

# PROJECT MANUAL

AND

# SPECIFICATIONS

FOR THE

## JACKSON COUNTY Gordon Street Center Re-roofing Project



**Jefferson, Georgia**

**November 24, 2021**

Prepared by



**CARTER WATKINS  
ASSOCIATES**

A R C H I T E C T S,  
I N C.

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# **INVITATION TO BID**

**BID NUMBER ITB 220000**



**Gordon Street Center Re-roofing project**

**Jackson County Board of Commissioners**

**Public Works Department**

**Publish Date: November 24, 2021**

**Bid Opening Date & Time: January 05, 2022 at 2:00 pm, local time pertaining  
Questions Deadline Date & Time: December 27, 2021 at 5:00 pm**

**Jackson County Board of Commissioners  
67 Athens Street  
Jefferson, GA 30549**

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**Bid Control Number ITB 220000**

- 1. Invitation to Bid**
- 2. Instructions /General Terms and Conditions**
- 3. Bid Schedule/Response Form**
- 4. Attachments**

DATE: November 24, 2021

TO: General Contractors

SUBJECT: Request for Bid for Re-roofing of the Gordon Street Center.

**INQUIRIES REGARDING REQUEST FOR BID SHOULD BE MADE TO MYRNA YARBROUGH, PURCHASING MANAGER, (706)367-6309**

Jackson County Board of Commissioners (hereafter referred to as Jackson County) is requesting bids for Re-roofing of the Gordon Street Center per the attached specifications.

**Each bidder must deposit with his bid a Bid Bond for 5% of the total bid. Performance and Payment Bonds in the amount for 100% of the contract price will be required if the contract is awarded.**

**One (1) original of the Request for Bid must be submitted.** Bids must be sealed, marked with the bidder's name and address and Labeled: **ITB 220000, "Gordon Street Center – Re-roofing Project" and delivered to:**

Jackson County Board of Commissioners  
Attention: Myrna Yarbrough, Purchasing Manager  
67 Athens Street  
Jefferson, Georgia 30549

A qualified interpreter for the hearing impaired is available upon request at least 10 (ten) days in advance of the bid opening date. Please call (706)367-6312 for more information. This service is in compliance with the American with Disabilities Act (ADA).

Jackson County reserves the right to reject any and all bid submittals, to waive any technicalities or irregularities and to award the bid based on the highest and best interest of Jackson County.

## Jackson County

### GENERAL INSTRUCTIONS FOR BIDDERS

**I. PURPOSE:**

The intent and purpose of this Bid Request is to request services for the Jackson County Board of Commissioner, hereinafter referred to as Jackson County for Re-roofing of the Gordon Street Center.

**II. SCOPE OF SERVICE:**

**A. WORK INCLUDED:**

See attached specification.

**B. QUALITY OF WORKMANSHIP:** All work shall be quality work performed according to the standards of the industry, and to the complete satisfaction of Jackson County.

**C. PERSONNEL QUALIFICATIONS:**

Jackson County reserves the right to refuse to accept services from any personnel deemed by Jackson County to be unqualified, disorderly, or otherwise unable to perform assigned work.

**D. DETAILED SPECIFICATIONS:** See attached. This project will be under the supervision of the engineer who will be inspecting all work completed under this contract.

1. Upon being awarded the contract by Jackson County, the approved contractor will execute a contract with Jackson County to provide services. The contractor agrees to perform all work in accordance with the bid schedule and set bid prices as outlined in their signed proposal. The prices submitted in the bid proposal will be valid until the completion of all projects originally listed in the bid proposal.
2. The approved contractor agrees to commence work within thirty (30) days of receiving the Notice to Proceed and will complete all the original work as outlined in this Bid Request within the time specified. Any additional work will be discussed and a reasonable start and completion date will be negotiated.
3. Jackson County will only pay invoices that have been reviewed and approved by the engineer for the quantities submitted for payment.

- E. MATERIAL SPECIFICATIONS: All material used in the performance of this contract must meet state and local requirements for use by an approved vendor. The contractor will be responsible for verifying this information with the engineer.
- F. SCHEDULING AND COORDINATION: It is the responsibility of the contractor to coordinate all work schedules and inspections with Mr. Scott Martin with Jackson County (706-387-6425) and the engineer. Failure to do so may result in the delay of processing invoices for payment.
- G. **OTHER REQUIREMENTS: A Bid Bond for 5% of the base bid on the bid form must be submitted with the bid. Performance and Payment Bonds in the amount of 100% of the contract price will be required if the contract is awarded.**

**III. MANDATORY PRE-BID CONFERENCE**: There will be a mandatory pre bid conference held on Monday December 13 at 2:00 PM EST at the site, 441 Gordon Street, Jefferson, GA. Bidders who do not attend will not be considered for the job award. Questions concerning this bid package or the bid process should be directed to Myrna Yarbrough at [myarbrough@jacksoncountygov.com](mailto:myarbrough@jacksoncountygov.com) . Technical question concerning the work being requested in this BID REQUEST should be submitted to [info@carterwatkins.com](mailto:info@carterwatkins.com) All questions should be submitted in writing no later than 5:00 pm on December 27, 2021 so that an appropriate addendum can be created and sent to all vendors prior to the closing of the bid on January 05, 2022.

**IV. GENERAL TERMS AND CONDITIONS**:

- A. PURCHASING ORDINANCE: This Invitation to Bid (ITB) is subject to the provisions of the Jackson County Purchasing Ordinance and any revisions thereto, which are hereby incorporated into this contract in their entirety except as amended or superseded herein.
- B. MANDATORY USE OF JACKSON COUNTY FORM AND TERMS AND CONDITIONS: Failure to submit a bid on the official Jackson County form provided for that purpose shall be a cause for rejection of the bid. Return of the complete document is required. Modification of or additions to any portion of the invitation may be cause for rejection of the bid; however, Jackson County reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a bid as non-responsive.
- C. PRECEDENCE OF TERMS: Except for paragraphs A, B, C, J, K and N of the General Terms and Conditions, which shall apply in all instances, in the event there is a conflict between the General Terms and Conditions and any Special Terms and Conditions for use in a particular procurement, the Special Terms and Conditions shall prevail.
- D. CLARIFICATION OF TERMS: If any prospective bidder has questions about the specifications or other bid documents, the prospective bidder should contact the

Purchasing Manager whose name appears on the title page of the invitation, no later than seven days before the opening date. Any revisions to the invitation will be made only by addendum issued by the Purchasing Manager.

- E. TESTING/INSPECTION: Jackson County reserves the right to conduct any test or inspection it may deem advisable to assure materials and services conform to the specification.
- F. PAYMENT TERMS: Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- G. INVOICES: Invoices for services ordered, delivered and accepted by Jackson County shall be submitted by the contractor direct to the payment address shown on the contract.
- H. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, Jackson County, after due oral or written notice, may procure substitute goods or services from other sources and hold the contractor responsible for any resulting additional purchasing and administrative costs. This remedy shall be in addition to any other remedies, which Jackson County may have.
- I. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of Jackson County.
- J. ETHICS IN PUBLIC CONTRACTING: By submitting their bids, all bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit or money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- K. DEBARMENT STATUS: By submitting their bids, all bidders certify that they are not currently debarred from bidding on contracts by any agency of the State of Georgia, nor are they an agent of any person or entity that is currently debarred from submitting bids on contracts by any agency of the State of Georgia.
- L. NON-COLLUSION CERTIFICATION: Bidder declares that the bid is not made in connection with any other bidder submitting a bid for the same project, and that the bid is bona fide and is in all respects fair and without collusion or fraud.
- M. APPLICABLE LAW AND COURTS: Any contract resulting from this BID REQUEST shall be governed in all respects by the laws of the State of Georgia and any litigation with respect thereto shall be brought in the courts of the State of Georgia.



The contractor shall comply with applicable federal, state and local laws and regulations.

- N. QUALIFICATION OF BIDDERS: Jackson County may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the work/furnish the items and the bidder shall furnish to Jackson County all such information and data for this purpose as may be requested. Jackson County reserves the right to inspect bidder's physical plant prior to award to satisfy questions regarding the bidder's capabilities. Jackson County further reserves the right to reject any bid if the evidence submitted by, or investigations of, such bidder fails to satisfy Jackson County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work/furnish the items contemplated therein.
- O. WITHDRAWAL OF BID DUE TO ERRORS:
1. The bidder shall give notice in writing of his claim of right to withdraw his bid without penalty due to an error within two (2) business days after the conclusion of the bid opening procedure. Bids may be withdrawn from consideration if the price was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and material used in the preparation of the bid sought to be withdrawn. The bidder's original work papers shall be the sole acceptable evidence of error and mistake if he elects to withdraw his bid. If a bid is withdrawn under the authority of this provision, the lowest remaining responsive bid shall be deemed low bid.
  2. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor or perform any subcontract or other work agreement for the person of firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.
  3. Supplier has up to forty-eight (48) hours to notify the Jackson County Purchasing Office of an obvious clerical error made in calculation of bid in order to withdraw a bid after bid opening. Withdrawal of bid for this reason must be done in writing within the forty-eight (48) hour period. Suppliers who fail to request withdrawal of bid by the required forty-eight (48) hours shall automatically forfeit bid bond (if one was required). Bid may not be withdrawn otherwise.
  4. Bid withdrawal is not automatically granted and will be allowed solely at Jackson County's discretion.

- P. LATE OFFERS: Jackson County will not be responsible for or consider late receipt of bids.
- Q. EO/AA STATEMENT: Jackson County, an Equal Opportunity Affirmative Action institution covered by Presidential Executive Order 11246 as amended, advises all contractors, subcontractors, vendors and suppliers that direct or indirect receipt of federal funds may require appropriate action on their part.
- R. ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT OF 2011  
Vendors submitting a response to this RFP must complete the Contractor Affidavit under O.C.G.A. §13-10-91(b)(1) which is provided with the RFP package to verify compliance with the Illegal Immigration Reform and Enforcement Act of 2011.
- A. The form must be signed by an authorized officer of the contractor or their authorized agent.
  - B. The form must be notarized.
  - C. The contractor will be required to have all subcontractors and sub-subcontractors who are engaged to complete physical performance of services under the final contract executed between the County and the contractor complete the appropriate subcontractor and sub-subcontractor affidavits and return them to the County a minimum of five (5) days prior to any work being accomplished by said subcontractor or sub-subcontractor. Format for this affidavit can be provided to the contractor if necessary.

V. **SPECIAL TERMS AND CONDITIONS:**

- A. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that Jackson County shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- B. AWARD OF CONTRACT: Jackson County will make award to the lowest responsive and responsible bidders. Due consideration will be given to price, quality as judged by tests and previous experience, and the ability of the bidders to render required services. Jackson County reserves the right to conduct any test it may deem advisable and to make all evaluations. Jackson County also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of Jackson County to be in its best interest.
- C. BID ACCEPTANCE PERIOD: This bid shall be binding upon the bidder for 60 calendar days following the bid opening date. Any bid on which the bidder shortens the acceptance period may be rejected.

- D. BID PRICES: Bid prices submitted by the Contractor must remain firm for the entire length of the initial bid period and/or until the original list of projects as outlined in the specifications are completed.
- E. CANCELLATION OF CONTRACT: Jackson County reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- F. CHANGES: By written notice to the contractor, Jackson County may from time to time make changes, within the general scope of the contract, in the goods or services to be provided by the contractor.
- G. CONTRACT DOCUMENTS: The contract entered into by the parties shall consist of this Invitation To Bid, the signed bid submitted by the contractor, the Jackson County Contract Form, General Terms and Conditions, Special Terms and Conditions, Specifications and Attachments, including all modifications thereof, all of which shall be referred to collectively as the Contract Documents.
- H. CONTRACT PERIOD: The contract period is defined above in paragraph II.D.1.
- I. IDENTIFICATION OF BID ENVELOPE: The signed bid should be returned in a separate envelope or package, sealed and identified as follows:

From:

\_\_\_\_\_

Name of Bidder

\_\_\_\_\_

Bid Due Date

\_\_\_\_\_

Time

\_\_\_\_\_

Street or Box Number

\_\_\_\_\_

Bid Number

\_\_\_\_\_

City, State, Zip Code

\_\_\_\_\_

Bid Title

The envelope should be addressed to Jackson County Board of Commissioners, Attention: Myrna Yarbrough, Purchasing Manager, 67 Athens Street, Jefferson, GA, 30549.

If a bid not contained in the special envelope is mailed, the bidder takes the risk that the envelope even if marked as described above, may be inadvertently opened and the

information compromised which may cause the bid to be disqualified. Bids may be hand delivered to the office of the Purchasing Department issuing the invitation at the location given above. No other correspondence or other bids should be placed in the envelope.

- J. INDEMNIFICATION: The contractor agrees to indemnify, defend and hold harmless Jackson County and their officers, agents, and employees from any claims, damages and actions of any kind or nature whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature provided by the contractor.
- K. INDEPENDENT CONTRACTOR: The contractor shall not be an employee of Jackson County, but shall be an independent contractor. Nothing in this agreement shall be construed as authority for the contractor to make commitments, which shall bind Jackson County, or to otherwise act on behalf of Jackson County, except as Jackson County may expressly authorize in writing.
- L. INSPECTION OF WORK SITE: Contractors desiring to submit a proposal for this BID REQUEST are encouraged to visit the sites listed. Claims, as a result of failure to do so, will not be considered by Jackson County.
- M. INSURANCE:
1. The contractor shall provide Jackson County a Certificate of Insurance prior to the start of any work and agrees to maintain such insurance until the completion of the contract. The minimum limits of liability shall be:
    - A. Workers' Compensation - In compliance with Georgia State Law
    - B. Broad Form Comprehensive General Liability, \$1,000,000.00, to include:
      1. Premises – Operations
      2. Products / Completed Operations
      3. Contractual
      4. Personal Injury
      5. Owners and Contractors Protective
  2. Jackson County reserves the right to require higher limits on any contract provided notice of such requirements is stated in the proposal for such contract. Included in the certificate of insurance shall be a hold harmless agreement saving Jackson County harmless from any liability from the contractor or from any subcontractors or by anyone directly or indirectly employed by either. Jackson County is to be named as additional insured.
- A 30-day notice of cancellation or non-renewal in writing shall be furnished by certified mail to the certificate holder at the address indicated on the face of this

form. Also, when deemed necessary, the contractor will provide explosion, collapse and underground coverage (X, C and U coverage).

The contractor agrees to be responsible for, indemnify and save harmless Jackson County and their representatives from the payment of all sums of money by reason of any claim against Jackson County or their representatives under the Workmen's Compensation Act, and by reason of all or any other occurrences resulting in bodily injury or property damage that may happen to occur upon or about said work. The contractor agrees that it will, at all times, and at least for one year after the completion of the work, indemnify and save harmless Jackson County against liabilities resulting from bodily injury or property damage directly or indirectly arising out of the performance or nonperformance of the contract.

3. ALL BIDDERS PROVIDE THE FOLLOWING INFORMATION:

NAME OF INSURANCE CARRIER:

NAME OF INSURANCE AGENT:

TELEPHONE NUMBER:

BROAD FORM COMPREHENSIVE

GENERAL LIABILITY LIMIT: \$

AUTOMOBILE LIABILITY LIMIT: \$

POLICY EXPIRATION DATE:

If a bidder fails to provide all the above information or does not indicate an amount of coverage, the bidder's signature on this invitation constitutes certification that, if the bidder is awarded the contract, the bidder shall obtain the necessary coverage as specified within ten days of notification of award of the contract.

If at any time or times any claim or claims shall be made to Jackson County by a subcontractor or other persons for any money due for any work, labor or material done upon or supplied upon the work herein contracted for, done for, furnished, or supplied, to the party of the first part, Jackson County may retain such amount as may be due, or may thereafter become due under this contract, or may pay the same when said claim shall thereafter be finally established in court, and such amount is hereby assigned to Jackson County to pay such claim or claims, such payment to be done when so established, but the contractor shall not be entitled to demand or receive payment of this agreement until all disputes, disagreements, and questions between the parties herein affecting the right to any portion of the amount claimed, shall have been settled as above provided for, and Jackson County is hereby authorized to deduct from the said amount any money due it upon any account or claim.

N. PROTECTION OF PERSONS AND PROPERTY:

1. The contractor shall take every precaution at all times for the protection of persons and property, including Jackson County's employees and property and its own.
2. The contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work under this contract.
3. The contractor shall continuously maintain adequate protection of all work from damage and shall protect Jackson County property from injury or loss arising in connection with this contract. The contractor shall make good any such damage, injury or loss.

O. **SAFETY:** The contractor shall maintain an adequate safety program to insure the safety of contractor employees, subcontractor employees, and all other individuals working under this contract. In addition, the contractor must also provide Jackson County with a written safety program that he intends to follow in pursuing work under this contract. No work under this contract will be permitted until Jackson County is assured that the contractor has an adequate safety program in effect.

P. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of Jackson County. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish Jackson County the names, qualifications and experience of their proposed subcontractors. The contractor will, however, remain fully liable and responsible for the work to be done by his subcontractor(s) and shall assure compliance with all requirements of the contract.

Nothing in the agreement shall be constructed as authority for the contractor to make commitments, which shall bind Jackson County, or to otherwise act on behalf of Jackson County, except as Jackson County may expressly authorize in writing.

Q. **SUPERINTENDENCE BY CONTRACTOR:** The contractor shall be responsible for all work means, methods, techniques, sequences and procedures and for coordinating all portions of the work under the contract except where otherwise specified herein. The contractor shall, at all times, enforce strict discipline and good order among the workers, and shall not employ any unfit person or anyone not skilled in their work.

R. **WORK SITE DAMAGES:** Any damage, including damage to finished surfaces, resulting from the performance of this contract shall be repaired to Jackson County's satisfaction at the contractor's expense.

S. **OTHER SPECIAL INSTRUCTIONS/TERMS:** See Section II G – Other requirements concerning bid and bid award.

**VI. METHOD OF PAYMENT:** Jackson County will authorize payment to the contractor after providing satisfactory service and receipt of the contractor's invoice for services rendered. Payment will be made on a monthly basis at the prices as bid, Net 30.

BID DOCUMENT

Base bid = \$ \_\_\_\_\_

Completion time –

Alternates: There are no alternates at this time. If alternates are called for, via addendum, insert amounts below. (amount to be deducted or added to bid amount. Indicate add or deduct with a plus or minus).

Alternate #1 (if any)–

\$ \_\_\_\_\_

Alternate #2 (if any) -

\$ \_\_\_\_\_

Signed: \_\_\_\_\_

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

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone number: \_\_\_\_\_

Email: \_\_\_\_\_

Contractor must acknowledge receipt of any addenda on either this form or by signing and returning a copy of the addenda with their bid package.

*Illegal Immigration Reform and Enforcement Act of 2011*  
CONTRACTOR AFFIDAVIT UNDER O.C.G.A. §13-10-91(b)(1)

The Jackson County Board of Commissioners and Contractor agree that compliance with the Illegal Immigration Reform and Enforcement Act of 2011 are conditions of this Agreement for the physical performance of services.

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of the Jackson County Board of Commissioners has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present and affidavit to the contractor with the information required by O.C.G.A. §13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
E-Verify Employment Eligibility Verification User Identification Number

\_\_\_\_\_  
Date of Authorization to Use Federal Work Authorization Program

\_\_\_\_\_  
NAME OF CONTRACTOR

\_\_\_\_\_  
Name of Project

Jackson County Board of Commissioners  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, \_\_\_\_\_, 20\_\_ in \_\_\_\_\_ (City), \_\_\_\_\_ (State).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**This form must be returned with the bid package submitted.**



**SAMPLE CONTRACT**

This Agreement made and entered into this \_\_\_\_ Day of \_\_\_\_\_ , Two Thousand and Twenty Two,

BETWEEN

The Owner:                               The Jackson County Board of Commissioners  
  Jackson County, Georgia  
  67 Athens Street  
  Jefferson, GA 30549

And the Contractor:                Company Name  
  Company Address  
  Company City, State Zip

**PROJECT: Gordon Street Center – Re-roofing Project, Jackson County, GA**

=====

**WITNESSETH:** That said Contractor has agreed, and by these presents does agree, with the said County, for the consideration herein mentioned and under the provisions of the Invitation To Bid (ITB) as required by the Specifications to furnish all equipment, tools, material, skill and labor of every description necessary to carry out and complete in a good, firm and substantial and workmanlike manner, proposal made by the Contractor, the Advertisement, the Instructions to Bid, Special Terms and Conditions and this Agreement, including all work outlined in the Scope of Service and listed in the conditions, provisions and specification to wit:

**ARTICLE 1**

**The Contract Documents**

The Contract Documents consist of this Agreement, the Invitation To Bid (ITB) 220000, the Contractor’s Response to ITB 220000, Drawings, Specifications, and Addenda issued prior to execution of this Agreement and all Change Orders issued subsequent thereto. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

**ARTICLE 2**

**The Work**

The Contractor shall perform all work required by the Contract Documents for:

**PROJECT: Gordon Street Center – Re-roofing project, Jackson County, GA**

All Work performed under this contract is subject to inspection by the engineer Jackson County. It shall be the Contractor's responsibility to coordinate with the above for inspection services. All Work shall be performed in accordance with current state and local laws and regulations for the State of Georgia.

### **ARTICLE 3**

#### **Time of Commencement and Completion**

The Work to be performed under this Contract shall begin within thirty (30) days after the Contractor has received the Notice to Proceed (NTP) and will be completed within xxx days of starting the project.

### **ARTICLE 4**

#### **Contract Price**

The Owner shall pay the Contractor, for the performance of the Work completed and approved by the engineer as provided in the Conditions of the Contract, in current funds, as calculated by the unit prices provided in the Contractor's response to the ITB. This price shall remain fixed during the entire length of the original contact period or until the satisfactory completion of all of the projects listed in the ITB. The Scope of Service as outlined ITB shall only be modified by a Change Order approved by all Parties. Each Change Order that is approved by Owner and Contractor will detail any unit price changes that are calculated according to the conditions outlined in the ITB.

### **ARTICLE 5**

#### **Payment**

Payment for the Work as described in Article 4 above, shall be made monthly only for the portion of Work that is completed and inspected during the month. Payment will be made within thirty (30) days after the completion of the Work, provided that the Contractor fully performed in accordance with the Contract Documents. The Contractor shall complete and submit an invoice for the monthly payment to the Jackson County Government, Attention: Accounts Payable, 67 Athens Street, Jefferson, Georgia 30549. Jackson County reserves the right to request proof of performance of all work completed under this contract.

### **ARTICLE 6**

#### **Georgia Illegal Immigration Reform and Enforcement Act of 2011**

Contractor agrees and acknowledges that compliance with the requirements of the Georgia Illegal Immigration Reform and Enforcement Act of 2011 are conditions of this Contract. The Contractor Affidavit and Agreement executed by Contractor pursuant to O.C.G.A. §13-10-91(b)(1) is hereby incorporated into this Agreement by reference and made a part of this Contract. By the execution of this Contract, the Contractor affirms that the Illegal Immigration Reform and Enforcement Act of 2011 Contractor Affidavit submitted with the response to ITB 220000 is still valid, that the Contractor's Federal Work Authorization Number has not changed, that the Contractor will utilize the Federal Work Authorization Program during the duration of this contact, that the Contractor will ensure that all subcontractors and sub-subcontractors working on the Project covered by this Contract are participating in the Federal Work Authorization Program and have completed the Subcontractors and/or Sub-subcontractor Affidavit, and that the Contractor will advise the Owner of hiring a new subcontractor and/or sub-subcontractor and will provide the Owner with a Subcontractor/Sub-subcontractor Affidavit attesting to the subcontractor's/sub-subcontractor's name, address, user identification number, and date of authorization to use the Federal Work Authorization Program within five (5) days of hiring before the subcontractor/sub-subcontractor begins working on the Project. The Contractor understands and will ensure that all subcontractors and sub-subcontractors understand that knowingly and willfully making a false, fictitious, or fraudulent statement in an affidavit submitted in compliance with O.C.G.A. §13-10-91 shall be guilty of a violation of Code Section §16-10-20 and, upon conviction, shall be punished as provided for in such Code Section. Additionally, any contractor and/or sub-contractor convicted for false statements based upon a violation of this Code Section shall be prohibited from bidding on or entering into any public contract for twelve (12) months following the conviction

**IN WITNESS WHEREOF**, the Parties have executed this Contract on the date first written above.

OWNER:  
Jackson County Board of Commissioners

CONTRACTOR:  
Company's Legal Name

\_\_\_\_\_  
Tom Crow, Chairman

\_\_\_\_\_  
Representative

ATTEST:

ATTEST:

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Notary Public



 **AIA** Document A201™ – 2007**General Conditions of the Contract for Construction****for the following PROJECT:***(Name and location or address)*

Gordon Street Center - Re-roofing Project

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

Jackson County Board of Commissioners

67 Athens Street

Jefferson, GA 30549

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

Carter Watkins Architects Associates Inc., Subchapter S Corporation

P.O. Box 1004

137 East Washington Street

Monroe, Georgia

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**User Notes:**

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## ARTICLE 1 GENERAL PROVISIONS

### § 1.1 BASIC DEFINITIONS

#### § 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

#### § 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

#### § 1.1.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

#### § 1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

#### § 1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

#### § 1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

#### § 1.1.7 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

#### § 1.1.8 INITIAL DECISION MAKER

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

### § 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

Init.

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

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

### **§ 1.3 CAPITALIZATION**

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

### **§ 1.4 INTERPRETATION**

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

### **§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE**

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

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

### **§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM**

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

## **ARTICLE 2 OWNER**

### **§ 2.1 GENERAL**

**§ 2.1.1** The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner’s approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term “Owner” means the Owner or the Owner’s authorized representative.

**§ 2.1.2** The Owner shall furnish to the Contractor within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic’s lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner’s interest therein.

### **§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER**

**§ 2.2.1** Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner’s obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner’s ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or

the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

**§ 2.2.2** Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

**§ 2.2.3** The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

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

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

### **§ 2.3 OWNER'S RIGHT TO STOP THE WORK**

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

### **§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK**

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

## **ARTICLE 3 CONTRACTOR**

### **§ 3.1 GENERAL**

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

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

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

## § 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

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

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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

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

## § 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

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

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

## § 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other



facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

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

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

### **§ 3.5 WARRANTY**

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

### **§ 3.6 TAXES**

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

### **§ 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS**

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

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

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

**§ 3.7.4 Concealed or Unknown Conditions.** If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.

**§ 3.7.5** If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume

the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

### § 3.8 ALLOWANCES

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

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

### § 3.9 SUPERINTENDENT

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

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

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

### § 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

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

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

### § 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

### § 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

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

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

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

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

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

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

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

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

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

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

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required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

### **§ 3.13 USE OF SITE**

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

### **§ 3.14 CUTTING AND PATCHING**

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

**§ 3.14.2** The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

### **§ 3.15 CLEANING UP**

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

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

### **§ 3.16 ACCESS TO WORK**

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

### **§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS**

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

### § 3.18 INDEMNIFICATION

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

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

## ARTICLE 4 ARCHITECT

### § 4.1 GENERAL

§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

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

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

### § 4.2 ADMINISTRATION OF THE CONTRACT

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

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

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

#### § 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

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

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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

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

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

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

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

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

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

## ARTICLE 5 SUBCONTRACTORS

### § 5.1 DEFINITIONS

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

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

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

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

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

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

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

### § 5.3 SUBCONTRACTUAL RELATIONS

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

be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

#### **§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS**

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

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

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

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

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

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

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

**§ 6.1.1** The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

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

**§ 6.1.3** The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

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

#### **§ 6.2 MUTUAL RESPONSIBILITY**

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

**§ 6.2.2** If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that



the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

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

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

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

### **§ 6.3 OWNER'S RIGHT TO CLEAN UP**

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

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

### **§ 7.1 GENERAL**

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

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

**§ 7.1.3** Changes in the Work shall be performed under applicable provisions of the Contract Documents, 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.

### **§ 7.2 CHANGE ORDERS**

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

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

**PLEASE NOTE THAT THE CONTRACTOR OH&P MARKUP ON ANY CHANGE SHALL BE LIMITED TO 10%.**

### **§ 7.3 CONSTRUCTION CHANGE DIRECTIVES**

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

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

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

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;

- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

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

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

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 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 premiums for all bonds and insurance, 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.

**THE TOTAL OF ITEMS 4 AND 5 SHALL NOT EXCEED 10% OF THE SUM OF ITEMS 1 –**  
*(Paragraph Deleted)*

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

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

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

## § 7.4 MINOR CHANGES IN THE WORK

The Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

## ARTICLE 8 TIME

### § 8.1 DEFINITIONS

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

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

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

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

### § 8.2 PROGRESS AND COMPLETION

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

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

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

### § 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor’s control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

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

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

## ARTICLE 9 PAYMENTS AND COMPLETION

### § 9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

### § 9.2 SCHEDULE OF VALUES

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

### § 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under

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Section 9.2, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

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

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

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

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

#### **§ 9.4 CERTIFICATES FOR PAYMENT**

**§ 9.4.1** The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

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

#### **§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION**

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

such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

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

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

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

## § 9.6 PROGRESS PAYMENTS

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

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

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

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

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

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

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

## § 9.7 FAILURE OF PAYMENT

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

## § 9.8 SUBSTANTIAL COMPLETION

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

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

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

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

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

## § 9.9 PARTIAL OCCUPANCY OR USE

**§ 9.9.1** The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

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

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

#### § 9.10 FINAL COMPLETION AND FINAL PAYMENT

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

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

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

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

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

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

#### ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

##### § 10.1 SAFETY PRECAUTIONS AND PROGRAMS

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

##### § 10.2 SAFETY OF PERSONS AND PROPERTY

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

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

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- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

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

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

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

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

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

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

#### § 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

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

#### § 10.3 HAZARDOUS MATERIALS

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

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity



proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

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

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

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

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

#### **§ 10.4 EMERGENCIES**

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

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

#### **§ 11.1 CONTRACTOR'S LIABILITY INSURANCE**

**§ 11.1.1** The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed 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' compensation, disability benefit and other similar employee benefit acts that 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;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .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 Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

## § 11.2 OWNER'S LIABILITY INSURANCE

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

## § 11.3 PROPERTY INSURANCE

§ 11.3.1 Unless otherwise provided, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

§ 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

§ 11.3.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

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§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

### § 11.3.2 BOILER AND MACHINERY INSURANCE

The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

### § 11.3.3 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 use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

### § 11.3.7 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, 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 or otherwise. 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.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of

insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

**§ 11.3.9** If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

**§ 11.3.10** The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

#### **§ 11.4 PERFORMANCE BOND AND PAYMENT BOND**

**§ 11.4.1** The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

**§ 11.4.2** 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 authorize a copy to be furnished.

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

#### **§ 12.1 UNCOVERING OF WORK**

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

**§ 12.1.2** If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

#### **§ 12.2 CORRECTION OF WORK**

##### **§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION**

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

##### **§ 12.2.2 AFTER SUBSTANTIAL COMPLETION**

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

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Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

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

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

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

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

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

### § 12.3 ACCEPTANCE OF NONCONFORMING WORK

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

## ARTICLE 13 MISCELLANEOUS PROVISIONS

### § 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

### § 13.2 SUCCESSORS AND ASSIGNS

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

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

### § 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

## § 13.4 RIGHTS AND REMEDIES

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

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

## § 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

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

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

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

## § 13.6 INTEREST

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

## § 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

## ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

### § 14.1 TERMINATION BY THE CONTRACTOR

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

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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 of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

**§ 14.1.2** The Contractor may terminate the Contract if, 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, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

**§ 14.1.3** If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

**§ 14.1.4** If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

## **§ 14.2 TERMINATION BY THE OWNER FOR CAUSE**

**§ 14.2.1** The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

**§ 14.2.2** When any of the above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

**§ 14.2.3** When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

**§ 14.2.4** If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case

may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

#### **§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE**

**§ 14.3.1** The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

**§ 14.3.2** The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

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

#### **§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE**

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

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

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

**§ 14.4.3** In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

### **ARTICLE 15 CLAIMS AND DISPUTES**

#### **§ 15.1 CLAIMS**

##### **§ 15.1.1 DEFINITION**

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

##### **§ 15.1.2 NOTICE OF CLAIMS**

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

##### **§ 15.1.3 CONTINUING CONTRACT PERFORMANCE**

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

##### **§ 15.1.4 CLAIMS FOR ADDITIONAL COST**

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



### § 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

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

### § 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

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

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

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

### § 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

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

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

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

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

on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

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

§ 15.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

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

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





# AIA<sup>®</sup> Document A305<sup>™</sup> – 1986

## Contractor's Qualification Statement

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

**SUBMITTED TO:**

**ADDRESS:**

**SUBMITTED BY:**

**NAME:**

**ADDRESS:**

**PRINCIPAL OFFICE:**

- Corporation
- Partnership
- Individual
- Joint Venture
- Other

**NAME OF PROJECT:** *(if applicable)* Gordon Street Center .

**TYPE OF WORK:** *(file separate form for each Classification of Work)*

- General Construction
- HVAC
- Electrical
- Plumbing
- Other: *(Specify)* Steel erectors; masons; fire protections; fire alarms.

### § 1 ORGANIZATION

§ 1.1 How many years has your organization been in business as a Contractor?

§ 1.2 How many years has your organization been in business under its present business name?

§ 1.2.1 Under what other or former names has your organization operated?

§ 1.3 If your organization is a corporation, answer the following:

§ 1.3.1 Date of incorporation:

§ 1.3.2 State of incorporation:

§ 1.3.3 President's name:

§ 1.3.4 Vice-president's name(s)

### ADDITIONS AND DELETIONS:

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

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

This form is approved and recommended by the American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by AIA or AGC.

§ 1.3.5 Secretary's name:

§ 1.3.6 Treasurer's name:

§ 1.4 If your organization is a partnership, answer the following:

§ 1.4.1 Date of organization:

§ 1.4.2 Type of partnership (if applicable):

§ 1.4.3 Name(s) of general partner(s)

§ 1.5 If your organization is individually owned, answer the following:

§ 1.5.1 Date of organization:

§ 1.5.2 Name of owner:

§ 1.6 If the form of your organization is other than those listed above, describe it and name the principals:

## § 2 LICENSING

§ 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

§ 2.2 List jurisdictions in which your organization's partnership or trade name is filed.

## § 3 EXPERIENCE

§ 3.1 List the categories of work that your organization normally performs with its own forces.

§ 3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)

§ 3.2.1 Has your organization ever failed to complete any work awarded to it?

§ 3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

§ 3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?

§ 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)

§ 3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

§ 3.4.1 State total worth of work in progress and under contract:

§ 3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

§ 3.5.1 State average annual amount of construction work performed during the past five years:

§ 3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

#### § 4 REFERENCES

§ 4.1 Trade References:

§ 4.2 Bank References:

§ 4.3 Surety:

§ 4.3.1 Name of bonding company:

§ 4.3.2 Name and address of agent:

#### § 5 FINANCING

§ 5.1 Financial Statement.

§ 5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

Other Assets;

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

§ 5.1.2 Name and address of firm preparing attached financial statement, and date thereof:

§ 5.1.3 Is the attached financial statement for the identical organization named on page one?

§ 5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsiary).

§ 5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

**§ 6 SIGNATURE**

§ 6.1 Dated at this    day of

Name of Organization:

By:

Title:

**§ 6.2**

M    being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this    day of

Notary Public:

My Commission Expires:



**AIA**<sup>®</sup>

# Document A310™ – 2010

## Bid Bond

**CONTRACTOR:**

*(Name, legal status and address)*

**SURETY:**

*(Name, legal status and principal place of business)*

**OWNER:**

*(Name, legal status and address)*

Jackson County Board of Commissioners  
67 Athens Street  
Jefferson, Georgia 30549

**BOND AMOUNT: \$**

**PROJECT:**

*(Name, location or address, and Project number, if any)*

Gordon Street Center Re-Roofing Project

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so

**ADDITIONS AND DELETIONS:**

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

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

Init.







# AIA<sup>®</sup> Document A312<sup>™</sup> – 2010

## Payment Bond

**CONTRACTOR:**

*(Name, legal status and address)*

**SURETY:**

*(Name, legal status and principal place of business)*

**OWNER:**

*(Name, legal status and address)*

Jacksn County Board of Commissioners  
67 Athens Street Jefferson, Georgia  
30549

**CONSTRUCTION CONTRACT**

Date:

Amount: \$

Description:

*(Name and location)*

Gordon Street Center Re-roofing  
Project.

**ADDITIONS AND DELETIONS:**

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

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Init.

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User Notes:

(3B9ADA1B)

**BOND**

Date:  
*(Not earlier than Construction Contract Date)*

Amount: \$  
Modifications to this Bond: | None | See Section 18

**CONTRACTOR AS PRINCIPAL**

Company: *(Corporate Seal)*  
Signature: \_\_\_\_\_

**SURETY**

Company: *(Corporate Seal)*  
Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_  
*(Any additional signatures appear on the last page of this Payment Bond.)*

*(FOR INFORMATION ONLY — Name, address and telephone)*

**AGENT or BROKER:**

**OWNER'S REPRESENTATIVE:**  
*(Architect, Engineer or other party:)*

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

**§ 10** The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

**§ 11** The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

**§ 12** No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

**§ 13** Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

**§ 14** When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

**§ 15** Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

## **§ 16 Definitions**

**§ 16.1 Claim.** A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

**§ 16.2 Claimant.** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

**§ 16.3 Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

Init.

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**§ 16.4 Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

**§ 16.5 Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

**§ 17** If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

**§ 18** Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_  
Signature: \_\_\_\_\_  
*(Corporate Seal)*

Name and Title: \_\_\_\_\_  
Address: \_\_\_\_\_

**SURETY**

Company: \_\_\_\_\_  
Signature: \_\_\_\_\_  
*(Corporate Seal)*

Name and Title: \_\_\_\_\_  
Address: \_\_\_\_\_

 **AIA** Document A312™ – 2010**Performance Bond****CONTRACTOR:**

*(Name, legal status and address)*

**SURETY:**

*(Name, legal status and principal place of business)*

**OWNER:**

*(Name, legal status and address)*  
Jackson County Board of  
Commissioners 67 Athens Street  
Jefferson, Ga 30549

**CONSTRUCTION CONTRACT**

Date:

Amount: \$

Description:

*(Name and location)*

Gordon Street Center Re-roofing  
Project.

**ADDITIONS AND DELETIONS:**

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

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

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User Notes:

(3B9ADA13)

**§ 1** The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

**§ 2** If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

**§ 3** If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

**§ 4** Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

**§ 5** When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

**§ 5.1** Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

**§ 5.2** Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

**§ 5.3** Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

**§ 5.4** Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

**§ 6** If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### § 14 Definitions

**§ 14.1 Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

**§ 14.2 Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

**§ 14.3 Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

**§ 14.4 Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

**§ 14.5 Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.



§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_ *(Corporate Seal)*  
Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_  
Address: \_\_\_\_\_

**SURETY**

Company: \_\_\_\_\_ *(Corporate Seal)*  
Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_  
Address: \_\_\_\_\_

SECTION 01 11 13  
SUMMARY OF THE WORK

CARTER WATKINS ASSOCIATES ARCHITECTS, INC.  
JACKSON COUNTY GORDON STREET CENTER RE-ROOFING PROJECT  
NOVEMBER 24, 2021

01 11 13-1

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1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 PROJECT DESCRIPTION

- A. The Project consists of the re-roofing of the former school with work including but not limited to; removal of the existing ballasted roofing and replacement with tapered insulation and membrane roofing; parapet coping; rooftop accessories; membrane roofing on the pitched roof monitor, and other related work outlined in the Drawings and Project Manual.

1.3 CONTRACTORS USE OF PREMISES

- A. General: Limit use of the premises only to construction activities in areas indicated.
1. Confine operations to areas within Construction limits to areas mutually agreed upon with the Owner. Portions of the site beyond areas in which construction operations are indicated are not to be disturbed.
  2. Keep driveways and entrances serving the premises and the park grounds clean and available to the Owner. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on site.

END OF SECTION

SECTION 01 21 13  
ALLOWANCES

CARTER WATKINS ASSOCIATES ARCHITECTS, INC.  
JACKSON COUNTY GORDON STREET CENTER RE-ROOFING PROJECT  
NOVEMBER 24, 2021

012113-1

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PART 1 - GENERAL

ALLOWANCES ARE AS FOLLOWS (IF ANY):

1. Provide an overall project allowance of \$50,000.00 in the base bid. This allowance to be used at the Owner and Architect's discretion, if used at all.

END OF SECTION

SECTION 01 25 13  
PRODUCT SUBSTITUTIONS

CARTER WATKINS ASSOCIATES ARCHITECTS, INC.  
JACKSON COUNTY GORDON STREET CENTER RE-ROOFING PROJECT  
NOVEMBER 24, 2021

01 25 13

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PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this section.

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for handling requests for substitutions made after award of the Contract.
- B. The Contractor's Construction Schedule and the Schedule of Submittals are included under Section "Submittals."
- C. Standards: Refer to Section "Definitions and Standards" for applicability of industry standards to produce specified.
- D. Procedural requirements governing the Contractor's selection of products and product options are included under Section "Materials and Equipment."

1.3 DEFINITIONS

- A. Definitions used in the Article are not intended to change or modify the meaning of other terms used in the Contract Documents.
- B. Substitutions: Requests for changes in products, materials, equipment, and methods of construction required by Contract Documents proposed by the Contractor after award of the Contract are considered requests for "substitutions." The following are not considered substitutions:
1. Revisions to Contract Documents requested by the Owner or Architect.
  2. Specified options of products and construction methods included in Contract Documents.
  3. The Contractor's determination of and compliance with governing regulations and orders issued by governing authorities.

1.4 SUBMITTALS

- A. Substitution Request Submittal: Requests for substitution will be considered if received within 15 days after commencement of the work. Requests received more than 15 days after commencement Of the Work may be considered or rejected at the discretion of the Architect.

1. Submit 3 copies of each request for substitution for consideration. Submit requests in

SECTION 01 25 13  
PRODUCT SUBSTITUTIONS

CARTER WATKINS ASSOCIATES ARCHITECTS, INC.

01 25 13

JACKSON COUNTY GORDON STREET CENTER RE-ROOFING PROJECT

NOVEMBER 24, 2021

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the form and in accordance with procedures required for Change Order proposals.

2. The Architect will consider only those requests accompanied by a copy of the Request for Substitution form bound herein, filled out completely, signed, and including the required attachments.
3. Architect's Action: Within one week of receipt of the request for substitution, the Architect will request additional information or documentation necessary for evaluation of the request. Within 2 weeks of receipt of the request, or one week of receipt of the additional information or documentation, whichever is later, the Architect will notify the Contractor of acceptance or rejection of the proposed substitution. If a decision on use of a proposed substitute cannot be made or obtained within the time allocated, use the product specified by name. Acceptance will be in the form of a Change Order.

PART 2 - PRODUCTS

2.1 SUBSTITUTIONS

A. Conditions: The Contractor's substitution request will be received and considered by the Architect when one or more of the following conditions are satisfied, as determined by the Architect; otherwise requests will be returned without action except to record noncompliance with these requirements.

1. Extensive revisions to Contract Documents are not required.
2. Proposed changes are in keeping with the general intent of Contract Documents.
3. The request is timely, fully documented and properly submitted.
4. The specified product or method of construction cannot be provided within the Contract Time. The request will not be considered if the product or method cannot be provided as a result of failure to pursue the work promptly or coordinate activities properly.
5. The specified product or method of construction cannot receive necessary approval by a governing authority, and the requested substitution can be approved.
6. 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.
7. The specified product or method of construction cannot be provided in a manner that is

SECTION 01 25 13  
PRODUCT SUBSTITUTIONS

CARTER WATKINS ASSOCIATES ARCHITECTS, INC.  
JACKSON COUNTY GORDON STREET CENTER RE-ROOFING PROJECT  
NOVEMBER 24, 2021

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compatible with other materials, and where the Contractor certifies that the substitution will overcome the incompatibility.

8. The specified product or method of construction cannot be coordinated with other materials, and where the Contractor certifies that the proposed substitution can be coordinated.
9. The specified product or method of construction cannot provide a warranty required by the Contract Documents and where the Contractor certifies that the proposed substitution provide the required warranty.

- B. The Contractor's submittal and Architect's acceptance of Shop Drawings, Product Data or Samples that relate to construction activities not complying with the Contract Documents does not constitute an acceptable or valid request for substitution, nor does it constitute approval.

PART 3 - EXECUTION (Not Applicable)

END OF SECTION

PROPOSED REQUEST FOR SUBSTITUTION

SECTION 01 25 13  
PRODUCT SUBSTITUTIONS

CARTER WATKINS ASSOCIATES ARCHITECTS, INC.  
JACKSON COUNTY GORDON STREET CENTER RE-ROOFING PROJECT  
NOVEMBER 24, 2021

01 25 13

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TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FROM: \_\_\_\_\_  
Name of Manufacturer  
\_\_\_\_\_  
Street Address  
\_\_\_\_\_  
City and State  
\_\_\_\_\_  
Phone number and name of person to contact

PROJECT: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

1. Specification Section and Paragraph numbers of product specified  
\_\_\_\_\_.

2. Proposed Substitute

- A. Name and Model No:
- B. Description:
- C. Attach applicable Submittals as required by the referenced Specification Section, i.e. Product Data, Materials List, Shop Drawings, Samples, Design Data, Test Reports, and Certificates. Attach Shop Drawings to the effect of the proposed substitution on adjacent components of the work.
- D. Insert Numbers of applicable reference standards:
- E. Attach a color chart; if applicable.

SECTION 01 25 13  
PRODUCT SUBSTITUTIONS

CARTER WATKINS ASSOCIATES ARCHITECTS, INC.  
JACKSON COUNTY GORDON STREET CENTER RE-ROOFING PROJECT  
NOVEMBER 24, 2021

01 25 13

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- F. Attach installation instructions.
3. Manufacturer's Reputation: Attach the following:
- A. Evidence of reputation for prompt delivery.
  - B. Evidence of reputation for efficiency in servicing products.
4. Comparison: Attach an itemized comparison of the proposed substitution with product specified. Significant qualities may include elements such as size, weight, durability, performance, and visual effects.
5. Changes in Work: Attach data relating to changes required in other work to permit use of proposed substitution and changes required in construction schedule and overall contract time. Coordinate changes or modifications needed to other parts of the work and to construction performed by the Owner and separate Contractors that will be necessary to accommodate the proposed substitution.
6. Cost Data: Attach accurate cost data on proposed substitution in comparison with product specified.
7. Previous Installation: Provide the following information on similar projects on which proposed substitution was used, list projects in the locale of the project primarily and then in other areas that best represent its application on this project:

Name and Address of Project	Date of Installation	Name, Address and Phone Number of Architect
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A.

B.

C.

D.



SECTION 01 25 13  
PRODUCT SUBSTITUTIONS

CARTER WATKINS ASSOCIATES ARCHITECTS, INC.

01 25 13

JACKSON COUNTY GORDON STREET CENTER RE-ROOFING PROJECT

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8. In making a request for substitution, the Manufacturer, Installer, and

Contractor each represents that:

- A. He has examined the Drawings and Specifications and has determined that, to the best of his knowledge, the proposed substitution is appropriate for the use intended in the Drawings and Specifications.
- B. He will provide the same or better warranty for substitution as for product or method specified.
- C. The product is equal or better in quality and serviceability to the specified item.

9. In making a request for substitution, the Installer and Contractor each represents that:

- A. He will coordinate the installation of accepted substitution into the work, making such changes as may be required for the work to be complete in all respects.
- B. He waives all claims for additional costs related to substitution which consequently become apparent.
- C. Cost data is complete and includes all related costs under his Contract, but excludes costs under separate contracts and the Architect's redesign costs.
- D. The substitution meets the requirements of the Contract Documents, regardless of the evidence submitted or any review or independent investigation by the Owner or the Architect.

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Name of Manufacturer and signature of Manufacturer's Rep    Date

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Name of Installer and signature of Installer's Rep            Date

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Name of Contractor and signature of Contractor's Rep        Date

SECTION 01 29 00  
APPLICATION FOR PAYMENT

CARTER WATKINS ASSOCIATES ARCHITECTS, INC.  
JACKSON COUNTY GORDON STREET CENTER RE-ROOFING PROJECT  
NOVEMBER 24, 2021

01 29 00-1

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1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements governing the Contractor's Applications for Payment.

1.3 SCHEDULE OF VALUES

- A. Coordinate preparation of the Schedule of Values with preparation of the Contractor's Construction Schedule.

1. Submit the Schedule of Values to the Architect at the earliest feasible date, but in no case later than 7 days before the date scheduled for submittal of the initial Application for Payment.

- B. Format and Content: Use the Project Manual Table of Contents as a guide to establish the format for the Schedule of Values.

1. Identification: Include the following Project Identification on the Schedule of Values:

- a. Project name
- b. Name of the Architect
- c. Project number
- d. Contractor's name and address
- e. Date of submittal

2. Arrange the Schedule of Values in a tabular form with separate columns to indicate the following for each item listed:

- a. Generic name
- b. Related Specification Section

SECTION 01 29 00  
APPLICATION FOR PAYMENT

CARTER WATKINS ASSOCIATES ARCHITECTS, INC.  
JACKSON COUNTY GORDON STREET CENTER RE-ROOFING PROJECT  
NOVEMBER 24, 2021

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- c. Name of subcontractor
  - d. Name of Manufacturer or fabricator
  - e. Name of supplier
  - f. Change Orders (numbers) that have affected value
  - g. Dollar value
  - h. Percentage of Contract Sum to the nearest one-hundredth percent, adjusted to total 100 percent

- 3. For each part of the Work where an Application for Payment may include materials or equipment, purchased or fabricated and stored, but not yet installed, provide separate line items on the Schedule of Values for initial cost of the materials, for each subsequent stage of completion, and for total installed value of that part of the Work.

**1.4 APPLICATIONS FOR PAYMENT:**

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by the Architect and paid for by the Owner.
- B. Payment Application Times: Each progress payment date is as indicated in the Agreement. The period of construction Work covered by each Application for Payment is the period indicated in the Agreement.
- C. Payment Application Forms: Use AIA Document G 702 and Continuation Sheets G 703 as the form for Application for payment.
- D. Application Preparation: Complete every entry on the form, including notarization and execution by person authorized to sign legal documents on behalf of the Owner. Incomplete applications will be returned without action.
- E. Transmittal: Submit 3 executed copies of each Application for Payment to the Architect by means ensuring receipt within 24 hours.
- F. Application for Payment at Substantial Completion: Following issuance of the Certificate of Substantial Completion, submit an Application for Payment.
- G. Administrative actions and submittals that shall proceed or coincide with this application include:
  - 1. Occupancy permits and similar approvals
  - 2. Warranties (guarantees) and maintenance agreements
  - 3. Test/adjust/balance records
  - 4. Maintenance instructions

SECTION 01 29 00  
APPLICATION FOR PAYMENT

CARTER WATKINS ASSOCIATES ARCHITECTS, INC.  
JACKSON COUNTY GORDON STREET CENTER RE-ROOFING PROJECT  
NOVEMBER 24, 2021

01 29 00-3

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5. Meter readings
  6. Start-up performance reports
  7. Change-over information related to Owner's occupancy, use, operation, and maintenance.
  8. Final cleaning
  9. Application for reduction of retainage, and consent of surety
  10. Advice on shifting insurance coverages
  11. List of incomplete Work, recognized as exceptions to Architect's Certificate of Substantial completion.
- H. Final Payment Application: Administrative actions and submittals which must precede or coincide with submittal of the final payment Application for Payment include the following:
1. Completion of Project closeout requirements
  2. Completion of items specified for completion after Substantial Completion
  3. Assurance that unsettled claims will be settled
  4. Assurance that Work not complete and accepted will be completed without undue delay
  5. Transmittal of required Project construction records to Owner
  6. Certified property survey.
  7. Proof that taxes, fees, and similar obligations have been paid
  8. Release of liens
  9. Removal of temporary facilities and services
  10. Removal of surplus materials, rubbish, and similar elements
  11. Change of door locks to Owner's access

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION

SECTION 01 31 13  
PROJECT COORDINATION

CARTER WATKINS ASSOCIATES ARCHITECTS, INC.  
JACKSON COUNTY GORDON STREET CENTER RE-ROOFING PROJECT  
NOVEMBER 24, 2021

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PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section specifies administrative and supervisory requirements necessary for Project coordination including, but not necessarily limited to:
1. Coordination
  2. General installation provisions
  3. Cleaning and protection

1.3 COORDINATION

- A. Coordination: Coordinate construction activities included under various Sections of these Specifications to assure efficient and orderly installation of each part of the work. Coordinate construction operations included under different Sections of the Specifications that are dependent upon each other for proper installation, connection, and operation.
1. Where installation of one part of the work is dependent on installation of other components, either before or after its own installation, schedule construction activities in the sequence required to obtain the best results.
  2. Where availability of space is limited, coordinate installation of different components to assure maximum accessibility for required maintenance, service and repair.
  3. Make adequate provisions to accommodate items scheduled for later installation.
- B. Where necessary, prepare memoranda for distribution to each party involved outlining special procedures required for coordination. Include such items as required notices, reports, and attendance at meetings.
1. Prepare similar memoranda for the Owner and separate Contractors where coordination of their work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and ensure orderly progress of the work.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 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. Do not proceed until unsatisfactory

SECTION 01 31 13  
PROJECT COORDINATION

CARTER WATKINS ASSOCIATES ARCHITECTS, INC.  
JACKSON COUNTY GORDON STREET CENTER RE-ROOFING PROJECT  
NOVEMBER 24, 2021

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conditions have been corrected in an acceptable manner.

- B. Manufacturer's Instructions: 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. Inspect materials or equipment immediately upon delivery and again prior to installation. Reject damaged and defective items.
- D. Provide 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: Provide uniform joint widths in exposed work. Arrange joints in exposed work to obtain the best visual effect. Refer questionable choices to the Architect for final decision.
- F. Recheck measurements and dimensions, before starting each installation.
- G. Install each component during weather conditions and Project status that will ensure the best possible results. Isolate each part of the completed construction from incompatible material as necessary to prevent deterioration.
- H. Coordinate temporary enclosures with required inspections and tests, to minimize the necessity of uncovering completed construction for that purpose.
- I. Mounting Heights: Where mounting heights are not indicated, 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.

**3.2 CLEANING AND PROTECTION**

- A. During handling and installation, clean and protect construction in progress and adjoining materials in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- B. Clean and maintain completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- C. Limiting Exposures: 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 during the construction period.

END OF SECTION

SECTION 01 31 19  
PROJECT MEETINGS

CARTER WATKINS ASSOCIATES ARCHITECTS, INC.  
JACKSON COUNTY GORDON STREET CENTER RE-ROOFING PROJECT  
NOVEMBER 24, 2021

01 31 19-1

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PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including general and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for project meetings including but not limited to:
  - 1. Pre-Construction Conference
  - 2. Progress Meetings – to be held every other week at an agreed-upon time/date.
- B. Construction schedules are specified in another Division-1 Section.

1.3 PRE-CONSTRUCTION CONFERENCE

- A. Schedule a pre-construction conference and organizational meeting at the Project site or other convenient location no later than 15 days after execution of the Agreement and prior to commencement of construction activities. Conduct the meeting to review responsibilities and personnel assignments.
- B. Attendees: The Owner, Architect and their consultants, the Contractor and its superintendent, major subcontractors, manufacturers, suppliers and other concerned parties shall each be represented at the conference by persons familiar with and authorized to conclude matters relating to the work.
- C. Agenda: Discuss items of significance that could affect progress including such topics as:
  - 1. Tentative construction schedule
  - 2. Critical Work sequencing
  - 3. Designation of responsible personnel
  - 4. Procedures for processing field decisions and Change Orders
  - 5. Procedures for processing Applications for Payment
  - 6. Distribution of Contract Documents
  - 7. Submittal of Shop Drawings, Product Data and Samples
  - 8. Preparation of record documents
  - 9. Use of the premises
  - 10. Office, Work, and storage areas
  - 11. Equipment deliveries and priorities
  - 12. Safety procedures
  - 13. First aid

SECTION 01 31 19  
PROJECT MEETINGS

CARTER WATKINS ASSOCIATES ARCHITECTS, INC.  
JACKSON COUNTY GORDON STREET CENTER RE-ROOFING PROJECT  
NOVEMBER 24, 2021

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- 14. Security
  - 15. Housekeeping
  - 16. Working hours

1.4 PROGRESS MEETINGS

- A. Conduct progress meetings at the Project site at weekly intervals to include the General Contractor and all major subcontractors. Provide meeting minutes to the Architect for review and comment. Coordinate dates of meetings with preparation of the payment request.
- B. Attendees: In addition to representatives of the Owner and Architect, each subcontractor, supplier or other entity concerned with current progress or involved in planning, coordination or performance of future activities shall be represented at these meetings by persons familiar with the Project and authorized to conclude matters relating to progress.
- C. Agenda: Review and correct or approve minutes of the previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to the current status of the Project.
  - 1. Contractor's Construction Schedule: Review progress since the last meeting. Determine where each activity is in relation to the Contractor's Construction Schedule, whether on time or ahead or behind 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.
  - 2. Review the present and future needs of each entity present, including such items as:
    - a. Interface requirements
    - b. Time
    - c. Sequences
    - d. Deliveries
    - e. Off-site fabrication problems
    - f. Access
    - g. Site utilization
    - h. Temporary facilities and services
    - i. Hours of Work
    - j. Hazards and risks
    - k. Housekeeping



SECTION 01 31 19  
PROJECT MEETINGS

CARTER WATKINS ASSOCIATES ARCHITECTS, INC.  
JACKSON COUNTY GORDON STREET CENTER RE-ROOFING PROJECT  
NOVEMBER 24, 2021

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- l. Quality and Work standards
    - m. Change Orders
    - n. Documentation of information for payment requests
    - o. Pre-installation discussions
  - D. Reporting: No later than 3 days after each progress meeting date, distribute copies of minutes of the meeting to each party present and to other parties who should have been present. Include a brief summary, in narrative form, of progress since the previous meeting and report.
    - 1. Schedule Updating: Revise the construction schedule after each progress meeting where revision to the schedule have been made or recognized. Issue the revised schedule concurrently with the report of each meeting.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION

CARTER WATKINS ASSOCIATES ARCHITECTS, INC.  
JACKSON COUNTY GORDON STREET CENTER RE-ROOFING PROJECT  
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SECTION 013233 - PHOTOGRAPHIC DOCUMENTATION

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for the following:

1. Preconstruction photographs.
2. Periodic construction photographs.
3. Final completion construction photographs.

B. Related Requirements:

1. Section 017700 "Closeout Procedures" for submitting photographic documentation as Project Record Documents at Project closeout.
2. Section 024119 "Selective Demolition" for photographic documentation before selective demolition operations commence.
3. Section 311000 "Site Clearing" for photographic documentation before site clearing operations commence.

1.2 INFORMATIONAL SUBMITTALS

A. Key Plan: Submit key plan of Project site and building with notation of vantage points marked for location and direction of each photograph. Indicate elevation or story of construction. Include same information as corresponding photographic documentation.

B. Digital Photographs: Submit image files within [three] days of taking photographs.

1. Submit photos [on CD-ROM or thumb-drive]. Include copy of key plan indicating each photograph's location and direction.
2. Identification: Provide the following information with each image description [in file metadata tag]:

- a. Name of Project.

CARTER WATKINS ASSOCIATES ARCHITECTS, INC.

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- b. Name and contact information for photographer.
- c. Name of Architect[ and Construction Manager].
- d. Name of Contractor.
- e. Date photograph was taken.
- f. Description of location, vantage point, and direction.
- g. Unique sequential identifier keyed to accompanying key plan.

### 1.3 QUALITY ASSURANCE

### 1.4 FORMATS AND MEDIA

- A. Digital Photographs: Provide color images in JPG format, produced by a digital camera with minimum sensor size of [12] megapixels, and at an image resolution of not less than [3200 by 2400] pixels[, and with vibration-reduction technology]. Use flash in low light levels or backlit conditions.
- B. Digital Images: Submit digital media as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.

### 1.5 CONSTRUCTION PHOTOGRAPHS

- A. Photographer: Engage a qualified photographer to take construction photographs.
- B. General: Take photographs with maximum depth of field and in focus.
  - 1. Maintain key plan with each set of construction photographs that identifies each photographic location.
- C. Preconstruction Photographs: Before starting construction, take photographs of Project site and surrounding properties, including existing items to remain during construction, from different vantage points, as directed by [Architect].
  - 1. Flag [construction limits] before taking construction photographs.
  - 2. Take [20] photographs to show existing conditions adjacent to property before starting the Work.
  - 3. Take [20] photographs of existing buildings either on or adjoining property to accurately record physical conditions at start of construction.

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4. Take additional photographs as required to record settlement or cracking of adjacent structures, pavements, and improvements.
- D. Periodic Construction Photographs: Take [20] photographs [weekly] . Select vantage points to show status of construction and progress since last photographs were taken.
- E. Final Completion Construction Photographs: Take [100] photographs after date of Substantial Completion for submission as Project Record Documents. [Architect] will inform photographer of desired vantage points.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013233

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PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for submittals required for performance of the work, including:
1. Contractor's construction schedule
    2. Daily construction reports
    3. Shop Drawings
    4. Product Data
    5. Samples
- B. Administrative Submittals: Refer to other Division-1 Sections and other Contract Documents for requirements for administrative submittals. Such submittals include, but are not limited to:
1. Permits
  2. Applications for payment
  3. Performance and payment bonds
  4. Insurance certificates
  5. List of Subcontractors
- C. The Schedule of Values submittal is included in Section "Applications for Payment."

1.3 SUBMITTAL PROCEDURES

- A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.
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 elements of the work so processing will not be delayed by the need to review submittals concurrently for coordination.
    - a. The Architect reserves the right to withhold action on a submittal requiring coordination

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### SUBMITTALS

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with other submittals until related submittals are received.

3. Processing: Allow sufficient review time so that installation will not be delayed as a result of the time required to process submittals, including time for re-submittals.
  - a. Allow three weeks for initial review. Allow additional time if processing must be delayed to permit coordination with subsequent submittals. The Architect will promptly advise the Contractor when a submittal being processed must be delayed for coordination.
  - b. If an intermediate submittal is necessary, process the same as the initial submittal.
  - c. Allow two weeks for reprocessing each submittal.
  - d. No extension of Contract Time will be authorized because of failure to transmit submittals to the Architect sufficiently in advance of the work to permit processing.
- B. Submittal Preparation: Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.
  1. Provide a space approximately 4" x 5" on the label or beside the title block on Shop Drawings to record the Contractor's review and approval markings and the action taken.
  2. Include the following information on the label for processing and recording action taken.
    - a. Project name
    - b. Date
    - c. Name and address of Architect
    - d. Name and address of Contractor
    - e. Name and address of subcontractor
    - f. Name and address of supplier
    - g. Name of manufacturer
    - h. Number and title of appropriate Specification Section
    - i. Drawing number and detail references, as appropriate
- C. Submittal Transmittal: Package each submittal appropriately for transmittal and handling. Transmit each submittal from Contractor to Architect using a transmittal form. Submittals received from sources other than the Contractor will be returned without action.
  1. On the transmittal Record relevant information and requests for data. On the form, or separate sheet, record deviations from Contract Document requirements, including minor variations and limitations. Include Contractor's certification that information complies with Contract Document requirements.

#### 1.4 CONTRACTOR'S CONSTRUCTION SCHEDULE

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- A. Bar-Chart Schedule: Prepare a fully developed, horizontal bar-chart type Contractor's construction schedule. Submit within 30 days of the date established for "Commencement of the Work".
1. Provide a separate time bar for each significant construction activity. Provide a continuous vertical line to identify the first working day of each week. Use the same breakdown of units of the Work as indicated in the "Schedule of Values".
- B. Distribution: Following response to the initial submittal, print and distribute copies to the Architect, Owner, subcontractors, and other parties required to comply with scheduled dates. Post copies in the Project meeting room and temporary field office.
1. When revisions are made, distribute 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 construction activities.
- C. Schedule Updating: Revise the schedule after each meeting or activity, where revisions have been recognized or made. Issue the updated schedule concurrently with report of each meeting.

1.5 SHOP DRAWINGS

- A. Submit newly prepared information, drawn to accurate scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Standard information prepared without specific reference to the Project is not considered Shop Drawings.
- B. Shop Drawings include fabrication and installation drawings, setting diagrams, schedules, patterns, templates and similar drawings. Include the following information:
1. Dimensions
  2. Identification of products and materials included
  3. Compliance with specified standards
  4. Notation of coordination requirements
  5. Notation of dimensions established by field measurement.
  6. Sheet Size: Except for templates, patterns and similar full-size Drawings, submit Shop Drawings of sheets at least 8 1/2" x 11" but no larger than 30" x 42".
  7. Initial Submittal: Submit one correctable translucent reproducible print and two blue or black-line print for the Architect's review; the reproducible print will be returned.
  8. Final Submittal: Submit three blue or black-line prints; submit 5 prints where required for maintenance manuals. 2 prints will be retained; the remainder will be returned.
  9. Do not use Shop Drawings without an appropriate final stamp indicating action taken in connection with construction.

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C. SPECIFIC SHOP DRAWINGS TO BE SUBMITTED, IN ADDITION TO CUSTOMARY ITEMS, ARE AS FOLLOWS:

1. Engineered Wood Truss Shop drawings with Georgia Registered Engineer's Stamp.
2. Steel Stud Shop drawings with Georgia Registered Engineer's Stamp.
3. Parking and sidewalk layout shop drawing.
4. Roofing, flashing, and coping shop drawings.
5. Millwork and Cabinetry.
6. Interior Finishes.
7. HVAC, Plumbing, and Electrical.

1.6 PRODUCT DATA

A. Collect Product Data into a single submittal for each element of construction or system. Product Data includes printed information such as manufacturer's installation instructions, catalog cuts, standard color charts, roughing-in diagrams and templates, standard wiring diagrams and performance curves. Where Product Data must be specially prepared because standard printed data is not suitable for use, submit as "Shop Drawings."

1. Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products, some of which are not required, mark copies to indicate the applicable information. Include the following information:
  - a. Manufacturer's printed recommendations
  - b. Compliance with recognized trade association standards
  - c. Compliance with recognized testing agency standards
  - d. Application of testing agency labels and seals
  - e. Notation of dimensions verified by field measurement
  - f. Notation of coordination requirements
2. Do not submit Product Data until compliance with requirements of the Contract Documents has been confirmed.
3. Preliminary Submittal: Submit a preliminary single-copy of Product Data where selection of options is required.
4. Submittals: Submit 3 copies of each required submittal; submit 5 copies where required for maintenance manuals. The Architect will retain one, and will return the other marked with action taken and corrections or modifications required.
  - a. Unless noncompliance with Contract Document provisions is observed, the submittal may serve as the final submittal.



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5. Distribution: Furnish copies of final submittal to installers, subcontractors, suppliers, manufacturers, fabricators, and others required for performance of construction activities. Show distribution on transmittal forms.
  - a. Do not proceed with installation until an applicable copy of Product Data applicable is in the installer's possession.
  - b. Do not permit use of unmarked copies of Product Data in connection with construction.

1.7 SAMPLES

- A. Submit full-size, fully fabricated Samples cured and finished as specified and physically identical with the material or product proposed. Samples include partial sections of manufactured or fabricated components, cuts or containers of materials, color range sets, and swatches showing color, texture and pattern.
  1. Mount, display, or package Samples in the manner specified to facilitate review of qualities indicated. Prepare Samples to match the Architect's Sample. Include the following:
    - a. Generic description of the Sample
    - b. Sample source
    - c. Product name or name of manufacturer
    - d. Compliance with recognized standards
    - e. Availability and delivery time
  2. Submit Samples for review of kind, color, pattern, and texture, for a final check of these characteristics with other elements, and for a comparison of these characteristics between the final submittal and the actual component as delivered and installed.
    - a. Where variation in color, pattern, texture or other characteristics are inherent in the material or product represented, submit multiple units (not less than 3) that show approximate limits of the variations.
    - b. Refer to other Specification Sections for requirements for Samples that illustrate workmanship, fabrication techniques, details of assembly, connections, operation and similar construction characteristics.
    - c. Refer to other Sections for Samples to be returned to the Contractor for incorporation in the Work. Such samples must be undamaged at time of use. On the transmittal, indicate special requests regarding disposition of Sample submittals.
  3. Preliminary submittals: Where Samples are for selection of color, pattern, texture or similar characteristics from a range of standard choices, submit a full set of choices for the material

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or product.

- a. Preliminary submittals will be reviewed and returned with the Architect's mark indicating selection and other action.
4. Submittals: Except for Samples illustrating assembly details, workmanship, fabrication techniques, connections, operation and similar characteristics, submit 3 sets; one will be returned marked with the action taken.
5. Maintain sets of Samples, as returned, at the Project site, for quality comparisons throughout the course of construction.
  - a. Unless noncompliance with Contract Document provisions is observed, the submittal may serve as the final submittal.
  - b. Sample sets may be used to obtain final acceptance of the construction associated with each set.
- B. Distribution of Samples: Prepare and distribute additional sets to subcontractors, manufacturers, fabricators, suppliers, installers, and others as required for performance of the Work. Show distribution on transmittal forms.

1.8 ARCHITECT'S ACTION

- A. Except for submittals for record, information or similar purposes, where action and return is required or requested, the Architect will review each submittal, mark to indicate action taken, and return promptly.
  1. Compliance with specified characteristics is the Contractor's responsibility.
- B. Action Stamp: The Architect will stamp each submittal with a uniform, self-explanatory action stamp. The stamp will be appropriately marked, as follows, to indicate the action taken:
  1. Final Unrestricted Release: Where submittals are marked "Approved " or No Exceptions Taken" 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. This does NOT preclude the Contractor from following the Construction Documents in any way. This does not comprise the Architect's "approval" of the submittal, other than for a cursory review, and does not allow the contractor to deviate from the documents in any fashion. It is simply a courtesy review of the submittal. The Architect has outlined the project in the Construction Document and any variation is taken at the Contractor's risk.
  2. Final-But-Restricted Release: When submittals are marked "Make Corrections Noted" that part of the Work covered by the submittal may proceed provided it complies with notations or

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corrections on the submittal and requirements of the Contract Documents; final acceptance will depend on that compliance.

3. Returned for Resubmittal: When submittal is marked "Rejected, 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 "Rejected, Resubmit" to be used at the Project site, or elsewhere where Work is in progress.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION

SECTION 01 42 19  
REFERENCE STANDARDS AND DEFINITIONS

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PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 DEFINITIONS

- A. General: Basic Contract definitions are included in the General Conditions.
- B. Indicated: The term "indicated" refers to graphic representations, notes, or schedules on the Drawings, other paragraphs or schedules in the Specifications, and similar requirements in the Contract Documents. Where terms such as "shown," "noted," "scheduled," and "specified" are used, it is to help the reader locate the reference; no limitation on location is intended.
- C. Directed: Terms such as "directed," "requested," "authorized," "selected," "approved," "required," and "permitted" mean "directed by the Architect," "requested by the Architect," and similar phrases.
- D. Approve: The term "approved," where used in conjunction with the Architect's action on the Contractor's submittals, applications, and requests, is limited to the Architect's duties and responsibilities as stated in General and Supplementary Conditions.
- E. Regulation: The term "Regulations" includes laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, as well as rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. Furnish: The term "furnish" is used to mean "supply and deliver to the Project site, ready for unloading, unpacking, assembly, installation, and similar operations."
- G. Install: The term "install" is used to describe operations at project site including the actual "unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations."
- H. Provide: The term "provide" means "to furnish and install, complete and ready for the intended use."
- I. Installer: An "Installer" is the Contractor or an entity engaged by the Contractor, either as an employee, subcontractor, or sub-subcontractor, for performance of a particular construction activity, including installation, erection, application, and similar operations. Installers are required to be experienced in the operations they are engaged to perform.
1. The term "experienced" when used with the term "Installer" means having a minimum of 5 previous Projects similar in size and scope to this Project, being familiar with the precautions required, and having complied with requirements of the authority having jurisdiction.
  2. Trades: Use of titles such as "carpentry" is not intended to imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic

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REFERENCE STANDARDS AND DEFINITIONS

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name, such as "carpenter." It also does not imply that requirements specified apply exclusively to tradespersons of the corresponding generic name.

3. Assignment of Specialists: Certain Sections of the Specifications require that specific construction activities shall be performed by specialists who are recognized experts in the operations to be performed. The specialists must be engaged for those activities, and assignments are requirements over which the Contractor has no choice or opinion. Nevertheless, the ultimate responsibility for fulfilling Contract requirements remains with the Contractor.
  - a. This requirement shall not be interpreted to conflict with enforcement of building codes and similar regulations governing the Work. It is also not intended to interfere with local trade union jurisdictional settlements and similar conventions.
- J. Project Site is the space available to the Contractor for performance of construction activities, either exclusively or in conjunction with others performing other work as part of the Project. The extent of the Project Site is shown on the Drawings and may or may not be identical with the description of the land upon which the Project is to be built.
- K. Testing Laboratories: A "testing laboratory" is an independent entity engaged to perform specific inspections or tests, either at the Project Site or elsewhere, and to report on and, if required, to interpret results of those inspections or tests.

### 1.3 INDUSTRY STANDARDS

- A. Applicability of Standards: Except where 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. Such standards are made a part of the Contract Documents by reference.
- B. Publication Dates: Where the date of issue of a referenced standard is not specified, comply with The standard in effect as of date of Contract Documents.
- C. Conflicting Requirements: Where compliance with two or more standards is specified, and the standards establish different or conflicting requirements for minimum quantities or quality levels, refer requirements that are different, but apparently equal, and uncertainties to the Architect for a decision before proceeding.
  1. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. In complying with these requirements, indicated numeric values are minimum or maximum, as

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REFERENCE STANDARDS AND DEFINITIONS

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appropriate for the context of the requirements. Refer uncertainties to the Architect for a decision before proceeding.

- D. Copies of Standards: Each entity engaged in construction on the Project is required to be familiar with industry standards applicable to that entity's construction activity. Copies of applicable standards are not bound with the Contract Documents.
1. Where copies of standards are needed for performance of a required construction activity, the Contractor shall obtain copies directly from the publication source.
  2. Although copies of standards needed for enforcement of requirements may be included as part of required submittals, the Architect reserves the right to require the Contractor to submit additional copies as necessary for enforcement of requirements.
- E. Abbreviations and Names: Trade association names and titles of general standards are frequently abbreviated. Where such acronyms or abbreviations are used in the Specifications or other Contract Documents, they mean the recognized name of the trade association, standards generating organization, authority having jurisdiction, or other entity applicable to the context of the text provision. Refer to the "Encyclopedia of Associations," published by Gale Research Co., available in most libraries.

**1.4 GOVERNING REGULATIONS/AUTHORITIES**

- A. The Architect has contacted authorities having jurisdiction where necessary to obtain information necessary for preparation of Contract Documents; that information may or may not be of significance to the Contractor. Contact authorities having jurisdiction directly for information and decisions having a bearing on the Work.

**1.5 SUBMITTALS**

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

**PART 2 - PRODUCTS (Not Applicable)**

**PART 3 - EXECUTION (Not Applicable)**

**END OF SECTION**

SECTION 01 43 13  
MATERIALS AND EQUIPMENT

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PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements governing the Contractor's selection of products for use in the Project.
- B. The Contractor's Construction Schedule and the Schedule of Submittals are included under Section "Submittals."
- C. Standards: Refer to Section "Definitions and Standards" for applicability of industry standards to products specified.
- D. Administrative procedures for handling requests for substitutions made after award of the Contract are included under Section "Product Substitutions."

1.3 DEFINITIONS

- A. Definitions used in the Article are not intended to change the meaning of other terms used in the Contract Documents, such as "specialties," "systems," "structure," "finishes," "accessories," and similar terms. Such terms are self-explanatory and have well recognized meanings in the construction industry.
1. "Products" are items purchased for incorporation in the Work, whether purchased for the Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
    - a. "Named Products" are items identified by manufacturer's product name, including make or model designation, indicated in the manufacturer's published product literature, that is current as of the date of the Contract Documents.
  2. "Materials" are products that are substantially shaped, cut, worked, mixed, finished, refined or otherwise fabricated, processed, or installed to form a part of the Work.
  3. "Equipment" is a product with operational parts, whether motorized or manually operated, that requires service connections such as wiring or piping.

1.4 QUALITY ASSURANCE

- A. Source Limitations: To the fullest extent possible, provide products of the same kind, from a single source.

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1. When specified products are available only from sources that do not or cannot produce a quantity adequate to complete project requirements in a timely manner, consult with the Architect for a determination of the most important product qualities before proceeding. Qualities may include attributes relating to visual appearance, strength, durability, or compatibility. When a determination has been made, select products from sources that produce products that possess these qualities, to the fullest extent possible.
- B. Compatibility of Options: When the Contractor is given the option of selecting between two or more products for use on the Project, the product selected shall be compatible with products previously selected, even if previously selected products were also options.
- C. Nameplates: Except for required labels and operating data, do not attach or imprint manufacturer's or producer's nameplates or trademarks on exposed surfaces of products which will be exposed to View in occupied spaces or on the exterior.
  1. Labels: Locate required product labels and stamps on a concealed surface or, where required for observation after installation, on an accessible surface that is not conspicuous.
  2. Equipment Nameplates: Provide a permanent nameplate on each item of service-connected or power-operated equipment. Locate on an easily accessible surface which is inconspicuous in occupied spaces. The nameplate shall contain the following information and other essential operating data:
    - a. Name of product and manufacturer
    - b. Model and serial number
    - c. Capacity
    - d. Speed
    - e. Ratings

**1.5 PRODUCT DELIVERY, STORAGE, AND HANDLING**

- A. Deliver, store and handle products in accordance with the manufacturer's recommendations, using means and methods that will prevent damage, deterioration and loss, including theft.
  1. Schedule delivery to minimize long-term storage at the 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 the site in the manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking,



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- protecting and installing.
4. Inspect products upon delivery to ensure compliance with the Contract Documents, and to ensure that products are undamaged and properly protected.
  5. Store products at the site in a manner that will facilitate inspection and measurement of quantity or counting of units.
  6. Store heavy materials away from the Project structure in a manner that will not endanger the supporting construction.
  7. Store products subject to damage by the elements above ground, under cover in a weathertight enclosure, with ventilation adequate to prevent condensation. Maintain temperature and humidity within range required by manufacturer's instructions.

**PART 2 - PRODUCTS**

**2.1 PRODUCT SELECTION**

- A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, unused at the time of installation.
  1. Provide products complete with all accessories, trim, finish, safety guards and other devices and details needed for a complete installation and for the intended use and effect.
  2. Standard Products: Where available, provide standard products of types that have been produced and used successfully in similar situations on other projects.
- B. Product Selection Procedures: Product selection is governed by the Contract Documents and governing regulations, not by previous Project experience. Procedures governing product selection include the following:
  1. Proprietary Specification Requirements: Where only a single product or manufacturer is named, provide the product indicated. Substitutions will be permitted, if approved equal.
  2. Semi-proprietary Specification Requirements: Where two or more products or manufacturers are named, provide one of the products indicated. Substitutions will be permitted, if approved equal.
  3. Descriptive Specification Requirements: Where Specifications describe a product or assembly, listing exact characteristics required, with or without use of a brand or trade name, provide a product or assembly that provides the characteristics and otherwise complies with Contract requirements.
  4. Performance Specification Requirements: Where Specifications require compliance with performance requirements, provide products that comply with these requirements, and are

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recommended by the manufacturer for the application indicated. General overall performance of a product is implied where the product is specified for a specific application.

- a. Manufacturer's recommendations may be contained in published product literature, or by the manufacturer's certification of performance.
5. Compliance with Standards, Codes and Regulations: Where the Specifications only require compliance with an imposed code, standard or regulation, select a product that complies with the standards, codes or regulations specified.
6. Visual Matching: Where Specifications require matching an established Sample, the Architect's decision will be final on whether a proposed product matches satisfactorily.
  - a. Where no product available within the specified category matches satisfactorily and also complies with other specified requirements, comply with provisions of the Contract Documents concerning "substitutions" for selection of a matching product in another product category, or for noncompliance with specified requirements.
7. Visual Selection: Where specified product requirements include the phrase "...as selected from manufacturer's standard colors, patterns, textures..." or a similar phrase, select a product and manufacturer that complies with other specified requirements. The Architect will select the color, pattern and texture from the product line selected.
8. Allowances: Refer to individual Specification Sections and "Allowance" provisions in Division-1 for allowances that control product selection, and for procedures required for processing such selections.

**PART 3 - EXECUTION**

**3.1 INSTALLATION OF PRODUCTS**

- A. Comply with manufacturer's instructions and recommendations for installation of products in the applications indicated. Anchor each product securely in place, accurately located and aligned with other work.
  1. Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

**END OF SECTION**

SECTION 01 51 00  
TEMPORARY FACILITIES

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PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section specifies requirements for temporary services and facilities, including utilities, construction and support facilities, security and protection.
- B. Temporary utilities required include but are not limited to:
  - 1. Water service and distribution
  - 2. Temporary electric power and light
  - 3. Telephone service.
  - 4. Internet Service with email, Computer, and Printer.
- C. Temporary construction and support facilities required include but are not limited to:
  - 1. Temporary heat
  - 2. Field offices and storage sheds
  - 3. Sanitary facilities, including drinking water
  - 4. Temporary enclosures
  - 5. Elevator use
  - 6. Temporary Project identification signs and bulletin boards
  - 7. Waste disposal services
  - 8. Rodent and pest control
  - 9. Construction aids and miscellaneous services and facilities.
- D. Security and protection facilities required include but are not limited to:
  - 1. Temporary fire protection
  - 2. Barricades, warning signs, lights
  - 3. Environmental protection

1.3 SUBMITTALS

- A. Temporary Utilities: Submit reports of tests, inspections, meter readings and similar procedures performed on temporary utilities.

1.4 QUALITY ASSURANCE

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- A. Regulations: Comply with industry standards and applicable laws and regulations if authorities having jurisdiction, including but not limited to:
1. Building Code requirements
  2. Health and safety regulations
  3. Utility company regulations
  4. Police, Fire Department and Rescue Squad rules
  5. Environmental protection regulations
- B. Standards: Comply with NFPA Code 241, "Building Construction and Demolition Operations", ANSI-A10 Series standards for "Safety Requirements for Construction and Demolition", and NECA Electrical Design Library "Temporary Electrical Facilities."
1. Refer to "Guidelines for Bid Conditions for Temporary Job Utilities and Services", prepared jointly by AGC and ASC, for industry recommendations.
  2. Electrical Service: Comply with NEMA, NECA and UL standards and regulations for temporary electric service. Install service in compliance with National Electric Code (NFPA 70).
- C. Inspections: Arrange for authorities having jurisdiction to inspect and test each temporary utility before use. Obtain required certifications and permits.

1.5 PROJECT CONDITIONS

- A. Temporary Utilities: Prepare a schedule indicating dates for implementation and termination of each temporary utility. At the earliest feasible time, when acceptable to the Owner, change over from use of temporary service to use of the permanent service.
- B. Conditions of Use: Keep temporary services and facilities clean and neat in appearance. Operate in a safe and efficient manner. Take necessary fire prevention measures. Do not overload facilities, or permit them to interfere with progress. Do not allow hazardous dangerous or unsanitary conditions, or public nuisances to develop or persist on the site.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Provide new materials; if acceptable to the Architect, undamaged previously used materials in serviceable condition may be used. Provide materials suitable for the use intended.
- B. Lumber and Plywood: Comply with requirements in Division-6 Section "Rough Carpentry."
1. For job-built temporary offices, shops and sheds within the construction area, provide UL labeled, fire treated lumber and plywood for framing, sheathing and siding.

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2. For signs and directory boards, provide exterior type, Grade B-B high Density Concrete Form Overlay Plywood conforming to PS-1, of sizes and thickness indicated.
  3. For fences and vision barriers, provide exterior type, minimum 3/8" thick plywood.
- C. Gypsum Wallboard: Provide gypsum wallboard complying with requirements of ASTM C 36 on interior walls of temporary offices.
- D. Paint: Comply with requirements of Division-9 Section "Finish Painting."
1. For job-built temporary offices, shops, sheds, fences and other exposed lumber and plywood, provide exterior grade acrylic-latex emulsion over exterior primer.
  2. For sign panels and applying graphics, provide exterior grade alkyd gloss enamel over exterior primer.
  3. For interior walls of temporary offices, provide two coats interior latex flat wall paint.
- E. Tarpaulins: Provide waterproof, fire-resistant, UL labeled tarpaulins with flame-spread rating of 15 or less. For temporary enclosures provide translucent nylon reinforced laminated polyethylene or polyvinyl chloride fire retardant tarpaulins.
- F. Water: Provide potable water approved by local health authorities.

**2.2 EQUIPMENT**

- A. General: Provide new equipment; if acceptable to the Architect, undamaged, previously used equipment in serviceable condition may be used. Provide equipment suitable for use intended.
- B. Water Hoses: Provide 3/4" heavy-duty, abrasion-resistant, flexible rubber hoses 100 ft. long, with pressure rating greater than the maximum pressure of the water distribution system; provide adjustable shut-off nozzles at hose discharge.
- C. Electrical Outlets: Provide properly configured NEMA polarized outlets to prevent insertion of 110-120 volt plugs into higher voltage outlets. Provide receptacle outlets equipped with ground-fault circuit interrupters, reset button and pilot light, for connection of power tools and equipment.
- D. Electrical Power Cords: Provide grounded extension cords; use "hard-service" cords where exposed to abrasion and traffic. Provide waterproof connectors to connect separate lengths of electric cords, if single lengths will not reach areas where construction activities are in progress.
- E. Lamps and Light Fixtures: Provide general service incandescent lamps of wattage required for adequate illumination. Provide guard cages or tempered glass enclosures, where exposed to breakage. Provide exterior fixtures where exposed to moisture.
- F. Heating Units: Provide temporary heating units that have been tested and labeled by UL, FM or another recognized trade association related to the type of fuel being consumed.

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- G. Temporary Offices: Provide prefabricated or mobile units or similar job-built construction with lockable entrances, operable windows and serviceable finishes. Provide heated and air-conditioned units on foundations adequate for normal loading.
- H. Temporary Toilet Units: Provide self-contained single-occupant toilet units of the chemical, aerated recirculation, or combustion type, properly vented and fully enclosed with a glass fiber reinforced polyester shell or similar nonabsorbent material.
- I. First Aid Supplies: Comply with governing regulations.
- J. Fire Extinguishers: Provide hand-carried, portable UL-rated, class "A" fire extinguishers for temporary offices and similar spaces. In other locations provide hand-carried, portable, UL-rated, class "ABC" dry chemical extinguishers, or a combination of extinguishers of NFPA recommended classes for the exposures.
  - 1. Comply with NFPA 10 and 241 for classification, extinguishing agent and size required by location and class of fire exposure.

**PART 3 - EXECUTION**

**3.1 INSTALLATION**

- A. Use qualified personnel for installation of temporary facilities. Locate facilities where they will serve the Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required.
- B. Provide each facility ready for use when needed to avoid delay. Maintain and modify as required. 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: Connect to existing service.
- B. Water Service: Install water service and distribution piping of sizes and pressures adequate for construction until permanent water service is in use.
  - 1. Sterilization: Sterilize temporary water piping prior to use.
- C. Temporary Electric Power Service: Provide weatherproof, grounded electric power service and distribution system of sufficient size, capacity, and power characteristics during construction period. Include meters, transformers, overload protected disconnects, automatic ground-fault interrupters and main distribution switch gear.

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1. Except where overhead service must be used, install electric power service underground.
  2. Power Distribution System: Install wiring overhead, and rise vertically where least exposed to damage. Where permitted, wiring circuits not exceeding 125 Volts, AC 20 ampere rating, and lighting circuits may be nonmetallic sheathed cable where overhead and exposed for surveillance.
- D. Temporary Lighting: Whenever overhead floor or roof deck has been installed, provide temporary lighting with local switching.
1. Install and operate temporary lighting that will fulfill security and protection requirements, without operating the entire system, and will provide adequate illumination for construction operations and traffic conditions.
- E. Temporary Telephones: Provide temporary telephone service for all personnel engaged in construction activities, throughout the construction period. Install telephone on a separate line for each temporary office and first aid station. Where an office has more than two occupants, install a telephone for each additional occupant or pair of occupants.
1. At each telephone, post a list of important telephone numbers.

**3.3 TEMPORARY CONSTRUCTION AND SUPPORT FACILITIES**

- A. Locate field offices, storage sheds, sanitary facilities and other temporary construction and support facilities for easy access.
1. Maintain temporary construction and support facilities until near Substantial Completion. Remove prior to Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to the Owner.
- B. Provide incombustible construction for offices, shops and sheds located within the construction area, or within 30 feet of building lines. Comply with requirements of NFPA 241.
- C. Temporary Heat: Provide temporary heat required by construction activities, for curing or drying of completed installations or protection of installed construction from adverse effects of low temperatures or high humidity. Select safe equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce the ambient condition required and minimize consumption of energy.
- D. Heating Facilities: Except where use of the permanent system is authorized, provide vented self-contained LP gas or fuel oil heaters with individual space thermostatic control.
1. Use of gasoline-burning space heaters, open flame, or salamander type heating units is prohibited.

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- E. Field offices: Provide insulated, weather-tight temporary offices of sufficient size to accommodate required office personnel at the Project site. Keep the office clean and orderly for use for small progress meetings. Furnish and equip offices as follows:
- F. Sanitary facilities include temporary toilets, wash facilities and drinking water fixtures. Comply with regulations and health codes for the type, number, location, operation and maintenance of fixtures and facilities. Install where facilities will best serve the Project's needs.
1. Provide toilet tissue, paper towels, paper cups and similar disposable materials for each facility. Provide covered waste containers for used material.
- G. Toilets: Install self-contained toilet units. Shield toilets to ensure privacy. Use of pit-type privies will not be permitted.
- H. Wash Facilities: Install wash facilities supplied with potable water at convenient locations for personnel involved in handling materials that require wash-up for a healthy and sanitary condition. Dispose of drainage properly. Supply cleaning compounds appropriate for each condition.
1. Provide safety showers, eye-wash fountains and similar facilities for convenience, safety and sanitation of personnel.
- I. Drinking Water Facilities: Provide containerized tap-dispenser bottled-water type drinking water units, including paper supply.
1. Where power is accessible, provide electric water coolers to maintain dispensed water temperature at 45 to 55 deg F (7 to 13 deg C).
- J. Temporary Enclosures: Provide temporary enclosure for protection of construction in progress and completed, from exposure, foul weather, other construction operations and similar activities.
1. Where heat is needed and the permanent building enclosure is not complete, provide temporary enclosures where there is no other provision for containment of heat. Coordinate enclosure with ventilating and material drying or curing requirements to avoid dangerous conditions and effects.
  2. Install tarpaulins securely, with incombustible wood framing and other materials. Close openings of 25 sq feet or less with plywood or similar materials.
  3. Close openings through floor or roof decks and horizontal surfaces with load-bearing wood-framed construction.
  4. Where temporary wood or plywood enclosure exceeds 100 sq ft in area, use UL-labeled fire-retardant treated material for framing and main sheathing.
- K. Temporary Elevator Use: Use of Service Elevator for movement of materials and personnel is permitted.



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- L. Project Identification and Temporary Signs: Prepare project identification and other signs of the size indicated; install signs where indicated to inform the public and persons seeking entrance to the Project. Support on posts or framing of preservative treated wood or steel. Do not permit installation of unauthorized signs.
1. Project Identification Signs: Engage an experienced sign painter to apply graphics. Comply with details indicated.
  2. Temporary Signs: Prepare signs to provide directional information to construction personnel and visitors.
- M. Collection and Disposal of Waste: Collect waste from construction areas and elsewhere daily. Comply with requirements of NFPA 241 for removal of combustible waste material and debris. Enforce requirements strictly. Do not hold materials more than 7 days during normal weather or 3 days when the temperature is expected to rise above 80 deg F (27 deg C). Handle hazardous, dangerous, or unsanitary waste materials separately from other waste by containerizing properly. Dispose of material in a lawful manner.
- N. Rodent and Pest Control: Retain a local exterminator or pest control company to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests. Employ this service to perform extermination and control procedures at regular intervals so the Project will be relatively free of pests and their residues at Substantial Completion. Perform control operations in a lawful manner using environmentally safe materials.

**3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION**

- A. Except for use of permanent fire protection as soon as available, do not change over from use of temporary security and protection facilities to permanent facilities until Substantial Completion, or longer as requested by the Architect.
- B. Temporary Fire Protection: Until fire protection needs are supplied by permanent facilities, install and maintain temporary fire protection facilities of the types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 10 "Standard for Portable Fire Extinguishers," and NFPA 241 "Standard for Safeguarding Construction, Alterations and Demolition Operations."
1. Locate fire extinguishers where convenient and effective for their intended purpose, but not less than one extinguisher on each floor at or near each usable stairwell.
  2. Store combustible materials in containers in fire-safe locations.
  3. Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire protection facilities, stairways and other access routes for fighting fires. Prohibit smoking in hazardous fire exposure areas.

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4. Provide supervision of welding operations, combustion type temporary heating units, and similar sources of fire ignition.
- C. Permanent Fire Protection: At the earliest feasible date in each area of the Project, complete installation of the permanent fire protection facility, including connected services, and place into operation and use. Instruct key personnel on use of facilities.
- D. Barricades, Warning Signs and Lights: Comply with standards and code requirements for erection of structurally adequate barricades. Paint with appropriate colors, graphics and warning signs to inform personnel and the public of the hazard being protected against. Where appropriate and needed provide lighting, including flashing red or amber lights.
- E. Security Enclosure and Lockup: Install substantial temporary enclosure of partially completed areas of construction. Provide locking entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security.
  1. Storage: Where materials and equipment must be stored, and are of value or attractive for theft, provide a secure lockup. Enforce discipline in connection with the installation and release of material to minimize the opportunity for theft and vandalism.
- F. Environmental Protection: Provide protection, operate temporary facilities and conduct construction in ways and by methods that comply with environmental regulations, and minimize the possibility that air, waterways and subsoil might be contaminated or polluted, or that other undesirable effects might result. Avoid use of tools and equipment which produce harmful noise. Restrict use of noise making tools and equipment to hours that will minimize complaints from persons or firms near the site.

**3.5 OPERATION, TERMINATION AND REMOVAL**

- A. Supervision: Enforce strict discipline in use of temporary facilities. Limit availability of temporary facilities to essential and intended uses to minimize waste and abuse.
- B. Maintenance: Maintain facilities in good operating condition until removal. Protect from damage by freezing temperatures and similar elements.
  1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation and similar facilities on a 24-hour day basis where required to achieve indicated results and to avoid possibility of damage.
  2. Protection: Prevent water filled piping from freezing. Maintain markers for underground lines. Protect from damage during excavation operations.
- C. Termination and Removal: Unless the Architect requests that it be maintained longer, remove each temporary facility when the need has ended, or when replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that

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may have been delayed because of interference with the temporary facility. Repair damaged Work, clean exposed surfaces and replace construction that cannot be satisfactorily repaired.

1. Materials and facilities that constitute temporary facilities are property of the Contractor. The Owner reserves the right to take possession of Project identification signs.
2. At Substantial Completion, clean and renovate permanent facilities that have been used during the construction period, including but not limited to:
  - a. Replace air filters and clean inside of ductwork and housings.
  - b. Replace significantly worn parts and parts that have been subject to unusual operating conditions.
  - c. Replace lamps that are burned out or noticeably dimmed by substantial hours of use.

END OF SECTION

SECTION 01 70 00  
PROJECT CLOSEOUT

CARTER WATKINS ASSOCIATES ARCHITECTS, INC.  
JACKSON COUNTY GORDON STREET CENTER RE-ROOFING PROJECT  
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PART 1 - GENERAL

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. This Section specifies administrative and procedural requirements for project closeout, including but not limited to:
1. Inspection procedures
  2. Project record document submittal
  3. Operating and maintenance manual submittal
  4. Submittal of warranties
  5. Final clearing
- B. Closeout requirements for specific construction activities are included in the appropriate Sections in Division-2 through -16.

**1.3 SUBSTANTIAL COMPLETION**

- A. Preliminary Procedures: Before requesting inspection for certification of Substantial Completion, complete the following. List exceptions in the request.
1. In the Application for Payment that coincides with, or first follows, the date Substantial Completion is claimed, show 100 percent completion for the portion of the work claimed as substantially complete. Include supporting documentation for completion as indicated in these Contract Documents and a statement showing an accounting of changes to the Contract Sum.
    - a. If 100 percent completion cannot be shown, include a list of incomplete items, the value of incomplete construction, and reasons the work is not complete.
  2. Advise Owner of pending insurance change-over requirements.
  3. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications and similar documents.
  4. Obtain and submit releases enabling the Owner unrestricted use of the Work and access to services and utilities; include occupancy permits, operating certificates and similar releases.
  5. Submit record drawings, maintenance manuals, and similar final record information.
  6. Deliver tools, spare parts, extra stock, and similar items.
  7. Make final change-over of permanent locks and transmit keys to the Owner. Advise the Owner's personnel of change-over in security provisions.

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8. Complete start-up testing of systems, and instruction of the Owner's operating and maintenance personnel. Discontinue or change over and remove temporary facilities from the site, along with construction tools, mock-ups, and similar elements.
  9. Complete final clean up requirements, including touch-up painting. Touch-up and otherwise repair and restore marred exposed finishes.
- B. Inspect Procedures: On receipt of a request for inspection the Architect will either proceed with inspection or advise the Contractor of unfilled requirements. The Architect will prepare the Certificate of Substantial Completion following inspection, or advise the Contractor of construction that must be completed or corrected before the certificate will be issued.
1. The Architect will repeat inspection when requested and assured that the work has been substantially completed.
  2. Results of the completed inspection will form the basis of requirements for final acceptance.
  3. The initial inspection shall be scheduled at least 20 days prior to date of substantial completion.
  4. If necessary, the initial inspection will be repeated. Architects and Engineers cost for re-inspection will be paid by the Contractor and deducted from the contract sum by change order.

1.4 FINAL ACCEPTANCE

- A. Preliminary Procedures: Before requesting final inspection for certification of final acceptance and final payment, complete the following. List exceptions in the request.
1. Submit the final payment request with releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.
  2. Submit an updated final statement, accounting for final additional changes to the Contract Sum.
  3. Submit a certified copy of the Architect's final inspection list of items to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance, and the list has been endorsed and dated by the Architect.
  4. Submit final meter readings for utilities, a measured record of stored fuel, and similar data as of the date of Substantial Completion, or when the Owner took possession of and responsibility for corresponding elements of the work.
  5. Submit consent of surety to final payment.
  6. Submit a final liquidated damages settlement statement.
  7. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
- B. Re-inspection Procedure: The Architect will re-inspect the work upon receipt of notice that the work,

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including inspection list items from earlier inspections, has been completed, except items whose completion has been delayed because of circumstances acceptable to the Architect.

1. Upon completion of re-inspection, the Architect will prepare a certificate of final acceptance, or advise the Contractor of Work that is incomplete or of obligations that have not been fulfilled but are required for final acceptance.
2. If necessary, re-inspection will be repeated, and the Architect's and Engineer's costs for re-inspection will be paid by the Contractor and deducted from the contract sum by change order.

**1.5 RECORD DOCUMENT SUBMITTALS**

- A. General: Do not use record documents for construction purposes; protect from deterioration and loss in a secure, fire-resistive location; provide access to record documents for the Architect's reference during normal working hours.
- B. Record Drawings: Maintain a clean, undamaged set of blue or black line white-prints of Contract Drawings and Shop Drawings. Mark the set to show the actual installation where the installation varies substantially from the work as originally shown. Mark whichever drawing is most capable of showing conditions fully and accurately; where Shop Drawings are used, record a cross-reference at the corresponding location on the Contract Drawings. Give particular attention to concealed elements that would be difficult to measure and record at a later date.
  1. Mark record sets with red erasable pencil; use other colors to distinguish between variations in separate categories of the work.
  2. Mark new information that is important to the Owner, but was not shown on Contract Drawings or Shop Drawings.
  3. Note related Change Order numbers where applicable.
  4. Organize record drawing sheets into manageable sets, bind with durable paper cover sheets, and print suitable titles, dates and other identification on the cover of each set.
- C. Record Specifications: Maintain one complete copy of the Project Manual, including addenda, and one copy of other written construction documents such as Change Orders and modifications issued in printed form during construction. Mark these documents to show substantial variations in actual work performed in comparison with the text of the Specifications and modifications. Give particular attention to substitutions, selection of options and similar information on elements that are concealed or cannot otherwise be readily discerned later by direct observation. Note related record drawing information and Product Data.
  1. Upon completion of the work, submit record Specifications to the Architect for the Owner's records.

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PROJECT CLOSEOUT

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- D. Record Product Data: Maintain one copy of each Product Data submittal. Mark these documents to show significant variations in actual work performed in comparison with information submitted. Include variations in products delivered to the site, and from the manufacturer's installation instructions and recommendations. Give particular attention to concealed products and portions of the work which cannot otherwise be readily discerned later by direct observation. Note related Change Orders and mark-up of record drawings and Specifications.
1. Upon completion of mark-up, submit complete set of record Product Data to the Architect for the Owner's records.
- E. Record Sample Submitted: Immediately prior to the date or dates of Substantial Completion, the Contractor will meet at the site with the Architect and the Owner's personnel to determine which of the submitted Samples that have been maintained during progress of the Work are to be transmitted to the Owner for record purposes. Comply with delivery to the Owner's Sample storage area.
- F. Miscellaneous Record Submittals: Refer to other Specification Sections for requirements of miscellaneous record-keeping and submittals in connection with actual performance of the work. Immediately prior to the date or dates of Substantial Completion, complete miscellaneous records and place in good order, properly identified and bound or filed, ready for continued use and reference. Submit to the Architect for the Owner's records.
- G. Maintenance Manuals: Organize operating and maintenance data into suitable sets of manageable size. Bind properly indexed data in individual heavy-duty 2-inch, 3-ring vinyl-covered binders, with pocket folders for folded sheet information. Mark appropriate identification on front and spine of each binder. Include the following types of information.
1. Emergency instructions
  2. Spare parts lists
  3. Copies of warranties
  4. Wiring diagrams
  5. Recommended "turn around" cycles
  6. Inspection procedures
  7. Shop Drawings and Product Data
  8. Fixture lamping schedule

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 CLOSEOUT PROCEDURES

- A. Operating and Maintenance Instructions: Arrange for each installer of equipment that requires regular

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PROJECT CLOSEOUT

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maintenance to meet with the Owner's personnel to provide instruction in proper operation and maintenance. If installers are not experienced in procedures, provide instruction by manufacturer's representatives. Include a detailed review of the following items:

1. Maintenance manuals
  2. Record documents
  3. Spare parts and materials
  4. Tools
  5. Lubricants
  6. Fuels
  7. Identification systems
  8. Control sequences
  9. Hazards
  10. Cleaning
  11. Warranties and bonds
  12. Maintenance agreements and similar continuing commitments
- B. As part of instruction for operating equipment, demonstrate the following procedures:
1. Start-up
  2. Shutdown
  3. Emergency operations
  4. Noise and vibration adjustments
  5. Safety procedures
  6. Economy and efficiency adjustments
  7. Effective energy utilization

### 3.2 FINAL CLEANING

- A. General: General cleaning during construction is required by the General Conditions and included in Section "Temporary Facilities".
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to the condition expected in a normal, commercial building cleaning and maintenance program. Comply with manufacturer's instructions.
- a. Remove labels that are not permanent labels
  - b. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compound and other substances that are noticeable vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials.



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PROJECT CLOSEOUT

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- c. Clean exposed exterior and interior hard-surfaced finishes to a dust-free condition, free of stains, films and similar substances. Restore reflective surfaces to their original reflective condition. Leave concrete floors broom clean. Vacuum carpeted surfaces.
  - d. Wipe surfaces of mechanical and electrical equipment. Remove excess lubrication and other substances. Clean plumbing fixtures to a sanitary condition. Clean light fixtures and lamps.
  - e. Clean the site, including landscape development areas, of rubbish, litter and other foreign substances. Sweep paved areas broom clean; remove stains, spills and other foreign deposits. Rake grounds that are neither paved nor planted, to a smooth even-textured surface.
- C. Pest Control: Engage an experienced exterminator to make a final inspection, and rid the Project of rodents, insects and other pests.
- D. Removal of Protection: Remove temporary protection and facilities installed for protection of the work during construction.
- E. Compliance: Comply with regulations of authorities having jurisdiction and safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on the Owner's property. Do not discharge volatile, harmful or dangerous materials into drainage systems. Remove waste materials from the site and dispose of in a lawful manner.
- 1. Where extra materials of value remaining after completion of associated work have become the Owner's property, arrange for disposition of these materials as directed.

END OF SECTION

SECTION 01 78 33  
WARRANTIES AND BONDS

CARTER WATKINS ASSOCIATES ARCHITECTS, INC.  
JACKSON COUNTY GORDON STREET CENTER RE-ROOFING PROJECT  
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PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section specifies general administrative and procedural requirements for warranties and bonds required by the Contract Documents, including manufacturers standard warranties on products and special warranties.
1. Refer to the General Conditions for terms of the Contractor's special warranty of workmanship and materials.
  2. General closeout requirements are included in Section "Project Closeout."
  3. Specific requirements for warranties for the Work and products and installations that are specified to be warranted, are included in the individual Sections of Divisions-2 through -16.
  4. Certifications and other commitments and agreements for continuing services to Owner are specified elsewhere in the Contract Documents.
- B. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the work that incorporates the products, nor does it relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the Contractor.

1.3 DEFINITIONS

- A. Standard Product Warranties are preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the Owner.
- B. Special Warranties are written warranties required by or incorporated in the Contract Documents, either to extend time limits provided by standard warranties or to provide greater rights for the Owner.

1.4 WARRANTY REQUIREMENTS

- A. Related Damages and Losses: When correcting warranted work that has failed, remove and replace other work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted work.
- B. Reinstatement of Warranty: When work covered by a warranty has failed and has been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.

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WARRANTIES AND BONDS

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- C. Replacement Cost: Upon determination that work covered by a warranty has failed, replace or rebuild the work to an acceptable condition complying with requirements of Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective work regardless of whether the Owner has benefited from use of the work through a portion of its anticipated useful service life.
- D. Owner's Recourse: Written warranties made to the Owner are in addition to implied warranties, and shall not limit the duties, obligations, rights and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the Owner can enforce such other duties, obligations, rights, or remedies.
  - 1. Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selections to products with warranties not in conflict with requirements of the Contract Documents.
- E. The Owner reserves the right to refuse to accept work for the Project where a special warranty, certification, or similar commitment is required on such work or part of the work, until evidence is presented that entities required to countersign such commitments are willing to do so.

**1.5 SUBMITTALS**

- A. Submit written warranties to the Architect prior to the date certified for Substantial Completion. If the Architect's Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion for the Work, or a designated portion of the work, submit written warranties upon request of the Architect.
  - 1. When a designated portion of the work is completed and occupied or used by the Owner, by separate agreement with the Contractor during the construction period, submit properly executed warranties to the Architect within fifteen days of completion of that designated portion of the work.
- B. When a special warranty is required to be executed by the Contractor, or the Contractor and a subcontractor, supplier or manufacturer, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties. Submit a draft to the Owner through the Architect for approval prior to final execution.
  - 1. Refer to individual Sections of Divisions-2 through -16 for specific content requirements, and particular requirements for submittal of special warranties.
- C. Form of Submittal: At Final Completion compile two copies of each required warranty and bond properly executed by the Contractor, or by the Contractor, subcontractor, supplier, or manufacturer. Organize the warranty documents into an orderly sequence based on the table of contents of the Project Manual.

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WARRANTIES AND BONDS

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- D. Bind warranties and bonds in heavy-duty, commercial quality, durable 3-ring vinyl covered loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2" by 11" paper.
1. Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark the tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product, and the name, address, and telephone number of the installer.
  2. Identify each binder on the front and the spine with the typed or printed title "WARRANTIES AND BONDS", the Project title or name, and the name of the Contractor.
  3. When operating and maintenance manuals are required for warranted construction, provide additional copies of each required warranty, as necessary, for inclusion in each required manual.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION

SECTION 02 41 19  
SELECTIVE DEMOLITION

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SECTION 024119 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Demolition and removal of selected portions of building or structure.
2. Demolition and removal of selected site elements.
3. Salvage of existing items to be reused or recycled.

1.2 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.
- B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.
1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

1.3 PREINSTALLATION MEETINGS

- A. Predemolition Conference: Conduct conference at **Project site**.
- B. Engineering Survey: Submit engineering survey of condition of building.
- C. Proposed Protection Measures: Submit report, including Drawings, that indicates the measures proposed for protecting individuals and property , **for environmental protection , for dust control and, for noise control**. Indicate proposed locations and construction of barriers.
- D. Schedule of selective demolition activities with starting and ending dates for each activity.
- E. Predemolition photographs or video.
- F. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician.

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1.4 CLOSEOUT SUBMITTALS

- A. Inventory of items that have been removed and salvaged.

1.5 QUALITY ASSURANCE

- A. Refrigerant Recovery Technician Qualifications: Certified by an EPA-approved certification program.

1.6 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.
  - 1. Before selective demolition, Owner will remove the following items:
    - a. No known items.
- C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
  - 1. Hazardous materials will be removed by Owner before start of the Work.
  - 2. If suspected hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.
- 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 fire-protection facilities in service during selective demolition operations.
- G. Arrange selective demolition schedule so as not to interfere with Owner's operations.

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1.7 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials and using approved contractors so as not to void existing warranties.

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 ASSE A10.6 and NFPA 241.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped before starting selective demolition operations.
- B. **Perform** an engineering survey of condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during selective building demolition operations.
- C. Inventory and record the condition of items to be removed and salvaged.

3.2 PREPARATION

- A. Refrigerant: Before starting demolition, remove refrigerant from mechanical equipment according to 40 CFR 82 and regulations of authorities having jurisdiction.

3.3 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

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

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- B. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off utility services and mechanical/electrical systems serving areas to be selectively demolished.
1. Owner will arrange to shut off indicated services/systems when requested by Contractor.
  2. Arrange to shut off utilities with utility companies.
  3. If services/systems are required to be removed, relocated, or abandoned, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.
  4. Disconnect, demolish, and remove fire-suppression systems, plumbing, and HVAC systems, equipment, and components indicated on Drawings to be removed.
    - a. Piping to Be Removed: Remove portion of piping indicated to be removed and cap or plug remaining piping with same or compatible piping material.
    - b. Piping to Be Abandoned in Place: Drain piping and cap or plug piping with same or compatible piping material and leave in place.
    - c. Equipment to Be Removed: Disconnect and cap services and remove equipment.
    - d. Equipment to Be Removed and Reinstalled: Disconnect and cap services and remove, clean, and store equipment; when appropriate, reinstall, reconnect, and make equipment operational.
    - e. Equipment to Be Removed and Salvaged: Disconnect and cap services and remove equipment and deliver to Owner.
    - f. Ducts to Be Removed: Remove portion of ducts indicated to be removed and plug remaining ducts with same or compatible ductwork material.
    - g. Ducts to Be Abandoned in Place: Cap or plug ducts with same or compatible ductwork material and leave in place.

3.4 PROTECTION

- A. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
- B. Temporary Shoring: Design, 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.
- C. Remove temporary barricades and protections where hazards no longer exist.



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3.5 SELECTIVE DEMOLITION

- 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. 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. Temporarily cover openings to remain.
  2. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
  3. 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.
  4. Maintain fire watch during and for at least 8 hours after flame-cutting operations.
  5. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
  6. Dispose of demolished items and materials promptly.
- B. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
- C. Removed and Salvaged Items:
1. Clean salvaged items.
  2. Pack or crate items after cleaning. Identify contents of containers.
  3. Store items in a secure area until delivery to Owner.
  4. Transport items to Owner's storage area.
  5. Protect items from damage during transport and storage.
- D. Removed and Reinstalled Items:
1. Clean and repair items to functional condition adequate for intended reuse.
  2. Pack or crate items after cleaning and repairing. Identify contents of containers.
  3. Protect items from damage during transport and storage.
  4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.

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- E. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition **and cleaned** and reinstalled in their original locations after selective demolition operations are complete.

3.6 CLEANING

- A. Remove demolition waste materials from Project site **and dispose of them in an EPA-approved construction and demolition waste landfill acceptable to authorities having jurisdiction.**
  - 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. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
  - 4. Comply with requirements specified in Section 017419 "Construction Waste Management and Disposal."
- B. Burning: Do not burn demolished materials.
- C. 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

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METAL ROOF PANELS

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SECTION 07 41 13- STANDING-SEAM METAL ROOF PANELS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes standing-seam metal roof panels.

1.3 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at **[Project site]**
  1. Meet with Owner, Architect, Owner's insurer if applicable, metal panel Installer, metal panel manufacturer's representative, structural-support Installer, and installers whose work interfaces with or affects metal panels, including installers of roof accessories and roof-mounted equipment.
  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 panel installation, including manufacturer's written instructions.
  4. Examine support conditions for compliance with requirements, including alignment between and attachment to structural members.
  5. Review structural loading limitations of **[deck]** **[purlins and rafters]** during and after roofing.
  6. Review flashings, special details, drainage, penetrations, equipment curbs, and condition of other construction that affect metal panels.
  7. Review governing regulations and requirements for insurance, certificates, and tests and inspections if applicable.
  8. Review temporary protection requirements for metal panel systems during and after installation.
  9. Review procedures for repair of metal panels damaged after installation.
  10. Document proceedings, including corrective measures and actions required, and furnish copy of record to each participant.

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1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
  - 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for each type of panel and accessory.
- B. Sustainable Design Submittals:
  - 1. Product Test Reports: For roof materials, documentation indicating that roof materials comply with Solar Reflectance Index requirements.
  - 2. Product Data: For recycled content, indicating postconsumer and preconsumer recycled content and cost.
- C. Shop Drawings:
  - 1. Include fabrication and installation layouts of metal panels; details of edge conditions, joints, panel profiles, corners, anchorages, attachment system, trim, flashings, closures, and accessories; and special details.
  - 2. Accessories: Include details of the flashing, trim, and anchorage systems, at a scale of not less than **3 inches per 12 inches (1:5)**.
- D. Calculations:
  - 1. Include calculations with registered engineer seal, verifying roof panel and attachment method resist wind pressures imposed on it pursuant to applicable building codes.
- E. Samples for Initial Selection: For each type of metal panel indicated with factory-applied color finishes.
  - 1. Include similar Samples of trim and accessories involving color selection.
- F. Samples for Verification: For each type of exposed finish required, prepared on Samples of size indicated below.
  - 1. Metal Panels: **12 inches (305 mm)** long by actual panel width. Include clips, fasteners, closures, and other metal panel accessories.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Manufacturer and Installer.
- B. Product Test Reports: For each product, for tests performed by a qualified testing agency.

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- C. Field quality-control reports.
- D. Sample Warranties: For special warranties.

1.6 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For metal panels to include in maintenance manuals.

1.7 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in architectural sheet metal products.
- B. Installer Qualifications: An entity that employs installers and supervisors who are trained and approved by manufacturer.
- C. 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 area and eave[, **including fascia,**] [**and soffit**] as shown on Drawings; approximately **48 inches (1200 mm)** square by full thickness, including attachments[, **underlayment,**] and accessories.
  - 2. Build mockups for typical roof area only, including accessories.
    - a. Size: **48 inches (1200 mm)** by **48 inches (1200 mm)**.
    - b. [**Each type of exposed seam and seam termination**
  - 3. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
  - 4. Approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Deliver components, metal panels, and other manufactured items so as not to be damaged or deformed. Package metal panels for protection during transportation and handling.
- B. Unload, store, and erect metal panels in a manner to prevent bending, warping, twisting, and surface damage.
- C. Stack metal panels horizontally on platforms or pallets, covered with suitable weathertight and ventilated covering. Store metal panels to ensure dryness, with positive slope for drainage of

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water. Do not store metal panels in contact with other materials that might cause staining, denting, or other surface damage.

- D. Retain strippable protective covering on metal panels until installation. Remove as panels are being installed. Verify film is not left on installed panels.

#### 1.9 FIELD CONDITIONS

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit assembly of metal panels to be performed according to manufacturers' written instructions and warranty requirements.

#### 1.10 COORDINATION

- A. Coordinate sizes and locations of roof curbs, equipment supports, and roof penetrations with actual equipment provided.
- B. Coordinate metal panel installation with rain drainage work, flashing, trim, construction of soffits, and other adjoining work to provide a leakproof, secure, and noncorrosive installation.

#### 1.11 WARRANTY

- A. Special Galvalume Substrate Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of metal panel systems that fail in materials or workmanship within specified warranty period.
  - 1. Failures include, but are not limited to, the following:
    - a. Structural failures including rupturing, or perforating.
    - b. Deterioration of metals and other materials beyond normal weathering.
  - 2. Warranty Period: 20 years and 6 months from date of Substantial Completion.
- B. Special Warranty on Panel Finishes: Manufacturer's standard form in which manufacturer agrees to repair finish or replace metal 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, chipping, peeling, or failure of paint to adhere to bare metal.

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2. Finish Warranty Period: 20 years from date of Substantial Completion.
- C. Special Watertightness Warranty: Manufacturer's **[standard form]** **[no dollar limit form]** in which manufacturer agrees to repair or replace standing-seam metal roof panel assemblies that fail to remain watertight, including leaks, within specified warranty period.
  1. Warranty Period: **[Two]** **[Five]** **[10]** **[15]** **[20]** years from date of Substantial Completion.
  2. Shop drawings must be provided to, reviewed, and approved by panel manufacturer prior to panel system installation.
  3. Inspections by panel system manufacturer technical representative are required. Perform first inspection when underlayment and flashing are in place and second inspection when the roof is complete.
- D. Special Installer Warranty: Furnish a written warranty signed by the Panel Applicator guaranteeing materials and workmanship for watertightness of the roofing system, flashings, penetrations, and against all leaks.
  1. Warranty Period: Two years from date of Substantial Completion.

## PART 2 - PRODUCTS

### 2.1 PERFORMANCE REQUIREMENTS

- A. Recycled Content: Postconsumer recycled content plus one-half of preconsumer recycled content not less than 29 percent.
- B. Solar Reflectance Index (SRI): Three-year-aged SRI not less than **[64]** **[32]** or initial SRI not less than **[82]** **[39]** when calculated according to ASTM E 1980, based on testing identical products by a qualified testing agency.
- C. Energy Performance: Provide roof panels that are listed on the EPA/DOE's ENERGY STAR "Roof Product List" for **[low]** **[steep]**-slope roof products.
- D. Energy Performance: Provide roof panels according to one of the following when tested according to CRRC-1:
  1. Three-year, aged solar reflectance of not less than **[0.55]** **<Insert value>** and emissivity of not less than **[0.75]** **<Insert value>**.
  2. Three-year, aged Solar Reflectance Index of not less than **[64]** **<Insert value>** when calculated according to ASTM E 1980.

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- E. Structural Performance: Provide metal panel systems capable of withstanding the effects of the following loads, based on testing according to [ASTM E 1592] [UL 580]:
1. Wind Loads: As indicated on Drawings.
  2. Other Design Loads: [As REQUIRED BY CODE.>.
  3. Deflection Limits: For wind loads, no greater than [1/240] of the span.
  4. .
- F. Air Infiltration: Air leakage of not more than 0.06 cfm/sq. ft. (0.3 L/s per sq. m) when tested according to ASTM E 1680 and ASTM E 283 at the following test-pressure difference:
1. Test-Pressure Difference: 6.24 lbf/sq. ft. (300 Pa).
- G. Water Penetration under Static Pressure: No water penetration when tested according to ASTM E 1646 and ASTM E 331 at the following test-pressure difference:
1. Test-Pressure Difference: 15 lbf/sq. ft. (718.2 Pa).
- H. Wind-Uplift Resistance: Provide metal roof panel assemblies that comply with UL 580 for wind-uplift-resistance class indicated.
1. Uplift Rating: UL 90.
- I. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes by preventing buckling, opening of joints, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Base calculations on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
1. Temperature Change (Range): [120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces]

## 2.2 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.
1. Steel Panel Systems: Unless more stringent requirements are indicated, comply with ASTM E 1514.
  2. Aluminum Panel Systems: Unless more stringent requirements are indicated, comply with ASTM E 1637.



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- B. Vertical-Rib, Snap-Joint, Standing-Seam Metal Roof Panels : Formed with vertical ribs at panel edges and **a flat pan** between ribs; designed for sequential installation by mechanically attaching panels to supports using concealed clips located under one side of panels, engaging opposite edge of adjacent panels, and snapping panels together.
1. Basis-of-Design Product: Subject to compliance with requirements, provide Berridge Manufacturing Company; Cee-lock or comparable product by one of the following:
    - a. AEP Span; A BlueScope Steel Company.
    - b. ATAS International, Inc.
    - c. Berridge Roofing
    - d. CENTRIA Architectural Systems.
    - e. Fabral.
    - f. Garland Company, Inc. (The).
    - g. IMETCO.
    - h. MBCI; a division of NCI Group, Inc.
    - i. McElroy Metal, Inc.
    - j. Merchant & Evans Inc.
    - k. Metal Sales Manufacturing Corporation.
    - l. VICWEST.
    - m. **<Insert manufacturer's name>**.
  2. Metallic-Coated Steel Sheet: Aluminum-zinc alloy-coated steel sheet complying with ASTM A 792/A 792M, **Class AZ50 (Class AZM150)** coating designation; structural quality. Prepainted by the coil-coating process to comply with ASTM A 755/A 755M.
    - a. Nominal Thickness: **[0.029 inch (0.74 mm)]**.
    - b. Exterior Finish: **[Two-coat fluoropolymer]**
    - c. Painted materials shall have a removable plastic film to protect the paint during roll forming, shipping and handling.
    - d. Color: **[As indicated by manufacturer's designations] [Match Architect's samples] [As selected by Architect from manufacturer's full range] <Insert color>**.
  3. Aluminum Sheet: Coil-coated sheet, **ASTM B 209 (ASTM B 209M)**, alloy as standard with manufacturer, with temper as required to suit forming operations and structural performance required.
    - a. Thickness: **0.032 inch (0.81 mm)**.
    - b. Surface: Smooth, flat finish.
    - c. Exterior Finish: **[Two-coat fluoropolymer] [Mica fluoropolymer] [Metallic fluoropolymer]**.

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- d. Painted materials shall have a removable plastic film to protect the paint during roll forming, shipping and handling.
  - e. Color: [As indicated by manufacturer's designations] [Match Architect's samples] [As selected by Architect from manufacturer's full range] <Insert color>.
4. Clips: [Continuous Cee-Rib with Vinyl Weatherseal Insert] to accommodate thermal movement.
    - a. Material: [0.029 inch (0.74 mm)] nominal thickness, aluminum-zinc alloy-coated steel sheet.
    - b. Material: 0.025-inch (0.64-mm) thick, stainless-steel sheet.
  5. Panel Coverage: [11.5 inches (292 mm)].
  6. Panel Height: 1.5 inches (38 mm).

### 2.3 UNDERLAYMENT MATERIALS

- A. Self-Adhering, High-Temperature Underlayment: Provide self-adhering, cold-applied, sheet underlayment, a minimum of 40 mils (1.02 mm) thick, consisting of slip-resistant, polyethylene-film top surface laminated to a layer of butyl or SBS-modified asphalt adhesive, with release-paper backing. Provide primer when recommended by underlayment manufacturer.
  1. Thermal Stability: Stable after testing at 240 deg F (116 deg C); ASTM D 1970.
  2. Low-Temperature Flexibility: Passes after testing at minus 20 deg F (29 deg C); ASTM D 1970.
  3. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. Mid-States Asphalt Quick Stick HT Pro
    - b. Polyglass Polystick MTS
    - c. Soprema Lastobond Shield HT
    - d. Tamko TW Underlayment or TW Metal & Tile Underlayment
    - e. <Insert manufacturer's name>.
- B. Felt Underlayment: ASTM D 226/D 22M, Type II (No. 30), asphalt-saturated organic felts.

### 2.4 MISCELLANEOUS MATERIALS

- A. Miscellaneous Metal Subframing and Furring: ASTM C 645; cold-formed, metallic-coated steel sheet, ASTM A 653/A 653M, G90 (Z275 hot-dip galvanized) coating designation or ASTM A 792/A 792M, Class AZ50 (Class AZM150) coating designation unless otherwise

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indicated. Provide manufacturer's standard sections as required for support and alignment of metal panel system.

- B. Panel Accessories: Provide components required for a complete, weathertight panel system including trim, copings, fasciae, mullions, sills, corner units, clips, flashings, sealants, gaskets, fillers, closure strips, and similar items. Match material and finish of metal panels unless otherwise indicated.
1. Closures: Provide closures at eaves and ridges, fabricated of same metal as metal panels.
  2. Backing Plates: Provide metal backing plates at panel end splices, fabricated from material recommended by manufacturer.
- C. Flashing and Trim: Provide flashing and trim formed from same material as metal panels as required to seal against weather and to provide finished appearance. Locations include, but are not limited to, eaves, rakes, corners, bases, framed openings, ridges, fasciae, and fillers. Finish flashing and trim with same finish system as adjacent metal panels.
- D. Gutters: Formed from same material as roof panels, complete with end pieces, outlet tubes, and other special pieces as required. Fabricate in minimum **96-inch (2400-mm)** long sections, of size and metal thickness according to SMACNA's "Architectural Sheet Metal Manual." Furnish gutter supports spaced a maximum of **36 inches (914 mm)** o.c., fabricated from same metal as gutters. Provide wire ball strainers of compatible metal at outlets. Finish gutters to match [**metal roof panels**] [**roof fascia and rake trim**].
- E. Downspouts: Formed from same material as roof panels. Fabricate in **10-foot (3-m)** long sections, complete with formed elbows and offsets, of size and metal thickness according to SMACNA's "Architectural Sheet Metal Manual." Finish downspouts to match gutters.
- F. Roof Curbs: Fabricated from same material as roof panels, [**0.029 inch (0.74mm)**] nominal thickness; galvalume or stainless steel; supply an integral full-length cricket for curbs wider than **24 inches (610 mm)** supported by a structural metal deck. Fabricate curb flashing [**0.029 inch (0.74mm)**]. On open framing, provide roof underlayment and decking at and about roof curb per roofing manufacturer's requirements. Maintain a minimum of 1/2 of roofing panel width on each side of roof curb, and start panels a minimum of **9 inches (229 mm)** up slope of roof curb, flashing roofing panels to roof curb per roofing manufacturer's requirements.. Fabricate curb and subframing to withstand indicated loads of size and height of roof top equipment. Where required insulate roof curbs with rigid insulation.
- G. Panel Fasteners: Zinc-coated steel, corrosion resisting steel, zinc cast head, or nylon capped steel, type and size as approved for the applicable loading requirements.
- H. Panel Sealants: Provide sealant type recommended by manufacturer that are compatible with panel materials, are nonstaining, and do not damage panel finish.

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1. Joint Sealant: Silicone sealant; of type, grade, class, and use classifications required to seal joints in metal panels and remain weathertight; and as recommended in writing by metal panel manufacturer.

## 2.5 FABRICATION

- A. General: Fabricate and finish metal panels and accessories at the factory, by manufacturer's standard procedures and processes, as necessary to fulfill indicated performance requirements demonstrated by laboratory testing. Comply with indicated profiles and with dimensional and structural requirements.
- B. On-Site Fabrication: Subject to compliance with requirements of this Section, metal panels may be fabricated on-site using factory set, non-adjustable, portable roll-forming equipment if panels are of same profile and warranted by manufacturer to be equal to factory-formed panels. Fabricate according to equipment manufacturer's written instructions and to comply with details shown.
- C. Provide panel profile, including major ribs and intermediate stiffening ribs, if any, for full length of panel.
- D. Sheet Metal Flashing and Trim: Fabricate flashing and trim to comply with manufacturer's recommendations and recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to design, dimensions, metal, and other characteristics of item indicated.
  1. Form exposed sheet metal accessories that are without excessive oil canning, buckling, and tool marks and that are true to line and levels indicated, with exposed edges folded back to form hems.
  2. Sealed Joints: Form nonexpansion, but movable, joints in metal to accommodate sealant and to comply with SMACNA standards.
  3. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, noncorrosive metal recommended in writing by metal panel manufacturer.
    - a. Size: As recommended by SMACNA's "Architectural Sheet Metal Manual" or metal panel manufacturer for application, but not less than thickness of metal being secured.

## 2.6 FINISHES

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

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- B. Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Noticeable variations in same piece are unacceptable. Variations in appearance of other components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.
- C. Steel Panels and Accessories:
1. Two-Coat Fluoropolymer: AAMA 621. Fluoropolymer finish containing not less than 70 percent PVDF resin by weight in color coat applied by panel manufacturer on a continuous coil coating line, with a top side dry film thickness of  $0.75 \pm 0.05$  mil (0.0013 mm) over  $0.2 \pm 0.05$  mil (0.0013 mm) primer coat, to provide a total dry film thickness of  $0.95 \pm 0.10$  mil (0.024 mm). Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
- D. Aluminum Panels and Accessories:
1. Two-Coat Fluoropolymer: AAMA 2605. Fluoropolymer finish containing not less than 70 percent PVDF resin by weight in color coat applied by panel manufacturer on a continuous coil coating line, with a top side dry film thickness of  $0.75 \pm 0.05$  mil (0.0013 mm) over  $0.2 \pm 0.05$  mil (0.0013 mm) primer coat, to provide a total dry film thickness of  $0.95 \pm 0.10$  mil (0.024 mm). Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
  2. Mica Fluoropolymer: AAMA 2605. Two-coat fluoropolymer finish with suspended mica flakes containing not less than 70 percent PVDF resin by weight in color coat applied by panel manufacturer on a continuous coil coating line, with a top side dry film thickness of  $0.75 \pm 0.05$  mil (0.0013 mm) over  $0.2 \pm 0.05$  mil (0.0013 mm) primer coat, to provide a total dry film thickness of  $0.95 \pm 0.10$  mil (0.024 mm). Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
  3. Metallic Fluoropolymer: AAMA 2605. Two-coat fluoropolymer finish with suspended metallic flakes containing not less than 70 percent PVDF resin by weight in both color coat and clear topcoat applied by panel manufacturer on a continuous coil coating line, with a top side dry film thickness of  $0.75 \pm 0.05$  mil (0.0013 mm) over  $0.2 \pm 0.05$  mil (0.0013 mm) primer coat, to provide a total dry film thickness of  $0.95 \pm 0.10$  mil (0.024 mm). Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.

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PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances, metal panel supports, and other conditions affecting performance of the Work.
  - 1. Examine primary and secondary roof framing to verify that rafters, purlins, angles, channels, and other structural panel support members and anchorages have been installed within alignment tolerances required by metal roof panel manufacturer.
  - 2. Examine solid roof sheathing to verify that sheathing joints are supported by framing or blocking and that installation is within flatness tolerances required by metal roof panel manufacturer.
    - a. Verify that air- or water-resistive barriers have been installed over sheathing or backing substrate to prevent air infiltration or water penetration.
- B. Examine roughing-in for components and systems penetrating metal panels to verify actual locations of penetrations relative to seam locations of metal panels before installation.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Miscellaneous Supports: Install subframing, furring, and other miscellaneous panel support members and anchorages according to ASTM C 754 and metal panel manufacturer's written recommendations.

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 ICE AND WATER SHIELD at ALL ROOF locations. Provide wrinkle free, in shingle fashion to shed water, and with end laps of not less than 6 inches (152 mm) staggered 24 inches (610 mm) between courses. Overlap side edges not less than 36 inches (914.4 mm). [Extend underlayment into gutter trough.] Roll laps with roller. Cover underlayment within 14 days or as directed by the underlayment product manufacturer.
  - 1. Apply over the entire roof surface.

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- B. Flashings: Install flashings to cover underlayment to comply with requirements specified in Section 076200 "Sheet Metal Flashing and Trim."

### 3.4 METAL PANEL INSTALLATION

- A. General: Install metal panels according to manufacturer's written instructions in orientation, sizes, and locations indicated. Install panels perpendicular to supports unless otherwise indicated. Anchor metal panels and other components of the Work securely in place, with provisions for thermal and structural movement.
  - 1. Shim or otherwise plumb substrates receiving metal panels to be level to **1/4 inch in 20 ft. (6 mm in 6.1 m)**.
  - 2. Flash and seal metal panels at perimeter of all openings. Do not begin installation until air- or water-resistive barriers and flashings that will be concealed by metal panels are installed.
  - 3. Locate and space fastenings in uniform vertical and horizontal alignment.
  - 4. Install flashing and trim as metal panel work proceeds.
  - 5. Panels should be continuous without end laps.
  - 6. Align bottoms of metal panels and fasten.
  - 7. Provide weathertight escutcheons for pipe- and conduit-penetrating panels.
- B. Fasteners:
  - 1. Steel Panels: Use stainless-steel fasteners for surfaces exposed to the exterior; use galvanized-steel fasteners for surfaces exposed to the interior.
  - 2. Aluminum Panels: Use stainless-steel fasteners for surfaces exposed to the exterior; use stainless-steel fasteners for surfaces exposed to the interior.
- C. Anchor Clips: Anchor metal roof panels and other components of the Work securely in place, using manufacturer's approved fasteners according to manufacturers' written instructions.
- D. Metal Protection: Where dissimilar metals contact each other or corrosive substrates, protect against galvanic action as recommended in writing by metal panel manufacturer.
- E. Standing-Seam Metal Roof Panel Installation: Fasten metal roof panels to supports with concealed clips at each standing-seam joint at location, spacing, and with fasteners recommended in writing by manufacturer.
  - 1. Install clips to supports with self-tapping fasteners.
  - 2. Install pressure plates, if required, at locations indicated in manufacturer's written installation instructions.
  - 3. Snap Joint: Nest standing seams and fasten together by interlocking and completely engaging factory-applied vinyl weatherseal.

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- F. Accessory Installation: 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 panel system including trim, copings, corners, seam covers, flashings, sealants, gaskets, fillers, and similar items. Provide types indicated by metal roof panel manufacturers; or, if not indicated, types recommended by metal roof panel manufacturer.
- G. Flashing and Trim: Comply with performance requirements, manufacturer's written installation instructions, and SMACNA's "Architectural Sheet Metal Manual." Provide concealed fasteners where possible, and set units true to line and level as indicated. Install work with laps, joints, and seams that will be permanently watertight and weather resistant.
1. Install exposed flashing and trim that is without buckling and tool marks, and that is true to line and levels indicated, with exposed edges folded back to form hems. Install sheet metal flashing and trim to fit substrates and achieve waterproof and weather-resistant performance.
  2. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim.
- H. Gutters: Join sections with riveted and soldered or lapped and sealed joints. Attach gutters to eave with gutter hangers spaced not more than **36 inches (914 mm)** o.c. using manufacturer's standard fasteners. Provide end closures and seal watertight with sealant. Provide for thermal expansion.
- I. Downspouts: Join sections with telescoping joints. Provide fasteners designed to hold downspouts securely **1 inch (25 mm)** away from walls; locate fasteners at top and bottom and at approximately **60 inches (1524 mm)** o.c. in between.
1. Provide elbows at base of downspouts to direct water away from building.
  2. Connect downspouts to underground drainage system indicated.
- J. Roof Curbs: Install flashing around bases where they meet metal roof panels.
- K. Pipe Flashing: Form flashing around pipe penetration and metal roof panels. Fasten and seal to metal roof panels as recommended by manufacturer.

### 3.5 ERECTION TOLERANCES

- A. Installation Tolerances: Shim and align metal panel units 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.



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3.6 FIELD QUALITY CONTROL

- A. Manufacturer's Field Service: Engage a factory-authorized service representative to test and inspect metal roof panel installation, including accessories. Report results in writing.
- B. Remove and replace applications of metal roof panels where tests and inspections indicate that they do not comply with specified requirements.
- C. Additional tests and inspections, at Contractor's expense, are performed to determine compliance of replaced or additional work with specified requirements.
- D. Prepare test and inspection reports.

3.7 CLEANING AND PROTECTION

- A. Remove temporary protective coverings and strippable films, if any, as metal panels are installed, unless otherwise indicated in manufacturer's written installation instructions. On completion of metal panel installation, clean finished surfaces as recommended by metal panel manufacturer. Maintain in a clean condition during construction.
- B. Replace metal panels that have been damaged or have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.

**END OF SECTION**

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MEMBRANE ROOFING

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PART 1 - GENERAL

1.01 Description

A. Scope

1. Furnish and install and Firestone Roofing Systems (or equal) Mechanically Attached Roof Membrane with flashings and all other incidental and accessory items to comprise a roofing system, or equal - 10 day prior approval.
2. All work shall be in strict accordance with standard detail drawings and specifications issued by Firestone Roofing Systems, or equal.

B. Related Work

The work includes, but is not necessarily limited to the installation of:

- |                    |                       |
|--------------------|-----------------------|
| 1. Vapor retarders | 6. Membrane flashings |
| 2. Insulation      | 7. Metal flashings    |
| 3. Slipsheet       | 8. Vent boots         |
| 4. Fasteners       | 9. Sealants           |
| 5. Roof membrane   | 10. Adhesives         |

1.02 Submittals

A. The roofing contractor shall submit all required items at the time of bidding in one comprehensive package. The package includes:

1. Copies of specifications
2. Samples of all materials to be used that are part of the roofing system.
3. Roofing Systems' printed product data.
4. Specimen copies of Roofing Systems' warranty.
5. Dimensioned shop drawings of roof.
6. Certificates of Compliance from insulation and roofing component manufacturers that all materials to be supplied comply with all pertinent industry standards.

1.03 Quality Assurance

A. The roofing contractor must be authorized by the Roofing Systems manufacturer to install Mechanically Attached Roofing Systems.

B. The roofing contractor must furnish written evidence when submitting a bid that he is authorized by approved Roofing Systems manufacturer to install Roofing Systems.

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- C. The roofing contractor must have been trained by a technical representative of Roofing Systems and be familiar with the product.
  - D. The roofing contractor shall submit the completed Specification Registration to the Roofing Systems' Technical Department for acceptance before ordering material.
  - E. No deviations shall be made from this specification or Roofing Systems' standards details without prior written authorization from the Roofing Systems' Technical Department.
  - F. Upon completion of the installation, and after delivery to Firestone Roofing Systems of the Roofer's Certification Statement (RCS) that all work has been completed in strict accordance with the contract specifications and Firestone Roofing Systems' requirements, a warranty elevation shall be made by a representative of Firestone Roofing Systems to inspect the roofing system.
- 1.04 Delivery, Storage, and Handling
- A. Deliver all materials to the job site in their original, tightly-sealed containers or unopened packages for products packaged in this manner.
  - B. All material shall be clearly labeled with the manufacturer's name and product identification.
  - C. All materials must be protected from damage during transit, handling, storage, and installation. Place all materials on pallets and fully protect from moisture.
  - D. All materials shall be stored in a dry area and protected from the elements. Membrane rolls shall be stored flat on pallets.
  - E. Adhesive shall be stored at temperatures between 40 degrees F. and 80 degrees F.
  - F. All flammable materials shall be stored in a cool, dry area away from sparks and open flames. Follow precautions outlined by material manufacturer / supplier.
  - G. All materials determined to have been damaged shall be replaced with new materials.
- 1.05 Job Conditions
- A. This specification is acceptable for use with structures designed to support lightweight roof assemblies.
  - B. Firestone Roofing Systems' materials may be installed under certain adverse weather conditions such as extremes of high and low temperatures, or high humidity conditions, but only after consulting the HPG Roofing Systems' Technical Department since special precautions may have to be applied. Installation costs, production rates, and material performance may be affected by the foregoing conditions.
  - C. Only as much new roofing as can be made weathertight each day shall be installed each day. This includes all flashing work.

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- D. Any substrate to receive new insulation, membrane, or flashing shall be thoroughly dry. Should surface moisture occur, the contractor shall provide adequate equipment to dry the substrate.
- E. Prior to and during application, the contractor shall ensure that all dirt, debris, and dust shall be removed from surfaces to be roofed for both new and reroofing substrates.
- F. On all reroof jobs and for all lightweight deck systems, pullout tests shall be performed by the owner's representative or roofing contractor to verify the condition of the deck or substrate and to confirm system design pullout values. A minimum of 10 pullout tests for areas up to 500 squares, thereafter 2 tests per 100 squares is considered sufficient. Test should be taken approximately 60% in perimeters and 40% from field areas. A written report of pullout test results shall be submitted to the Firestone Roofing Systems' Technical Department for review.
- G. Precautions shall be taken to prevent wind blow-off or wind damage during the course of the roofing application. This may necessitate additional securement of temporary construction.
- H. The contractor shall verify and ensure that all roof drain lines are unblocked before starting work. If any drain blockages are found, they shall be reported to the owner or his representative and Firestone Roofing Systems in writing.
- I. Temporary waterstops shall be installed at the end of each day's work or if inclement weather conditions dictate. These temporary waterstops shall be removed at the start of the next day's work and disposed of properly.
- J. Do not install the SR Roofing Membrane in direct contact with any product containing asphalt, coal- tar pitch, creosote, or penta-based materials. Consult Firestone Roofing Systems for special installation requirements and see Section 3.07 for Slipsheet Requirements.
- K. Do not allow waste products containing petroleum, grease, acid, solvents, vegetable, or mineral oil, animal oil, animal fat, etc. or direct steam venting to come into direct contact with the Firestone Roofing Membrane. Contact Firestone Roofing Systems for recommendations if such conditions exist.
- L. The contractor shall follow all safety regulations as recommended by OSHA.
- M. All work shall be scheduled and executed without exposing interior building areas to the effects of inclement weather. The existing building and its contents shall be protected against all risks. Arrange work sequences to avoid use of newly constructed roofing for storage, walking surfaces, and equipment movement. Contractor shall provide all necessary protection and barriers to segregate the work areas and prevent damage to adjacent areas. If excessive foot traffic over newly installed membrane is necessary, contractor shall provide plywood or polyester felt protection to prevent damage.
- N. All existing roofing materials to be removed for construction shall be immediately removed

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from the construction site to a dumping area authorized to receive such debris.

- O. Any unusual or concealed conditions discovered during the course of the work is to be reported to the owner or his representative immediately in writing and work shall be halted until the owner or his representative has responded with a solution to the problem.
- P. When a system is specified to meet an Underwriters Laboratories, Inc. rating, all materials used in this system must be UL labeled and approved for use in that particular system.
- Q. All local building codes and requirements must be followed where applicable.

1.06 Warranties

- A. Firestone 30-year no hassle warranty on roofing material. General Contractor and roofing Sub-contractor shall also provide a 10-year no-cost warranty on any and all leak repairs relating to any issue that arises on the roof. This includes any leaks at HVAC units, plumbing penetrations etc.
  - 1. Provide 30-year no hassle warranty - This warranty provides for cost of labor and materials for loss of water-tightness caused by incidental punctures; puncture/hail – covers up to 2” hail puncture/hail/wind – covers wind up to 100 mph.

PART 2 - PRODUCT

2.01 General

- A. FIRESTONE Premium Platinum TPO Roofing system (see attached Firestone Specification)
- B. Components to be used that are other than those manufactured by Firestone Roofing Systems may be accepted based on chemical compatibility and published performance data. The specifications, installation instructions, limitations and /or restrictions of the respective manufacturers must be reviewed by the designer for acceptability for use with Firestone Roofing Systems’ products. All of these components may be considered on a case-by-case basis and must be accepted in writing by the Firestone Roofing Systems’ Technical Department.

2.03 Related Materials - Supplied By Firestone. Provide all required/related accessories for complete roof installation.

- A. Solvent - Firestone Solvent Welding Solution shall be furnished in one gallon cans with the HPG Roofing Systems’ label attached.
- B. Seam or Lap Sealant - Firestone Sealant shall be a liquid PVC sealing compound, shall have

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- a consistency equal to that of "honey" at room temperature and be furnished in one gallon cans with the Firestone Roofing Systems' label attached.
- C. Caulk - Firestone Caulk is a single component, non-sag elastomeric polyurethane sealant.
- D. Adhesive - Firestone Membrane Adhesive shall be used for bonding the SR flashing membrane to vertical substrates of wood, metal, and concrete.
- E. Aluminum Foil Tape - Firestone Roofing Systems' supplied Aluminum Foil Tape shall be a 3 mil tape with acrylic adhesive used over Firestone metal joints prior to Firestone Roofing Systems' DM-80 strips being welded over the joints.
- F. Slipsheets - Firestone Roofing Systems offers a variety of slipsheets dependent upon the particulars of an application. Some of these are the following:
1. Seekure Paper - a laminated kraft paper with the fiberglass scrim reinforcement.
  2. Polyester Mat Protection Material - 9 oz. Needle-punched polyester fabric.
  3. DN Flameguard Slipsheet - a laminated aluminum foil / kraft paper with a flame-extinguishing adhesive and a fiberglass scrim reinforcement for use in some UL and or FM assemblies.
  4. Microfoam - a multi-ply polypropylene foam used to cushion over rough, uneven surfaces.
- G. Firestone Membrane Cleaner - HPG Membrane Cleaner is a clear liquid available in 1 gallon cans used for cleaning asphalt and dirt from membrane surface.
- H. Flashing Membrane - May be SR-50, SR-60, or SR-80 depending on the thickness of the field sheet.
- I. Flashing Metal - Firestone Metal shall be 24 gauge galvanized steel laminated to 40 mils of S membrane in white, grey, and black colors used for flashings in certain constructions.
- J. Termination Bar - The Firestone Termination shall be extruded aluminum bar 3/32" thick used to terminate adhered, reinforced membrane base flashings in certain constructions.
- K. Membrane Fasteners and Discs -
1. Firestone non-penetrating fasteners
- L. Walkway - Walkway shall be WBP walkway consisting of PVC membrane 0.100 inch thick for traffic areas.
- M. Prefabricated Details - Firestone inside/outside corners, Firestone PVC vent pipe boots in sizes to fit pipes from 3/4" - 11", Firestone PVC pitch-pockets.
- N. Pitch-Pocket Filler - Firestone Pourable Sealer shall be polyurethane sealant for use in pitch pockets.
- O. Firestone Joint Cover Strips - for use in waterproofing joints of Firestone metal.

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- P. Firestone Seven Inch Disc Caps - are prefabricated round pieces of membrane for use in the Firestone disc-cap method of installation to cover the steel discs and fasteners used to secure the membrane to the roof through the top of the sheet.

2.04 Related Material By Others

A. Wood Nailers

- 1. Nailers shall be # 2 or better lumber. Numbers shall be pressure treated for rot resistance (wolmonized or osmose treated). Creosote and asphaltic preservatives are not acceptable.
- 2. Wood Nailers shall conform to Factory Mutuals Loss Prevention Data Sheet 1-49 recommendations.

B. Insulation

- 1. Insulation shall be installed as a separation layer over the existing substrate and /or to obtain the desired thermal value.
- 2. Insulation shall be compatible with SR membranes or have an acceptable slipsheet placed between the insulation and the membrane.
- 3. The following roofing insulation boards are acceptable for use in an HPG Mechanically Attached Roofing System when a materials and labor warranty is to be issued:
  - a. Polyisocyanurate insulations having nonasphaltic or foil facers meeting or exceeding the requirements for Fed. Spec. HH-1-1972 with minimum compressive resistance of 18 p.s.i.
- 4. The Firestone Roofing Systems' Ten and Fifteen Year Full System Warranties require specific insulation products be used. Consult HPG Roofing Systems' Technical Department for specific requirements. (Warranty to be 30 year per 1.06 follow manufacturer's recommendations for installation)
- 5. Insulation(s) thickness shall be a minimum of 1.0 inches (or per manufacturer's min. recommendation).
- 6. Insulation manufacturer's warranty.
  - a. Insulation manufacturer's shall send its recommendations for the use of its product to the owner with a copy to Firestone Roofing Systems and their specific warranty conditions for the duration of the Firestone Roofing Systems' Warranty. In addition, fastener recommendations and attachment rate shall be sent to Firestone Roofing Systems prior to job start.

2.05 Precautions

- A. Do not use Firestone Roofing Systems' products near fire or flame.

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- B. Avoid breathing vapors of solvent, sealant, and adhesives. Use with adequate ventilation. Avoid prolong contact of solvents, sealants, and adhesives with skin.
- C. Do not use open flames to expedite drying of surfaces, sealants, or adhesives.
- D. Consult Material Safety Data Sheets and container labels for specific safety.
- E. Do not paint Firestone Metal or membrane with oil-based paint. Consult Firestone Roofing Systems for recommendations.

**PART 3 - EXECUTION**

3.01 General

- A. When installing Firestone Roofing Systems' Mechanically Attached Roofing Membrane in cooler weather, it is recommended that liquids such as solvents, sealants, etc. be stored at warmer temperatures (40 degrees F. or more) until just prior to use in order to facilitate the installation.

3.02 Substrate Conditions

The following general conditions apply to the substrate that will receive an Firestone Roofing Systems' Mechanically Attached Roofing System for both reroof and new construction:

- A. The roof deck must be structurally sound to provide proper securement for mechanical fasteners. Areas showing a loss of integrity because of corrosion, rotting, warping, concrete spalling, etc., must be repaired or replaced prior to installing the roofing system.
- B. Contact Firestone Roofing Systems' Mechanically Attached Roofing System over the following deck substrates in new construction, provided that an acceptable insulation and / or the appropriate slip sheet is installed over the substrate as needed.
  - 1. Lightweight Insulating Concrete Fill and Metal Formwork (minimum 28 gauge metal formwork) - the roof deck shall be cured and dry to the deck manufacturer's and / or industry standards and shall be smooth and free of ridges and depressions. All necessary venting as recommended by the roof deck manufacturer shall be accomplished.

3.03 Preparation or Existing Substrate

A. General

- 1. Examine substrates to which the roofing materials are to be applied to ensure that their condition is satisfactory for the Firestone Roofing Systems application. Do not permit voids greater than 1/4" width in the substrate. Substrates for roofing material



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shall be dry and free of oil, dirt, grease, sharp edges, and debris. Inspect substrates and correct defects before application of roofing membrane.

2. Sweep and remove loose gravel.
3. Large blisters shall be cut and patched to provide reasonably level substrate surface.
4. Gravel over existing nailers must be totally removed prior to installing new nailers and flashings. Verify that the existing nailers are securely anchored to the roof decks.
5. When an additional thickness of insulation is being added, new nailers must be added to match the height of the new insulation. Nailers must be securely anchored to the roof deck per Section 3.05.
6. All roof surface shall be free of ponded water, ice, or snow.
7. Specifier and / or roofing contractor shall determine the condition of the existing roof deck and roofing. Areas with deteriorated decking or wet insulation or other materials shall have those affected material removed and replaced.
8. When removing an existing roof during reroofing, remove only that amount of roofing and flashing that can be made watertight with new Firestone Roofing Systems= materials in a one-day period or previous to the onset of inclement weather.

3.05 Wood Nailers

- A. Install nailers at the perimeter of the roof and around all roof penetrations and projections (unless otherwise shown on Firestone Roofing Systems' standard details).
- B. Nailers shall be firmly anchored to the decks at a maximum of 2'-0" o.c. and shall resist a pullout force of 200 lbs./ lineal foot in any direction. A 2" vent space shall be provided between adjacent lengths of nailers. Fasteners shall be installed within 6 inches of each end. Spacing and fastener embedment shall conform to Factory Mutual Loss Prevention Data Sheet 1-49 recommendations.
- C. Height of nailers shall match the surface level of the insulation and roof membrane.
- D. All woodwork to be reused shall resist a minimum force of 200 lbs./ lineal foot in any direction and shall be free of rot. If any existing woodwork is questionable, it should be removed and replaced with suitable new materials.

3.06 Insulation Installation

- A. Insulation shall be installed in accordance with the insulation manufacturer=s current published specifications and recommendations for use with mechanically fastened roofing.
- B. Insulation shall be secured to the roof deck in accordance with the insulation manufacturer=s requirement. As a minimum requirement, it shall be secured per the current Firestone Roofing

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Systems= Insulation Technical Bulletin, i.e., 5 fasteners per 4' x 8' board, 4 fasteners per 4' x 4' board or 3' x 4' board and two fasteners per 2' x 4' board, and with tight joints in parallel courses with end joints staggered. When more than one layer of insulation is to be used, succeeding layers are to be laid staggered in relation to the previous layer of insulation and all joints shall be staggered.

- C. Insulation shall be neatly cut to fit around all penetrations and projections with a maximum allowable gap of 1/4".
- D. Open joints shall be repaired with the insulation like material.
- E. When the insulation is installed on steel decks after a complete tear-off, or in new construction, edges shall be checked so that no edges are left substantially unsupported along the flutes.
- F. Insulation shall be feathered or tapered to provide a sump area a minimum of 36" x 36" where possible at all drains.
- G. Install no more insulation in one day that can be covered with the Firestone Roofing Systems' membrane or when the onset of inclement weather is anticipated.
- H. Install tapered insulation in accordance with tapered fabricator=s shop drawings.

3.07 Slipsheet Installation

Slipsheet installation shall be in accordance with the appropriate following method:

- A. Reinforced kraft paper shall be loosely laid. Lap joints shall be 4" minimum.
- B. Overlap microfoam a minimum of 4" at each edge. Leave joints untaped.
- C. The installation of the slipsheet is to be immediately followed by the installation of the roof membrane and fasteners to prevent displacement of the slipsheet.

3.08 Membrane Installation

- A. General - Unroll the SR sheet roofing and position without stretching the membrane. Allow the membrane to relax at least 15 minutes when the temperature is above 60 degrees F., or 30 minutes when the temperature is below 60 degrees F., prior to installation. Inspect for any damaged membrane. Remove sections of membrane that are creased or damaged. Lab sheets a minimum of 5", for In-Lap Fastening, leave space for mechanical fasteners and discs and space for a 2" nominal weld width. For Disc-Cap and Strip Weld fastening methods, laps shall be a minimum 2" for continuous weld area.
- B. In - Lap Fastening
  - 1. Perimeter - When installing Firestone Roofing Systems, install two half width sheets parallel to the perimeter and fastened with Firestone Roofing Systems= accepted

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fasteners and discs at the predetermined spacing in the lap area in a line centered approximately 1 1/2" from the edge of the sheet leaving 2" of membrane outside the disc. Weld lap area to metal base flashing continuously a nominal 2" weld width.

Perimeter areas shall be determined by one of the following methods:

- a. Firestone Roofing Systems= published Standard Fastening Pattern.
- b. For Factory Mutual insured buildings, follow guidelines in FM=s Loss Prevention Data Sheet 1-29S.

Fasteners shall be supplied by Firestone Roofing Systems and shall be installed according to fastener manufacturer's instructions and using the fastener manufacturer's recommended fastening tools.

When installing SR Roofing Membranes using SR membrane flashing, the first two perimeter sheets shall be half width sheets. Subsequent sheets may be either half width sheets or full width sheets as required.

2. Field Areas

- a. Membranes should run perpendicular to the direction of steel deck flutes and the orientation of wood decks.
- b. All membrane overlaps are recommended to be installed to facilitate the flow of water where possible.
- c. All membrane sheets shall be overlapped a minimum of 5" to provide space for fastener and disc placement and for a continuous nominal 2" weld width.

- C. The roofing contractor shall check all welded seams for continuity and integrity using a rounded screwdriver or other suitable blunt object. Seam checks shall be made daily by the contractor. Sample of seams 2" wide and 12" long shall be taken a minimum of three times a day from completed seams; at least one to be from the first seam made of the day. Each test cut shall be patched by the contractor at no extra charge to the owner. Test cuts shall be used to determine adequate seam strength on the rooftop by the roofing contractor.

3.09 Welding of Lap Areas

A. General

1. Firestone Roofing Systems may be welded in two ways, either by solvent welding or by hot air welding but only hot air welding is acceptable for installing field seams.
2. Firestone Roofing Systems recommends the use of hot-air welding when temperatures are below 40 degrees F. or when significant moisture is present in amounts that would prevent positive seaming.

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3. All surfaces to be welded shall be clean and dry. No adhesive shall be present within the lap areas.
- B. Hot Air Welding
1. Machines for hot air welding are available from several different sources. Each manufacturer's instructions for use shall be followed, as well as all local codes regarding electric grounding, supply, and other related functions. Since most automatic welding machines require 218 to 230 volts, the use of a portable generator on the roof is recommended for greater flexibility.
  2. Hand-held welding machines are also available to weld membrane. After the preheated nozzle tip is applied in the overlap area and the material starts to flow, immediately follow with a hand roller to press the heated membrane surfaces together with slow, even movements. Keep the roller within one inch of the nozzle tip. Angle the hot air tool so that the flowing air faces the roller. The temperature of the hot air tool shall be adjusted so that a minimum of smoke is developed and material from the bottom of the sheet begins to soften and flow from the seam. Seam strength may be tested when cool. For best results, testing seams eight hours after the hot air welding is recommended.
- C. Solvent Welding - For detailing only
1. All seam surfaces must be clean and dry. Clean dirty seam surfaces with a dry or damp cotton rag and with mild detergent and water. Remove any detergent residue. Dry surfaces thoroughly before solvent welding.
  2. When hand held welding with solvent, evenly coat approximately 16" - 18" of seam length with Firestone Solvent Welding agent, simultaneously pressing down the top sheet to the brush by hand. Insure that both surfaces to be welded are coated with solvent at the same time. Immediately weight the seam with a sand-filled polyethylene bag. Continue welding along the seams and lift (do not drag) the sand from section to section. Testing the solvent-welded seam should not be accomplished before 24 hours have elapsed.
  3. Never solvent weld when air temperatures are below 40 degrees F. or during excessively high humidity conditions which could cause condensation on the membrane and prevent positive seaming. At temperatures just above 40 degrees F., pre-heating with hot air may be necessary. Exercise caution when solvent welding on cool mornings as any condensation (dew) on the membrane will prevent a proper weld.

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D. Quality Control of Seams

After either seaming method, the seams are checked for integrity with a probe. Any openings or "fishmouths" shall be repaired with a hand-held hot air tool fitted with a narrow nozzle tip and with a roller. Each day several sections of seams welded the previous day (if solvent-welding) or the same day if heat welding, shall be pulled apart by the roofing contractor to test the quality of the welds. Should the welds be deficient, a more thorough examination of the work performed must be carried out and necessary repairs be made. Firestone Seam Sealant is used to seal the membrane edges where reinforcing fabric is cut and exposed and shall be completed by the end of each working day.

3.10 Flashing Installation

A. Metal Flashing

1. Firestone metal flashing shall be installed in accordance with the Firestone Roofing Systems' standard detail drawings.
2. Complete all metal work concurrently with roofing and flashings so that a watertight condition exists daily.
3. Firestone metal transitions are required at all peaks, valleys, and slope intersections where the net change in slope exceeds 1 2" in 12". In some cases, reinforced membrane may be sufficient for ridges, but should be fastened securely at all transition areas. Contact the Firestone Roofing Systems= Technical Department for specific recommendations.
4. Metal shall be installed to provide adequate resistance to bending and to allow for normal thermal expansion and contraction.
5. All metal joints shall be watertight and staggered over nailer joints to prevent joints in nailers and joints in metal from aligning.
6. Base flashings shall extend a minimum of 8" above roofing level unless previously accepted by the owner or his representative and Firestone Roofing Systems.
7. All metal flashings and terminations shall be securely fastened in the plane of the roof deck with fasteners recommended by Firestone Roofing Systems.
8. Fasteners and roofing nails used to secure flashings to wood nailers shall be stainless steel, galvanized metal or other corrosion resistant material, with a head diameter of not less than 3/8", and with fastener penetration into the wood nailer of at least 1 2".

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9. Scuppers and metal overflows shall be assembled using Firestone Metal.
10. All Firestone Metal shall be fabricated to form hemmed edges to prevent sharp metal edges from cutting the membrane, except when in conjunction with wood nailers.

**B. Membrane Flashings**

1. All membrane flashings shall be installed concurrently with the roof embrace as the job progresses. Temporary flashings are not allowed without prior written approval from the Firestone Roofing Systems' Technical Department. Should any water penetrate the new roofing because of incomplete flashings, the affected area shall be removed and replaced at the contractor's expense.
2. Membrane flashings shall be fully adhered using Firestone Membrane Adhesive or loosely-laid, secured to 3" Firestone Metal strips attached at a maximum spacing of 18" o.c. in the vertical direction
  - a. If the membrane flashings are to be fully adhered using Firestone Membrane Adhesive, the following conditions must be met.

1. All surfaces to be fully adhered should be compatible, dry and smooth with no excessive surface roughness. In an existing asphalt surface is present, a 2" minimum plywood or 26 gauge minimum galvanized metal asphalt barrier must be placed over the asphaltic surface.
2. After the proper surface has been prepared, Firestone Membrane Adhesive shall be applied using a minimum 2" nap paint rollers at a rate of approximately two and a half gallons per 1000 square feet or surface area depending on the type of substrate. Apply adhesive in smooth, even coatings, avoiding globs, puddles, or other types of irregularities.

Adhesive should be applied to the area of substrate to be flashed. Let adhesive dry sufficiently to produce strings when touched with a clean, dry finger. SR membrane used as a flashing shall be cut to a workable length and shall have an even coating of Firestone Membrane Adhesive applied to it at a rate of approximately 1000 square feet. Carefully roll onto the previously coated substrate after the adhesive coating the membrane has dried sufficiently as

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indicated above.

Avoid wrinkling membrane when applying to substrate. The amount of adhesive which can be successfully applied to the membrane will vary depending on ambient temperature, humidity, and manpower. After mating membrane to the substrate, carefully roll the membrane with hand roller to promote maximum positive contact between the membrane and the substrate. Overlap all adjacent flashing sheets a minimum of 2". The SR flashings shall extend a minimum of 6" onto the field sheet and adhered securely, or a minimum of 3" in front of the fastener plates with a nominal 2" and be securely welded.

3. Areas of the flashing membrane to be welded are not to have Firestone Membrane Adhesive applied to them.
  - b. When loose flashing membranes are used, Firestone Metal strips 3" wide must be used to provide positive mechanical attachment to various substrates. The PVC coated 3" Firestone Metal strip is spaced 18" maximum center-to-center in the vertical direction and is attached horizontally at 12" maximum center-to-center. Wider spacing may be considered depending on substrate and local wind conditions but only if accepted by Firestone Roofing Systems in writing. If existing asphalt is present, use appropriate asphalt barrier. Contact the Firestone Roofing Systems= Technical Department for recommendations.
  - c. All flashings shall extend a minimum of 8" above roofing level unless previously accepted by the owner or his representative and Firestone Roofing Systems.
  - d. All flashings shall be solvent welded or hot air welded at their connections with the roofing membrane.
  - e. SR membrane flashing shall be terminated according to Firestone Roofing Systems' Standard Details.

3.11 Waterstops

- A. Install temporary cutoffs around incomplete edges of the roofing assembly at the end of each

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day's work and when work must be postponed because of inclement weather. Straighten the insulation line using pieces of insulation loosely laid, and seal the Firestone Roofing Systems= sheet membrane to the deck or existing membrane. Use a heavy application of roof cement or hot asphalt at least six inches in width overlaid with an embedded reinforcement. Remove the temporary seals completely when work resumes, cutting out the contaminated membrane. Remove all sealant, contaminated membrane, insulation fillers, etc. from the work area and properly dispose off-site.

END OF SECTION 07 53 23



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**SECTION 07 71 13  
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**PART 1 - GENERAL**

1.01 RELATED DOCUMENTS

- A. The provisions included under Division 1, General Requirements, are included as part of this section as though bound herein.

1.02 SUMMARY

- A. Provide labor, material, and equipment necessary for furnishing a complete installation of commercial gutter system.
- B. Related Work Specified Elsewhere
  1. Division 4 Sections for masonry.
  2. Division 6 Sections for nailers and support framing.
  3. Division 7 Sections for related roofing materials.

1.03 SUBMITTALS

- A. Product Data: Each type of product specified. Submit manufacturer's detailed technical product data, installation instructions and recommendations, dimensions of individual components, profiles, and finishes
- B. Shop Drawings: Show fabrication and installation of parapet copings including fully dimensioned roof plans, expansion joint locations, sections and details of components and other related trims.
- C. Finish & Color Selection: Furnish manufacturer's technical data for specified finish and color chart showing full range of colors available.

1.04 QUALITY ASSURANCE

- A. Where pre-engineered manufactured products are specified, other field fabricated or shop/field fabricated substitutions will not be accepted. However, where shop/field fabrications are indicated pre-engineered systems will be considered with Architect approval.
- B. Obtain all components and related accessories from one single source manufacturer.

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- C. Follow manufacturer's printed instructions for installing parapet copings. If copings join a roof system then follow primary roofing manufacturer's printed instructions for installing associated roof material for flashing parapets and coping.

1.05 DELIVERY, STORAGE & HANDLING

- A. All products delivered shall be stored in a clean dry location prior to installation.
- B. Products furnished with strippable protective masking shall not be exposed to direct sunlight for more than 30 minutes without removing masking.
- C. Do not install finished materials with scars or abrasions.

1.06 PROJECT CONDITIONS

- A. Coordinate work of this Section with adjoining work for proper sequencing to ensure protection from inclement weather and to protect materials and their finish against damage.
- B. Do not install copings during inclement weather. When installing in cold climates, warm adhesives, caulks, and primers to at least 50 degrees Fahrenheit prior to application.

**PART 2 PRODUCTS**

2.01 MANUFACTURERS

- A. Provide manufactured coping system and accessories as manufactured by Perimeter Systems, a division of Southern Aluminum Finishing Company, Inc. 8370 East Hwy 78, Villa Rica, GA 30180, (800) 334-9823, Online at <http://www.saf.com/persys>
- B. All equals are accepted.

2.02 TYPE

- A. Provide Perimeter Systems' Press-Loc® Coping system, Model PLC4 / Model PLC6 custom profiles as indicated on plans.

2.03 MATERIALS & FABRICATION

- A. Parapet copings shall be manufactured from 0.040" mill finished aluminum in 10'-0" lengths. Coping to have be formed with a ½" wash slope to divert water to roof side of parapet

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- B. Coping Splices shall be manufactured from 0.050" aluminum, 6" lengths, formed to fit the inside of coping.
- C. Compression cleats shall be manufactured from 16 gauge galvanized steel, 12" widths with factory mounted stainless steel spring clips.

#### 2.04 ACCESSORIES

- A. Mitered Corners: Provide factory mitered corners. Coping profiles shall be precision saw cut with a continuous heliarc weld to produce a watertight joint.
- B. Sculptured End Caps: Provide factory mitered end caps for copings. Coping profiles shall be precision saw cut with a continuous heliarc weld to produce a watertight joint.

#### 2.05 FINISHES

- A. General: Apply coatings to exposed aluminum components after fabrication for maximum coating performance and to prevent crazing, abrasion, and damage to finished surfaces.
- B. Pretreatment: Aluminum components shall be pretreated with solutions to remove organic and inorganic surface soils, remove residual oxides, followed by a chrome phosphate conversion coating to which organic coatings will firmly adhere.
- C. Color: Dark Bronze Anodized.

### **PART 3 EXECUTION**

#### 3.01 EXAMINATION

- A. The installer must examine substrates and conditions under which copings will be installed. All wood plates shall be installed true, straight, and free of splits, cracks, or other irregularities. Do not proceed with installation until unsatisfactory conditions are corrected.

#### 3.02 INSTALLATION

- A. General: The parapet coping system shall be installed in strict accordance with manufacturer's printed instructions. Deviations from the instructions are not allowed.
- B. Fastening: Coping shall be snapped onto compression cleats spaced according to manufacturer's instructions. A cleat shall be located at the coping's splice joint and in

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- the middle of each coping section. Cleat shall be fastened with (4) #12 x 1 ½" stainless steel wood screw.
- C. Install coping concealed splice plates at all coping joints. Splice plate shall be sealed with a non-hardening, low modulus, sealant as recommended by coping manufacturer.

END OF SECTION 07 71 13

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ROOF ACCESSORIES

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SECTION 07720 - ROOF ACCESSORIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:

- 1. Roof curbs.
- 2. Equipment supports.
- 3. Relief vents.
- 4. Ridge vents.
- 5. Roof walkways.
- 6. Heat-and-smoke vents.
- 7. Snow guards.

- B. Related Sections include the following:

- 1. Division 5 Section "Metal Fabrications" for ladders and miscellaneous metal framing and supports.
- 2. Division 6 Section "Rough Carpentry" for roof sheathing, wood cants, and wood nailers.
- 3. Division 6 Section "Wood Decking" for wooden roof decks.
- 4. Division 7 Section "Sheet Metal Flashing and Trim" for shop- and field-fabricated metal flashing and counterflashing, scuppers, gutters and downspouts, fasciae, roof expansion-joint covers, valleys, and miscellaneous sheet metal trim and accessories.
- 5. Division 7 Section "Manufactured Roof Specialties" for fasciae, copings, gravel stops, and roof expansion-joint covers.
- 6. Division 7 Section "Roof Expansion Assemblies" for roof expansion-joint covers.
- 7. Division 7 Section "Plastic Unit Skylights" for small individual skylights.
- 8. Division 7 Sections for roofing accessories included as part of roofing Work.
- 9. Division 9 Section "Painting" for shop primers and field painting.
- 10. Division 15 Section "Power Ventilators" for power roof-mounted ventilators.

1.3 SUBMITTALS

SECTION 07 72 00  
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- A. Product Data: For each type of product indicated. Include construction details, materials, dimensions of individual components and profiles, and finishes.
  - B. Shop Drawings: Show fabrication and installation details. Indicate dimensions, weights, loadings, required clearances, method of field assembly, and components. Include plans, elevations, sections, details, and attachments to other Work.
  - C. Coordination Drawings: Roof plans drawn to scale and coordinating penetrations and roof-mounted items. Show the following:
    - 1. Size and location of roof accessories specified in this Section.
    - 2. Method of attaching roof accessories to roof or building structure.
    - 3. Other roof-mounted items including mechanical and electrical equipment, ductwork, piping, and conduit.
  - D. Samples for Initial Selection: Manufacturer's color charts showing the full range of colors available for roof accessories with factory-applied color finishes.
  - E. Samples for Verification: For each type of exposed finish required, prepared on Samples in manufacturer's standard sizes, and of same thickness and material indicated for the Work. If finishes involve normal color or shade variations, include sample sets showing the full range of variations expected.

#### 1.4 QUALITY ASSURANCE

- A. Standards: Comply with the following:
  - 1. SMACNA's "Architectural Sheet Metal Manual" details for fabrication of units, including flanges and cap flashing to coordinate with type of roofing indicated.
  - 2. NRCA's "Roofing and Waterproofing Manual" details for installing units.

### PART 2 - PRODUCTS

#### 2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - 1. Roof Curbs and Equipment Supports:
    - a. AES Industries, Inc.
    - b. Colony Custom Curbs.

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- c. Commodity Products Company, Inc.
  - d. Conn-Fab Sales, Inc.
  - e. Curbs Plus, Inc.
  - f. Custom Curb, Inc.
  - g. Gieske Custom Metal Fabricators.
  - h. Goeller Enterprises.
  - i. LMCurbs.
  - j. Loren Cook Company.
  - k. Metallic Products Corporation.
  - l. Pate Co.(The).
  - m. Roof Products & Systems Corp.
  - n. ThyCurb, Inc.
  - o. Uni-Curb, Inc.
  - p. Vent Products Co., Inc.
2. Relief Vents:
- a. Aura Ventilation, Inc.
  - b. Bristolite Skylights.
  - c. Commodity Products Company, Inc.
  - d. Dowco Products Group.
  - e. Dur-Red Products, Inc.
  - f. Goeller Enterprises.
  - g. Metallic Products Corporation.
  - h. Solar Group (The).
  - i. ThyCurb, Inc.
  - j. Trimco, Inc.
  - k. Vent Products Co., Inc.
  - l. Western Canwell.
3. Ridge Vents:
- a. Air Vent, Inc.
  - b. Alcoa Building Products.
  - c. Commodity Products Company, Inc.
  - d. Cor-A-Vent, Inc.
  - e. GAF Materials Corporation.
  - f. Klauer Manufacturing Co.
  - g. Metallic Products Corporation.
  - h. Mid-America Building Products Corporation.
  - i. Niff-Corr, Inc.
  - j. Obdyke: Benjamin Obdyke, Inc.
  - k. Petersen Aluminum Corp.
  - l. Plyco Corporation.
  - m. Solar Group (The).

SECTION 07 72 00  
ROOF ACCESSORIES

CARTER WATKINS ASSOCIATES ARCHITECTS, INC.  
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- n. ThyCurb, Inc.
  - o. Trimco, Inc.
  - p. Trimline Roof Ventilation Systems.
  - q. Western Canwell.
  - r. Nystrom Products Co.
  - s. O'Keeffe's Inc.
  - t. Precision Stair Corporation.
  - u. Roof Products & Systems Corp.
  - v. ThyCurb, Inc.
  - w. Trimco, Inc.
  - x. Wasco Products, Inc.
4. Roof Walkways:
- a. GS Metals Corp.
  - b. Unistrut Corporation.
5. Hatch-Type Heat-and-Smoke Roof Vents:
- a. Babcock-Davis Hatchways, Inc.
  - b. Bilco Company.
  - c. Bristolite Skylights.
  - d. Custom Curb, Inc.
  - e. Dur-Red Products, Inc.
  - f. Goeller Enterprises.
  - g. Hi Pro International, Inc.
  - h. Milcor, Inc.
  - i. Naturalite Skylight Systems.
  - j. Nystrom Products Co.
  - k. O'Keeffe's Inc.
  - l. ThyCurb, Inc.
  - m. Wasco Products, Inc.
6. Drop-out, Dome-Type Heat-and-Smoke Vents:
- a. C/S Groups.
  - b. Custom Curb, Inc.
  - c. Dur-Red Products, Inc.
  - d. Goeller Enterprises.
  - e. Hi Pro International, Inc.
  - f. Milcor, Inc.
  - g. Naturalite Skylight Systems.
  - h. O'Keeffe's Inc.
  - i. Pate Co. (The).
  - j. Plasteco, Inc.



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k. Wasco Products, Inc.

2.2 MATERIALS, GENERAL

- A. Aluminum Sheet: **ASTM B 209 (ASTM B 209M)** for alclad alloy 3005H25 or alloy and temper required to suit forming operations, with mill finish, unless otherwise indicated.
- B. Extruded Aluminum: **ASTM B 221 (ASTM B 221M)** alloy 6063-T52 or alloy and temper required to suit structural and finish requirements, with mill finish, unless otherwise indicated.
- C. Galvanized Steel Sheet: ASTM A 653/A 653M with **G90 (Z275)** coating designation; commercial quality, unless otherwise indicated.
  - 1. Structural Quality: **Grade 40 (Grade 275)**, where indicated or as required for strength.
- D. Aluminum-Zinc Alloy-Coated Steel Sheet: ASTM A 792/A 792M with Class **AZ-50 (AZ-150)** coating, structural quality, **Grade 40 (Grade 275)**, or as required for strength.
- E. Fasteners: Same metal as metals being fastened, or nonmagnetic stainless steel or other noncorrosive metal as recommended by manufacturer. Match finish of exposed fasteners with finish of material being fastened.
- F. Gaskets: Manufacturer's standard tubular or fingered design of neoprene, EPDM, or PVC; or flat design of foam rubber, sponge neoprene, or cork.
- G. Bituminous Coating: SSPC-Paint 12, solvent-type bituminous mastic, nominally free of sulfur and containing no asbestos fibers, compounded for **15-mil (0.4-mm)** dry film thickness per coating.
- H. Mastic Sealant: Polyisobutylene; nonhardening, nonskinning, nondrying, nonmigrating sealant.
- I. Elastomeric Sealant: Generic type recommended by unit manufacturer that is compatible with joint surfaces; ASTM C 920, Type S, Grade NS, Class 25, and Uses NT, G, A, and, as applicable to joint substrates indicated, O.
- J. Roofing Cement: ASTM D 4586, nonasbestos, fibrated asphalt cement designed for trowel application or other adhesive compatible with roofing system.

2.3 ROOF CURBS

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- A. General: Provide roof curbs capable of supporting superimposed live and dead loads, including equipment loads and other construction to be supported on roof curbs. Coordinate dimensions with rough-in information or Shop Drawings of equipment to be supported.
  - B. Fabrication: Unless otherwise indicated or required for strength, fabricate units from minimum ~~0.0747-inch~~ (1.9-mm-) thick, structural-quality, hot-dip galvanized or aluminum-zinc alloy-coated steel sheet; factory primed and prepared for painting with welded or sealed mechanical corner joints.
    - 1. On ribbed or fluted metal roofs, form flange at perimeter bottom to conform to roof profile.
    - 2. Provide manufacturer's standard rigid or semirigid insulation where indicated.
    - 3. Provide formed cants and base profile coordinated with roof insulation thickness.
    - 4. Fabricate units to minimum height of 8 inches (200 mm), unless otherwise indicated.
    - 5. Sloping Roofs: Where slope of roof deck exceeds 1/4 inch per foot (1:48), fabricate curb units with water diverter or cricket and with height tapered to match slope to level tops of units.

#### 2.4 EQUIPMENT SUPPORTS

- A. General: Provide equipment supports capable of supporting superimposed live and dead loads, including equipment loads and other construction to be supported. Coordinate dimensions with rough-in information or Shop Drawings of equipment to be supported.
- B. Fabrication: Unless otherwise indicated or required for strength, fabricate units from minimum ~~0.0747-inch~~ (1.9-mm-) thick, structural-quality, hot-dip galvanized or aluminum-zinc alloy-coated steel sheet; factory primed and prepared for painting with welded or sealed mechanical corner joints.
  - 1. On ribbed or fluted metal roofs, form flange at perimeter bottom to conform to roof profile.
  - 2. Fabricate units to minimum height of 8 inches (200 mm), unless otherwise indicated.
  - 3. Sloping Roofs: Where slope of roof deck exceeds 1/4 inch per foot (1:48), fabricate support units with height tapered to match slope to level tops of units.

#### 2.5 RELIEF VENTS

- A. Low-Profile Gravity Ventilators: Provide units of sizes, style, and profile indicated; fabricated from the following materials and including the following features:
  - 1. Material: Galvanized steel sheet.
  - 2. Material: Aluminum sheet.
    - a. Finish: Prime painted.
    - b. Finish: Baked enamel.

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- c. Finish: High-performance organic coating.
  - d. Finish: Clear anodic.
  - e. Finish: Color anodic.
- 3. Bird Screens: **1/2-inch- (13-mm-)** square mesh with **0.062-inch- (1.6-mm-)** diameter, stainless-steel wire.
  - 4. Insect Screens: **14-by-18 (1.5-by-1.1-mm)** mesh with **0.0123-inch- (0.3-mm-)** diameter, anodized aluminum wire in removable, rewirable frames.
  - 5. Manual Dampers: Designed for operation from floor directly below ventilator unit.
  - 6. Roof Curb Construction: Provide curb-mount units designed for installing **1-1/2-inch- (38-mm-)** thick wood curbs.
  - 7. Roof Curb Construction: Provide self-flashing units with integral self-supporting double-wall aluminum curb, enclosing minimum **1-inch- (25-mm-)** thick, glass-fiber board insulation (or equivalent), and with minimum **3-inch (75-mm)** roof flanges.

## 2.6 RIDGE VENTS

- A. General: Ventilating ridge cap with ventilating mesh providing a minimum net free area of **18 sq. in./ft. (380 sq. cm/m)**, of manufacturer's standard design.
  - 1. Aluminum: Fabricate from sheet aluminum with baffles to prevent snow and rain entering and with weep holes to allow water to drain to roof. Provide required splice plates and end caps.
    - a. Finish: Clear anodic.
    - b. Finish: Color anodic.
    - c. Finish: Baked enamel.
    - d. Finish: High-performance organic coating.

## 2.7 ROOF WALKWAYS

- A. Metal-Grating Type: Formed-metal plank gratings consisting of C-shaped channels rolled from heavy sheet metal of thickness indicated, and punched in serrated diamond shape to produce raised slip-resistant surface and drainage holes. Provide support framing, brackets, connectors, nosings, and other accessories and components needed for complete installation. Include step units for changes in elevation.
  - 1. Material: **0.07-inch (1.8-mm)**, structural-quality, galvanized steel sheet.
  - 2. For Flat Roofs: Provide resilient, hard rubber pads under each support unit to isolate supports from and protect roof membrane.

## 2.8 FINISHES, GENERAL

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- A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
  - B. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
  - C. Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Noticeable variations in the same piece are not acceptable. Variations in appearance of other components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

## 2.9 ALUMINUM FINISHES

- A. Finish designations prefixed by AA comply with the system established by the Aluminum Association for designating aluminum finishes.
- B. Conversion-Coated and Factory-Primed Finish: AA-C12C42R1x (Chemical Finish: cleaned with inhibited chemicals; Chemical Finish: acid-chromate-fluoride-phosphate conversion coating; Organic Coating: as specified below).
  - 1. Organic Coating: Air-dried primer of not less than 2.0-mil (0.5-mm) dry film thickness.
- C. Class I, Clear Anodic Finish: AA-M12C22A41 (Mechanical Finish: nonspecular as fabricated; Chemical Finish: etched, medium matte; Anodic Coating: Architectural Class I, clear coating 0.018 mm or thicker) complying with AAMA 607.1.
- D. Class I, Color Anodic Finish: AA-M12C22A42/A44 (Mechanical Finish: nonspecular as fabricated; Chemical Finish: etched, medium matte; Anodic Coating: Architectural Class I, integrally colored or electrolytically deposited color coating 0.018 mm or thicker) complying with AAMA 606.1 or AAMA 608.1.
  - 1. Color: As selected by Architect from the full range of industry colors and color densities.
- E. Baked-Enamel Finish: AA-C12C42R1x (Chemical Finish: cleaned with inhibited chemicals; Chemical Finish: acid-chromate-fluoride-phosphate conversion coating; Organic Coating: as specified below). Apply baked enamel complying with paint manufacturer's specifications for cleaning, conversion coating, and painting.
  - 1. Color: As selected by Architect from manufacturer's full range.
- F. High-Performance Organic Finish: AA-C12C42R1x (Chemical Finish: cleaned with inhibited chemicals; Chemical Finish: acid-chromate-fluoride-phosphate conversion coating; Organic Coating: as specified below). Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.

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1. Fluoropolymer Two-Coat System: Manufacturer's standard two-coat, thermocured system consisting of specially formulated inhibitive primer and fluoropolymer color topcoat containing not less than 70 percent polyvinylidene fluoride resin by weight.
  2. Fluoropolymer Three-Coat System: Manufacturer's standard three-coat, thermocured system consisting of specially formulated inhibitive primer, fluoropolymer color coat, and clear fluoropolymer topcoat, with both color coat and clear topcoat containing not less than 70 percent polyvinylidene fluoride resin by weight.
    - a. Color and Gloss: As selected by Architect from manufacturer's full range.

## 2.10 GALVANIZED STEEL SHEET FINISHES

- A. Surface Preparation: Clean surfaces with nonpetroleum solvent so surfaces are free of oil and other contaminants. After cleaning, apply a conversion coating suited to the organic coating to be applied over it. Clean welds, mechanical connections, and abraded areas, and apply galvanizing repair paint specified below to comply with ASTM A 780.
  1. Galvanizing Repair Paint: High-zinc-dust-content paint for regalvanizing welds in steel, complying with SSPC-Paint 20.
  2. Shop Primer: Exterior galvanized metal primer per Division 9 Section "Painting."
- B. High-Performance Organic Finish: Cleaned and primed with inhibitive primer and organic coating as specified below. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
  1. Fluoropolymer Three-Coat System: Manufacturer's standard three-coat, thermocured system consisting of specially formulated inhibitive primer, fluoropolymer color coat, and clear fluoropolymer topcoat, with both color coat and clear topcoat containing not less than 70 percent polyvinylidene fluoride resin by weight; complying with AAMA 621 for coil-coated sheets.
    - a. Color and Gloss: As selected by Architect from manufacturer's full range.

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. General: Comply with manufacturer's written instructions. Coordinate installation of roof accessories with installation of roof deck, roof insulation, flashing, roofing membranes, penetrations, equipment, and other construction involving roof accessories to ensure that each element of the Work performs properly and that combined elements are waterproof and weathertight. Anchor roof accessories securely to supporting structural substrates so they are capable of withstanding lateral and thermal stresses, and inward and outward loading pressures.

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- B. Install roof accessory items according to construction details of NRCA's "Roofing and Waterproofing Manual," unless otherwise indicated,
  - C. Separation: Separate metal from incompatible metal or corrosive substrates, including wood, by coating concealed surfaces, at locations of contact, with bituminous coating or providing other permanent separation.
  - D. Flange Seals: Unless otherwise indicated, set flanges of accessory units in a thick bed of roofing cement to form a seal.
  - E. Cap Flashing: Where required as component of accessory, install cap flashing to provide waterproof overlap with roofing or roof flashing (as counterflashing). Seal overlap with thick bead of mastic sealant.
  - F. Operational Units: Test-operate units with operable components. Clean and lubricate joints and hardware. Adjust for proper operation.
  - G. Heat-and-Smoke Vents: Locate, install, and test according to NFPA 204M.
  - H. Ridge Vents: Install according to manufacturer's written instructions.

3.2 CLEANING AND PROTECTION

- A. Clean exposed surfaces according to manufacturer's written instructions. Touch up damaged metal coatings.

END OF SECTION 077200

SECTION 07 92 00

JOINT SEALERS

CARTER WATKINS ASSOCIATES ARCHITECTS, INC.

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PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Extent of each form and type of joint sealer is indicated on drawings and schedules.
- B. This Section includes joint sealers for the following locations:
1. Interior joints in vertical surfaces and horizontal nontraffic surfaces as indicated below:
    - a. Joints between tops of non-load-bearing unit masonry walls and underside of cast-in-place concrete slabs and beams.
    - b. Tile control and expansion joints.
    - c. Perimeter joints between interior wall surfaces and frames of interior doors, windows, and elevator entrances.
    - d. Perimeter joints of toilet fixtures.
    - e. Other joints as indicated.
  2. Interior joints in horizontal traffic surfaces as indicated below:
    - a. Control and expansion joints in concrete flooring
    - b. Control and expansion joints in tile flooring
    - c. Other joints as indicated
  3. Exterior Joints
    - a. Brick expansion joints
    - b. Storefront perimeters
    - c. Concrete walks
- C. Sealants for glazing purposes are specified in Division 8.
- D. Sealing concealed perimeter joints of gypsum drywall partitions to reduce sound transmission

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JOINT SEALERS

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characteristics is specified in Division 9.

- E. Sealing tile joints is specified in Division 9.

1.3 SYSTEM PERFORMANCES

- A. Provide joint sealers that have been produced and installed to establish and maintain watertight and airtight continuous seals.

1.4 SUBMITTALS

- A. Product Data from manufacturers for each joint sealer product required, including instructions for joint preparation and joint sealer application.
- B. Samples for Initial Selection Purposes: Manufacturer's standard bead samples consisting of strips of actual products showing full range of colors available, for each product exposed to view.
- C. Samples for verification purposes of each type and color of joint sealer required. Install joint sealer samples in 1/2 inch wide joints formed between two 6 inch long strips of material matching the appearance of exposed surfaces adjacent to joint sealers.
- D. Certificates from manufacturers of joint sealers attesting that their products comply with specification requirements and are suitable for the use indicated.
- E. Qualification data complying with requirements specified in "Quality Assurance" article. Include list of completed projects with project name, addresses, names of Architects and Owners, plus other information specified.
- F. Product test reports for each type of joint sealers indicated, evidencing compliance with requirements specified.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: Engage an Installer who has successfully completed within the last 3 years



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at least 3 joint sealer applications similar in type and size to that of this Project.

- B. Single Source Responsibility for Joint Sealer Materials: Obtain joint sealer materials from a single manufacturer for each different product required.

**1.6 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver materials to Project site in original unopened containers or bundles with labels informing about manufacturer, product name and designation, color, expiration period for use, pot life, curing time, and mixing instructions for multicomponent materials.
- B. Store and handle materials in compliance with manufacturer's recommendations to prevent their deterioration or damage due to moisture, high or low temperatures, contaminants, or other causes.

**1.7 PROJECT CONDITIONS**

- A. Environmental Conditions: Do not proceed with installation of joint sealers under the following conditions:

- 1. When ambient and substrate temperature conditions are outside the limits permitted by joint sealer manufacturers.
- 2. When joint substrates are wet due to rain, frost, condensation, or other causes.

- B. Joint Width Conditions: Do not proceed with installation of joint sealers where joint widths are less than allowed by joint sealer manufacturer for application indicated.

- C. Joint Substrate Conditions: Do not proceed with installation of joint sealers until contaminants capable of interfering with their adhesion are removed from joint substrates.

**1.8 SEQUENCING AND SCHEDULING**

- A. Sequence installation of joint sealers to occur not less than 21 nor more than 30 days after completion of waterproofing, unless otherwise indicated.

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JOINT SEALERS

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PART 2 - PRODUCTS

2.1 MATERIALS, GENERAL

- A. Compatibility: Provide joint sealers, joint fillers and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by sealant manufacturer based on testing and field experience.
- B. Colors: Provide color of exposed joint sealers as selected by Architect from manufacturer's standard colors.

2.2 ELASTOMERIC JOINT SEALANTS

- A. Elastomeric Sealant Standard: Provide manufacturer's standard chemically curing, elastomeric sealant of base polymer indicated which complies with ASTM C 920 requirements, including those referenced for Type, Grade, Class, and Uses.
- B. One-Part Nonacid-Curing Silicone Sealant: Type S, Grade NS, Class 25, and complying with the following requirements for Uses and additional joint movement capability:
  - 1. Uses NT, M, G, A, and, as applicable to joint substrates indicated, O.
  - 2. Additional capability, when tested for adhesion and cohesion under maximum cyclic movement per ASTM C 719, to withstand the following percentage changes in joint width as measured at time of application and remain in compliance with other requirements of ASTM C 920 for Uses indicated:
    - a. 100 percent movement in extension and 50 percent movement in compression for a total of 150 percent movement.
- C. One-Part Mildew-Resistant Silicone Sealant: Type S; Grade NS; Class 25; Uses NT, G, A, and, as applicable to nonporous joint substrates indicated, O; formulated with fungicide; intended for sealing interior joints with nonporous substrates and subject to in-service exposure to conditions of high humidity and temperature extremes.

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JOINT SEALERS

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D. Products: Subject to compliance with requirements, provide one of the following:

1. One-Part Nonacid-Curing Silicone Sealant:

- a. "Chem-Calk N-Cure 2000"; Bostik Construction Products Division
- b. "Dow Corning 790"; Dow Corning Corporation
- c. "Silglaze N SCS 2501"; General Electric Co.
- d. "Silpruf SCS 2000"; General Electric Co.
- e. "864"; Pecora Corporation
- f. "Rhodorsil 5C"; Rhone-Poulenc Inc.
- g. "Spectrum 1"; Tremco, Inc.
- h. "Spectrum 2"; Tremco, Inc.

2. One-Part Mildew-Resistant Silicone Sealant:

- a. "Dow Corning 786"; Dow Corning Corporation
- b. "SCS 1702 Sanitary"; General Electric Co.
- c. "863 #345 White"; Pecora Corporation
- d. "Rhodorsil 6B White"; Rhone-Poulenc Inc.
- e. "Proglaze White"; Tremco Corporation
- f. "OmniPlus"; Sonneborn Building Products Div., Rexnord Chemical Products, Inc.

2.3 LATEX JOINT SEALANTS

A. Acrylic-Emulsion Sealant: Manufacturer's standard, one part, nonsag, mildew-resistant, acrylic-emulsion sealant complying with ASTM C 834, formulated to be paintable and recommended for exposed applications on interior and on protected exterior locations involving joint movement of not more than plus or minus 5 percent.

B. Products: Subject to compliance with requirements, provide one of the following:

1. Acrylic-Emulsion Sealant:

- a. "Chem-Calk 600"; Bostik Construction Products Div.

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JOINT SEALERS

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- b. "AC-20"; Pecora Corp
- c. "Sonolac"; Sonneborn Building Products Div., Rexnord Chemical Products, Inc.
- d. "Tremco Acrylic Latex 834"; Tremco, Inc.

2.4 FIRE-RESISTANT JOINT SEALERS

- A. General: Provide manufacturer's standard fire-stopping sealant, with accessory materials, having fire-resistance ratings indicated as established by testing identical assemblies per ASTM E 314 by Underwriters Laboratory, Inc. or other testing and inspecting agency acceptable to authorities having jurisdiction.
- B. Foamed-In-Place Fire-Stopping Sealant: Two-part, foamed-in-place, silicone sealant formulated for use in a through-penetration fire-stop system for filling openings around cables, conduit, pipes and similar penetrations through walls and floors.
- C. One-Part Fire-Stopping Sealant: One part elastomeric sealant formulated for use in a through-penetration fire-stop system for sealing openings around cables, conduit, pipes and similar penetrations through walls and floors.
- D. Products: Subject to compliance with requirements, provide one of the following:
  - 1. Foamed-In-Place Fire-Stopping Sealant:
    - a. "Dow Corning Fire Stop Foam"; Dow Corning Corp.
    - b. "Pensil 851"; General Electric Co.
  - 2. One-Part Fire-Stopping Sealant:
    - a. "Dow Corning Fire Stop Sealant"; Dow Corning Corp
    - b. "3M Fire Barrier Caulk CP-25"; Electrical Products Div./3M
    - c. "RTV 7403"; General Electric Co.
    - d. "Fyre Putty"; Standard Oil Engineered Materials Co.
    - e. "Heavy Duty Nelson FSP, CLK, or CMP Firestops".

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### JOINT SEALERS

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#### 2.5 JOINT SEALANT BACKING

- A. General: Provide sealant backings of material and type which are nonstaining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for application indicated by sealant manufacturer based on field experience and laboratory testing.
- B. Plastic Foam Joint Fillers: Performed, compressible, resilient, nonwaxing, nonextruding strips of flexible, nongassing plastic foam of material indicated below; nonabsorbent to water and gas; and of size, shape and density to control sealant depth and otherwise contribute to producing optimum sealant performance.
  - 1. Either open-cell polyurethane foam or closed-cell polyethylene foam, unless otherwise indicated, subject to approval of sealant manufacturer, for cold-applied sealants only.
- C. Bond-Breaker Tape: Polyethylene tape or other plastic tape as recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint filler materials or joint surfaces at back of joint where such adhesion would result in sealant failure. Provide self-adhesive tape where applicable.

#### 2.6 MISCELLANEOUS MATERIAL

- A. Primer: Provide type recommended by joint sealer manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint sealer-substrate tests and field tests.
- B. Cleaners for Nonporous Surfaces: Provide nonstaining, chemical cleaners of type which are acceptable to manufacturers of sealants and sealant backing materials, which are not harmful to substrates and adjacent nonporous materials, and which do not leave oily residues or otherwise have a detrimental effect on sealant adhesion or in-service performance.
- C. Masking Tape: Provide nonstaining, nonabsorbent type compatible with joint sealants and to surfaces adjacent to joints.
- D. Accessory Materials for Fire-Stopping Sealants: Provide forming, joint fillers, packing and other accessory materials required for installation of fire-stopping sealants as applicable to installation

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conditions indicated.

**PART 3 - EXECUTION**

**3.1 EXAMINATION**

- A. Examine joints indicated to receive joint sealers, with Installer present, for compliance with requirements for joint configuration, installation tolerances and other conditions affecting joint sealer performance. Do not proceed with installation of joint sealers until unsatisfactory conditions have been corrected.

**3.2 PREPARATION**

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealers to comply with recommendations of joint sealer manufacturers and the following requirements:
1. Remove all foreign material from joint substrate which could interfere with adhesion of joint sealer, including dust; paints, except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer; old joint sealers; oil; grease; waterproofing; water repellants; water; surface dirt; and frost.
  2. Clean concrete, masonry, unglazed surfaces of ceramic tile and similar porous joint substrate surfaces, by brushing, grinding, blast cleaning, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealers. Remove loose particles remaining from above cleaning operations by vacuuming or blowing out joints with oil-free compressed air.
  3. Remove laitance and form release agents from concrete.
  4. Clean metal, glass, porcelain enamel, glazed surfaces of ceramic tile; and other nonporous surfaces by chemical cleaners or other means which are not harmful to substrates or leave residues capable of interfering with adhesion of joint sealers.
- B. Joint Priming: Prime joint substrates where indicated or where recommended by joint sealer manufacturer based on preconstruction joint sealer-substrate tests or prior experience. Apply primer to comply with joint sealer manufacturer's recommendations. Confine primers to areas of joint sealer bond, do not allow spillage or migration onto adjoining surfaces.

## SECTION 07 92 00

### JOINT SEALERS

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- C. Masking Tape: Use masking tape where required to prevent contact of sealant with adjoining surfaces which otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

#### 3.3 INSTALLATION OF JOINT SEALERS

- A. General: Comply with joint sealer manufacturers' printed installation instructions applicable to products and applications indicated, except where more stringent requirements apply.
- B. Elastomeric Sealant Installation Standard: Comply with recommendations of ASTM C 962 for use of joint sealants as applicable to materials, applications and conditions indicated.
- C. Latex Sealant Installation Standard: Comply with requirements of ASTM C 790 for use of latex sealants.
- D. Acoustical Sealant Application Standard: Comply with recommendations of ASTM C 919 for use of joint sealants in acoustical applications as applicable to materials, applications, and conditions indicated.
- E. Installation of Sealant Backings: Install sealant backings to comply with the following requirements:
  - 1. Install joint fillers of type indicated to provide support of sealants during application and at position required to produce the cross-sectional shapes and depths of installed sealants relative to joint widths which allow optimum sealant movement capability.
    - a. Do not leave gaps between ends of joint fillers.
    - b. Do not stretch, twist, puncture, or tear joint fillers.
    - c. Remove absorbent joint fillers which have become wet prior to sealant application and replace with dry material.
  - 2. Install bond breaker tape between sealants and joint fillers, compression seals, or back of joints where adhesion of sealant to surfaces at back of joints would result in sealant failure.

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F. Installation of Sealants: Install sealants by proven techniques that result in sealants directly contacting and fully wetting joint substrates, completely filling recesses provided for each joint configuration, and providing uniform, cross-sectional shapes and depths relative to joint widths which allow optimum sealant movement capability.

1. Provide concave joint configuration per Figure 6A in ASTM C 962, unless otherwise indicated.

G. Installation of Fire-Stopping Sealant: Install sealant, including forming, packing, and other accessory materials to fill openings around mechanical and electrical services penetrating floors and walls to provide fire-stops with fire resistance ratings indicated for floor or wall assembly in which penetration occurs. Comply with installation requirements established by testing and inspecting agency.

3.4 CLEANING

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

3.5 PROTECTION

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

JOINT SEALER SCHEDULE

DESCRIPTION OF JOINT CONSTRUCTION AND LOCATION WHERE JOINT SEALER IS TYPICALLY  
JOINT SEALER APPLIED (SEE NOTE BELOW)

One-part Nonacid-

Interior perimeter joints of metal frames in



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JOINT SEALERS

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Curing Silicone Sealant

exterior walls.

One-part Mildew-  
Resistant Silicone  
Sealant

Interior joints in vertical surfaces of  
ceramic tile in toilet rooms, showers, and  
kitchens.

Acrylic-Emulsion  
Sealant

Interior joints in field-painted vertical  
and overhead surfaces at perimeter of  
elevator door frames and hollow metal door  
frames; in gypsum drywall, plaster and  
concrete or concrete masonry, and all other  
interior joints not indicated otherwise.

Foam-In Place  
Fire-Stopping Sealant

Through penetrations in fire-resistance-  
rated floor and wall assemblies involving  
multiple pipes, conduits, and other items.

One-part Fire-Stopping  
Sealant

Through penetrations in fire-resistance-  
rated floor and wall assemblies involving  
single pipes, conduits where joint widths  
are narrow and of uniform width.

Note: Install joint sealer indicated in joints fitting descriptions and locations listed as well as in locations identified on Drawings by Drawing designations indicated above.

END OF SECTION