots: Flexible boot and collar for pipe stacks through membrane

D. Aluminum Tape: 2" (51 mm) wide pressure-sensitive aluminum tape used as a separation layer between small areas of asphalt contamination and the membrane and as a bond-breaker under the coverstrip at PVC clad joints.

E. Seam Cleaner: Used to clean adhesive out of seams. It is not to be used as a general membrane cleaner. It is also used to clean metal and reactivate existing Liquid Flashing prior to the application of new Liquid Flashing.

F. Peel Stop: 1” wide extruded aluminum, low profile bar used with #15 fasteners to secure membrane to the roof deck or to walls/curbs at terminations, penetrations and at angle changes of the substrate.

G. Pitch Pocket Filler: Moisture-cured, one-component polyurethane-based, non-sag elastomeric sealant used in wall, curb and drain terminations. It is also used as a sealant at pipe penetrations and under certain metal flashings. Sikaflex-1a can be used as a pourable sealer pocket filler.

H. Overnight Seal: As provided by Manufacturer

I. Wood Nailers: Code compliant wood nailers shall be installed at the perimeter of the entire roof and around such other roof projections and penetrations as specified on Project Drawings. Thickness of nailers must match the height of the insulation and roof board to achieve a smooth transition.

J. Fasteners: All fasteners, anchors, nails, straps, bars, etc. shall be post-galvanized steel, aluminum or stainless steel. Mixed metal type components shall be assembled in such a manner as to avoid galvanic corrosion. Fasteners for attachment of metal to masonry shall be expansion type fasteners with stainless steel pins.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Section 01 30 00 - Administrative Requirements: Coordination and project conditions

B. 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 curbs are set and braced and that roof drain bodies are securely clamped in place
   2. Verify that wood blocking, curbs, and nailers are securely anchored to roof deck at penetrations and terminations and that nailers match thicknesses of insulation
   3. The substrate shall be clean, smooth, dry, free of water, ice and snow and free of flaws, sharp edges, loose and foreign material, oil, grease and other contaminants. Roofing shall not start until all defects have been corrected.

C. Proceed with installation only after unsatisfactory conditions have been corrected

3.2 PREPARATION

A. Existing roofing
   1. Clean any existing roof surface as required to install new roofing
   2. Remove all existing roofing material as required to provide a flat surface.
      a. Remove only the amount of roofing that can be replaced in the same day
      b. Seal the edge of the roofing membrane watertight with manufacture overnight seal at the end of each day
   3. The roof deck and existing roof construction must be structurally sound to provide support for the new roof system. The Owner's Representative shall ensure that the roof deck is secured to the structural framing according to local building code or insurance requirements and in such a manner as to resist all anticipated loads in that location.
   4. Reroofing
      a. All existing roofing, base flashing, deteriorated wood blocking or deteriorated metal flashings shall be removed. Remove only that amount of roofing and

flashing which can be made weathertight with new materials during a one-day period or before the onset of inclement weather.

b. Steel Deck: All rusted or deteriorated decking shall be brought to the attention of the Owner's Representative to determine method of treatment or replacement. Surface-only rusted metal shall be sanded and treated with rust-inhibiting paint. Sections that have rusted deeper than the surface or are not structurally sound shall be removed and replaced. Deck type shall match existing and the attachment shall conform to local code requirements.

B. Wood Nailers:

1. Install continuous code compliant wood nailers at the perimeter of the entire roof and around roof projections and penetrations as shown on the Detail Drawings.
2. Install continuous code compliant wood nailers at the perimeter of the entire roof and around roof projections and penetrations as shown on the Detail Drawings.

3.3 INSTALLATION

A. Liquid Adhesive:

1. Apply adhesive direct to substrate, rate may vary depending on porosity of substrate. Only an area which can be completely covered in the same day's operations shall be coated with adhesive. The first layer of adhesive shall be allowed to dry completely prior to installing the membrane.
2. Refer to individual Product Data Sheets (PDS) and Adhered Systems: Solvent Based Adhesive Installation section of Roofing Applicator’s Handbook for detailed installation instructions.

B. Hot-Air Welding of Membrane Overlaps

1. All membrane overlaps shall be hot-air welded. The membrane shall be clean and dry prior to hot-air welding.
2. Field membrane overlaps for automatic machine-welding shall be 3” (76 mm) in width. A minimum of 4” (10.2 cm) wide overlap is required when hand-welding details.
3. 1” (25 mm) wide cross-section samples of welded seams shall be taken at least two times a day, once in the morning and once in the afternoon.

C. Membrane Flashing:

1. All flashings shall be installed concurrently with the roof membrane as the job progresses. No temporary flashings shall be allowed without the prior written approval of the Owner's Representative. Approval shall only be for specific locations on specific dates. If any water is allowed to enter under the newly completed roofing, the affected area shall be removed and replaced at the Applicator's expense. Flashing shall be adhered to compatible, dry, and smooth surfaces free of dirt, dust, and debris. Use caution to ensure adhesive fumes are not drawn into the building.
2. All flashings should extend a minimum of 8” (20.3 cm) above finished roofing level. Submit requests for exceptions in writing to the Owner's Representative for signed approval.
3. All adhered flashings that exceed 45” (1.14 m) in height shall receive additional securement, unless applying SA membrane to plywood, DensDeck Prime, glass-faced polyisocyanurate, or smooth poured concrete with a concrete surface profile range of CSP 2 to CSP 5 according to ICRI Technical Guideline No. 310.2R-2013.

D. PVC Clad Metal Flashings and Edge Metal Flashings

1. All flashings shall be installed concurrently with the roof membrane as the job progresses. No temporary flashings shall be allowed without the prior written

approval of the Owner's Representative. Approval shall only be for specific locations on specific dates. If any water is allowed to enter under the newly completed roofing due to incomplete flashings, the affected area shall be removed and replaced at the Applicator's expense.

2. Metal details, fabrication practices and installation methods shall conform to the applicable requirements of the following:
   a. ANSI SPRI ES-1 (latest issue).
   b. Sheet Metal and Air Conditioning Contractors National Association, Inc. (SMACNA) - latest issue.
3. Pre-formed metal flashing shall be installed according to metal manufacturer's guidelines.
4. PVC clad and other metal flashings shall be formed and installed per the Detail Drawings.

E. Flashings And Accessories:
1. Install sheet flashings and preformed flashing accessories and adhere to substrates according to membrane roofing system manufacturer's written instructions
2. Apply bonding adhesive as directed by Roofing Manufacturer
   a. Do not apply to seam area of flashing
3. Flash penetrations and field-formed inside and outside corners as directed by Roofing Manufacturer
4. Clean seam areas, overlap, and firmly roll sheet flashings into the adhesive
5. Hot-air weld side and end laps to ensure a watertight seam installation
6. Terminate and seal top of sheet flashings and mechanically anchor to substrate through termination bars

F. Walkway
1. Flexible Walkways: Install per roofing manufacturer requirements.

G. Temporary Cut-Off
1. All flashings shall be installed concurrently with the roof membrane in order to maintain a watertight condition as the work progresses. All temporary cut-offs shall be constructed to provide a watertight seal. The new membrane shall be carried into the temporary cut-off. Temporary cut-off shall be sealed to the deck or substrate so that water will not be allowed to travel under the new or existing roofing. When work resumes, the contaminated membrane shall be cut out.
2. If inclement weather occurs while a temporary cut-off is in place, the Applicator shall provide the labor necessary to monitor the situation to maintain a watertight condition.
3. If any water is allowed to enter under the newly completed roofing, the affected area shall be removed and replaced at the Applicator's expense.

3.4 FIELD QUALITY CONTROL

A. Section 01 40 00 - Quality Requirements: Field inspecting, testing, adjusting, and balancing.

B. Adhesion tests must be done by the manufacturer of board adhesive to quantify the bond to the existing layer of polyiso. Results of adhesive test to be submitted to and reviewed by architect/owner prior to commencement of construction.

3.5 CLEANING

A. Section 01 77 00 - Closeout Procedures: Final cleaning

B. In areas where finished surfaces are soiled by Work of this section, consult manufacturer of surfaces for cleaning advice and conform to their documented instructions

C. Repair or replace defaced or disfigured finishes caused by Work of this section

3.6 PROTECTION OF INSTALLED CONSTRUCTION

A. Section 01 73 00 - Execution: Protecting installed construction

B. Protect building surfaces against damage from roofing Work

C. Where traffic must continue over finished roof membrane, protect surfaces

END OF SECTION

SECTION 07 62 00

SHEET METAL FLASHING AND TRIM

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes:
1. Flashings and counterflashings
2. Fascia and soffit
3. Fabricated sheet metal items
4. Reglets and accessories

B. Related Sections:
1. Section 07 53 05 – Elastomeric Membrane Roofing

1.2 REFERENCES

A. American Architectural Manufacturers Association:
1. AAMA 611 - Voluntary Specification for Anodized Architectural Aluminum
2. AAMA 2603 - Voluntary Specification, Performance Requirements and Test Procedures for Pigmented Organic Coatings on Aluminum Extrusions and Panels
3. AAMA 2604 - Voluntary specification, Performance Requirements and Test Procedures for High Performance Organic Coatings on Aluminum Extrusions and Panels
4. AAMA 2605 - Voluntary Specification, Performance Requirements and Test Procedures for Superior Performing Organic Coatings on Aluminum Extrusions and Panels

B. ASTM International:
1. ASTM A240/A240M - Standard Specification for Chromium and Chromium-Nickel Stainless Steel Plate, Sheet, and Strip for Pressure Vessels and for General Applications
2. ASTM A625/A625M - Standard Specification for Tin Mill Products, Black Plate, Single Reduced
3. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process
4. ASTM A755/A755M - Standard Specification for Steel Sheet, Metallic Coated by the Hot-Dip Process and Pre-painted by the Coil-Coating Process for Exterior Exposed Building Products
5. ASTM B32 - Standard Specification for Solder Metal
6. ASTM B101 - Standard Specification for Lead-Coated Copper Sheet and Strip for Building Construction
7. ASTM B209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate
8. ASTM B370 - Standard Specification for Copper Sheet and Strip for Building Construction
9. ASTM B749 - Standard Specification for Lead and Lead Alloy Strip, Sheet, and Plate Products
10. ASTM D226 - Standard Specification for Asphalt-Saturated Organic Felt Used in Roofing and Waterproofing
11. ASTM D4397 - Standard Specification for Polyethylene Sheeting for Construction, Industrial, and Agricultural Applications
12. ASTM D4586 - Standard Specification for Asphalt Roof Cement, Asbestos-Free

C. Copper Development Association Inc.:

1. CDA - Copper in Architecture - Handbook

D. Federal Specification Unit:
1. FS TT-C-494 - Coating Compound, Bituminous, Solvent Type, Acid Resistant

E. Sheet Metal and Air Conditioning Contractors:
1. SMACNA - Architectural Sheet Metal Manual

1.3 DESIGN REQUIREMENTS

A. Sheet Metal Flashings: Conform to the following criteria of SMACNA "Architectural Sheet Metal Manual"

1.4 SUBMITTALS

A. Section 01 33 00 - Submittal Procedures: Submittal procedures

B. Shop Drawings: Indicate material profile, jointing pattern, jointing details, fastening methods, flashings, terminations, and installation details

C. Product Data: Submit data on manufactured components metal types, finishes, and characteristics

D. Samples:
1. Submit two samples illustrating metal finish color

1.5 QUALIFICATIONS

A. Fabricator and Installer: Company specializing in sheet metal work with minimum three years documented experience

1.6 DELIVERY, STORAGE, AND HANDLING

A. Section 01 60 00 - Product Requirements: Product storage and handling requirements

B. Stack material to prevent twisting, bending, and abrasion, and to provide ventilation
1. Slope metal sheets to ensure drainage

C. Prevent contact with materials causing discoloration or staining

1.7 COORDINATION

A. Section 01 30 00 - Administrative Requirements: Coordination and project conditions

B. Coordinate installation of recessed flashing reglets with other section

PART 2 - PRODUCTS

2.1 SHEET METAL FLASHING AND TRIM

A. Galvanized Steel: ASTM A653/A653M; structural steel sheet, G90 zinc coating; 0.024 inch thick steel

B. Pre-Finished Galvanized Steel Sheet: ASTM A755/A755M; structural steel sheet, G90 zinc coating; 0.024 inch thick core steel, shop pre-coated with silicone polyester or two coat fluoropolymer top coat; color as selected from manufacturer's standard color as selected
1. Compatible with the roofing membrane manufacturer warranty

2.2 ACCESSORIES

A. Fasteners: Same material and finish as flashing metal, with soft neoprene washers

B. Primer: Zinc molybdate or type

C. Protective Backing Paint: Zinc molybdate alkyd or FS TT-C-494, Bituminous

D. Sealant: Compatible with flashing and metal trim materials

E. Plastic Cement: ASTM D4586, Type I

F. Reglets: Surface mounted, galvanized steel or rigid extruded PVC; face and ends covered with plastic tape

G. Solder: ASTM B32; type suitable for application and material being soldered

2.3 FABRICATION

A. Form sections shape indicated on Drawings, accurate in size, square, and free from distortion or defects

B. Fabricate cleats of same material as sheet metal, interlocking with sheet

C. Form pieces in longest possible lengths

D. Hem exposed edges on underside 1/2 inch; miter and seam corners

E. Form material with flat lock seams, except where otherwise indicated
   1. At moving joints, use sealed lapped, bayonet-type or interlocking hooked seams

F. Fabricate corners from one piece with minimum 18 inch long legs; seam for rigidity, seal with sealant

G. Fabricate vertical faces with bottom edge formed outward 1/4 inch and hemmed to form drip

H. Fabricate flashings to allow toe to extend 2 inches over roofing
   1. Return and brake edges

I. Seal metal joints.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Section 01 30 00 - Administrative Requirements: Coordination and project conditions

B. Verify roof openings, curbs, pipes, sleeves, ducts, and vents through roof are solidly set, reglets in place, and nailing strips located

C. Verify roofing termination and base flashings are in place, sealed, and secure

3.2 PREPARATION

A. Install starter and edge strips, and cleats before starting installation

B. Install surface mounted reglets to lines and levels indicated on Drawings
   1. Seal top of reglets with sealant

C. Paint concealed metal surfaces with protective backing paint to minimum dry film thickness of 15 mil

3.3 INSTALLATION

A. Insert flashings into reglets to form tight fit
   1. Secure in place with lead or plastic wedges
   2. Seal flashings into reglets with sealant

B. Secure flashings in place using concealed fasteners
   1. Use exposed fasteners only where permitted

C. Apply plastic cement compound between metal flashings and felt flashings

D. Fit flashings tight in place

E. Make corners square, surfaces true and straight in planes, and lines accurate to profiles

F. Seal metal joints watertight

3.4 FIELD QUALITY CONTROL

A. Section 01 40 00 - Quality Requirements: Field inspecting, testing, adjusting, and balancing

B. Inspection will involve surveillance of Work during installation to ascertain compliance with specified requirements

END OF SECTION

SECTION 07 71 00

ROOF SPECIALTIES

PART 1 - GENERAL

1.1 SUMMARY

1.2 Section includes copings

A. Related Sections:
1. Section 06 10 00 - Rough Carpentry: Wood framing
2. Section 07 53 05 – Elastomeric Membrane Roofing
3. Section 07 62 00 - Sheet Metal Flashing and Trim: Metal flashings

1.3 REFERENCES

A. ASTM International:
1. ASTM D4586 - Standard Specification for Asphalt Roof Cement, Asbestos-Free

B. National Roofing Contractors Association:
1. NRCA - The NRCA Roofing and Waterproofing Manual

C. Sheet Metal and Air Conditioning Contractors:
1. SMACNA - Architectural Sheet Metal Manual

1.4 SUBMITTALS

A. Section 01 33 00 - Submittal Procedures: Submittal procedures

B. Shop Drawings: Indicate configuration and dimension of components, adjacent construction, required clearances and tolerances, and other affected work

C. Product Data: Submit data on shape of components, materials and finishes, anchor types and locations

1.5 QUALITY ASSURANCE

A. Perform Work in accordance with SMACNA or NRCA details

1.6 WARRANTY

A. Section 01 77 00 - Closeout Procedures: Product warranties and product bonds

B. Furnish five year manufacturer warranty for roof finish

PART 2 - PRODUCTS

2.1 COMPONENTS

A. Copings: metal compatible with roofing materials, shaped as indicated on Drawings
1. Include cover plates to conceal and weather seal joints and attachment flanges.

2.2 ACCESSORIES

A. Sealant: Manufacturer's standard type suitable for use with installation of system; non-staining, non-skinning, non-shrinking, and non-sagging; color as selected

B. Roofing Cement: ASTM D4586, Type I or II, cutback asphalt type

2.3 FINISHES

A. Pre-Coated Galvanized Steel: Color as selected

PART 3 - EXECUTION

3.1 EXAMINATION

A. Section 01 30 00 - Administrative Requirements: Coordination and project conditions

B. Verify deck, curbs, roof membrane, base flashing, and other items affecting Work of this section are in place and positioned correctly

3.2 INSTALLATION

A. Conform to SMACNA - Architectural Sheet Metal Manual or NRCA - Waterproofing Manual drawing details

B. Coordinate installation of components of this section with installation of roofing membrane and base flashings

C. Coordinate installation of sealants and roofing cement with Work of this section to ensure water tightness

D. Coordinate installation of flashing flanges into reglets

END OF SECTION

SECTION 07 71 23

MANUFACTURED GUTTERS AND DOWNSPOUTS

PART 1 GENERAL

1.1 SUMMARY

A. Section includes pre-finished galvanized steel or pre-finished aluminum gutters and downspouts.
   1. Provide precast concrete splash.

B. Related Sections:
   1. Section 07 62 00 - Sheet Metal Flashing and Trim.

1.2 REFERENCES

A. American Architectural Manufacturers Association:
   1. AAMA 611 - Voluntary Specification for Anodized Architectural Aluminum.
   2. AAMA 2603 - Voluntary Specification, Performance Requirements and Test Procedures for Pigmented Organic Coatings on Aluminum Extrusions and Panels.
   3. AAMA 2604 - Voluntary specification, Performance Requirements and Test Procedures for High Performance Organic Coatings on Aluminum Extrusions and Panels.
   4. AAMA 2605 - Voluntary Specification, Performance Requirements and Test Procedures for Superior Performing Organic Coatings on Aluminum Extrusions and Panels.

B. ASTM International:
   1. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
   2. ASTM B32 - Standard Specification for Solder Metal.
   3. ASTM B209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate.

C. Federal Specification Unit:
   1. FS TT-C-494 - Coating Compound, Bituminous, Solvent Type, Acid Resistant.

D. Sheet Metal and Air Conditioning Contractors:
   1. SMACNA - Architectural Sheet Metal Manual

1.3 DESIGN REQUIREMENTS

A. Conform to SMACNA Manual for sizing components for rainfall intensity determined by storm occurrence of 1 in 5 years.

B. Conform to applicable code for size and method of rain water discharge.

1.4 SUBMITTALS

A. Section 01 33 00 - Submittal Procedures: Submittal procedures.

B. Shop Drawings: Indicate locations, configurations, jointing methods, fastening methods, locations, and installation details.

C. Product Data: Submit data on manufactured components, materials, and finishes.

1.5 QUALITY ASSURANCE

A. Perform Work in accordance with SMACNA Manual or CDA Handbook.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Section 01 60 00 - Product Requirements: Product storage and handling requirements.

B. Stack material to prevent twisting, bending, and abrasion, and to provide ventilation. Slope to drain.

C. Prevent contact with materials during storage capable of causing discoloration, staining, or damage.

1.7 COORDINATION

A. Section 01 30 00 - Administrative Requirements: Coordination and project conditions.

B. Coordinate Work with downspout discharge pipe inlet.

1.8 WARRANTY

A. Section 01 77 00 - Closeout Procedures: Product warranties and product bonds.

B. Furnish manufacturer warranty for gutter and downspout finishes.

PART 2 PRODUCTS

2.1 GUTTERS AND DOWNSPOUTS

A. Product Description:
1. Gutters: Sheet metal; Rectangular style profile.
2. Downspouts: as shown on drawings.
3. Splash Pads: Precast concrete type, size and profiles indicated; minimum 3000 psi at 28 days, with minimum 5 percent air entrainment.

2.2 COMPONENTS

A. Pre-Finished Galvanized Steel Sheet: ASTM A653/A653M, G90 zinc coating; 24 gage core steel, shop pre-coated with modified silicone coating; color as selected from manufacturer's standard colors.

B. Pre-Finished Aluminum Sheet: ASTM B209, manufacturer’s standard alloy and temper for specified finish; 0.032 inch thick; plain stucco embossed finish shop pre-coated with modified silicone coating; color as selected from manufacturer's standard colors.

2.3 ACCESSORIES

A. Anchors and Supports: Profiled to suit gutters and downspouts.
1. Anchoring Devices: In accordance with CDA or SMACNA requirements.
2. Gutter Supports: Brackets or Straps.

B. Fasteners: Same material and finish as gutters and downspouts.

C. Primer: Zinc molybdate or Galvanized iron type.

D. Protective Backing Paint: Zinc molybdate alkyd.

2.4 FABRICATION

A. Form gutters and downspouts of profiles and sizes indicated.

B. Fabricate with required connection pieces.

C. Form sections to shape indicated on Drawings, square, and accurate in size, in maximum possible lengths, free of distortion or defects detrimental to appearance or performance. Allow for expansion at joints.

D. Hem exposed edges of metal.

E. Fabricate gutter and downspout accessories; seal watertight.

2.5 FACTORY FINISHING

A. Modified silicone polyester coating: Baked enamel system conforming to AAMA 2603.

B. Primer Coat: Finish concealed side of metal sheets with primer compatible with finish system, as recommended by finish system manufacturer.

PART 3 EXECUTION

3.1 EXAMINATION

A. Section 01 30 00 - Administrative Requirements: Coordination and project conditions.

B. Verify surfaces are ready to receive gutters and downspouts.

3.2 PREPARATION

A. Paint concealed metal surfaces and surfaces in contact with dissimilar metals with protective backing paint to minimum dry film thickness of 15 mil.

3.3 INSTALLATION

A. Sheet Metal: Join lengths with seams sealed watertight. Flash and seal gutters to downspouts and accessories.

B. Slope gutters 1/8 inch per foot minimum.

C. Set splash pads under downspouts. Secure in place.

END OF SECTION

5 YR
ROOFING WARRANTY

WHEREAS_____

of (Address) _____

herein called the "Roofing Contractor", has performed roofing and associated ("work") on following project:

Owner: _____

DPW Project No. _____

Address: _____

Name and Type of Building: _____

Address: _____

Area of Work: _____ Date of Acceptance: _____

Warranty Period: **Five (5) years** Date of Expiration: _____

AND WHEREAS Roofing Contractor has contracted (either directly with Owner or indirectly as a subcontractor) to warrant said work against leaks and faulty or defective materials and workmanship for designated Warranty Period.

NOW THEREFORE Roofing Contractor hereby warrants, subject to terms and conditions herein set forth, that during Warranty Period he will at his own cost and expense, make or cause to be made such repairs to or replacements of said work as are necessary to correct faulty and defective work, and as are necessary to maintain said work in watertight condition. In addition to making the work watertight, the Roofing Contractor shall remove and/or repair blisters, ridges, flashings, splits and other irregularities which in the opinion of the Roofing Manufacturer's technical representative do not conform to acceptable roofing practices and conditions. These repairs shall be made prior to expiration of the five (5) year Warranty Period and to the satisfaction of the Roofing Manufacturer's technical representative.

This Warranty is made subject to the following terms and conditions:

1. Specifically excluded from this Warranty are damages to work and other parts of the building, and to building contents, caused by: a) lightning, windstorm; b) fire; c) failure of roofing system substrate including cracking, settlement, excessive deflection, deterioration, and decomposition; d) faulty construction of parapet walls, copings, chimneys, skylights, vents, equipment supports, and other edge conditions and penetrations of the work; and e) activity on roofing by others including construction contractors, maintenance personnel, other persons, and animals whether authorized or unauthorized by Owner.

When work has been damaged by any of foregoing causes, Warranty shall be null and void until such damage has been repaired by Roofing Contractor, and until cost and expense thereof has been paid by Owner or by another responsible party so designated.

2. The Roofing Contractor is responsible for damage to work covered by this Warranty, but is not liable for consequential damages to building or building contents, resulting from leaks or faults or defects of work.

3. During Warranty Period, if Owner allows alteration of work by anyone other than Roofing Contractor, including cutting, patching and maintenance in connection with penetrations, attachment of other work, and positioning of anything on roof, this Warranty shall become null and void upon date of said alterations, but only to extent said alterations affect work covered by this Warranty. If Owner engages Roofing Contractor to perform said alterations, Warranty shall not become null and void, unless Roofing Contractor, prior to proceeding with said work, shall claim that said alterations would like damage or deteriorate work, thereby reasonably justifying a limitation or termination of this warranty.

4. During Warranty Period, if original use of roof is changed and it becomes used for, but was not originally specified for, a promenade, work deck, spray cooled surface, flooded basin, or other use or service more severe than originally specified, this Warranty shall become null and void upon date of said change, but only to extent said change affects work covered by this Warranty.

5. The Owner shall promptly notify Roofing Contractor of observed, known or suspected leaks, defect or deterioration, and shall afford reasonable opportunity for Roofing Contractor to inspect work, and to examine evidence of such leaks, defects or deterioration.

6. This Warranty is recognized to be the only Warranty of Roofing Contractor on said work, and is in addition to the Roofing Guarantee furnished by the Roofing Manufacturer, and shall not operate to restrict or cut off Owner from other remedies and resources lawfully available to him in cases of roofing failure. Specifically, this Warranty shall not operate to relieve Roofing Contractor of responsibility for performance of

original work in accordance with requirements of the Contract Documents, regardless of whether Contract was a contract directly with Owner or a subcontract with Owner's General Contractor.

IN WITNESS THEREOF, this instrument has been duly executed this

_____day of _____, 20_____

Cosigned by General Contractor by:

_____	_____
(General Contractor)	(Roofing Contractor)
_____	_____
(Business Address)	(Business Address)
_____	_____
(Signature)	(Signature)
_____	_____
(Title)	(Title)

30 YEAR
GUARANTY FOR SINGLE-PLY ROOFING

WHEREAS,_____, corporation whose address is _____, hereinafter called the Manufacturer, has manufactured and sold and caused to have applied, pursuant to the specifications and inspection, the necessary roofing materials to construct a _____ roof of approximately_____ square feet, and associated roof flashing of approximately _____ linear feet on the building described below:

OWNER: State of Idaho, Division of Public Works

DPW PROJECT NO:_____

BUILDING:_____

LOCATION:_____

DATE OF COMPLETION OF ROOFING: _____, 20_____,

ROOFING CONTRACTOR: _____

ADDRESS: _____

ROOFING SPECIFICATION:_____

MANUFACTURER'S GUARANTEE NO: _____

AND WHEREAS, by careful examination of said roof by the Manufacturer's representative, it has been determined that required quantities of roofing materials have been used and that roofing materials have been applied in conformance with contract documents;

AND WHEREAS, Manufacturer represents and wishes to guarantee, subject to the limits stated herein, that its roofing when so applied is effectively watertight for a period of **thirty (30) years** despite normal wear and tear by the elements, as well as guaranteeing it against defects in workmanship or materials; which result in leaks.

NOW THEREFORE, said Manufacturer guarantees to the said Owner that, as set forth below, during a period of **thirty (30) years** from the date of substantial completion of said single-ply roofing described above, Manufacturer will at its own expense, make or cause to be made, any repairs that may be necessary, as a result of defects in workmanship or materials supplied by the Manufacturer which results in leaks or of normal wear and tear by the elements which results in leaks, and will maintain said roof in water tight condition free from all leaks arising from such causes. For purposes of this Guaranty, damage to the roof caused by hurricanes, lightning, tornadoes, gales, hailstorms or other unusual natural phenomena shall not be deemed to be "normal wear and tear by the elements".

INCLUSIONS: This Guaranty does cover, and Manufacturer shall be liable for the following:

1. Roofing membrane, membrane flashings, metal flashings, mechanical fastening system, anchors, adhesives, seaming materials, slip sheets, fabrics, insulations, underlayments, and accessories furnished by the Manufacturer as incorporated into the roof membrane system.

2. Replacement of roof insulation and vapor barrier damages by any leakage and/or failure of the roof membrane assembly;

3. Repair of blisters, buckles, splits, breaks, cracks, and seam failures in membrane system.

EXCLUSIONS: This Guaranty does not cover, and Manufacturer shall not be liable for the following:

1. Metal work, including metal counter flashings, not a part of the roof membrane system and such damage as may result from application of these materials;

2. Any damage to the roof caused by structural defect in, or failure of, the building or defects in, or failure of, any structural roof deck, or other sheathing materials, used as the base over which the roof and roof insulation is applied;

3. Roof damage from special chemical conditions not disclosed to Manufacturer;

4. Any damage to the building or contents thereof, except replacement of damaged roof insulation and vapor barrier as noted under "INCLUSION" above;

5. Roof damage through use of materials after original installation not furnished by Manufacturer;

6. Damage to the roof due to mechanical abrasion or abuse not caused by the Manufacturer.

7. Reasonable care and maintenance will be the responsibility of the Owner.

INSPECTION AND REPAIR: During the term of this Guarantee, Manufacturer, its agents or employees, shall have free access to the roof during regular business hours. Upon written notice by Owner to Manufacturer within four days of the discovery of any leaks in the roofing system,

or need of repair of roof, the Manufacturer shall have ten (10) days to inspect the roof. Following such inspection:

1. Manufacturer, at its own expense shall make such repairs to thereof as are required by the Guaranty.

2. In case owner or his agent has notified Manufacturer in writing that repairs are required and such repairs are not covered by the Guaranty (including repairs required by owner's alteration, extension or addition to the roof) Owner, after having obtained Manufacturer's consent thereto, in writing, shall make or cause to be made, such repairs at Owner's expense in accordance with specifications and procedures as established by Manufacturer and this Guaranty shall thereupon remain in effect for the un-expired portion of its original term. If Owner fails to obtain authorization from Manufacturer or if repairs are made by one other than the Manufacturer's authorized designee, this Guaranty with respect to such area shall be automatically terminated.

3. In the event the (1) Owner notifies Manufacturer and has confirmed in writing the need of repair of roof and (2) Manufacturer is unable to promptly inspect and repair same, and (3) an emergency condition exists which requires prompt repair in order to avoid substantial damage to owner, then owner may make such temporary repairs as may be essential and any such action shall not be a breach of the provision of this Guaranty. Owner will bear emergency repair expenses.

INSPECTION SERVICE: Manufacturer agrees to re-inspect the completed roof not earlier than 12 nor later than 24 months after completion of the roofing, and if it is determined that there are leaks in the roofing, then Manufacturer shall make, or cause to be made at its own expense, such repairs as are necessary in the opinion of the Manufacturer, to assure watertight integrity of the roof within the scope of its' responsibility under the terms of this Guaranty.

IN WITNESS WHEREOF, Manufacturer has caused this instrument to be signed and sealed by its duly authorized officer this _____ day of_____, 20____.

BY:_____

TITLE:_____

CORPORATION:_____

SEAL:

_____
Pat Donaldson, Administrator
Division of Public Works