PROJECT MANUAL

A Reroof For
Idaho Transportation Department
New Meadows, Idaho

Project FM32005
New Meadows Maintenance Building

New Meadows, Idaho

February 13, 2020
PROJECT ARCHITECT

ARCHITECT:

LKV Architects
2400 E. Riverwalk Drive
Boise, Idaho 83706

Phone: (208) 336-3443
Fax: (208) 336-3680
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LEGAL NOTICE - ADVERTISEMENT FOR BIDS

In accordance with Idaho Code 67-5711, The Idaho Transportation Department will accept sealed bids for ITD Project # FM32005 titled A reroof for Idaho Transportation Department, New Meadows Maintenance Building. Bids packets will be accepted at the Idaho Transportation Department at 3311 W State St, Boise, Idaho, 83703, refer to map on next page, until 2:29:59 p.m. (MT) on March 10th, 2020 according to the Bid Package Schedule deadline. The Invitation to Bid package can be found at the following address: http://itd.idaho.gov “Other Solicitations” tab. A public bid opening will be held at the Idaho Transportation Department following the closing time for receipt of bids. Bidders and other properly interested parties are invited to be present at bid opening.

A pre-bid site tour will be held on February 26th, 2020, at 1:00 p.m. (MT) at the project location New Meadows Maintenance Building located at 417 N New Meadows ID 83654. Attendance by bidders is STRONGLY RECOMMENDED. Failure to account for all subjects observed and discussed at the Pre-Bid Meeting will not be a cause for a change order.

Each bid must be accompanied by a bid bond with a surety company licensed to do business in Idaho or a certified or cashier’s check drawn on an Idaho bank in an amount not less than 5% of the total bid made payable to Idaho Transportation Department. The bidder, in the event of failure to sign the contract or furnish the necessary 100% performance bond and the necessary 100% payment bond, will forfeit this surety.

Bidders shall be properly registered in the State of Idaho, in accordance with the Department of Self Governing Agencies as a “Contractor” licensed in the State of Idaho, in accordance with provisions of an act known as “Public Works Contractor’s State License Law, Title 54, Chapter 19, Idaho Code Amended”. Bidders shall be registered with the Idaho Secretary of State’s office to do business in the State of Idaho.

Before any contract is awarded for the work contemplated herein, Idaho Transportation Department shall conduct such investigation, as it deems necessary to determine the performance record and ability of the apparent low bidder to perform the type and size of project specified under this contract. Upon request, the bidder shall submit such information as deemed necessary for such evaluation.
Idaho Transportation Department
3311 W State St – Boise, Idaho 83703

Bids to be received at location circled behind Main Building
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’ 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 Administrator 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.

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’ Fixed Price Construction Contract Between Owner and Contractor.

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  
3311 W State St  
Boise, Idaho, 83703
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 Division of Public Works 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 Division of Public Works must apply the preference law (percentage amount) of that domiciliary state to that Contractor’s bid.

**NAMING OF SUBCONTRACTORS:** Section 67-2310, Idaho Code, requires general (prime) Contractors to include in their bid the name of the subcontractors who shall, in the event the Contractor secures the Contract, subcontract the plumbing, HVAC, and electrical work under the general (prime) Contract. Failure to name subcontractors as required by this section shall render any bid submitted by a general (prime) Contractor nonresponsive and void. Subcontractors named in accordance with the
provisions of this section must possess an appropriate license or certificate of competency issued by the State of Idaho covering the Contractor work classification in which the subcontractor is named.

The Division of Public Works interprets Section 67-2310, Idaho Code, to mean three (3) separate areas of work: plumbing work, HVAC, and electrical work. The Division of Public Works also requires that the general (prime) Contractor name the entity that will perform the Work, including if the entity is a subcontractor, a sub-subcontractor or the general (prime) Contractor submitting the bid. Failure to complete the Bid Proposal in full shall render a bid nonresponsive and void.

With regard to possessing an appropriate license or certificate of competency, all subcontractors listed by the general (prime) Contractor must have at the time of the bid opening a current license in the appropriate category (class, type and specialty category) as issued by the Public Works Contractors State License Board. In addition, plumbing, HVAC and electrical subcontractors shall have at the time of the bid opening a valid plumbing contractor’s license, HVAC contractor’s license or electrical contractor’s license, respectively, as issued by the Idaho Division of Building Safety.

In determining if the above listed subcontractors are required on the Project, the Division of Public Works will refer to the plans and specifications. If doubt exists prior to bid closing, potential bidders should contact the Division of Public Works and the Design Professional who prepared the plans and specifications will be requested to make the determination. If plumbing, HVAC or electrical work are not shown on the plans and specifications, but are discovered by the bidder prior to the date of bid opening, then the bidder must request clarification from the Design Professional. Absent such clarification, Work will be considered incidental and naming of a subcontractor will not be required.

**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 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: FM32005; A Reroof for Idaho Transportation Department, New Meadows Maintenance Building.” 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

INSTRUCTIONS TO BIDDERS
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.

**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:

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<th>NAME</th>
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### ROOFING MATERIALS SUBSTITUTION REQUEST FORM

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

TO: (Architect)

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

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<td>Roofing Membrane</td>
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<td>Surfacing</td>
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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

Gentlemen:

The Bidder, in compliance with your Invitation for Bids for the construction of FM32005, A Reroof for Idaho Transportation Department, New Meadows Maintenance Building, 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 90 consecutive calendar days thereafter, as stipulated in the specifications. Bidder further agrees to pay as liquidated damages, the sum of $250.00 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.)

UNIT PRICE PROPOSAL – PLYWOOD ROOFING SHEATHING: If during the course of the project plywood roof sheathing shall need replaced. The bidder’s unit price for plywood roof sheathing replacement shall be multiplied by 100 units and added to the bidder’s base bid price and included in the Fixed Price Contract amount to determine the low responsive bid. The Fixed Price Contract amount will be increased by multiplying the actual square feet of sheathing by the unit price.

__________________________________________ Dollars ($_________). x 100 units = $ __________

BASE PROPOSAL PLUS UNIT PRICE:

______________________________________________________ Dollars ($_________)

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

UNIT PRICE PROPOSAL – 2 x 6 LUMBER: If during the course of the project 2X6’s shall need replaced. The bidder’s unit price for 2 x 6 lumber shall be multiplied by 50 units and added to the bidder’s base bid price and included in the Fixed Price Contract amount to determine the low responsive bid. The Fixed Price Contract amount will be increased by multiplying the actual square feet of sheathing by the unit price.

BID PROPOSAL

BOILERPLT-2009 dbb.doc (rev. 06/03/19)

FM32005
A Reroof of Idaho Transportation Department
BASE PROPOSAL PLUS UNIT PRICE:

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

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:

Plumbing (PWCL Category 15400)
(Name) ____________________________________________________________
(Address) _________________________________________________________
Idaho Public Works Contractors License No. _____________________________
Idaho Plumbing Contractors License No. _________________________________

Heating, Ventilating & Air Conditioning (PWCL Category 15700-HVAC)
(Name) ____________________________________________________________
(Address) _________________________________________________________
Idaho Public Works Contractors License No. _____________________________
Idaho HVAC Contractors License No. _________________________________

Electrical (PWCL Category 16000)
(Name) ____________________________________________________________
(Address) _________________________________________________________
Idaho Public Works Contractors License No. _____________________________
Idaho Electrical Contractors License No. ________________________________

**FAILURE TO NAME A PROPERLY LICENSED SUBCONTRACTOR IN EACH OF THE ABOVE CATEGORIES WILL RENDER THE BID UNRESPONSIVE AND VOID.**

Should the listing of subcontractors change due to selection of alternates or other similar circumstances, attach explanation.
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. ___________________________, or that it and its subcontractors shall have secured a Public Works Contractor’s License at or prior to award and execution of the Contract for construction and is domiciled in the State of ____________________________.

Dated this ________ day of ________________, ________.

(date) (month) (year)

Respectfully submitted by:

______________________________________

(Contractor's Name- Typed)

______________________________________

(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?
STATE OF ______________________
COUNTY OF ______________________

Pursuant to the Section 72-1717, Idaho Code, I, the undersigned, being duly sworn, deposes and certifies 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.
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. FM32005, A Reroof for Idaho Transportation Department, New Meadows Maintenance Building

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.

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. FM32005
A Reroof for
Idaho Transportation Department
New Meadows, Idaho
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EXHIBITS

A  PROJECT IDENTIFICATION, ADDENDA, CONTRACT AMOUNT, CONTRACT TIME, ACCEPTED ALTERNATES, LIQUIDATED DAMAGES AND SPECIAL CONDITIONS (IF ANY)
B  ADDRESSES AND REPRESENTATIVES (INCLUDING LIMITATIONS)
C  LIST OF DRAWINGS AND SPECIFICATIONS
D  CONTRACTOR'S AFFIDAVIT CONCERNING TAXES
E  NAMED SUBCONTRACTORS
F  NOTICE TO PROCEED
G  REQUEST FOR TAX RELEASE
H  RELEASE OF CLAIMS
J  CONDITIONS PRECEDENT TO FINAL PAYMENT
K  TRAINING CONFIRMATION SIGN IN SHEET
L  PROJECT FINALIZATION AND START-UP
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, Department of Administration, Division of Public
Works (“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. FM32005 as more fully described in
Exhibit A, and incorporated herein by reference. This Contract shall be effective on __________ (day) of
_________ (month), 20__ (year), 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.

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 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 ITD 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 (ITD'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


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 Administrator of ITD 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
.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 $2,000,000 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 $4,000,000; 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

By: ____________________________
Date Executed __________________
Ruth Munoz, Facilities Management Contracting Officer

CONTRACTOR

Contractor’s Name- Typed

By: ____________________________
Date Executed __________________
Signature

Printed Name

Title
OWNER’S PROJECT IDENTIFICATION INFORMATION:

ITD Project No. FM32005
A Reroof for Idaho Transportation Department
Idaho Transportation Department
New Meadows, Idaho

General Project Description: The scope of this project is a complete metal roofing panel reroof of New Meadows Maintenance Building, New Meadows, Idaho. Work shall be as required by, specified in, and shown in Contract Documents titled Idaho Transportation Department, New Meadows, Idaho, New Meadows Maintenance Building

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: $0.00

(______________________________) Dollars

Total Fixed Price Contract Amount

(______________________________) Dollars $0.00

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 ninety (90) 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: two hundred and fifty Dollars ($250.00)

DRAWINGS AND SPECIFICATIONS

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

SPECIAL CONDITIONS
EXHIBIT B

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

OWNER

Owner: Idaho Transportation Department
Tony Pirc, Facilities Manager
3311 W State St
Boise, Idaho, 83703
208-334-8600
tony.pirc@itd.idaho.gov

Contracting Officer: Idaho Transportation Department
Ruth Munoz, Facilities Management Contracting Officer
3311 W State St
Boise, Idaho, 83703
208-334-8606
ruth.munoz@itd.idaho.gov
May sign for Owner: Yes [ ] No [ ]

Field Representative: Idaho Transportation Department
NAME, TSEA
Address
City, State, Zip
phone
name.name@itd.idaho.gov
May sign for Owner: Yes [ ] No [ ]
### CONTRACTOR

<table>
<thead>
<tr>
<th>Field</th>
<th>Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractor:</td>
<td></td>
</tr>
<tr>
<td>(company name)</td>
<td></td>
</tr>
<tr>
<td>(address)</td>
<td></td>
</tr>
<tr>
<td>(city, state, zip)</td>
<td></td>
</tr>
<tr>
<td>(telephone and FAX)</td>
<td></td>
</tr>
<tr>
<td>Public Works Contractors License No.</td>
<td></td>
</tr>
<tr>
<td>Officer:</td>
<td></td>
</tr>
<tr>
<td>(name and title)</td>
<td></td>
</tr>
<tr>
<td>(telephone)</td>
<td></td>
</tr>
<tr>
<td>(E-mail)</td>
<td></td>
</tr>
<tr>
<td>Contractor's Project Manager:</td>
<td></td>
</tr>
<tr>
<td>(name)</td>
<td></td>
</tr>
<tr>
<td>(telephone and FAX)</td>
<td></td>
</tr>
<tr>
<td>(E-mail)</td>
<td></td>
</tr>
<tr>
<td>May sign for Contractor:</td>
<td>Yes [ ] No [ ]</td>
</tr>
<tr>
<td>Change Orders: up to:</td>
<td>$____.00</td>
</tr>
<tr>
<td>Construction Change Authorizations: up to:</td>
<td>$______.00</td>
</tr>
<tr>
<td>Contractor's Request for Payment</td>
<td></td>
</tr>
<tr>
<td>Contractor's Superintendent:</td>
<td></td>
</tr>
<tr>
<td>(name)</td>
<td></td>
</tr>
<tr>
<td>(telephone and FAX)</td>
<td></td>
</tr>
<tr>
<td>(E-mail)</td>
<td></td>
</tr>
<tr>
<td>May sign for Contractor:</td>
<td>Yes [ ] No [ ]</td>
</tr>
<tr>
<td>Construction Change Authorizations: up to:</td>
<td>$______.00</td>
</tr>
</tbody>
</table>
DESIGN PROFESSIONAL

Design Professional:  
________________________________________ (firm name)  
________________________________________ (address)  
________________________________________ (city, state and zip)  
________________________________________ (telephone)  
________________________________________ (FAX)  

Professional's Project Manager:  
________________________________________ (name)  
Professional License No.  
________________________________________ (telephone)  
________________________________________ (FAX)  
________________________________________ (E-mail)  

Professional's Field Representative:  
________________________________________ (name)  
________________________________________ (telephone)  
________________________________________ (FAX)  
________________________________________ (E-mail)  

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

0.0 Cover Sheet
Architectural
A3.1 Roof Plan
A6.2 Roof Details

LIST OF SPECIFICATIONS:

DIVISION 1 - GENERAL REQUIREMENTS
Section 011000 Summary of Work
Section 012600 Contract Modification Procedures
Section 012900 Payment Procedures
Section 013100 Project Management and Coordination
Section 013300 Submittal Procedures
Section 014200 References
Section 015000 Temporary Facilities and Controls
Section 016000 Product Requirements
Section 017300 Execution
Section 017329 Cutting and Patching
Section 017700 Closeout Procedures
Section 017823 Operation and Maintenance Data
Section 017839 Project Record Documents

DIVISION 2 – EXISTING CONDITIONS
Section 024119 Selective Structure Demolition

DIVISION 5 – METALS
Section 055000 Metal Fabrications

DIVISION 6 – ROUGHT CARPENTRY
Section 061000 Rough Carpentry

DIVISION 7 – METAL ROOF PANELS
Section 074113 Metal Flashing
Section 077200 Roof Accessories

DIVISION 22 – PLUMBING GENERAL REQUIREMENTS
Section 220010 Plumbing General Requirements
DIVISION 23 – HEATING, VENTILATING AND AIR CONDITIONING

Section 230010 HVAC General Requirements

DIVISION 26 – ELECTRICAL SPECIFICATIONS

Section 260010 Electrical General Requirements
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.

SEAL

______________________________

Name of Contractor

______________________________

Address

______________________________

City and State

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:

Plumbing (PWCL Category 15400)
(Name) __________________________________________
(Address) ______________________________________

Idaho Public Works Contractors License No. ________________________________
Idaho Plumbing Contractors License No. ________________________________

Heating Ventilating & Air Conditioning (PWCL Category 15700-HVAC)
(Name) __________________________________________
(Address) ______________________________________

Idaho Public Works Contractors License No. ________________________________
Idaho HVAC Contractors License No. ________________________________

Electrical (PWCL Category 1600)
(Name) __________________________________________
(Address) ______________________________________

Idaho Public Works Contractors License No. ________________________________
Idaho Electrical Contractors License No. ________________________________
NOTICE TO PROCEED

TO CONTRACTOR: ITD NUMBER:

CONTRACT DATE: ARCHITECT: 

CONTRACT AMOUNT: $ 

DATE OF ISSUANCE: 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 ________ consecutive calendar days thereafter; therefore your contract completion date is ________.

The contract provides for the sum of $ ________ 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 Idaho Transportation Department 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,

JAN P. FREW
ADMINISTRATOR

JP:mb

DISTRIBUTION: 
Tax Commission
Division of Building Safety
Risk Management (w/ Builder’s Risk Application, if applicable)
(Project Manager)
Fiscal Office TAX ID xx-xxxxxxx
EXHIBIT G
Idaho State Tax Commission
REQUEST FOR TAX RELEASE

Date: __________________

**PART I -- AWARDING AGENCY INFORMATION:**

<table>
<thead>
<tr>
<th>Name of agency</th>
<th>Mailing address</th>
<th>City, state, and ZIP Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact name</td>
<td>Phone number</td>
<td>Email address</td>
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</tbody>
</table>

**PART II -- CONTRACTOR INFORMATION:**

<table>
<thead>
<tr>
<th>Name of contractor</th>
<th>Mailing address</th>
<th>City, state, and ZIP Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal EIN</td>
<td>Contact name</td>
<td>Phone number</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Email address</td>
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</tbody>
</table>

**PART III -- CONSTRUCTION/CONTRACT MANAGER INFORMATION (if applicable):**

<table>
<thead>
<tr>
<th>Name of business</th>
<th>Mailing address</th>
<th>City, state, and ZIP Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal EIN</td>
<td>Contact name</td>
<td>Phone number</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Email address</td>
</tr>
</tbody>
</table>

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:**

<table>
<thead>
<tr>
<th>Name of project</th>
<th>Location of project</th>
</tr>
</thead>
<tbody>
<tr>
<td>Description of project</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Project number assigned by awarding agency</th>
<th>Project start date</th>
<th>Project completion date</th>
<th>Final/closing contract amount (includes all change orders)</th>
</tr>
</thead>
</table>

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)

<table>
<thead>
<tr>
<th>Materials</th>
<th>Dollar Values of Materials</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>$</td>
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<td></td>
<td>$</td>
</tr>
</tbody>
</table>

Send to: Contract Desk/Sales Tax Audit
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: Copy to:
State of Idaho Design Professional
Idaho Transportation Department ______________________________
3311 W State St ______________________________
Boise, Idaho 83703 ______________________________

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 provided (ITD’s 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, 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.
☐ As-Built Drawings have been received, reviewed and approved.
☐ Record Drawings have been completed. All of the required copies of the Record Documents and electronic media are attached and/or uploaded to OMS.
☐ All punch list items have been verified 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 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
SECTION 011000 - SUMMARY OF WORK AND GENERAL REQUIREMENTS

PART 1 - GENERAL

1.1. RELATED DOCUMENTS

A. Drawings and general provisions of the Fixed Price Construction Contract and other Division-1 Specification Sections, apply to this Section.

1.2. DESCRIPTION OF THE PROJECT

A. The scope of this project is a complete metal roofing panel reroof of New Meadows Maintenance Building, New Meadows, Idaho. Work shall be as required by, specified in, and shown in Contract Documents titled Idaho Transportation Department, New Meadows, Idaho, New Meadows Maintenance Building

B. All Work under this Contract shall occur within the project property lines indicated on the Drawings.

1.3. CONTRACT DOCUMENTS

A. The Contract Documents for the Work are entitled:

   A Reroof for Idaho Transportation Department
   New Meadows, Idaho
   New Meadows Maintenance Building


1.4. WORK PHASES

A. Work on this project will be performed in a single phase per a schedule to be developed by the Project Contractor and Owner.

1.5. USE OF PREMISES

A. General: Contractor shall have use of the project site for construction operations during the construction period with certain limitations related to weekday use of the existing buildings and site for school operations. Contractor’s use of premises is limited only by building operational requirements, and by Owner’s right to self-perform work or to retain other contractors for various aspects of the Project. Generally, Contractor’s use of areas within limits of construction and outside perimeter of existing building, existing parking lots, will be unlimited.

B. Use of Site: Limit use of premises to areas within Owners property boundaries. Do not disturb playfields, adjacent property, or public right of way except as required to perform specified work.
C. Contractor shall maintain roads and streets surrounding the project site in an accessible and clean condition throughout the construction period, except that the Contractor shall not be responsible for road and utility construction performed by others under separate contracts.

1. Roads and streets surrounding the project site shall not be blocked to vehicle traffic at any time by operations under this Contract.
2. Contractor shall remove and sweep dirt, mud, gravel, debris, etc. due to work under this Contract from driveways and paved roads adjacent to the site as required.
3. Contractors and construction personnel shall not park equipment or personal vehicles along roads and streets surrounding the project site, nor in a manner to disrupt traffic flow or access to any adjacent properties.
4. Contractors shall not enter adjacent properties, private driveways, etc., for any reason. Do not use adjacent properties or private driveways for vehicle turn around.

1.6. WORK RESTRICTIONS

A. On-Site Work Days and Hours: Work days and hours are not restricted.

B. Existing Utility Interruptions: Do not interrupt utilities serving neighboring and nearby properties others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:

1. Notify public utility and nearby property owners not less than seven days in advance of proposed utility interruptions.

Do not proceed with utility interruptions without written permission of utility provider

1.7. SPECIFICATION FORMATS AND CONVENTIONS

A. Specification Format: The Specifications are organized into Divisions and Sections using the 50-division format and CSI/CSC's "MasterFormat" numbering system.

1. Section Identification: The Specifications use 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 because all available Section numbers are not used. Consult the table of contents at the beginning of the Project Manual to determine numbers and names of Sections in the Contract Documents.
2. Division 01: Sections in Division 01 govern the execution of the Work of all Sections in the Specifications.

B. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

1. 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.

1.8 HAZARDOUS MATERIALS

   A. Hazardous materials should not but may be present in portions of the building undergoing reroofing. If hazardous materials are encountered or suspected, follow procedures outlined in Project General Conditions.

1.9. FIRE RATED ASSEMBLIES

   A. Fire rated construction, if any, shall conform to all requirements of fire rated assemblies referenced on the Drawings described in the Specifications, or included in appendices in the Project Manual.

      1. The Contractor shall provide all components necessary to conform to any and all referenced assemblies.

1.10. WORK NOT NOTED, DETAILED, OR SPECIFIED

   A. All work required for a complete installation or assembly shall be included in the Contractor's bid. Where minor portions of required work are not noted, detailed or specified, such work shall be done in accordance with proven construction practice, industry standards, or as directed by Architect. Such required work shall be done at no additional cost to Owner.

1.11. DIMENSIONS AND MEASUREMENTS

   A. Contractor shall field verify all dimensions pertaining to the work and shall be responsible for the determination of all quantities of materials required for the work and for the accuracy of all dimensions of materials and items fabricated for this project. Contractor shall not rely on the scale drawings in the project Drawings in the determination of exact quantities or dimensions.

1.12. GENERAL INSTALLATION PROVISIONS

   A. Inspection of Conditions: Require the Installer of each major component to inspect both the substrate and conditions under which Work is to be performed. Installation of affected components shall not proceed until unsatisfactory conditions have been corrected in an acceptable manner.

   B. Manufacturer's Instructions. Contractor shall comply with manufacturer's installation instructions and recommendations, to the extent that those instructions and recommendations
are more explicit or stringent than requirements contained in Contract Documents.

C. Contractor shall inspect materials or equipment immediately upon delivery and prior to installation and shall reject damaged and defective items.

D. Contractor shall provide all attachment and connection devices and methods necessary for securing Work. Secure Work true to line and level. Allow for expansion and building movement.

E. Visual Effects: Contractor shall provide uniform joint widths in exposed Work. Arrange joints in exposed Work to obtain the best visual effect. Refer questionable choices to Architect for final decision.

F. Contractor shall check and recheck measurements, dimensions, and elevations before starting each installation and shall be responsible for the accuracy of all measurements, dimensions, and elevations.

G. Contractor shall install each component during acceptable weather conditions.

H. Mounting Heights: Where mounting heights are not indicated, Contractor shall install individual components at standard mounting heights recognized within the industry for the particular application indicated. Refer questionable mounting height decisions to the Architect for final decision. Mount items on walls to conform to the requirements of the Americans with Disabilities Act.

1.13. CLEANING AND PROTECTION

A. During handling and installation, The Contractor shall clean and protect construction in progress and adjoining materials in place. Apply protective coverings where required to ensure protection from damage or deterioration at Substantial Completion.

B. The Contractor shall clean and maintain completed construction as frequently as necessary through the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

C. Limiting Exposures: The Contractor shall supervise construction activities to ensure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging or otherwise deleterious exposure from any source during the construction period.

1.14. REQUIREMENTS OF DRAWINGS AND SPECIFICATIONS

A. All items of Work shown or noted on the Drawings and / or described in the Project Manual shall be provided by the Contractor as a part of his Work. Should an item be shown or noted on the Drawings and not described in the Project Manual, the Contractor shall provide the item at no additional cost to the Owner. Should an item be described in the Project Manual and not shown or noted on the Drawings, the Contractor shall provide the item at no additional cost to the Owner.

END OF SECTION 011000

SUMMARY OF WORK AND GENERAL REQUIREMENTS 011000 - 4
PART 1 - GENERAL

1.1 RELATED DOCUMENTS
   A. Drawings and general provisions of the 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 unit prices.
   B. Related Requirements:
      1. Division 01 Section "Contract Modification Procedures" for procedures for submitting and handling Change Orders.
      2. Division 01 Section "Quality Requirements" for general testing and inspecting requirements.

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

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

A. To determine the order of bids (i.e. the “low bid”) for this project during bidding, the amount of one hundred (100) times the Unit Price amount will be added to the Bidder’s Base Bid amount. This addition will be to determine the order of bids only and will not form the basis for the Contract Sum in the agreement between Owner and Contractor.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF UNIT PRICES

A. Removal and Replacement of plywood roof sheathing at inspection locations and damaged areas.

1. Description: Unit price shall consist of and installed price per 4’-0” x 8’-0” sheet of plywood roof sheathing to replace or repair existing roof decking.
   a. Material: Per Specification Section 061000.

B. Removal and Replacement of 2x6 lumber at damaged areas.

1. Description: Unit price shall consist of and installed price per 2x6, 10’-0” length lumber to replace or repair existing fascia.
   a. Material: Per Specification Section 061000.

END OF SECTION 012200
SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

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

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

1.3 MINOR CHANGES IN THE WORK
A. Architect will issue supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710, Architect's Supplemental Instructions.

1.4 PROPOSAL REQUESTS
A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.

1. Proposal Requests issued by Architect are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
2. Within time specified in Proposal Request after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.

a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.

b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.

c. Include costs of labor and supervision directly attributable to the change.

d. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

3. Owner-initiated proposal requests will be issued on AIA Document G709, Work Changes Proposal Request.
B. Contractor-Initiated Proposals: If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a request for a change to Architect.

1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. Include costs of labor and supervision directly attributable to the change.
5. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
6. Comply with requirements in Division 01 Section "Product Requirements" if the proposed change requires substitution of one product or system for product or system specified.

C. Proposal Request Form: Use AIA Document G709 for Contractor initiated proposals.

1.5 CHANGE ORDER PROCEDURES


1.6 CONSTRUCTION CHANGE DIRECTIVES

A. Construction Change Directives: Architect may issue a Construction Change Directive on form provided by Owner. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.

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

B. Construction Change Directives will be issued on AIA Document G714, Construction Change Directive.

C. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.

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

PART 2 - PRODUCTS (Not Used)
PART 3 - EXECUTION (Not Used)
END OF SECTION 012600
SECTION 012900 - PAYMENT PROCEDURES

PART 1 - GENERAL

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

1.2 SUMMARY
   A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.

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

1.4 SCHEDULE OF VALUES
   A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule.

       1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including the following:
          a. Application for Payment forms with Continuation Sheets.
          b. Submittals Schedule.
          c. Contractor's Construction Schedule.

       2. Submit the Schedule of Values to Architect at earliest possible date but no later than seven days before the date scheduled for submittal of initial Application for Payment.

   B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the Schedule of Values. Provide at least one line item for each Specification Section.

       1. Identification: Include the following Project identification on the Schedule of Values:
          a. Project name and location.
          b. Name of Architect.
          c. Contractor's name and address.
          d. Date of submittal.
2. Submit draft of AIA Document G703 Continuation Sheets or other equivalent form approved by Architect and Owner.

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.
      1) Change Orders shall be fully executed with all necessary signatures before they are included in the Schedule of Values.
      2) Construction Change Directive cost changes shall be incorporated into fully executed Change Order (s) before they are included in the Schedule of Values.
   d. Dollar value.
      1) Percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.

4. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide several line items for principal subcontract amounts, where appropriate.

5. Round amounts to nearest whole dollar; total shall equal the Contract Sum.

6. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
   a. Differentiate between items stored on-site and items stored off-site. Include evidence of insurance or bonded warehousing.

7. Provide separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.

8. Provide a separate line item for the value of project closeout activities.

9. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
   a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at Contractor's option.

10. Schedule Updating: Update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.
1.5 APPLICATIONS FOR PAYMENT

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

1. Initial Application for Payment, Application for Payment at Time of Substantial Completion, and final Application for Payment involve additional requirements.

B. Payment Application Times: Progress payments shall be submitted to Architect on or before the agreed date of each month. The period covered by each Application for Payment is one month, ending on the last day of the month.

C. Payment Application Forms: Use AIA Document G702 or other equivalent form approved by Owner and Architect.

1. Entries on continuation sheet shall be consistent with approved Schedule of Values.

D. Application Preparation: Complete every entry on form. Execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incorrect or incomplete applications without action.

1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
2. Include amounts of Change Orders issued before last day of construction period covered by application.

E. Transmittal: Submit one signed original copy of each Application for Payment to Architect by a method ensuring receipt within 24 hours.

1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.

F. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:

1. List of subcontractors.
2. Schedule of Values.
3. List of suppliers.
4. Products list.
5. Submittals Schedule (preliminary if not final).

G. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete, less the value of project closeout activities.

1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
H. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:

1. Evidence of completion of Project closeout requirements.
2. Contractor's Affidavit Concerning Taxes.
4. Consent of Surety to Final Payment.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900
SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:

1. Coordination Drawings.
2. Administrative and supervisory personnel.
3. Project meetings.
4. Requests for Interpretation (RFIs).

1.3 DEFINITIONS

A. RFI: Request from Contractor seeking interpretation or clarification of the Contract Documents.

1.4 COORDINATION

A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections that depend on each other for proper installation, connection, and operation.

1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
2. Coordinate installation of different components with other contractors to ensure maximum accessibility for required maintenance, service, and repair.
3. Make adequate provisions to accommodate items scheduled for later installation.
4. Where availability of space is limited, coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair of all components, including mechanical and electrical.

B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.

1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

1. Preparation of Contractor's Construction Schedule.
2. Preparation of the Schedule of Values.
3. Installation and removal of temporary facilities and controls.
4. Delivery and processing of submittals.
5. Progress meetings.
6. Preinstallation conferences.
7. Project closeout activities.
8. Startup and adjustment of systems.
9. Project closeout activities.

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

1.5 SUBMITTALS

A. Coordination Drawings: Prepare Coordination Drawings if limited space availability necessitates maximum utilization of space for efficient installation of different components or if coordination is required for installation of fabricated products and materials.

1. Content: Project-specific information, drawn accurately to scale. Do not base Coordination Drawings on reproductions of the Contract Documents or standard printed data. Include the following information, as applicable:
   a. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
   b. Indicate required installation sequences.
   c. Indicate dimensions shown on the Drawings and make specific note of dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Architect for resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.

2. Sheet Size: At least 8-1/2 by 11 inches (215 by 280 mm) but no larger than 30 by 40 inches (750 by 1000 mm).
3. Number of Copies: Submit electronically or five opaque copies of each submittal. Architect will return one copy.
   a. Submit electronically or eight copies where Coordination Drawings are required for operation and maintenance manuals. Architect will return four copies. Mark up and retain one returned copy as a Project Record Drawing.

4. Refer to individual Sections for Coordination Drawing requirements for Work in those Sections.

B. Key Personnel Names: Within 5 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project
site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including cell and office telephone numbers. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.

1. Post copies of list in Project meeting room, in temporary field office, and by each temporary telephone. Keep list current at all times.

1.6 PROJECT MEETINGS

A. General: Meetings and conferences will be held at Project site, unless otherwise indicated.

B. Preconstruction Conference: Contractor will schedule a preconstruction conference before the start of construction, at a time convenient to all parties. The conference will be held at Project site or another convenient location.

1. Attendees: Authorized representatives of Owner, Architect, and Architect’s consultants; Contractor and Contractor’s superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.

2. Agenda: Discuss items of significance that could affect progress, including but not limited to the following:

   a. Tentative construction schedule.
   b. Phasing.
   c. Critical work sequencing and long-lead items.
   d. Designation of key personnel and their duties.
   e. Procedures for processing field decisions and Change Orders.
   f. Procedures for RFI.
   g. Procedures for testing and inspecting.
   h. Procedures for processing Applications for Payment.
   i. Distribution of the Contract Documents.
   j. Submittal procedures.
   k. Preparation of Record Documents.
   l. Use of the premises.
   m. Work restrictions.
   n. Owner's occupancy requirements.
   o. Responsibility for temporary facilities and controls.
   q. Parking availability.
   r. Office, work, and storage areas.
   s. Equipment deliveries and priorities.
   t. Security.
   u. Progress cleaning.
   v. Working hours.

3. Minutes: Contractor shall record and distribute meeting minutes.
C. Preinstallation Conferences: Contractor shall conduct a preinstallation conference at Project site before each major construction activity that requires extensive coordination with other construction.

1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect of scheduled meeting dates.
2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration.
3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
4. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.
5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.

D. Progress Meetings: Contractor will conduct formal progress meetings with the Owner at bi-weekly intervals. Dates of meetings will be coordinated with preparation of payment requests on a monthly basis.

1. Attendees: In addition to representatives of the Owner; the Architect and Architect’s consultants; and the Contractor and Contractor’s superintendent; each subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
   a. Contractor’s Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to the Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
      1) Review schedule for next period.
   b. Schedule Updating: Revise Contractor’s Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.
   c. Review present and future needs of each entity present, including the following:
      1) Interface requirements.
      2) Sequence of operations.
      3) Status of submittals.
      4) Deliveries.
5) Off-site fabrication.
6) Access.
7) Site utilization.
8) Temporary facilities and controls.
9) Work hours.
10) Hazards and risks.
11) Progress cleaning.
12) Quality and work standards.
13) Status of correction of deficient items.
14) Field observations.
15) RFIs.
16) Status of proposal requests.
17) Pending changes.
18) Status of Change Orders.
19) Pending claims and disputes.
20) Documentation of information for payment requests.

3. Minutes: Contractor shall record and distribute the meeting minutes.

1.7 REQUESTS FOR INTERPRETATION (RFIs)

A. Procedure: Immediately on discovery of the need for interpretation of the Contract Documents, prepare and submit an RFI on a form acceptable to Owner and Architect.

1. RFIs shall originate with Contractor. RFIs submitted by entities other than Contractor will be returned with no response.
2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.

B. Content of the RFI: Include a detailed, legible description of item needing interpretation and the following:

1. Project name.
2. Date.
3. Name of Contractor.
5. RFI number, numbered sequentially.
6. Specification Section number and title and related paragraphs, as appropriate.
7. Drawing number and detail references, as appropriate.
8. Field dimensions and conditions, as appropriate.
9. Contractor's suggested solution(s). If Contractor's solution(s) impact the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
10. Contractor's signature.
11. Attachments: Include drawings, descriptions, measurements, photos, Product Data, Shop Drawings, and other information necessary to fully describe items needing interpretation.

a. Supplementary drawings prepared by Contractor shall include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments.
C. Architect's Action: Architect will review each RFI, determine action required, and return it. Allow ten working days for Architect's response for each RFI. RFIs received after 1:00 p.m. will be considered as received the following working day.

1. The following RFIs will be returned without action:
   a. Requests for approval of submittals.
   b. Requests for approval of substitutions.
   c. Requests for coordination information already indicated in the Contract Documents.
   d. Requests for adjustments in the Contract Time or the Contract Sum.
   e. Requests for interpretation of Architect's actions on submittals.
   f. Incomplete RFIs or RFIs with numerous errors.

2. Architect's action may include a request for additional information, in which case Architect's time for response will start again.

3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 01 Section "Contract Modification Procedures."
   a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within 10 days of receipt of the RFI response.

D. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within three days if Contractor disagrees with response.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100
SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:

1. Contractor's Construction Schedule.
2. Submittals Schedule.
3. Daily construction reports.
4. Material location reports.
5. Field condition reports.
6. Special reports.

1.3 SUBMITTALS

A. Submittals Schedule: Submit two copies of schedule. Arrange the following information in a tabular format:

1. Scheduled date for first submittal.
2. Specification Section number and title.
3. Submittal category (action or informational).
4. Name of subcontractor.
5. Description of the Work covered.
6. Scheduled date for Architect's final release or approval.

B. Contractor's Construction Schedule: Submit copy of initial schedule, large enough to show entire schedule for entire construction period.

C. Daily Construction Reports: Submit copy at monthly intervals unless interim submittals are requested by Architect.

D. Field Condition Reports: Submit copy at time of discovery of differing conditions.

E. Electronic copy may be submitted in lieu of hard copies subject to the approval of the Owner and Architect.
1.4 COORDINATION

A. Coordinate Contractor's Construction Schedule with the Schedule of Values, list of subcontracts, Submittals Schedule, progress reports, payment requests, and other required schedules and reports.

1. Secure time commitments for performing critical elements of the Work from parties involved.
2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

PART 2 - PRODUCTS

2.1 SUBMITTALS SCHEDULE

A. Preparation: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, resubmittal, ordering, manufacturing, fabrication, and delivery when establishing dates.

1. Coordinate Submittals Schedule with list of subcontracts, the Schedule of Values, and Contractor's Construction Schedule.
2. Initial Submittal: Submit schedule for submittals required during the first 30 days of construction. List those required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
3. Final Submittal: Submit concurrently with the submittal of Contractor's Construction Schedule.

2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

A. Procedures: In addition to the following, comply with all requirements of Paragraph 3.10 of the Supplementary Conditions.

B. Time Frame: Extend schedule from date established for the Notice to Proceed to date of Substantial Final Completion.

1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.

C. Activities: Comply with the following:

1. Activity Duration: Define activities so no activity is longer than 30 days, unless specifically allowed by Architect.
2. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.

4. Startup and Testing Time: Include days for startup and testing.

5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.

D. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and Final Completion.

E. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis to demonstrate the effect of the proposed change on the overall project schedule.

2.3 REPORTS

A. Daily Construction Reports: Contractor shall prepare a daily construction report recording the following information concerning events at Project site:

1. List of subcontractors at Project site.
2. Approximate count of personnel at Project site.
3. Equipment at Project site.
5. High and low temperatures and general weather conditions.
6. Accidents.
7. Meetings and significant decisions.
8. Unusual events (refer to special reports).
9. Stoppages, delays, shortages, and losses.
10. Emergency procedures.
11. Orders and requests of authorities having jurisdiction.
12. Change Orders received and implemented.
13. Construction Change Directives received and implemented.
14. Services connected and disconnected.
15. Equipment or system tests and startups.
16. Partial Completions and occupancies.
17. Substantial Completions authorized.

B. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare and submit a detailed report. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.
2.4 SPECIAL REPORTS

A. General: Submit special reports directly to Owner within one day of an occurrence. Distribute copies of report to parties affected by the occurrence.

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

PART 3 - EXECUTION

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

A. Contractor's Construction Schedule Updating: Conform to the requirements of Paragraph 3.10 of the Supplementary Conditions.

1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
3. As the Work progresses, indicate Actual Completion percentage for each activity.

B. Distribution: In addition to the requirements of Paragraph 3.10 of the Supplementary Conditions, distribute copies of approved schedule to other parties identified by Contractor with a need-to-know schedule responsibility.

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

END OF SECTION 013200
SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

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

1.2 SUMMARY
   A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.

1.3 SUBMITTAL PROCEDURES
   A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
      1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
      2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
         a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
   B. Submittals Schedule: Comply with requirements in Division 01 Section "Construction Progress Documentation" for list of submittals and time requirements for scheduled performance of related construction activities.
   C. Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
      1. Initial Review: Allow 10 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
      2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
      3. Resubmittal Review: Allow 10 days for review of each resubmittal.
      4. Sequential Review: Where sequential review of submittals by Architect's consultants, Owner, or other parties is indicated, allow 14 days for initial review of each submittal.
   D. Identification: 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 6 by 8 inches (150 by 200 mm) on label or beside title block to record Contractor's review and approval markings and action taken by Architect.
3. Include the following information on label for processing and recording action taken:
   a. Project name.
   b. Date.
   c. Name and address of Contractor.
   d. Name and address of subcontractor.
   e. Name and address of supplier.
   f. Name of manufacturer.
   g. Submittal number or other unique identifier, including revision identifier.

1) Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., 061000.01.A).

h. Number and title of appropriate Specification Section.
   i. Drawing number and detail references, as appropriate.
   j. Location(s) where product is to be installed, as appropriate.
   k. Other necessary identification.

E. Deviations: Highlight, Encircle or otherwise specifically identify deviations from the Contract Documents on submittals.

F. Additional Copies: Unless additional copies are required for final submittal, and unless Architect observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.

1. Additional copies submitted for maintenance manuals will be marked with action taken and will be returned.

G. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect will return submittals, without review, received from sources other than Contractor.

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 in the Contract Documents, including minor variations and limitations. Include same label information as related submittal.

H. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.

1. Note date and content of previous submittal.
2. Note date and content of revision in label or title block and clearly indicate extent of revision.
I. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.

J. Use for Construction: Use only final submittals with mark indicating final unrestricted release or final but restricted release action taken by Architect.

PART 2 - PRODUCTS

2.1 ACTION SUBMITTALS

A. General: Prepare and submit Action Submittals required by individual Specification Sections.

B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.

1. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.

2. Mark each copy of each submittal to show which products and options are applicable.

3. Include the following information, as applicable:
   a. Manufacturer's written recommendations.
   b. Manufacturer's product specifications.
   c. Manufacturer's installation instructions.
   d. Standard color charts.
   e. Manufacturer's catalog cuts.
   f. Wiring diagrams showing factory-installed wiring.
   g. Printed performance curves.
   h. Operational range diagrams.
   i. Mill reports.
   j. Standard product operation and maintenance manuals.
   k. Compliance with specified referenced standards.
   l. Testing by recognized testing agency.
   m. Application of testing agency labels and seals.
   n. Notation of coordination requirements.

4. Submit Product Data before or concurrent with Samples.

5. Number of Copies: Submit electronically or five hard copies of Product Data, unless otherwise indicated. Architect will return a minimum of three copies. Mark up and retain two returned copies as a Project Record Documents.

C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data, unless submittal of Architect's CAD Drawings are otherwise permitted.

1. Preparation: Fully illustrate requirements in the Contract Documents. 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. Shopwork 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.
m. Relationship to adjoining construction clearly indicated.
n. Seal and signature of professional engineer if specified.
o. Wiring Diagrams: Differentiate between manufacturer-installed and field-installed wiring.

2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches (215 by 280 mm) but no larger than 30 by 40 inches (750 by 1000 mm).

3. Number of Copies: Submit electronically or five opaque copies of each submittal. Architect will return a minimum of three copies. Mark up and retain two returned copies as Project Record Drawings.

D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.

1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
2. Identification: Attach label on unexposed side of Samples that includes the following:
   
a. Generic description of Sample.
b. Product name and name of manufacturer.
c. Sample source.
d. Number and title of appropriate Specification Section.

3. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
   
a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.

4. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
a. Number of Samples: Submit three full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will retain one set of samples with options selected.

5. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.

a. Number of Samples: Submit three sets of Samples. Architect will retain one Sample set; remainder will be returned. Mark up and retain one returned Sample set as a Project Record Sample.

   1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.

   2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit samples that show approximate limits of variations.

E. Product Schedule or List: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:

1. Type of product. Include unique identifier for each product.
2. Number and name of room or space.
3. Location within room or space.
4. Number of Copies: Submit electronically or three copies of product schedule or list, unless otherwise indicated. Architect will return two copies.

   a. Mark up and retain one returned copy as a Project Record Document.

F. Contractor's Construction Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation".

G. Submittals Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation."

H. Application for Payment: Comply with requirements specified in Division 01 Section "Payment Procedures."

I. Schedule of Values: Comply with requirements specified in Division 01 Section "Payment Procedures."
J. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:

1. Name, address, and telephone number of entity performing subcontract or supplying products.
2. Number and title of related Specification Section(s) covered by subcontract.
3. Drawing number and detail references, as appropriate, covered by subcontract.
4. Number of Copies: Submit three copies of subcontractor list.
5. Subcontractor list shall be included in Project Record Documents.

2.2 INFORMATIONAL SUBMITTALS

A. General: Prepare and submit Informational Submittals required by other Specification Sections.

1. Number of Copies: Submit electronically or two hard copies of each submittal, unless otherwise indicated. Architect will not return copies.
2. Certificates and Certifications: Provide a notarized statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
3. Test and Inspection Reports: Comply with requirements specified in Division 01 Section "Quality Requirements."

B. Coordination Drawings: Comply with requirements specified in Division 01 Section "Project Management and Coordination."

C. Contractor's Construction Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation."

D. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.

E. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification (WPS) and Procedure Qualification Record (PQR) on AWS forms. Include names of firms and personnel certified.

F. Installer Certificates: Prepare written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.

G. Manufacturer Certificates: Prepare written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.

H. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
I. Material Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.

J. Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.

K. Product Test Reports: Prepare written reports indicating current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.

L. Research/Evaluation Reports: Prepare written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:

1. Name of evaluation organization.
2. Date of evaluation.
3. Time period when report is in effect.
4. Product and manufacturers' names.
5. Description of product.
6. Test procedures and results.
7. Limitations of use.

M. Schedule of Tests and Inspections: Comply with requirements specified in Division 01 Section "Quality Requirements."

N. Preconstruction Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.

O. Compatibility Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.

P. Field Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.

Q. Maintenance Data: Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment. Comply with requirements specified in Division 01 Section "Operation and Maintenance Data."

R. Design Data: Prepare written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.
S. Manufacturer's Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturer. Include the following, as applicable:

1. Preparation of substrates.
2. Required substrate tolerances.
3. Sequence of installation or erection.
4. Required installation tolerances.
5. Required adjustments.
6. Recommendations for cleaning and protection.

T. Manufacturer's Field Reports: Prepare written information documenting factory-authorized service representative's tests and inspections. Include the following, as applicable:

1. Name, address, and telephone number of factory-authorized service 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.

U. Insurance Certificates and Bonds: Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and term of the coverage.

V. Material Safety Data Sheets (MSDSs): Submit information directly to Owner; do not submit to Architect.

1. Architect will not review submittals that include MSDSs and will return the entire submittal for resubmittal.

2.3 DELEGATED DESIGN

A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.

1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.

B. Delegated-Design Submittal: In addition to Shop Drawings, Product Data, and other required submittals, submit eight copies of a statement, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

A. Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect

B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor’s approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ARCHITECT’S / ACTION

A. General: Architect will not review submittals that do not bear the Contractor’s approval stamp, and will return inadequately stamped submittals without action.

B. Action Submittals: Architect will review each submittal, make marks to indicate corrections or modifications required, and return copies. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken, as follows:

1. Final Unrestricted Release: Where submittals are marked “Approved,” that part of the Work covered by the submittal may proceed provided it complies with requirements of the Contract Documents; final acceptance will depend upon that compliance.

2. Final-But-Restricted Release: When submittals are marked “Approved as Noted,” that part of the Work covered by the submittal may proceed provided it complies with notations or corrections on the submittal and requirements of the Contract Documents; final acceptance will depend on that compliance.

3. Returned for Re-submittal: When submittal is marked “Not Approved, Revise and Resubmit” do not proceed with that part of the Work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal in accordance with the notations; resubmit without delay. Repeat if necessary to obtain a different action mark.

   a. Do not permit submittals marked “Not Approved, Revise and Resubmit” to be used at the Project site, or elsewhere where Work is in progress.

   b. Submittals will be returned for re-submittal without review by the Architect under any of the following conditions:

       1) The Contractor has not reviewed and signed the submittal.
2) The submittal does not meet the requirements of the Contract Documents.

3) The submittal contains manufacturers and/or products not approved prior to bidding or subsequent to bidding under specified conditions.

4) The submittal contains error, omissions, or other deficiencies, which, in the opinion or the Architect, make the submittal unacceptable for review.

C. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.

D. Partial submittals are not acceptable, will be considered no responsive, and will be returned without review.

E. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

END OF SECTION 013300
SECTION 014200 - REFERENCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 DEFINITIONS

A. General: Basic Contract definitions are included in the Conditions of the Contract.

B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.

C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."

D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."

E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.

F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.

G. "Install": Operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.

H. "Provide": Furnish and install, complete and ready for the intended use.

I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

1.3 INDUSTRY STANDARDS

A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.

C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.

1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

1.4 ABBREVIATIONS AND ACRONYMS

A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Thomson Gale's "Encyclopedia of Associations" or in Columbia Books' "National Trade & Professional Associations of the U.S."

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 014200
SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

1.3 DEFINITIONS

A. Permanent Enclosure: As determined by Architect, permanent or temporary roofing is complete, insulated, and weathertight; exterior walls are insulated and weathertight; and all openings are closed with permanent construction or substantial temporary closures.

1.4 USE ChARGES

A. General: Cost or use charges for temporary facilities shall be included in the Contract Sum. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Architect, testing agencies, and authorities having jurisdiction.

B. Water Service: Building water may be used by all entities for construction operations, except large water quantities required for earthwork compaction operations. Water costs will be paid by the Owner.

C. Electric Power Service: Building power may be used to the extent available by all entities for construction operations. Electricity costs will be paid by the Owner. Contractor shall provide additional temporary power when and/or where building power is deemed inadequate.

D. Temporary Heat: Contractor shall provide temporary heat as required. Existing building systems shall not be used.

1.5 QUALITY ASSURANCE

A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.

B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.
1.6 PROJECT CONDITIONS

A. Temporary Use of Permanent Facilities: Installer of each permanent service shall 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 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.

3.2 TEMPORARY UTILITY INSTALLATION

A. General: As required, 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 if required.

B. Sanitary Facilities: Contractor to provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities. Contractor personnel shall not use existing facilities in building.

C. Heating: If required, Contractor to provide temporary heating 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.

D. Ventilation and Humidity Control: Contractor to provide temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction and construction personnel from adverse effects of high heat and/or humidity.
Select equipment that will not have a harmful effect on either workers or as may be required for sub-contractor’s scope of work in order to provide completed installations or elements being installed. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption.

E. Lighting: Contractors to provide temporary lighting as may be required for contractor’s scope of work in order to provide adequate illumination for construction operations, observations, and inspections.

1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.

3.3 SUPPORT FACILITIES INSTALLATION

A. General: Comply with the following:

1. Maintain support facilities until near Substantial Completion. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.

B. 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.

C. Parking: Use designated areas of Owner's existing site areas for construction personnel as directed by Owner.

D. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.

1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties nor endanger permanent Work or temporary facilities.

E. Waste Disposal Facilities: Contractor to provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction.

F. Construction Fencing: Contractor to provide chain link construction fencing and gates as deemed necessary to secure premises and/or storage/staging area. Fencing shall include post bases that permit support of fence posts without damage to asphalt or concrete paving.

G. 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.
H. Barricades, Temporary Enclosures, and Emergency Egress Provisions:

1. Contractor shall provide general isolation/security fencing, barricades, enclosures, and emergency egress provisions required to isolate/separate construction activities and building users.
2. Respective Contractors shall provide trade-specific enclosures, protectives, and tenting and heating as required to permit and support construction of that trade’s materials and systems.
3. Contractor shall coordinate with local Fire authority regarding required emergency egress provisions from existing buildings when buildings, are occupied.

I. Weather Protection: Contractor to provide tenting, tarping, sheeting, and other provisions to protect exposed roof deck and open attic areas during the course of construction from the damaging effects of rain, hail, and wind.

1. Protective materials shall be on hand at all times and shall be installed at the conclusion of each work day regardless of forecasted weather.

END OF SECTION 015000
SECTION 016000 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

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

1.2 SUMMARY
   A. This 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 product substitutions.
   B. Subcontractor shall incorporate into the Work only those products specified, indicated as basis-of-design products, those products approved in Addenda prior to bidding, or as approved after award of Contract under conditions set forth in Paragraphs 1.4 and 2.2 below.

1.3 DEFINITIONS
   A. Products: Items purchased 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, except that products consisting of recycled-content materials are allowed, unless explicitly stated otherwise. Products salvaged or recycled from other projects are not considered new products.
      3. Comparable Product: Product that is demonstrated and approved through submittal process, or where indicated as a product substitution, 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. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.

   C. Basis-of-Design Product Specification: Where a specific manufacturer's product is named and accompanied by the words "basis of design," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics.
1.4 SUBMITTALS

A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

1. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
   
a. Statement indicating why specified material or product cannot be provided.
b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.
c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
e. Samples, where applicable or requested.
f. List of similar installations for completed projects with project names and addresses and addresses of architects and owners.
g. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
h. Research/evaluation reports evidencing compliance with building code in effect for Project, from a model code organization acceptable to authorities having jurisdiction.
i. Detailed comparison of Contractor's Construction Schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating lack of availability or delays in delivery.
j. Cost information, including a proposal of change, if any, in the Contract Sum.
k. Contractor's certification that proposed substitution complies with requirements in the Contract Documents and is appropriate for applications indicated.
l. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.

2. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within 10 days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or 10 days of receipt of additional information or documentation, whichever is later.

   a. Form of Acceptance: Change Order.
   b. Use product specified if Architect cannot make a decision on use of a proposed substitution within time allocated.
1.5 QUALITY ASSURANCE

A. Compatibility of Options: If Subcontractor is given option of selecting between two or more products for use on Project, product selected shall be compatible with products previously selected, even if previously selected products were also options.

1. Subcontractor is responsible for providing products and construction methods compatible with all other products and construction methods of other contractors.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. 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 ensure compliance with the Contract Documents and to ensure 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. Store cementitious products and materials on elevated platforms.
5. Store foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
6. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
7. Protect stored products from damage and liquids from freezing.
8. Provide a secure location and enclosure at Project site for storage of materials and equipment by Owner's construction forces. Coordinate location with Owner.

1.7 PRODUCT WARRANTIES

A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
1. Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
2. Special Warranty: Written warranty required by or incorporated into the Contract Documents, either to extend time limit provided by manufacturer's warranty or to provide more rights for Owner.

B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution. Submit a draft for approval before final 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 appropriate form properly executed.
3. Refer to Divisions 02 through 49 Sections for specific content requirements and particular requirements for submitting special warranties.

C. Submittal Time: Comply with requirements in Division 01 Section "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

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

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

B. Product Selection Procedures:

1. Product: Where Specifications name a single product and manufacturer, provide the named product that complies with requirements.
2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements.
3. Products: Where Specifications include a list of names of both products and manufacturers, provide one of the products listed that complies with requirements.

4. Manufacturers: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements.

5. Available Products: Where Specifications include a list of names of both products and manufacturers, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product.

6. Available Manufacturers: Where Specifications include a list of manufacturers, provide a product by one of the manufacturers listed, or an unnamed manufacturer, that complies with requirements. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product.

7. Product Options: Where Specifications indicate that sizes, profiles, and dimensional requirements on Drawings are based on a specific product or system, provide the specified product or system. Comply with provisions in Part 2 "Product Substitutions" Article for consideration of an unnamed product or system.

8. Basis-of-Design Product: Where Specifications name a product, provide the specified product. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Products by other manufacturers are subject to approval prior to bidding.


   a. If no product available within specified category matches and complies with other specified requirements, comply with provisions in Part 2 "Product Substitutions" Article for proposal of product.

10. Visual Selection Specification: Where Specifications include the phrase "as selected from manufacturer's colors, patterns, textures" or a similar phrase, select a product that complies with other specified requirements.

   a. Standard Range: Where Specifications include the phrase "standard range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, density, or texture from manufacturer's product line that does not include premium items.

   b. Full Range: Where Specifications include the phrase "full range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

2.2 PRODUCT SUBSTITUTIONS

A. Timing: Following award of Contract, Architect will consider requests for substitution for products specified or approved by addendum under any or all of the following conditions:

   1. The specified product cannot be provided within the Contract Time. The request will not be considered if the product cannot be provided as a result of the Subcontractor’s failure to pursue the Work promptly or coordinate activities properly.
2. The specified product cannot receive necessary approvals by governing authorities, and the requested substitution can be approved.

3. A substantial advantage is offered the Owner, in terms of cost, time, energy conservation or other considerations of merit, after deducting offsetting responsibilities the Owner may be required to bear. Additional responsibilities for the Owner may include additional compensation to the Architect for redesign and evaluation services, increased cost of other construction by the Owner or separate Contractors, and similar considerations.

4. The specified product cannot be provided in a manner that is compatible with other materials, or cannot be properly coordinated, warranted, or insured, and where the Contractor certifies that the substitution will overcome the deficiency.

B. By making a request for substitution, contractor warrants that:

1. Requested substitution does not require extensive revisions to the Contract Documents.
2. Requested substitution is consistent with the Contract Documents and will produce indicated results.
3. Substitution request is fully documented and properly submitted.
4. Requested substitution will not adversely affect Contractor's Construction Schedule.
5. Requested substitution has received necessary approvals of authorities having jurisdiction.
6. Requested substitution is compatible with other portions of the Work.
7. Requested substitution has been coordinated with other portions of the Work.
8. Requested substitution provides specified warranty.
9. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

PART 3 - EXECUTION (Not Used)

END OF SECTION 016000
SECTION 017300 - EXECUTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

2. General installation of products.
3. Coordination of Owner-installed products.
4. Progress cleaning.
5. Starting and adjusting.
6. Protection of installed construction.
7. Correction of the Work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

A. Existing Conditions: The existence and location of site improvements, utilities, and other construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of mechanical and electrical systems and other construction affecting the Work.

B. Utilities: The existence and location of underground and other utilities and construction indicated as existing or by others is not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities and other construction affecting the Work.

C. Acceptance of Conditions: 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. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
a. Description of the Work.
b. List of detrimental conditions, including substrates.
c. List of unacceptable installation tolerances.
d. Recommended corrections.

2. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
3. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
4. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
5. 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.


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.

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. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.

F. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.

G. Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place, accurately located and aligned with other portions of the Work.
   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.

H. 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.

I. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.
3.5 PROGRESS CLEANING

A. General: Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully.
   2. Do not hold materials more than 7 days during normal weather or 3 days if the temperature is expected to rise above 80 deg F (27 deg C).
   3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.

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: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.

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

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

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

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

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

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: If a factory-authorized service representative is required to inspect field-assembled components and equipment installation, comply with qualification requirements in Division 01 Section "Quality Requirements."

3.7 PROTECTION OF INSTALLED CONSTRUCTION

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

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

3.8 CORRECTION OF THE WORK

A. Repair or remove and replace defective construction. Restore damaged substrates and finishes. Comply with requirements in Division 01 Section "Cutting and Patching."

   1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.

B. Restore permanent facilities used during construction to their specified condition.

C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.

D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.

E. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

END OF SECTION 017300
SECTION 017329 - CUTTING AND PATCHING

PART 1 - GENERAL

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

1.2 SUMMARY
A. This Section includes procedural requirements for cutting and patching.

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

1.4 SUBMITTALS
A. Cutting and Patching Proposal: Submit a proposal describing procedures at least 10 days before the time cutting and patching will be performed, requesting approval to proceed. Include the following information:

1. Extent: Describe cutting and patching, show how they will be performed, and indicate why they cannot be avoided.
2. Changes to In-Place Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building's appearance and other significant visual elements.
3. Products: List products to be used and firms or entities that will perform the Work.
4. Dates: Indicate when cutting and patching will be performed.
5. Utility Services and Mechanical/Electrical Systems: List services/systems that cutting and patching procedures will disturb or affect. List services/systems that will be relocated and those that will be temporarily out of service. Indicate how long services/systems will be disrupted.
6. Structural Elements: Where cutting and patching involve adding reinforcement to structural elements, submit details and engineering calculations showing integration of reinforcement with original structure.
7. Architect's Approval: Obtain approval of cutting and patching proposal before cutting and patching. Approval does not waive right to later require removal and replacement of unsatisfactory work.
1.5 QUALITY ASSURANCE

A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.

B. 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. Operating elements include the following:

1. Primary operational systems and equipment.
2. Air or smoke barriers.
3. Fire-suppression systems.
4. Mechanical systems piping and ducts.
5. Control systems.
6. Communication systems.
7. Conveying systems.
8. Electrical wiring systems.
9. Operating systems of special construction in Division 13 Sections.

C. Miscellaneous Elements: Do not cut and patch miscellaneous elements or related 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. Miscellaneous elements include the following:

1. Water, moisture, or vapor barriers.
2. Membranes and flashings.
3. Exterior curtain-wall construction.
4. Equipment supports.
5. Piping, ductwork, vessels, and equipment.

D. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces 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.

E. 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.

1.6 WARRANTY

A. Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during cutting and patching operations, by methods and with materials so as not to void warranties.
PART 2 - PRODUCTS

2.1 MATERIALS

A. General: Comply with requirements specified in other Sections.

B. In-Place Materials: Use materials 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 match the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.
   1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with in-place finishes or primers.
   2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Temporary Support: Provide temporary support of Work to be cut.

B. 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.

C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.

D. 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.

3.3 PERFORMANCE

A. 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. 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 as small as possible, neatly to 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 or 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 Division 31 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.

C. 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 possible. Provide materials and comply with installation requirements specified in other Sections.

1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate 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 eliminate 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, apply primer and intermediate paint coats 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.
D. Cleaning: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.

END OF SECTION 017329
SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:

1. Inspection procedures.
2. Warranties.
3. Final cleaning.

1.3 SUBSTANTIAL COMPLETION

A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.

1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
2. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
3. Each Subcontractor shall incorporate changes in their respective work on project Record Drawings.
4. Deliver tools, spare parts, extra materials, and similar items to Contractor. Label with manufacturer's name and model number where applicable.
5. Complete startup testing of systems.
7. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
8. Submit preliminary manuals required by Specifications Section 017823 (two copies) for review by Architect.
9. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
10. Complete final cleaning requirements, including touchup painting.
11. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
1.4 WARRANTIES

A. Submittal Time: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.

B. Partial Occupancy: Submit properly executed warranties within 15 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. 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: Provide 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. Subcontractor’s shall complete the following cleaning operations relative to their respective scope of work.

   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; shampoo 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. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.

k. Remove labels that are not permanent.

l. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.

1) Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.

m. Wipe surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.

n. Replace parts subject to unusual operating conditions.

o. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.

p. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.

q. Clean ducts, blowers, and coils if units were operated without filters during construction.

r. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

s. Leave Project clean and ready for occupancy.

C. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

END OF SECTION 017700
SECTION 017823 - OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

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

1.2 SUMMARY
   A. This Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
      1. Operation and maintenance documentation directory.
      2. Emergency manuals.
      3. Operation manuals for systems, subsystems, and equipment.
      4. Maintenance manuals for the care and maintenance of products, materials, finishes, systems and equipment.

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

1.4 SUBMITTALS
   A. Submittal: Submit two copies of each manual in preliminary form as a condition of Substantial Completion. Architect will return copies with required corrections indicated within 15 days after Substantial Completion.
      1. Correct or modify each manual to comply with Architect's indicated corrections. Submit 2 copies of each corrected manual prior to Final Acceptance of the Work.
      2. Corrected preliminary manuals may be used for final submittal.

1.5 COORDINATION
   A. Where operation and maintenance documentation includes information on installations by more than one factory-authorized service representative, assemble and coordinate information furnished by representatives and prepare manuals.
PART 2 - PRODUCTS

2.1 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY

A. Organization: Include a section in the directory for each of the following:

1. List of documents.
2. List of systems.
3. List of equipment.
4. Table of contents.

B. List of Systems and Subsystems: List systems alphabetically. Include references to operation and maintenance manuals that contain information about each system.

C. List of Equipment: List equipment for each system, organized alphabetically by system. For pieces of equipment not part of system, list alphabetically in separate list.

D. Tables of Contents: Include a table of contents for each emergency, operation, and maintenance manual.

E. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with same designation used in the Contract Documents. If no designation exists, assign a designation according to ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems."

2.2 MANUALS, GENERAL

A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:

1. Title page.
2. Table of contents.

B. Title Page: Enclose title page in transparent plastic sleeve. 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, address, and telephone number of Contractor.
6. Name and address of Architect.
7. Cross-reference to related systems in other operation and maintenance manuals.

C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.

D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.

1. Binders: Heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch (215-by-280-mm) paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
   a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.
   b. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents. Indicate volume number for multiple-volume sets.

2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.

3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software diskettes for computerized electronic equipment.


5. 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.

2.3 OPERATION MANUALS

A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:

1. System, subsystem, and equipment descriptions.
2. Performance and design criteria if Contractor is delegated design responsibility.
3. Operating standards.
4. Operating procedures.
5. Operating logs.
6. Wiring diagrams.
7. Control diagrams.
8. Piped system diagrams.
9. Precautions against improper use.
10. License requirements including inspection and renewal dates.

B. Descriptions: Include the following:

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

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

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

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

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

2.4 PRODUCT MAINTENANCE MANUALS

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

1. Provide a summary list of all finish materials in manual at the front of the manual.

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

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

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

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

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

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

2.5 SYSTEMS AND EQUIPMENT MAINTENANCE MANUALS

A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.

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

C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including the following information for each component part or piece of equipment:
   1. Standard printed maintenance instructions and bulletins.
   2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
   3. Identification and nomenclature of parts and components.
   4. List of items recommended to be stocked as spare parts.

D. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:
   1. Test and inspection instructions.
   2. Troubleshooting guide.
   3. Precautions against improper maintenance.
   4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
   5. Aligning, adjusting, and checking instructions.
   6. Demonstration and training videotape, if available.
E. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.

1. Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.
2. Maintenance and Service Record: Include manufacturers' forms for recording maintenance.

F. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.

G. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.

H. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

1. Include procedures to follow and required notifications for warranty claims.

PART 3 - EXECUTION

3.1 MANUAL PREPARATION

A. Operation and Maintenance Documentation Directory: Prepare a separate manual that provides an organized reference to emergency, operation, and maintenance manuals.

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

C. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.

1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.

D. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.

1. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.
E. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in Record Drawings to ensure correct illustration of completed installation.

1. Do not use original Project Record Documents as part of operation and maintenance manuals.
2. Comply with requirements of newly prepared Record Drawings in Division 01 Section "Project Record Documents."

F. Comply with Division 01 Section "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

END OF SECTION 017823
SECTION 017839 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for Project Record Documents, including the following:

1. Record Drawings.
2. Record Specifications.
3. Record Product Data.

1.3 SUBMITTALS

A. Record Drawings: Comply with the following:

1. Number of Copies: Submit two set(s) of marked-up Record Prints to Contractor.

B. Record Specifications: Submit two copies of Project's Specifications, including addenda and contract modifications to Contractor.

C. Record Product Data: Submit two copies of each Product Data submittal to Contractor.

1. Where Record Product Data is required as part of operation and maintenance manuals, submit marked-up Product Data as an insert in manual in addition to submittal as Record Product Data.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

A. Record Prints: Maintain one set of blue- or black-line white prints of the Contract Drawings and Shop Drawings.

1. Preparation: Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.
a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
b. Accurately record information in an understandable drawing technique.
c. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.

2. Content: Types of items requiring marking include, but are not limited to, the following:
   a. Dimensional changes to Drawings.
   b. Revisions to details shown on Drawings.
   c. Depths of foundations below first floor.
   d. Locations and depths of underground utilities.
   e. Revisions to routing of piping and conduits.
   f. Revisions to electrical circuitry.
   g. Actual equipment locations.
   h. Duct size and routing.
   i. Locations of concealed internal utilities.
   j. Changes made by Change Order or Construction Change Directive.
   k. Changes made following Architect's written orders.
   l. Details not on the original Contract Drawings.
   m. Field records for variable and concealed conditions.
   n. Record information on the Work that is shown only schematically.

3. Mark the Contract Drawings and Shop Drawings, completely and accurately.
4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
5. Mark important additional information that was either shown schematically or omitted from original Drawings.
6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

B. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.

1. Record Prints: Organize Record Prints and newly prepared Record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
2. Identification: As follows:
   a. Project name.
   b. Date.
   c. Designation "PROJECT RECORD DRAWINGS."
   d. Name of Architect.
   e. Name of Contractor.

3. Contractor shall furnish (2) hard copy sets of Record Drawings and (2) CDs containing high quality scans of Record Drawings to the Owner.
2.2 RECORD SPECIFICATIONS

A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
4. For each principal product, indicate whether Record Product Data has been submitted in operation and maintenance manuals instead of submitted as Record Product Data.
5. Note related Change Orders, Record Product Data, and Record Drawings where applicable.
6. Provide hard and electronic copies in same quantities as Record Drawings.

2.3 RECORD PRODUCT DATA

A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
3. Note related Change Orders, Record Specifications, and Record Drawings where applicable.
4. Provide hard and electronic copies in same quantities as Record Drawings.

2.4 MISCELLANEOUS RECORD SUBMITTALS

A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

B. Provide hard and electronic copies in same quantities as Record Drawings.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

A. Recording: Maintain copies of each submittal during the construction period for Project Record Document purposes. Post changes and modifications to Project Record Documents as they occur; do not wait until the end of Project.

B. Maintenance of Record Documents and Samples: Store Record Documents and Samples in the field office apart from the Contract Documents used for construction. Do not use Project
Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for Architect's reference during normal working hours.

END OF SECTION 017839
SECTION 024119 - SELECTIVE STRUCTURE DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Demolition and removal of selected portions of a building or structure.

1.3 DEFINITIONS

A. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and salvaged or removed and reinstalled.

B. Existing to Remain: Existing items of construction that are not to be permanently removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

1.4 MATERIALS OWNERSHIP

A. Unless otherwise indicated, demolition waste becomes property of Contractor.

B. Items indicated to be removed by Owner shall be retained by Owner for subsequent use elsewhere.

1.5 FIELD CONDITIONS

A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.

B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.

C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.

D. Hazardous Materials: Hazardous materials may be encountered in the Work.
1. If suspected hazardous materials are encountered, do not disturb; immediately notify Architect and Owner.
2. See specification Section 011000 and General Conditions.

E. Storage or sale of removed items or materials on-site is not permitted.

F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.

1. Maintain and protect underground, in-wall, and above ceiling plumbing and electrical during selective demolition operations.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

B. Standards: Comply with ANSI/ASSE A10.6 and NFPA 241.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that applicable utilities have been located, and disconnected and capped as applicable, before starting selective demolition operations.

B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.

C. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Architect.

D. Survey of Existing Conditions: Record existing conditions by use of preconstruction photographs.

3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.

1. Comply with requirements for existing services/systems interruptions specified in Division 01 Section "Summary."
B. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Where applicable, locate, identify, disconnect, and seal or cap off indicated utility services and systems serving areas to be selectively demolished.

3.3 PREPARATION

A. Temporary Shoring: Provide and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.

1. Strengthen or add new supports when required during progress of selective demolition.

B. Weather Protection: Provide and maintain suitable temporary weather protection at roof, wall, and building openings subject to partial or selective demolition. Weather protection shall include tarps, sheeting, plywood and / or temporary construction as applicable.

C. Building Egress: Consult with local fire jurisdiction regarding required building egress during selective demolition and subsequent construction activities.

3.4 SELECTIVE DEMOLITION, GENERAL

A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:

1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.
2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.
3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
5. Maintain adequate ventilation when using cutting torches.
6. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
7. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
8. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
9. Dispose of demolished items and materials promptly.
B. Existing Items to Remain: Protect construction indicated to remain and building spaces outside limits of construction against damage and soiling during selective demolition.

3.5 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

A. Roofs and Roofing: Remove roofing, auxiliary materials, and flashings as indicated and required.

B. Roof Sheathing: Remove roof sheathing where indicated on Drawings, and additional roof sheathing panels as directed by Contractor.

C. Fire Sprinkler Piping: Remove piping, couplings, and heads as indicated and required.

3.6 DISPOSAL OF DEMOLISHED MATERIALS

A. General: Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site and legally dispose.

1. Do not allow demolished materials to accumulate on-site.
2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

3.7 CLEANING

A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION 024119
SECTION 055000 - METAL FABRICATIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes the following:

1. Steel brackets
2. Guy wire stancions

B. Products furnished, but not installed, under this Section include the following:

1. Anchor bolts indicated to be cast into concrete or built into unit masonry.

1.3 SUBMITTALS

A. Shop Drawings: Show fabrication and installation details for metal fabrications.

1. Include plans, elevations, sections, and details of metal fabrications and their connections. Show anchorage and accessory items.
2. Provide templates for anchors and bolts specified for installation under other Sections.

B. Welding certificates.

1.4 QUALITY ASSURANCE

A. Welding: Qualify procedures and personnel according to the following American Welding Society (AWS) codes:

1. AWS D1.1, "Structural Welding Code--Steel."
2. AWS D1.3, "Structural Welding Code--Sheet Steel."

1.5 PROJECT CONDITIONS

A. Field Measurements: Verify actual locations of walls and other construction contiguous with metal fabrications by field measurements before fabrication and indicate measurements on Shop Drawings.
1. Established Dimensions: Where field measurements cannot be made without delaying the Work, establish dimensions and proceed with fabricating metal fabrications without field measurements. Coordinate wall and other contiguous construction to ensure that actual dimensions correspond to established dimensions.

2. Provide allowance for trimming and fitting at site.

1.6 COORDINATION

A. Coordinate installation of anchorages for metal fabrications. 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.

B. Coordinate installation of steel weld plates and angles for casting into concrete or building into masonry that are specified in this Section but required for work of another Section. Deliver such items to Project site in time for installation.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. In other Part 2 articles where titles below introduce lists, the following requirements apply to product selection:

1. Products: Subject to compliance with requirements, provide one of the products specified.
2. Manufacturers: Subject to compliance with requirements, provide products by one of the manufacturers specified.

B. Products by other manufacturers are subject to approval by the Architect prior to bidding.

2.2 METALS, GENERAL

A. Metal Surfaces, General: Provide materials with smooth, flat surfaces, unless otherwise indicated. For metal fabrications exposed to view in the completed Work, provide materials without seam marks, roller marks, rolled trade names, or blemishes.

2.3 FERROUS METALS

A. Steel Plates, Shapes, and Bars: ASTM A 36/A 36M.

B. Wide Flange Steel: ASTM A 992 / A 992M, Grade 50.

C. Steel Pipe: ASTM A 53/A 53M, Type F or Type S, standard weight (Schedule 40), unless another weight is indicated or required by structural loads.

D. Hollow Structural Sections: ASTM A 500, structural tubing.
2.4 FASTENERS

A. General: Unless otherwise indicated, provide Type 304 stainless-steel fasteners for exterior use and zinc-plated fasteners with coating complying with ASTM B 633, Class Fe/Zn 5, at other locations.

B. Steel Bolts and Nuts: Regular hexagon-head bolts, ASTM A 307, Grade A (ASTM F 568M, Property Class 4.6); with hex nuts, ASTM A 563 (ASTM A 563M); and, where indicated, flat washers.

C. Anchor Bolts: ASTM F 1554, Grade 36.
   1. Provide hot-dip or mechanically deposited, zinc-coated anchor bolts where item being fastened is indicated to be galvanized.

D. Eyebolts: ASTM A 489.


F. Lag Bolts: ASME B18.2.1 (ASME B18.2.3.8M).

G. Wood Screws: Flat head, ASME B18.6.1.


J. Cast-in-Place Anchors in Concrete: Anchors capable of sustaining, without failure, a load equal to four times the load imposed, as determined by testing according to ASTM E 488, conducted by a qualified independent testing agency.
   1. Threaded or wedge type; galvanized ferrous castings, either ASTM A 47/A 47M malleable iron or ASTM A 27/A 27M cast steel. Provide bolts, washers, and shims as needed, hot-dip galvanized per ASTM A 153/A 153M.

K. Expansion Anchors: Anchor bolt and sleeve assembly with capability to sustain, without failure, a load equal to six times the load imposed when installed in unit masonry and four times the load imposed when installed in concrete, as determined by testing according to ASTM E 488, conducted by a qualified independent testing agency.

2.5 MISCELLANEOUS MATERIALS

A. Welding Rods and Bare Electrodes: Select according to American Welding Society (AWS) specifications for metal alloy welded.
B. Shop Primers: Provide primers that comply with Division 09 painting Sections.

C. Bituminous Paint: Cold-applied asphalt emulsion complying with ASTM D 1187.


2.6 FABRICATION, GENERAL

A. Shop Assembly: Preassemble items in the shop to greatest extent possible. Disassemble units only as necessary for shipping and handling limitations. Use connections that maintain structural value of joined pieces. Clearly mark units for reassembly and coordinated installation.

B. Cut, drill, and punch metals cleanly and accurately. Remove burrs and ease edges to a radius of approximately 1/32 inch (1 mm), unless otherwise indicated. Remove sharp or rough areas on exposed surfaces.

C. Form bent-metal corners to smallest radius possible without causing grain separation or otherwise impairing work.

D. Form exposed work true to line and level with accurate angles and surfaces and straight edges.

E. Weld corners and seams continuously to comply with the following:

1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
2. Obtain fusion without undercut or overlap.
3. Remove welding flux immediately.
4. At exposed connections, finish exposed welds and surfaces smooth and blended so no roughness shows after finishing and contour of welded surface matches that of adjacent surface.

F. Form exposed connections with hairline joints, flush and smooth, using concealed fasteners where possible. Where exposed fasteners are required, use Phillips flat-head (countersunk) screws or bolts, unless otherwise indicated. Locate joints where least conspicuous.

G. Fabricate seams and other connections that will be exposed to weather in a manner to exclude water. Provide weep holes where water may accumulate.

H. Cut, reinforce, drill, and tap metal fabrications as indicated to receive finish hardware, screws, and similar items.

I. Provide for anchorage of type indicated; coordinate with supporting structure. Space anchoring devices to secure metal fabrications rigidly in place and to support indicated loads.

1. Where units are indicated to be cast into concrete or built into masonry, equip with integrally welded steel strap anchors, 1/8 by 1-1/2 inches (3.2 by 38 mm), with a minimum 6-inch (150-mm) embedment and 2-inch (50-mm) hook, not less than 8 inches
(200 mm) from ends and corners of units and 24 inches (600 mm) o.c., unless otherwise indicated.

2.7 MISCELLANEOUS FRAMING AND SUPPORTS

A. General: Provide steel framing and supports not specified in other Sections as needed to complete the Work.

B. Fabricate units from steel shapes, plates, and bars of welded construction, unless otherwise indicated. Fabricate to sizes, shapes, and profiles indicated and as necessary to receive adjacent construction retained by framing and supports. Cut, drill, and tap units to receive hardware, hangers, and similar items.

1. Fabricate units from slotted channel framing where indicated.
2. Furnish inserts if units are installed after concrete is placed.

C. Prime miscellaneous framing and supports with zinc-rich primer except where galvanizing is indicated.

2.8 FINISHES, GENERAL

A. Comply with National Association of Architectural Metal Manufacturer’s (NAAMM) "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.

B. Finish metal fabrications after assembly.

2.9 STEEL AND IRON FINISHES

A. Preparation for Shop Priming: Prepare uncoated ferrous-metal surfaces to comply with minimum requirements indicated below for the Society for Protective Coatings (SSPC) surface preparation specifications and environmental exposure conditions of installed metal fabrications:

2. Interiors (SSPC Zone 1A): SSPC-SP 3, "Power Tool Cleaning."

B. Shop Priming: Apply shop primer to uncoated surfaces of metal fabrications, except those with galvanized finishes and those to be embedded in concrete, sprayed-on fireproofing, or masonry, unless otherwise indicated. Comply with SSPC-PA 1, "Paint Application Specification No. 1: Shop, Field, and Maintenance Painting of Steel," for shop painting.

1. Stripe paint corners, crevices, bolts, welds, and sharp edges.
PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Cutting, Fitting, and Placement: Perform cutting, drilling, and fitting required for installing metal fabrications. Set metal fabrications accurately in location, alignment, and elevation; with edges and surfaces level, plumb, true, and free of rack; and measured from established lines and levels.

B. Fit exposed connections accurately together to form hairline joints. Weld connections that are not to be left as exposed joints but cannot be shop welded because of shipping size limitations. Do not weld, cut, or abrade surfaces of exterior units that have been hot-dip galvanized after fabrication and are for bolted or screwed field connections.

C. Field Welding: Comply with the following requirements:

1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
2. Obtain fusion without undercut or overlap.
3. Remove welding flux immediately.
4. At exposed connections, finish exposed welds and surfaces smooth and blended so no roughness shows after finishing and contour of welded surface matches that of adjacent surface.

D. Fastening to In-Place Construction: Provide anchorage devices and fasteners where metal fabrications are required to be fastened to in-place construction. Provide threaded fasteners for use with concrete and masonry inserts, toggle bolts, through bolts, lag bolts, wood screws, and other connectors.

E. Provide temporary bracing or anchors in formwork for items that are to be built into concrete, masonry, or similar construction.

3.2 ADJUSTING AND CLEANING

A. Touchup Painting: Immediately after erection, clean field welds, bolted connections, and abraded areas. Paint uncoated and abraded areas with the same material as used for shop painting to comply with SSPC-PA 1 for touching up shop-painted surfaces.

1. Apply by brush or spray to provide a minimum 2.0-mil (0.05-mm) dry film thickness.

END OF SECTION 055000
SECTION 061000 - ROUGH CARPENTRY

PART 1 - GENERAL

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

1.2 SUMMARY
A. This Section covers incidental rough carpentry including but not necessarily limited to the following:
   1. Miscellaneous dimensional lumber rough framing.
   2. Wood blocking and backing.
   3. Roof sheathing and miscellaneous sheathing.
   4. Fasteners and hangers.

1.3 DEFINITIONS
A. Dimension Lumber: Lumber of 2 inches nominal (38 mm actual) or greater but less than 5 inches nominal (114 mm actual) in least dimension.
B. Lumber grading agencies, and the abbreviations used to reference them, include the following:
   1. WWPA: Western Wood Products Association.

1.4 SUBMITTALS
A. Product Data: For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application details.
   1. Include data for wood-preservative treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Indicate type of preservative used and net amount of preservative retained.
B. Research/Evaluation Reports: For the following, showing compliance with building code in effect for Project:
   1. Wood-preservative-treated wood, if required.
PART 2 - PRODUCTS

2.1 WOOD PRODUCTS, GENERAL

A. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, provide lumber that complies with the applicable rules of any rules-writing agency certified by the ALSC Board of Review. Provide lumber graded by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.

1. Factory mark each piece of lumber with grade stamp of grading agency.
2. Where nominal sizes are indicated, provide actual sizes required by DOC PS 20 for moisture content specified. Where actual sizes are indicated, they are minimum dressed sizes for dry lumber.
3. Provide dressed lumber, S4S, unless otherwise indicated.

2.2 WOOD-PRESERVATIVE-TREATED LUMBER


1. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium.

B. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent. Do not use material that is warped or does not comply with requirements for untreated material.

C. Mark lumber with treatment quality mark of an inspection agency approved by the American Lumber Standards Committee (ALSC) Board of Review.

D. Application: Treat items indicated on Drawings as “WPT.”

2.3 PRESERVATIVE WOOD TREATMENT BY PRESSURE PROCESS

A. General: Where lumber is indicated as preservative-treated wood or is specified herein to be treated, comply with applicable requirements of AWPA Standards C2 (Lumber). Mark each treated item with the AWPB or SPIB Quality Mark Requirements.

B. Pressure-treat above-ground items with water-borne preservatives to a minimum retention of 0.25 pcf. For interior uses, after treatment, kiln-dry lumber to a maximum moisture content of 19 percent. Treat indicated items.

1. All wood members in direct contact with concrete or masonry shall be pressure treated as specified herein.
2.4 DIMENSION LUMBER

A. For non-structural light framing (2” to 4” thick, 2 to 8” wide) including non load bearing plates, blocking, backing, etc.

1. No. 2 and better
   a. Douglas Fir and Douglas Fir-Larch graded under WWPA or WCLIB rules.

B. Moisture content following kiln drying shall not exceed 19 percent.

2.5 SHEATHING

A. Plywood Roof Sheathing: Exterior, Exposure 1, APA Rated sheathing, C-D plugged or better.

2. Nominal Thickness: 5/8” inch (22.2 mm). Verify and match existing sheathing actual thickness.
3. Edge Condition: Square.

B. Miscellaneous Plywood Sheathing: Exterior, Exposure 1, C-D plugged or better.

1. Nominal Thickness: Not less than 3/8”.
2. Edge Condition: Square.

2.6 FASTENERS

A. General: Provide fasteners of size and type indicated that comply with requirements specified in this Article for material and manufacture.

1. Where rough carpentry is exposed to weather, in ground contact, pressure-preservative treated, or in area of high relative humidity, provide fasteners with hot-dip zinc coating complying with ASTM A 153/A 153M.

B. Nails, Brads, and Staples: ASTM F 1667.


E. Lag Bolts: ASME B18.2.1 (ASME B18.2.3.8M).

F. Expansion Anchors: Anchor bolt and sleeve assembly of material indicated below with capability to sustain, without failure, a load equal to 6 times the load imposed when installed in unit masonry assemblies and equal to 4 times the load imposed when installed in concrete as determined by testing per ASTM E 488 conducted by a qualified independent testing and inspecting agency.

G. Fastening Requirements: Fastener types, sizes, and spacings shall be as specified on Drawings and per requirements of the 2012 International Building Code.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Set rough carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit rough carpentry to other construction; scribe and cope as needed for accurate fit. Locate blocking, backing, plates, nailers and similar supports to comply with requirements for attaching other construction.

B. Provide blocking, backing, plates, and nailers as indicated and as required to support facing materials, fixtures, specialty items, trim, and other items as indicated.

C. Sort and select lumber so that natural characteristics will not interfere with installation or with fastening other materials to lumber. Do not use materials with defects that interfere with function of member or pieces that are too small to use with minimum number of joints or optimum joint arrangement.

D. Comply with AWPA M4 for applying field treatment to cut surfaces of preservative-treated lumber.

1. Use copper naphthenate.

E. Securely attach rough carpentry work to substrate by anchoring and fastening as indicated on Drawings and as required by the 2012 Edition of the IBC.

3.2 WOOD GROUNDS, NAILERS, BLOCKING, AND SLEEPERS

A. Install wood grounds, nailers, blocking, and sleepers where shown and where required for screeding or attachment of other work. Form to shapes as shown and cut as required for true line and level of work to be attached. Coordinate location with other work involved.

B. Attach to substrates as required to support applied loading. Countersink bolts and nuts flush with surfaces, where indicated. Provide washers at all nuts.

C. Use preservative treated lumber for all members in direct contact with concrete or masonry, regardless of whether sill sealer gasket is used. Ledgers and studs attached to CMU walls may be separated with building paper if preservative treated lumber of type and size indicated is not available.
3.3. WOOD FRAMING, GENERAL

B. Anchor and nail as shown, and to comply with the most restrictive provisions of the following:
3. Published requirements of manufacturers of engineered framing members, proprietary sheathing products, and metal framing anchors.

C. Do not splice structural members between supports.

3.4. WOOD STRUCTURAL PANEL INSTALLATION

B. Fastening Methods: Fasten panels as indicated below:
1. Roof Sheathing:
   a. Nail to wood trusses and related roof framing.
   b. Space panels 1/8 inch (3 mm) apart at edges and ends.
   c. Refer to notes on the Drawings for nail type, size, and spacing.
   d. Install roof sheathing with ply clips at unsupported edges.

END OF SECTION 061000
SECTION 074113 - METAL ROOF PANELS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Standing-seam metal roof panels.
2. Underlayment materials.
3. Other components of metal roof panel system.
4. Snow guards.

1.3 DEFINITIONS

A. Metal Roof Panel Assembly: Metal roof panels, attachment system components, miscellaneous metal framing, thermal insulation, and accessories necessary for a complete weathertight roofing system.

1.4 PERFORMANCE REQUIREMENTS

A. General Performance: Metal roof panels shall comply with performance requirements without failure due to defective manufacture, fabrication, installation, or other defects in construction.

B. Delegated Design: Design metal roof panel assembly, including comprehensive engineering analysis by a qualified professional engineer currently licensed to practice structural engineering in the State of Idaho, using performance requirements and design criteria indicated, is the responsibility of the roof panel manufacturer.

C. Air Infiltration: Air leakage through assembly of not more than 0.06 cfm/sq. ft. of roof area when tested according to ASTM E 1680 at the following test-pressure difference:


D. Water Penetration: No water penetration when tested according to ASTM E 1646 as follows:

1. Test-Pressure Difference: 12 lbf/sq. ft.

E. Wind-Uplift Resistance: Provide metal roof panel assemblies that comply with the following:

1. The determination of required wind uplift resistance and panel attachments shall be the responsibility of the roof panel manufacturer, including comprehensive engineering analysis per Paragraph 1.4.B. above.
2. Wind uplift calculations shall conform to American Society of Civil Engineers (ASCE) ASCE 7-02. System attachment calculations shall be based on such wind uplift calculations and on component / system test results per ASTM E 1592.

F. Structural Performance: Provide metal roof panel assemblies capable of withstanding the effects of gravity loads and the following loads and stresses within limits and under conditions indicated, based on testing according to ASTM E 1592:

1. Wind Loads: Determine loads according to ASCE 7-02.
2. Roof Snow Loads: 30 lb./sq. ft.

G. Thermal Movements: Allow for unlimited thermal movements resulting from ambient and surface temperature changes. Base calculations on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.

1. Temperature Change (Range): 120 degrees F, ambient; 180 degrees F, material surfaces.

1.5 SUBMITTALS

A. Product Data: For each type of product indicated. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for each type of roof panel and accessory.

B. Shop Drawings: Show fabrication and installation layouts of metal roof panels; details of edge conditions, side-seam and endlap joints, panel profiles, corners, all anchorages, trim, flashings, counter flashings, reglets, coping, penetrations, curb flashings, closures, and accessories; and special details including hip and valley details. Distinguish between factory and field-assembled work.

1. Shop drawings shall be prepared by, and shall carry the seal of, a professional engineer currently licensed to practice structural engineering in the State of Idaho.
2. Shop drawings shall include complete roof plans indicating exact locations of all panel clips, anchors, etc.
3. Shop drawings shall completely detail the following:
   a. All miscellaneous metal framing required. All attachments of such framing shall be indicated.
   b. All roofing system clips, anchors, etc., together with bearing plates and all fasteners, shall be indicated.
   c. All edge and upper edge attachments shall be fully detailed, including structural attachments and fasteners required to resist drag loads.
   d. All roof edge and eave attachments shall be fully detailed.
   e. All roof edge, upper edge, edge and eave flashing details.
   f. All curb and other penetration flashings.
   g. All other components of the roofing system.

4. Shop drawings shall be specific to the conditions encountered for this project. Shop drawings which rely solely on standard details will be returned without action. Refer to the Drawings for substrates to which metal roof panel system is attached.
C. Structural Calculations: Provide complete structural calculations for the roofing system prepared by, and carrying the seal of, a professional engineer currently licensed to practice structural engineering in the State of Idaho. Such structural calculations shall include calculations necessary to support all conditions indicated on the system Shop Drawings. Structural calculations shall be based on the requirements of Paragraph 1.4 above. Such calculations shall include thermal expansion/contraction calculations.

D. Samples for Selections: For each type of metal roof panel indicated with factory-applied color finishes.

E. Manufacturer Certificates: Signed by manufacturer certifying that roof panels comply with performance requirements specified in "Performance Requirements" Article.
   1. Submit evidence of meeting performance requirements.

F. Qualification Data: For qualified installer and professional engineer.

G. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, for each product.

H. Warranties: Samples of warranties.

1.6 QUALITY ASSURANCE

A. Installer Qualifications: An employer of workers trained and approved by manufacturer.

B. Testing Agency Qualifications: The testing agency utilized by the metal roof panel manufacturer to determine its system performance shall be qualified according to ASTM E 329 for testing indicated.

C. Source Limitations: Obtain each type of metal roof panels from single source from single manufacturer.

D. All roof panels shall be continuous from eave to ridge. On site panel fabrication is required. Such fabrication shall be done using roof panel manufacturer owned portable, plant quality equipment operated by factory trained personnel.

E. Mockups: Build mockups to verify selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for fabrication and installation.
   1. Build mockup of typical roof field area, including anchors, insulation, steel deck, and other components. Build mockup of typical ridge, typical upper ridge and typical valley, including engineered anchoring requirements. Build markup of typical curb flashing.
   2. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.

F. Preinstallation Conference: Conduct conference at the project site immediately prior to beginning roof panel installation.
1. Meet with Contractor, Architect, the Owner’s inspecting agency representative (optional), metal roof panel Installer and metal roof panel manufacturer's authorized technical representative.

2. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.

3. Review methods and procedures related to metal roof panel installation, including manufacturer's written instructions.

4. Examine deck substrate conditions for compliance with requirements, including flatness and attachment to structural members.

5. Review structural loading limitations of deck during and after roofing.

6. Review flashings, special roof details, roof drainage, roof penetrations, equipment curbs, and condition of other construction that will affect metal roof panels.


8. Review governing regulations and requirements for insurance, certificates, and testing and inspecting if applicable.

9. Review temporary protection requirements for metal roof panel assembly during and after installation.

10. Review roof observation and repair procedures after metal roof panel installation.

11. Document proceedings, including corrective measures and actions required, and furnish copy of record to each participant.

12. The contractor shall remove portions of any previously installed roof assemblies below the metal roof panels, sufficient to allow verification of proper installation and to replace such assemblies following inspections.

G. Inspections and Reports by Technical Representative

1. The roof panel manufacturer’s technical representative shall make field inspections of the roofing work in progress as required to allow specified warranties to be issued. Such technical representative shall submit reports of inspections to the parties named in Paragraph 1.6.F.1. above. Such reports shall include reports of observations, instructions given, remedial action required, and a statement that the work is or is not done in a manner that will allow required warranties to be issued.

2. The roof panel manufacturer’s technical representative shall inform the Architect at least three days in advance of his scheduled inspections.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Deliver components, sheets, metal roof panels, and other manufactured items so as not to be damaged or deformed. Package metal roof panels for protection during transportation and handling.

B. Unload, store, and erect metal roof panels in a manner to prevent bending, warping, twisting, and surface damage.

C. Stack metal roof panels on platforms or pallets, covered with suitable weathertight and ventilated covering. Store metal roof panels to ensure dryness. Do not store metal roof panels in contact with other materials that might cause staining, denting, or other surface damage.

D. Protect strippable protective covering on metal roof panels from exposure to sunlight and high humidity, except to extent necessary for period of metal roof panel installation.
1.8 PROJECT CONDITIONS

A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit metal roof panel work to be performed according to manufacturer's written instructions and warranty requirements.

B. Field Measurements: Verify actual dimensions of construction contiguous with metal roof panels by field measurements before fabrication.

1.9 COORDINATION

A. Coordinate sizes and locations of roof curbs, equipment supports, and roof penetrations with actual equipment provided.

B. Coordinate metal roof panels with rain drainage work, flashing, trim, and construction of decks, parapets, walls, and other adjoining work to provide a leakproof, secure, and noncorrosive installation.

1.10 WARRANTIES

A. Special Warranty on Panel Finishes: Provide the metal roof panel manufacturer's written warranty in which manufacturer agrees to repair finish or replace metal roof panels that show evidence of deterioration of factory-applied finishes within specified warranty period.

1. Exposed Panel Finish: Deterioration includes, but is not limited to, the following:
   a. Color fading more than 5 Hunter units when tested according to ASTM D 2244.
   b. Chalking in excess of a No. 8 rating when tested according to ASTM D 4214.
   c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.

2. Finish Warranty Period: 20 years from date of Substantial Completion.
3. Provide two copies with original signatures.

B. Special Weathertightness Warranty: Provide the metal roof panel manufacturer's written warranty in which manufacturer agrees to repair or replace metal roof panel assemblies that fail to remain weathertight, including leaks, within specified warranty period, at no additional cost to the Owner.

1. Weathertight Warranty Period: 20 years from date of Substantial Completion.
2. Provide two copies with original signatures.

C. Special Project Warranty: Submit roofing Installer’s warranty, on warranty form included in Project Manual following this Section, signed by Installer, covering the Work of this Section, including weathertightness and all components of metal panel roofing system for the following warranty period:

1. Warranty Period: Three years from date of Substantial Completion.
2. Provide two copies with original signatures.
PART 2 - PRODUCTS

2.1 PANEL MATERIALS

A. Metallic-Coated Steel Sheet: Restricted flatness steel sheet metallic coated by the hot-dip process and prepainted by the coil-coating process to comply with ASTM A 755/A 755M.

1. Aluminum-Zinc Alloy-Coated Steel Sheet: ASTM A 792/A 792M, structural quality.
2. Surface: Smooth flat finish.
3. Exposed Coil-Coated Finish:
   a. Metallic or Metallescent Fluoropolymer: AAMA 621. with coat fluoropolymer finish containing not less than 70 percent PVDF resin by weight in both color coat and clear topcoat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
4. Concealed Finish: Apply pretreatment and manufacturer's standard acrylic or polyester backer finish, consisting of prime coat and wash coat with a minimum total dry film thickness of 0.5 mil (0.013 mm).

B. Panel Sealants:

1. Butyl-Rubber-Based, Solvent-Release Sealant: ASTM C 1311, and as recommended in writing by roof panel manufacturer.

2.2 UNDERLAYMENT MATERIALS

A. Self-Adhering, High-Temperature Sheet: 30 to 40 mils (0.76 to 1.0 mm) thick minimum, consisting of slip-resisting, polyethylene-film top surface laminated to layer of butyl or SBS-modified asphalt adhesive, with release-paper backing; cold applied. Provide primer when recommended by underlayment manufacturer.

3. Low-Temperature Flexibility: Passes after testing at minus 20 deg F (29 deg C); ASTM D 1970.
4. Products: Subject to compliance with requirements, provide one of the following:
5. Products by other manufacturers are subject to approval by Architect prior to bidding.

2.3 MISCELLANEOUS MATERIALS

A. Panel Fasteners: Self-tapping screws, bolts, nuts, self-locking rivets and bolts, end-welded studs, and other suitable fasteners designed to withstand design loads. Provide exposed fasteners with heads matching color of metal roof panels by means of plastic caps or factory-applied coating. Provide EPDM, PVC, or neoprene sealing washers.
2.4 STANDING-SEAM METAL ROOF PANELS

A. General: Provide factory-formed metal roof panels designed to be installed by lapping and interconnecting raised side edges of adjacent panels with joint type indicated and mechanically attaching panels to supports using concealed clips in side laps. Include clips, cleats, pressure plates, and accessories required for weathertight installation.

B. Vertical-Rib, Seamed-Joint, Standing-Seam Metal Roof Panels: Formed with vertical ribs at panel edges and intermediate stiffening ribs symmetrically spaced between ribs; designed for installation by mechanically attaching panels to supports using concealed cleats located under panels and mechanically seaming panels together, with or without seam covers

1. Basis-of-Design Metal Roof Panel System: Subject to compliance with requirements, provide the following:
   a. Berridge, Zee-Lock panel system with continuous in seam cleats and continuous factory applied in seam weather seal.

2. Metal roofing systems y other manufacturers are subject to approval prior to bidding.

3. Material: Coated steel sheet per paragraph 2.1.A Above, 24 ga. nominal thickness.
   b. Color: As selected by Architect from any of manufacturer’s available colors (not metallic).
   c. Panel Width: 1’-4” panel coverage.
   d. Standing Seam Height: 2 inches, minimum.
   e. Anchor Cleats: Manufacturer’s continuous cleats designed to accomodate thermal movement indicated by structural calculations (verification required).
   f. Sealant: In seam continuous gasket, factory applied.

2.5 ACCESSORIES

A. Roof Panel Accessories: Provide components approved by roof panel manufacturer and as required for a complete metal roof panel assembly including trim, copings, fasciae, corner units, ridge closures, clips, flashings, sealants, gaskets, fillers, closure strips, and similar items. Match material and finish of metal roof panels unless otherwise indicated.

1. Closures: Provide closures at eaves and ridges, fabricated of same metal as metal roof panels.

2. Closure Strips: Closed-cell, expanded, cellular, rubber or crosslinked, polyolefin-foam or closed-cell laminated polyethylene; minimum 1-inch- (25-mm-) thick, flexible closure strips; cut or premolded to match metal roof panel profile. Provide closure strips where indicated or necessary to ensure weathertight construction.
3. Backing Plates: Provide metal backing plates at panel end splices, fabricated from material recommended by manufacturer.

B. Flashing and Trim: Refer to Division 07 Specifications Section – “Sheet Metal Flashing and Trim”.

2.6 FABRICATION

A. Fabricate and finish metal roof panels and accessories by manufacturer's standard procedures and processes and as necessary to fulfill indicated performance requirements. Comply with indicated profiles and with dimensional and structural requirements.

B. Provide panel profile, including major ribs and intermediate stiffening ribs, if any, for full length of panel.

C. Fabricate metal roof panel side laps with factory-installed captive gaskets that provide a tight seal and prevent metal-to-metal contact, in a manner that will seal weathertight and minimize noise from movements within panel assembly.

2.7 FINISHES

A. Comply with National Association of Architectural Metal Manufacturers’ "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.

B. Protect mechanical and painted finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.

C. Appearance of Finished Work: Noticeable variations in same piece are not acceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances, metal roof panel supports, and other conditions affecting performance of the Work.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Clean substrates of substances harmful to insulation, including removing projections capable of interfering with insulation attachment.
3.3 UNDERLAYMENT INSTALLATION

A. Self-Adhering Sheet Underlayment: Apply primer if required by manufacturer. Comply with temperature restrictions of underlayment manufacturer for installation. Apply at locations indicated on Drawings, wrinkle free, in shingle fashion to shed water, with 3 inch side laps and with end laps of not less than 6 inches (150 mm) staggered 24 inches (600 mm) between courses. Overlap side edges not less than 3-1/2 inches (90 mm). Roll laps with roller. Cover underlayment within 14 days.

3.4 METAL ROOF PANEL INSTALLATION, GENERAL

A. Provide metal roof panels of full length from eave to ridge or upper edge.

B. Thermal Movement. Rigidly fasten metal roof panels to structure at ridges. Allow remainder of panel to move freely for unlimited thermal expansion and contraction. Predrill panels for fasteners.

1. Fasten metal roof panels in accordance with manufacturer’s engineered shop drawings supported by engineer’s calculations.
2. Avoid attaching accessories through roof panels in a manner that will inhibit thermal movement.

C. Install metal roof panels as follows:

1. Install roof panel system in accordance with manufacturer’s printed instructions and approved shop drawings with field mechanical seaming.
2. Field cutting of metal panels by torch is not permitted.
3. End Splices: Not permitted

D. Fasteners:

1. Steel Roof Panels: Use stainless-steel fasteners for surfaces exposed to the exterior and galvanized-steel fasteners for surfaces exposed to the interior.
2. Sizes and spacings of fasteners shall conform to roof panel manufacturer’s engineered shop drawings and details. Retain first paragraph below for metal panel systems that anchor to substrates with a clip system.

E. Anchor Cleats: Anchor metal roof panels and other components of the Work securely in place, using manufacturer's approved fasteners and continuous in seam cleats according to manufacturers' written instructions.

F. Joint Sealers: Install gaskets, joint fillers, and sealants where indicated and where required for weatherproof performance of metal roof panel assemblies. Provide types of gaskets, fillers, and sealants indicated or, if not indicated, types recommended by metal roof panel manufacturer.
3.5 METAL ROOF PANEL INSTALLATION

A. Standing-Seam Metal Roof Panels: Fasten metal roof panels to supports with concealed clips at each standing-seam joint at location, spacing, and with fasteners recommended by manufacturer and in accordance with roof panel manufacturer’s engineered shop drawings and details.

1. Install cleats to supports with self-tapping fasteners.
2. Field Seaming: Fully interlock seam system, including gaskets, and mechanically seam joints full length of panels in accordance with manufacturer’s printed instructions.

3.6 ACCESSORY INSTALLATION

A. General: Install accessories with positive anchorage to building and weathertight mounting and provide for thermal expansion. Coordinate installation with flashings and other components.

1. Install components required for a complete metal roof panel assembly including trim, copings, ridge closures, seam covers, flashings, sealants, gaskets, fillers, closure strips, pipe boots, and similar items.

B. Curb flashings provide curb flashings at all locations of mechanical equipment indicated on mechanical drawings. Install flashing around bases where they meet metal roof panels.

C. Pipe Flashing: Form flashing around pipe penetration and metal roof panels. Fasten and seal to metal roof panels as recommended by manufacturer.

3.7 FIELD QUALITY CONTROL

A. Manufacturer’s Field Service: Engage a factory-authorized technical representative to inspect metal roof panel installation, including accessories, during roofing installation as required to qualify the roofing assemblies for required warranties. Report results in writing.

D. Remove and replace applications of metal roof panels where inspections indicate that they do not comply with specified requirements.

E. Additional inspections, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.

3.8 CLEANING

A. Remove temporary protective coverings and strippable films, if any, as metal roof panels are installed unless otherwise indicated in manufacturer's written installation instructions. On completion of metal roof panel installation, clean finished surfaces as recommended by metal
roof panel manufacturer. Maintain in a clean condition during construction.

B. Replace metal roof panels that have been damaged or have deteriorated beyond successful repair. Repair minor scratches, etc., by finish touchup or similar minor repair procedures.

END OF SECTION 074113
SECTION 076200 - SHEET METAL FLASHING AND TRIM

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

1. Manufactured Products:
   a. Manufactured reglets, cleats, and counterflashings (as required).

2. Formed Products:
   a. Formed flashings and other sheet metal fabrications.

1.3 PERFORMANCE REQUIREMENTS

A. General: Sheet metal flashing and trim assemblies as indicated shall withstand wind loads, structural movement, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Completed sheet metal flashing and trim shall not rattle, leak, or loosen, and shall remain watertight.

B. Thermal Movements: Provide sheet metal flashing and trim that allows for thermal movements from ambient and surface temperature changes.

   1. Temperature Change (Range): 120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces.

1.4 SUBMITTALS

A. Product Data: For each type of product indicated. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for each manufactured product and accessory, including prefinished metal materials.

B. Samples for Selection: For each type of sheet metal flashing, trim, and accessory indicated with factory-applied color finishes involving color selection, 3” x 5” size samples of requested colors.

C. Qualification Data: For qualified fabricator.
1.5 QUALITY ASSURANCE

A. Fabricator Qualifications: Shop that employs skilled workers who custom fabricate sheet metal flashing and trim similar to that required for this Project and whose products have a record of successful in-service performance.

B. Sheet Metal Flashing and Trim Standard: Comply with Sheet Metal and Air Conditioning Contractors National Association’s (SMACNA) "Architectural Sheet Metal Manual" unless more stringent requirements are specified or shown on Drawings.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Do not store sheet metal flashing and trim materials in contact with other materials that might cause staining, denting, or other surface damage. Store sheet metal flashing and trim materials away from uncured concrete and masonry.

B. Protect strippable protective covering on sheet metal flashing and trim from exposure to sunlight and high humidity, except to the extent necessary for the period of sheet metal flashing and trim installation.

1.7 WARRANTY

A. Special Warranty on Finishes: Manufacturer's standard form in which manufacturer agrees to repair finish or replace sheet metal flashing and trim that shows evidence of deterioration of factory-applied finishes within specified warranty period.

1. Exposed Panel Finish: Deterioration includes, but is not limited to, the following:
   a. Color fading more than 5 Hunter units when tested according to ASTM D 2244.
   b. Chalking in excess of a No. 8 rating when tested according to ASTM D 4214.
   c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.

2. Finish Warranty Period: 20 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 SHEET METALS

A. General: Protect mechanical and other finishes on exposed surfaces from damage by applying a strippable, temporary protective film before shipping.

B. Metallic-Coated Steel Sheet: Restricted flatness steel sheet, metallic coated by the hot-dip process and prepainted by the coil-coating process to comply with ASTM A 755/A 755M.

1. Zinc-Coated (Galvanized) Steel Sheet: ASTM A 653/A 653M, G90 (Z275) coating designation; structural quality.
2. Aluminum-Zinc Alloy-Coated Steel Sheet: ASTM A 792/A 792M, Class AZ50 coating designation, Grade 40 (Class AZM150 coating designation, Grade 275); structural quality.

3. Surface: Smooth, flat

4. Exposed Coil-Coated Finish: (Prefinished Steel):
   a. Two-Coat Fluoropolymer: AAMA 621. Fluoropolymer finish containing not less than 70 percent PVDF resin by weight in color coat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions, or
   b. Three-Coat Fluoropolymer: AAMA 621. Fluoropolymer finish containing not less than 70 percent PVDF resin by weight in both color coat and clear topcoat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.

5. Color for prefinished steel: Color shall be selected by Architect from manufacturer's standards.

2.2 MISCELLANEOUS MATERIALS

A. General: Provide materials and types of fasteners, solder, welding rods, protective coatings, separators, sealants, and other miscellaneous items as required for complete sheet metal flashing and trim installation and recommended by manufacturer of primary sheet metal or manufactured item unless otherwise indicated.

B. Fasteners: Wood screws, annular threaded nails, self-tapping screws, self-locking rivets and bolts, and other suitable fasteners designed to withstand design loads and recommended by manufacturer of primary sheet metal or manufactured item.

1. General: Blind fasteners or self-drilling screws, gasketed, with hex-washer head.
   a. Exposed Fasteners: Heads matching color of sheet metal using plastic caps or factory-applied coating.
   b. Blind Fasteners: High-strength aluminum or stainless-steel rivets suitable for metal being fastened.

2. Fasteners for Zinc-Coated (Galvanized) or Aluminum-Zinc Alloy-Coated Steel Sheet: Hot-dip galvanized steel according to ASTM A153/A 153M or ASTM F 2329 or Series 300 stainless steel.

C. Solder:

1. For Zinc-Coated (Galvanized) Steel: ASTM B 32, Grade Sn50, 50 percent tin and 50 percent lead or Grade Sn60, 60 percent tin and 40 percent lead.

D. Sealant Tape: Pressure-sensitive, 100 percent solids, gray polyisobutylene compound sealant tape with release-paper backing. Provide permanently elastic, nonsag, nontoxic, nonstaining tape 1/2 inch (13 mm) wide and 1/8 inch (3 mm) thick.
E. Elastomeric Sealant: ASTM C 920, elastomeric polyurethane polymer sealant; low modulus; of
type, grade, class, and use classifications required to seal joints in sheet metal flashing and trim
and remain watertight.

F. Butyl Sealant: ASTM C 1311, single-component, solvent-release butyl rubber sealant;
polyisobutylene plasticized; heavy bodied for hooked-type expansion joints with limited
movement.

G. Bituminous Coating: Cold-applied asphalt emulsion complying with ASTM D 1187.


2.3 FABRICATION, GENERAL

A. General: Custom fabricate sheet metal flashing, trim, and roof drainage items to comply with
recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply and to design,
dimensions, geometry, metal thickness, and other characteristics of item indicated on the
Drawings. Fabricate items at the shop to greatest extent possible.

1. Fabricate sheet metal flashing and trim in thickness or weight needed to comply with
performance requirements, but not less than that indicated for each application.
2. Obtain field measurements for accurate fit before shop fabrication.
3. Form sheet metal flashing and trim without excessive oil canning, buckling, and tool marks and true to line and levels indicated, with exposed edges folded back to form hems.
4. Conceal fasteners and expansion provisions where possible. Exposed fasteners are not
allowed on faces exposed to view.

B. Fabrication Tolerances: Fabricate sheet metal flashing and trim that is capable of installation to
a tolerance of 1/4 inch in 20 feet (6 mm in 6 m) on slope and location lines as indicated and
within 1/8-inch (3-mm) offset of adjoining faces and of alignment of matching profiles.

C. Sealed Joints: Form nonexpansion but movable joints in metal to accommodate elastomeric
sealant.

D. Expansion Provisions: Where lapped expansion provisions cannot be used, form expansion
joints of intermeshing hooked flanges, not less than 1 inch (25 mm) deep, filled with butyl
sealant concealed within joints. Cover gutter joints and gutter ends with single piece of uncured
EPDM material fully adhered to bottom and sides of gutter.

E. Fabricate cleats and attachment devices from same material as accessory being anchored or
from compatible, noncorrosive metal.

F. Seams: Fabricate nonmoving seams in prefinished steel sheet with flat-lock seams. Form
seams and seal with elastomeric sealant unless otherwise recommended by sealant manufacturer
for intended use. Rivet joints where necessary for strength. Cover gutter joints and gutter ends
with single piece of uncured EPDM material fully adhered to bottom and sides of gutter.

G. Do not use graphite pencils to mark metal surfaces.
PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with Installer present, to verify actual locations, dimensions and other conditions affecting performance of the Work.

1. Verify compliance with requirements for installation tolerances of substrates.
2. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and securely anchored.

B. For the record, prepare written report, endorsed by Installer, listing conditions detrimental to performance of the Work.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION, GENERAL

A. General: Anchor sheet metal flashing and trim and other components of the Work securely in place, with provisions for thermal and structural movement. Use fasteners, solder, welding rods, protective coatings, separators, sealants, and other miscellaneous items as required to complete sheet metal flashing and trim system.

1. Install sheet metal flashing and trim true to line and levels indicated. Provide uniform, neat seams with minimum exposure of solder, welds, and sealant.
2. Install sheet metal flashing and trim to fit substrates and to result in watertight performance. Verify shapes and dimensions of surfaces to be covered before fabricating sheet metal.
3. Install exposed sheet metal flashing and trim without excessive oil canning, buckling, and tool marks.
4. Install sealant tape where indicated.
5. Torch cutting of sheet metal flashing and trim is not permitted.
6. Do not use graphite pencils to mark metal surfaces.

B. Metal Protection: Where dissimilar metals will contact each other or corrosive substrates, protect against galvanic action by painting contact surfaces with bituminous coating or by other permanent separation as recommended by SMACNA.

1. Underlayment: Where installing metal flashing directly on cementitious or wood substrates, install a course of felt underlayment and cover with a slip sheet.

C. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim. Space movement joints at a maximum of 10 feet (3 m) with no joints allowed within 24 inches (600 mm) of corner or intersection. Where lapped expansion provisions cannot be used or would not be sufficiently watertight, form expansion joints of intermeshing hooked flanges, not less than 1 inch (25 mm) deep, filled with sealant concealed within joints.
D. Seal joints as shown and as required for watertight construction at gutters, seal with uncured EPDM fully adhered to inside surfaces.

E. Soldered Joints: Clean surfaces to be soldered, removing oils and foreign matter. Pre-tin edges of sheets to be soldered to a width of 1-1/2 inches (38 mm), except reduce pre-tinning where pre-tinned surface would show in completed Work.

F. Rivets: Rivet joints where indicated and where necessary for strength.

3.3 ERECTION TOLERANCES

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

3.4 CLEANING AND PROTECTION

A. Clean exposed metal surfaces of substances that interfere with uniform oxidation and weathering.

B. Clean and neutralize flux materials. Clean off excess solder.

C. Clean off excess sealants.

D. Remove temporary protective coverings and strippable films as sheet metal flashing and trim are installed unless otherwise indicated in manufacturer's written installation instructions. On completion of installation, remove unused materials and clean finished surfaces. Maintain in a clean condition during construction.

E. Replace sheet metal flashing and trim that have been damaged or that have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.

END OF SECTION 076200
SECTION 077200 - ROOF ACCESSORIES

PART 1 - GENERAL

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

1.2 SUMMARY
   A. Section Includes:
      1. Ridge vents

1.3 PERFORMANCE REQUIREMENTS
   A. General Performance: Roof accessories shall withstand exposure to weather and resist thermally induced movement without failure, rattling, leaking, or fastener disengagement due to defective manufacture, fabrication, installation, or other defects in construction.

1.4 SUBMITTALS
   A. Product Data: For each type of roof accessory indicated. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.

1.5 COORDINATION
   A. Coordinate layout and installation of roof accessories with roofing membrane and flashing and interfacing and adjoining construction to provide a leakproof, weathertight, secure, and noncorrosive installation.
   B. Verify dimensions of roof hatch to be compatible with existing curb and opening dimensions.

PART 2 - PRODUCTS

2.1 MISCELLANEOUS MATERIALS
   A. General: Provide materials and types of fasteners, protective coatings, sealants, and other miscellaneous items required by manufacturer for a complete installation.
   B. Fasteners: Roof accessory manufacturer's recommended fasteners suitable for application and metals being fastened. Match finish of exposed fasteners with finish of material being fastened.
Provide nonremovable fastener heads to exterior exposed fasteners. Furnish the following unless otherwise indicated:

1. Fasteners for Zinc-Coated or Aluminum-Zinc Alloy-Coated Steel: Series 300 stainless steel or hot-dip zinc-coated steel according to ASTM A 153/A 153M or ASTM F 2329.

C. Elastomeric Sealant: ASTM C 920, elastomeric polyurethane polymer sealant as recommended by roof accessory manufacturer for installation indicated; low modulus; of type, grade, class, and use classifications required to seal joints and remain watertight.

2.2 RIDGE VENTS

A. Type: Water tight two in one vent and closure ridge vent.

B. Material: 26 gauge Galvalume SS Grade 50, AZ55 Acrylic

C. Size/Profile: As selected by Architect from Manufacturer’s complete line and custom size available upon request.

D. Basis of Design Product: Provide the following.

‘EZ Vent N Closure,’ manufactured by Custom Metal Components, Inc.

2. Products by other manufacturers are subject to approval prior to bidding.

2.3 GENERAL FINISH REQUIREMENTS

A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.

B. Appearance of Finished Work: Noticeable variations in same piece are not acceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions to verify actual locations, dimensions, and other conditions affecting performance of the Work.

B. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and securely anchored.

C. Verify dimensions of roof openings for roof accessories.

D. Proceed with installation only after unsatisfactory conditions have been corrected.
3.2 INSTALLATION

A. General: Install roof accessories according to manufacturer's written instructions.

B. Roof-Hatch Installation:
   1. Install roof hatch so top surface of hatch curb is level.
   2. Verify that roof hatch operates properly. Clean, lubricate, and adjust operating mechanism and hardware.
   3. Attach ladder-assist post according to manufacturer's written instructions.

C. Piping and Conduit Supports Installation:
   1. Install piping and conduit supports in quantities and in locations indicated on Drawings.
   2. Install piping and conduit supports in accordance with manufacturers printed instructions.

3.3 REPAIR AND CLEANING

A. Galvanized Surfaces: Clean field welds, bolted connections, and abraded areas and repair galvanizing according to ASTM A 780.

B. Touch up factory-primed surfaces with compatible primer ready for field painting.

C. Clean exposed surfaces according to manufacturer's written instructions.

D. Clean off excess sealants.

E. Replace roof accessories that have been damaged or that cannot be successfully repaired by finish touchup or similar minor repair procedures.

END OF SECTION 077200
SECTION 220010 - PLUMBING GENERAL REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS
A. Drawings and general provisions of Fixed Price Construction Contract and other Division 1 Specification Sections, apply to work of this Section.

1.2 SCOPE
A. Provide all labor and materials as required for all items of plumbing work as shown on the Drawings and / or as specified herein.

1.3 EXAMINATION OF SITE
B. The Contractor shall thoroughly examine the site and satisfy himself to the conditions under which the work is to be performed. The Contractor shall verify at the site all measurements affecting his work and shall be responsible for the correctness of same. No extra compensation will be allowed to the Contractor for the expenses due to his neglect to examine or failure to discover conditions which affect his work. No extra compensation will be allowed on account of difference between actual dimensions and those indicated on the Drawings.

1.4 RULES AND REGULATIONS
A. All work and materials shall be in full accordance with all applicable Federal, State and local rules and regulations and adopted codes and standards. Nothing in the Drawings or specifications shall be construed to permit work not conforming to these codes.
B. Furnish without charge, any additional material and labor when and where required to comply with these rules and regulations, though the work may not be mentioned in specifications or shown on Drawings. When specifications or Drawings call for or describe materials or construction of a better quality or larger size than required by the above-mentioned rules and regulations, the provisions of the specifications and accompanying Drawings shall take precedence.

1.5 FEES AND PERMITS
A. Provide, procure and pay for all permits, licenses, certificates, inspections, etc. required to carry out and complete the Work.

1.6 INSPECTION
A. Do not allow any work to be covered up or enclosed until inspected, tested and approved by Architect or other authorities having jurisdiction over the work.
B. Should any work be enclosed or covered up before such inspection and test, Contractor shall, at his own expense, uncover work, and after it has been inspected, tested, and approved, make all repairs as necessary to restore all work disturbed by him to its original condition.

C. Protect materials and equipment furnished under this Section, either stored or installed, until final acceptance of the project as a whole.

1.7 INTERRUPTION OF SERVICES

A. Interruption of any existing services shall be kept to a minimum. Shut down shall be made only with approval of and at times designated by Owner. Contractor shall include overtime work cost in his bid for this work.

1.8 DAMAGE BY LEAKS, ETC

A. Be responsible for all damage to any part of the premises or work of other Contractor caused by leaks or breaks in piping or equipment furnished, installed, or reinstalled under this section during construction and general warranty period.

1.9 CLEANING AND CLOSING

A. Inspect all piping and equipment before placing and clean before closing. All piping shall be closed at end of each day's work.

END OF SECTION 220010
SECTION 230010 - HVAC GENERAL REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS
A. Drawings and general provisions of Fixed Price Construction Contract and other Division 1 Specification Sections, apply to work of this Section.

1.2 SCOPE
A. Provide all labor and materials as required for the removal and alteration of existing HVAC equipment and/or ductwork to allow roofing operations, replacement and restoration to function of such equipment and ductwork and other items of HVAC work, as shown on the Drawings and/or as specified herein. Reinstallation of equipment shall include extensions of ductwork, tubing, piping, etc. as required and recharging of refrigerant lines, if and as applicable.
B. Refrigerant piping shall be replaced with new from the connection at the fan coil to the connection at the condensing unit. Refrigerant piping shall be manufacturer’s standard line sets, in lengths as required for proper installation. Coiling of excess tubing will not be acceptable.

1.3 EXAMINATION OF SITE
B. The Contractor shall thoroughly examine the site and satisfy himself to the conditions under which the work is to be performed. The Contractor shall verify at the site all measurements affecting his work and shall be responsible for the correctness of same. No extra compensation will be allowed to the Contractor for the expenses due to his neglect to examine or failure to discover conditions which affect his work. No extra compensation will be allowed on account of difference between actual dimensions and those indicated on the Drawings.

1.4 RULES AND REGULATIONS
A. All work and materials shall be in full accordance with all applicable Federal, State and local rules and regulations and adopted codes and standards. Nothing in the Drawings or specifications shall be construed to permit work not conforming to these codes.
B. Furnish without charge, any additional material and labor when and where required to comply with these rules and regulations, though the work may not be mentioned in specifications or shown on Drawings. When specifications or Drawings call for or describe materials or construction of a better quality or larger size than required by the above-mentioned rules and regulations, the provisions of the specifications and accompanying Drawings shall take precedence.

1.5 FEES AND PERMITS
A. Provide, procure and pay for all permits, licenses, certificates, inspections, etc. required to carry out and complete the Work.
1.6 INSPECTION

A. Do not allow any work to be covered up or enclosed until inspected, tested and approved by Architect or other authorities having jurisdiction over the work.

B. Should any work be enclosed or covered up before such inspection and test, Contractor shall, at his own expense, uncover work, and after it has been inspected, tested, and approved, make all repairs as necessary to restore all work disturbed by him to its original condition.

C. Protect materials and equipment furnished under this Section, either stored or installed, until final acceptance of the project as a whole.

1.7 INTERRUPTION OF SERVICES

A. Interruption of any existing services shall be kept to a minimum. Shut down shall be made only with approval of and at times designated by Owner. Contractor shall include overtime work cost in his bid for this work.

1.8 DAMAGE BY LEAKS, ETC

A. Be responsible for all damage to any part of the premises or work of other Contractor caused by leaks or breaks in equipment, ductwork, tubing, etc. furnished, installed, or reinstalled under this section during construction and general warranty period.

1.9 CLEANING AND CLOSING

A. Inspect all equipment and ductwork before placing and clean before closing. All ductwork shall be closed at end of each day's work.

END OF SECTION 230010
PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Fixed Price Construction Contract and other Division 1 Specification Sections, apply to work of this Section.

1.2 SCOPE

A. The Contractor shall provide all labor and materials as required to disconnect electric power to all items of mechanical equipment to be removed and reinstalled to accommodate roofing operations and to reconnect electrical power to such equipment when it is reinstalled including extensions of conduit, conductors, etc. as required. The Contractor shall also accomplish such other items of electrical work as are shown on Drawings and / or as specified herein. Reinstallation shall include extensions of conduit and conductors as required.

1.3 PERMITS, FEES, AND INSPECTION

Provide, procure, and pay for all permits, licenses, certificates, inspections, etc. required to carry out and complete the Work.

1.4 RULES AND REGULATIONS

A. All work shall conform to latest rules and regulations of National Electrical Code, latest edition, and all applicable state and local codes. Should any part of the design fail to comply with such requirements, discrepancy shall be called to the attention of the Architect prior to submission of bid.

1.5 EXAMINATION OF SITE

A. The Contractor shall thoroughly examine site and satisfy himself as to the conditions under which the work is to be performed. The Contractor shall verify at the site all measurements affecting his work and shall be responsible for the correctness of same. No extra compensation will be allowed to the Contractor for the expenses due to his neglect to examine or failure to discover conditions which affect his work. No extra compensation will be allowed on account of difference between actual dimensions and those indicated on the Drawings.

1.6 MEASUREMENTS

A. Before ordering any material or closing in any work, verify all measurements on the job. Any difference found between dimensions on Drawings and actual measurements shall be brought to Architect's attention before proceeding.
1.7 TESTS

A. Test each individual reconnected circuit with equipment connected for proper operation and for grounds and shorts.

B. Ground tests shall meet requirements of National Electric Code.

END OF SECTION 260010