

Project Manual
Bid Set



Project: Bid No. 9817 Troy School District 2016
Roof Program

Owner: Troy School District
4400 Livernois
Troy, MI 48098

Date: 12/30/15

Prepared by



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Locations:
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PROJECT DIRECTORY

Troy School District:

Troy School District
4400 Livernois
Troy, MI 48098

Contact: Todd Hensley - Procurement
Phone: (248) 823- 4091
Email: THensley@troy.k12.mi.us

Contact: Rob Carson – Dir of Operations
Phone: (248) 823-4067
Email: RCarson@troy.k12.mi.us

Contact: Michelle Kern – Bond Rep
Phone: (248) 921-3929
Email: MKerns@troy.k12.mi.us

ROOFING CONSULTANT:

WeatherTech Consulting Group, Inc.
7747 Auburn Road
Utica, MI 48317

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Contact: Ann Crippen – Project Administrator
Phone: (586) 731-3095
Email: acrippen@wtcg.net

**INVITATION TO BID
BID NO. 9817
2016 ROOFING PROGRAM
TROY SCHOOL DISTRICT**

The Troy Board of Education will receive firm, sealed bids for all labor, materials, equipment and all other services to complete roofing projects at seven locations; Bemis, Hill, Costello and Wass Elementary Schools and Athens, Troy and International Academy High Schools, for Troy School District.

Bid documents are available through WeatherTech Consulting Group, Inc., online by accessing their website at www.wtcg.net and selecting online programs. Username: troyproject2@tsd.com and Password: TSD2016. If you have WTCG website questions, please contact Ann Crippen at acrippen@wtcg.net.

Your proposal, and two copies, marked "**BID 9817-2016 ROOFING PROGRAM**" must be delivered no later than 2:00 P.M., Wednesday, January 27, 2016, Administrative Building, Troy School District, 4400 Livernois Road, Troy, Michigan 48098, at which time all bids will be publicly opened and read aloud immediately thereafter. Bid proposals received after this time will not be considered or accepted.

*A **mandatory** pre-bid meeting has been scheduled for 10:00 A.M on Wednesday, January 13, 2016, Administrative Building, Troy School District, 4400 Livernois Road, Troy, Michigan 48098*

Immediately following the pre-bid meeting contractors are invited to visit Athens and Troy High Schools projects. WeatherTech and TSD will conduct visits. On January 14 and January 15 contractors can visit all 5 of the remaining projects between the hours of 10:00 am to 4:00pm. Contractor can access all buildings from exterior to view bid work.

All bidders must provide familial disclosure in compliance with MCL 380.1267 and attach this information to the bid proposal. The bid proposal will be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the owner or any employee of the bidder and any member of the Troy School Board or the Troy School Districts Superintendent. Also, a completed certification form as attached, for compliance to the 'Iran Economic Sanctions Act' is required with the bid proposal. The District will not accept a bid proposal that does not include this sworn and notarized disclosure statement.

The Troy Board of Education reserves the right to accept or reject any or all bids, either in whole or in part; to award contract to other than the low bidder; to waive any irregularities and/or informalities; and in general to make awards in any manner deemed to be in the best interest of the owner.

Purchasing Department
Troy School District
Troy, MI 48083

SECTION 00 01 13
INSTRUCTIONS TO BIDDERS – Troy School District

PREPARATION OF PROPOSALS

1. Firm, sealed proposals will be received by the Board of Education, Troy School District for all labor, equipment, materials, and all other necessary costs and expenses required to fully complete a roof restoration project for Troy Schools as per the attached specifications in conjunction with specifications on the blueprints.
2. Your proposal and two copies will be submitted only on the forms provided and will be enclosed in a sealed envelope marked with the name of the bidder, the title of the work, the time, place and date due and must be hand delivered or delivered by courier no later than 2:00 P.M., Wednesday, January 27, 2016, Administrative Building, Troy School District, 4400 Livernois, Troy, Michigan 48098, at which time all bids will be publicly opened and read aloud immediately thereafter. Bid proposals received after this time will not be considered or accepted. Oral, telephone, fax or electronic mail bids are invalid and will not receive consideration.
3. A mandatory pre-bid meeting has been scheduled at 10:00 am, Wednesday January 13, 2016, Administrative Building, Troy School District, 4400 Livernois, Troy, Michigan 48098. Immediately following the pre-bid meeting contractors are invited to visit Athens and Troy High Schools projects. WeatherTech and TSD will conduct visits. On January 14 and January 15 contractors can visit all 5 of the remaining projects between the hours of 10:00 am to 4:00pm. Contractor can access all buildings from exterior to view bid work.
The roofing contractors will have access to walk the roofs between Thursday, January 14, 2016 and Friday, January 15, 2016.
4. Proposals will be made in conformity with all the conditions set forth in the specifications. All items must conform to the specifications.
5. Any questions regarding bid specifications must be received noon, Monday, January 25, 2016. Questions must be submitted in writing the online RFI form at www.wtcgproject.net any questions on how to use the RFI form contact Ann Crippen at (586) 731-3095 x10 or Geof Garabedian at (586) 731-3095 x12. No response will be made to oral questions.
6. Proposals must include a bid bond or certified check for not less than five percent of the contract and must be submitted with the bid proposal form furnished with the specifications. All proposals submitted are FIRM OFFERS and will remain firm for a period of 60 days following the date on which the bids are opened.
7. The Board of Education reserves the right to accept or reject any or all bids, either in whole or in part; to award contract to other than the low bidder; to waive any irregularities and/or informalities; and in general to make awards in any manner deemed to be in the best interests of the owner.
8. Any bidder may withdraw their bid at any time prior to the scheduled time for receipt of bids.
9. All contracts to be entered into by the Troy School District must and will comply with the minimum wage and equal opportunity laws of the State of Michigan.
10. References in the specifications to any article, product, material, fixture, form or type of construction, etc., by proprietary name, manufacturer, make or catalog number will be interpreted as establishing a standard quality of design and will not be construed as limiting proposals.
11. All blank portions of the Proposal Form must be filled in. Each submitted proposal must include the legal name of the bidder and will be signed by the person legally authorized to bind the bidder to a contract. If bids are submitted by an agent, satisfactory evidence of agency authority is required.
12. All bidders must provide familial disclosure in compliance with MCL 380.1267 and attach this information to the bid proposal. The bid proposal will be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the owner or any employee of the bidder and any member of the Troy School District or the Troy Schools Superintendent. Also, a completed certification form as attached, for compliance to the 'Iran Economic Sanctions Act' is required with the bid proposal. The District will not accept a bid proposal that does not include these sworn and notarized disclosure statements.

SCOPE

This bid includes reroof and roof restoration for seven (7) schools districtwide for Troy Schools. Proposals will be on a lump

sum basis, according to the schedule listed below, and where specified only the qualified products listed will be considered in this proposal.

<u>School /Facility</u>	<u>Address</u>	<u>Roof Area</u>
Athens High School	4333 John R, Troy, MI 48085	Reroof F partial
International Academy East	1291 Torpey Dr, Troy, MI 48083	Restoration only
Bemis Elementary School	3571 Northfield Parkway, Troy, MI 48084	Reroof 2016 A, C & Restoration Other Areas
Costello Elementary School	1333 Hamman Dr, Troy, MI 48085	Reroof 2016 C, D, E, F & Restoration Other Areas
Wass Elementary School	2340 Willard Dr, Troy, MI 48085	Reroof 2016 A, D & Restoration Other Areas
Hill Elementary School	4600 Forsyth Dr, Troy, MI 48085	Reroof A 2016 & Restoration Other Roof Areas
Troy High School	4777 Northfield Parkway, Troy, MI 48098	Reroof N 2016 & Restoration Other Roof Areas

INSPECTION OF SITE

1. Immediately following the pre-bid meeting contractors are invited to visit Athens and Troy High Schools projects. WeatherTech and TSD will conduct visits. On January 14 and January 15 contractors can visit all 5 of the remaining projects between the hours of 10:00 am to 4:00pm. Contractor can access all buildings from exterior to view bid work.
2. Bidders will be held to have compared the premises with the specifications and to have satisfied themselves as to the conditions of the premises and any other conditions affecting the carrying out of the work. No price allowance or extra consideration on behalf of the contractor(s) will subsequently be allowed by reason of error, oversight, or failure to reasonably inspect on the part of the bidder(s) and/or contractor(s).

INSURANCE

Satisfactory Workers' Compensation coverage of at least \$1,000,000.00 and General Liability and Property Damage Insurance of at least \$1,000,000.00 per occurrence and \$2,000,000.00 in Aggregate must be carried and paid for by the contractor(s) who undertakes the work on this contract. Insurance coverage must also include automobile insurance of at least \$1,000,000.00. Bid job number, Troy Schools and WeatherTech Consulting Group, Inc. as additional insured must be noted on the insurance certificate. Certificate holder will be Troy School District.

GUARANTEE BONDS

Prior to the issuance of a purchase order authorizing commencement of this project, and in all cases before beginning work under the contract, the contractor(s) selected will qualify for, sign and deliver to the Business Office, an executed performance bond and executed labor and materials payment bond secured by the surety company. Each bond will be in the amount of 100 percent of the contract. Troy School District requires that the bonding companies be limited to those listed on the U.S. Department of Treasury Circular 570, and must be licensed in the State of Michigan. The U.S. Department of Treasury Circular 570 can be viewed at the following web site: <http://fms.treas.gov/c570/index.html>. Certificates of such insurance and bonds will be filed with the Business Office within five working days of notification of bid award and before any work begins.

PERMITS

All necessary permits, tests, inspections and approvals will be procured by the contractor(s) and will be included in the proposal.

GOVERNMENTAL REGULATIONS

Contractor(s) agrees to comply with all federal, state, and local laws, rules, regulations, executive orders and ordinances. In addition, contractor(s) warrants that the materials covered by this contract, when delivered to the Troy School District, will comply with all applicable federal, state, and local laws, rules, regulations, executive orders and ordinances.

TAXES

When state and local taxes are required on construction materials installed by the contractor(s), such taxes must be included in the bid proposal price.

BID GUARANTEE

Bidders must submit with their proposal a bid bond or certified check for not less than five percent of the bid. Failure to include a five percent bid guarantee will result in the rejection of your bid.

WARRANTY & INDEMNITY

1. Warranty. All work will be guaranteed in writing against defects in workmanship and materials for no less than one year from issuance by the Board of Education's architect of the Certificate of Substantial Completion, or approval, acceptance and final payment by the Board of Education, whichever occurs first.

2. Indemnity. Contractor(s) will indemnify, defend and hold the Troy School District harmless from any damages to property or personal injuries resulting from or reasonably attributable to any defects in supplies or services provided by contractor(s) hereunder.

BASIS OF AWARD

The bid award will be made by the Board of Education on a lump sum basis whichever is in the best interest of the owner. The owner has the right to accept or reject any or all bids and alternate bids.

CONTRACT AWARD

It is the intent to award the contract at the February 16, 2016, meeting of the Board of Education. After proposals are opened, evaluated and approved by the Board of Education, a letter of award confirming its acceptance will be sent to the selected vendor(s). The contract in support of this award will be in the form of a **PURCHASE ORDER** mailed to the contractor(s) after receipt of insurance certificate, labor and material bonds and performance bond.

COMMENCEMENT OF PROJECT

Commencement of project may begin as soon as a purchase order has been issued to the successful bidder(s) and after February 16, 2016. Project arrangements must also first be made with Rob Carson, Director of Operations.

SITE MANAGEMENT

Contractor(s) will at all times keep the job clean of all debris and rubbish resulting from its operations, and upon completion of its work, will promptly remove all tools, equipment and excess material and any rubbish caused by its work and personnel. Contractor(s) will protect all materials and work from hazards and be fully responsible for any damage caused by it to the work or property of others, including, but not limited to, the property of the Owner. Contractor(s) will reimburse Owner for any expenses incurred, including but not limited to, the property of the Owner and any expenses incurred to keep the job site clean and clear of all debris and rubbish resulting from Contractor(s)'s failure to comply with this paragraph. Use of the District's dumpsters is prohibited.

DELIVERY

Proposals on equipment, materials and supplies must be F.O.B. point of delivery specified, including packing and crating charges. Any equipment delivered to the site will be the responsibility of the contractor(s). The District will not accept any storage or security responsibility for any contractor(s) equipment or materials.

PAYMENTS

All payments are to be based on as-built quantities using the individual unit prices contained within the proposal. All payments for contract work must be approved by the Director of Operation and the Owners Representative. Release of lien is required from all contractors and subcontractors commencing after the first pay application.

WITHDRAWAL OF BIDS

Any bidder(s) may withdraw his/her bid at any time prior to the scheduled time of receipt of bids. Proposals may not be withdrawn for at least 60 days after the scheduled closing time of the bid.

VENDOR LIST

Vendor(s) not responding with a sealed bid or notification of a "No Bid" will be removed from the vendor bid list.

MSDS

COPIES OF MATERIAL SAFETY DATA SHEETS FOR ALL HAZARDOUS MATERIALS MUST BE INCLUDED WITH YOUR INVOICE.

MATERIAL SAFETY DATA SHEETS

Troy Schools expects **MATERIAL SAFETY DATA SHEETS** for all appropriate materials **ATTACHED TO THE INVOICE** and to appropriately label all products delivered according to Section 14 of Act 154, of the Public Acts of 1974 as amended. Any appropriate products not labeled will be refused and the vendor(s) will be responsible for additional freight charges. Payment may be withheld until MSDSs are received by the school district.

END OF SECTION 00 21 13\INSTRUCTIONS TO BIDDERS

SECTION 00 02 00

SUMMARY OF WORK

PART 1 - GENERAL

1.01 INTRODUCTION

- A. This section summarizes the scope of roofing work to be performed for the Troy School District schools and facilities identified as Bid No. 9817 Troy School District 2016 Roof Restoration Project Districtwide.
- B. Information in this section is provided as a general overview of the project scope, and as such, does not grant authority for deviation from the specifications for product, executions, or quality assurance contained in other related sections. The Roofing Contractor shall remain solely responsible for comprehensive review of the entire contract documents to include the contract drawings in preparation of his bid.

1.02 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Roofing Contractor shall be considered the prime contractor and include in his base bid, all cost relating to:
 - 1. Troy School District (TSD) 2016 Roof Program work for seven (7) schools covering approximately 450,540 sq. ft. Roofing work includes roof replacement and restoration required to remediate all defects identified in the restoration schedules and drawings inclusive of all Bid Documents requirements.

PROJECT WORK SCHEDULE:

School	Reroofing sq. ft.	Restoration sq. ft.	TSD 2016 Roof Work
Athens High School	3,500		Reroof F partial
Int'l Academy East		93,600	Restoration only
Bemis Elementary School	41,500	20,500	Reroof 2016 A, C & Restoration Other Areas
Costello Elementary School	45,800	6,700	Reroof 2016 C, D, E, F & Restoration Other Areas
Wass Elementary School	44,500	17,500	Reroof 2016 A, D & Restoration Other Areas
Hill Elementary School	25,450	32,790	Reroof A 2016 & Restoration Other Roof Areas
Troy High School	17,100	195,200	Reroof N 2016 & Restoration Other Roof Areas
Total Roof Area (sf)	177,850	272,690	

2. Schedule:
 - a. **Reroofing Work:** Contractor(s) will have approximately 50 work days to substantially complete the project starting at the end of the academic on or about June 20, 2016 and substantial completion on or about August 26, 2016 from the date of the Notice to Proceed.
 - b. **Restoration Work:** Work can begin prior to reroofing starts. Contractors are required to coordinate with Rob Carson prior to accessing any sites before the start of work.
3. Multiple Contracts: TSD, the Owner, reserves the right to award contracts to multiple contractors in order to insure the work is completely on time to meet the Schedule.

1.03 GENERAL PROJECT REQUIREMENTS

- A. The following paragraphs are generally applicable requirements for performance of Work on this project.
 1. Construction details for the Work of these specifications are as noted on the contract drawings and as contained in other related sections and photographs. Installation shall conform to contract details. The specifications and details designed specifically for this project may supersede manufacturer's printed literature. Contract drawings shall be used mutually with requirements set forth in contract specifications and photographs. In the event, where provisions of codes, safety orders, contract documents, referenced manufacturers specifications or industry standards are in conflict, the more restrictive and higher quality shall govern. In instances where specific conditions exist that vary from the contract construction details or the manufacturer's details, the Contractor shall submit a Manufacturer approved shop drawing for consideration by the Owner. Installation shall not begin until approval by the Owner has been given in writing.
 2. Unless otherwise shown or noted on the Contract Drawings, existing, functional and salvageable, sheet metal counterflashings or coping metals shall be carefully handled to allow reuse after the specified roofing work is complete. Damage done to otherwise salvageable metal flashings shall be repaired via replacement with new metal to match existing in the damaged area of section at no additional cost to owner.
 3. As stated elsewhere in the contract documents, all safety, health, and environmental regulation of either local or national legislative bodies, as well as those of the product manufacturers, shall be complied with by the successful bidder for the project work. The cost of compliance with such regulations shall be included in the bidder's base bid without exception for compliance waiver or change order.
 4. The Contractor shall exercise all due precaution to prevent disruption to the occupancy of the facility interior or grounds. Every effort must be employed to prevent causing additional damage to the existing roofing assembly while working in an adjacent area, point overloading of the roof deck, damage to roof areas not in this contract. In the event that new leaks or other such disruptive or damaging conditions are brought on as a result of the contractor's negligence, poor judgement, or failure to comply with the contract specification requirements, the Contractor shall repair such damage to the satisfaction of the Owner at no additional charge to the Owner.
 5. During periods of precipitation, the Contractor shall be responsible for performing, at least daily, interior-building inspections for leaks in the area of his work. Contractor's representative shall report to the Owner's facility manager to inquire about known

building roof leaks. Should there be any such leaks, the contractor shall repair them immediately to prevent interior building damage. All leak-related damage to the building under areas the contractor has worked on, or is working on, shall be repaired to the satisfaction of the Owner at no cost to the Owner.

6. The Contractor shall maintain a complete set of Contract Specifications, Contract Drawing, and other items identified in the contract documents on the rooftop during the course of work on this facility. Failure of proper installation by the contractor, due to unavailability of Contract Specifications or Drawings on the roof, constitutes negligence.
7. Protection of all operations, merchandise, inventory, equipment and personnel shall be provided by the contractor.

1.03 CONTRACTOR USE OF SITE AND PREMISES

- A. Reference Section 01 14 19 Use of Site
- B. Reference Instructions to Bidders
- C. Reference Supplemental Conditions.

1.04 FUTURE WORK

- A. None scheduled at this time.

1.05 WORK HOURS AND SEQUENCE

- A. As agreed to between Owner and Contractor.

1.06 OWNER OCCUPANCY

- A. The owner will occupy the site during the entire period of work for the conduct of normal operations.
 1. Reference General Conditions
 2. Cooperate with Owner to minimize conflict, and to facilitate Owner's operations.
 3. Schedule the Work to accommodate owner occupancy.
 4. Coordinate with Owner for any additional insurance and/or bond requirements regarding Owner Occupancy.

PART 2 – PRODUCTS: NOT USED

PART 3 – EXECUTION: NOT USED

END OF SECTION 00 0200/SUMMARY OF WORK

SECTION 00 02 00

SUMMARY OF WORK

PART 1 - GENERAL

1.01 INTRODUCTION

- A. This section summarizes the scope of roofing work to be performed for the Troy School District schools and facilities identified as Bid No. 9817 Troy School District 2016 Roof Restoration Project Districtwide.
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Bemis Elementary School	41,500	20,500	Reroof 2016 A, C & Restoration Other Areas
Costello Elementary School	45,800	6,700	Reroof 2016 C, D, E, F & Restoration Other Areas
Wass Elementary School	44,500	17,500	Reroof 2016 A, D & Restoration Other Areas
Hill Elementary School	25,450	32,790	Reroof A 2016 & Restoration Other Roof Areas
Troy High School	17,100	195,200	Reroof N 2016 & Restoration Other Roof Areas
Total Roof Area (sf)	177,850	272,690	

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 - a. **Reroofing Work:** Contractor(s) will have approximately 50 work days to substantially complete the project starting at the end of the academic on or about June 20, 2016 and substantial completion on or about August 26, 2016 from the date of the Notice to Proceed.
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3. Multiple Contracts: TSD, the Owner, reserves the right to award contracts to multiple contractors in order to insure the work is completely on time to meet the Schedule.

1.03 GENERAL PROJECT REQUIREMENTS

- A. The following paragraphs are generally applicable requirements for performance of Work on this project.
 1. Construction details for the Work of these specifications are as noted on the contract drawings and as contained in other related sections and photographs. Installation shall conform to contract details. The specifications and details designed specifically for this project may supersede manufacturer's printed literature. Contract drawings shall be used mutually with requirements set forth in contract specifications and photographs. In the event, where provisions of codes, safety orders, contract documents, referenced manufacturers specifications or industry standards are in conflict, the more restrictive and higher quality shall govern. In instances where specific conditions exist that vary from the contract construction details or the manufacturer's details, the Contractor shall submit a Manufacturer approved shop drawing for consideration by the Owner. Installation shall not begin until approval by the Owner has been given in writing.
 2. Unless otherwise shown or noted on the Contract Drawings, existing, functional and salvageable, sheet metal counterflashings or coping metals shall be carefully handled to allow reuse after the specified roofing work is complete. Damage done to otherwise salvageable metal flashings shall be repaired via replacement with new metal to match existing in the damaged area of section at no additional cost to owner.
 3. As stated elsewhere in the contract documents, all safety, health, and environmental regulation of either local or national legislative bodies, as well as those of the product manufacturers, shall be complied with by the successful bidder for the project work. The cost of compliance with such regulations shall be included in the bidder's base bid without exception for compliance waiver or change order.
 4. The Contractor shall exercise all due precaution to prevent disruption to the occupancy of the facility interior or grounds. Every effort must be employed to prevent causing additional damage to the existing roofing assembly while working in an adjacent area, point overloading of the roof deck, damage to roof areas not in this contract. In the event that new leaks or other such disruptive or damaging conditions are brought on as a result of the contractor's negligence, poor judgement, or failure to comply with the contract specification requirements, the Contractor shall repair such damage to the satisfaction of the Owner at no additional charge to the Owner.
 5. During periods of precipitation, the Contractor shall be responsible for performing, at least daily, interior-building inspections for leaks in the area of his work. Contractor's representative shall report to the Owner's facility manager to inquire about known

building roof leaks. Should there be any such leaks, the contractor shall repair them immediately to prevent interior building damage. All leak-related damage to the building under areas the contractor has worked on, or is working on, shall be repaired to the satisfaction of the Owner at no cost to the Owner.

6. The Contractor shall maintain a complete set of Contract Specifications, Contract Drawing, and other items identified in the contract documents on the rooftop during the course of work on this facility. Failure of proper installation by the contractor, due to unavailability of Contract Specifications or Drawings on the roof, constitutes negligence.
7. Protection of all operations, merchandise, inventory, equipment and personnel shall be provided by the contractor.

1.03 CONTRACTOR USE OF SITE AND PREMISES

- A. Reference Section 01 14 19 Use of Site
- B. Reference Instructions to Bidders
- C. Reference Supplemental Conditions.

1.04 FUTURE WORK

- A. None scheduled at this time.

1.05 WORK HOURS AND SEQUENCE

- A. As agreed to between Owner and Contractor.

1.06 OWNER OCCUPANCY

- A. The owner will occupy the site during the entire period of work for the conduct of normal operations.
 1. Reference General Conditions
 2. Cooperate with Owner to minimize conflict, and to facilitate Owner's operations.
 3. Schedule the Work to accommodate owner occupancy.
 4. Coordinate with Owner for any additional insurance and/or bond requirements regarding Owner Occupancy.

PART 2 – PRODUCTS: NOT USED

PART 3 – EXECUTION: NOT USED

END OF SECTION 00 0200/SUMMARY OF WORK

Section 00 03 00
Bid Form

TO: Troy School District
4400 Livernois
Troy, MI 48098

PROJECT: Bid No. 9817 Troy School District
2016 Roof Program

ATTN: Todd Hensley
Purchasing Supervisor

PROFESSIONAL: WeatherTech Consulting
Group, Inc.

Name of Bidding Co.:

Contact Name:

Email Address:

Business Address:

Phone No.

Base Bid: The undersigned proposes to furnish all labor and materials and provide all equipment and manpower necessary to perform all work for the various parts of the construction in accordance with the above referenced documents for the considerations of the following amount(s):

All bids to include state and local taxes; licensing, allowances, bonds and permitting fees.

1. Bid Athens High School Roof Area F (Partial):

_____ Dollars \$ _____
(use words) (figures)

Work Days: _____

Reroof Sq. Ft. _____

2. Bid Bemis Elementary School Roof Area (s) A, C & Restoration Other Areas:

_____ Dollars \$ _____
(use words) (figures)

Work Days: _____

Reroof Sq. Ft. _____

3. Bid Costello Elementary School Roof Area (s) C, D, E, F & Restoration Other Areas:

_____ Dollars \$ _____
(use words) (figures)

Work Days: _____

Reroof Sq. Ft. _____

4. Bid Wass Elementary School Roof A, D & Restoration Other Areas:

_____ Dollars \$ _____
(use words) (figures)

Work Days: _____

Reroof Sq. Ft. _____

5. Bid Hill Elementary School Roof Area A & Restoration Other Areas:

_____ Dollars \$ _____
(use words) (figures)

Work Days: _____

Reroof Sq. Ft. _____

6. Bid Troy High School Roof Area N:

_____ Dollars \$ _____
(use words) (figures)

Work Days: _____

Reroof Sq. Ft. _____

7. Bid IAE School Roof Restoration:

_____ Dollars \$ _____
(use words) (figures)

Work Days: _____

Alternates:

Hill Elementary School Alternate Bid No. 1: Provide cost to increase height of perimeter as required and install a prefinished metal coping cap in lieu of edge metal. Base flashing heights to meet manuf. min. to obtain warranty

_____ Dollars \$ _____
(use words) (figures)

Work Days: _____

Reroof Sq. Ft. _____

Troy High School Alternate Bid No. 1: Provide cost to increase height of perimeter as required and install a prefinished metal coping cap in lieu of edge metal on the East and West perimeter details. Base flashing heights to meet manuf. min. to obtain warranty.

_____ Dollars \$ _____
(use words) (figures)

Work Days: _____

Reroof Sq. Ft. _____

All bid proposals enumerated in this Bid Proposal Form include overhead, profit and all other expenses involved in the execution and completion of the work described in the Contract Documents.

Bid prices in this Bid DO include applicable sales tax.

If awarded a contract, I propose to contract with the following subcontractors for listed work and further agree that subcontractors may not be changed without owners' written consent. See attachment 00 43 36 List of Subcontractors. Subcontractors required to attend Post Award Conference. Named subcontractors must have a reputation of competency in their fields of work. I assume responsibility for quality of work performed by my subcontractors.

WARRANTY:

Roof Replacement:

1. Contractor to provide a five (5) year guarantee (Performance Agreement) covering contractor provided materials and workmanship for installation of those materials in all roof areas.
2. Manufacturer of roof membrane to provide a 20 year "No-Dollar-Limit" material and installation warranty covering the roof system including roof membrane, flashings, insulation, prefabricated and other accessories.

Roof Restoration: Contractor shall complete restoration work in a manner detailed in the restoration schedules of each school and provide the Troy School District a contractor's 2 year warranty covering materials and installation for the new restored roof system work only.

Note: All other subcontractors shall be submitted within 21 days of bid date, if requested.

TIME OF COMPLETION:

The undersigned agrees, if awarded the contract, work shall be substantially completed within _____ working days of the Owner's written Notice to Proceed. The Undersigned further agrees that the owner that work will progress on a continuous basis Monday thru Friday (Saturday as weather make up day) maximum 10 hours per day during the execution of the contract unless delayed due to weather. Definition of weather delays will be agreed to between Troy School District and Contractor prior to start of work.

The undersigned agrees, if awarded the contract, work shall be substantially completed within _____ working days of the Owner's written Notice to Proceed. The Undersigned further agrees that the owner may retain, from the compensation otherwise due, the sum of \$800.00 for each calendar working day (Monday through Friday) expiring beyond the fixed time of substantial completion (substantial completion is defined in the Bid Documents), this sum not to be construed as a penalty, but as a fixed, agreed liquidated damages amount which the owner shall sustain in case of failure of the undersigned to substantially complete the work within the time stipulated.

The Contractor shall have seven business days to deliver a Payment and Performance Bond in the format detailed.

Receipt of Pre-Bid and Addenda (List by number and date appearing on Addenda):

Pre-Bid Minutes Date: _____

Addendum # _____ Date: _____

Addendum # _____ Date: _____

Addendum # _____ Date: _____

EXECUTION OF BID:

NAME OF BIDDING COMPANY: _____

TYPE OF CORPORATE ENTITY: _____

EXECUTED BY: _____

SIGNATURE: _____

DATE: _____

SECTION 00 03 01
UNIT PRICES

Date: _____

To: Troy School District
4400 Livernois
Troy, MI 48098

Attn: Todd Hensley
Purchasing Supervisor

Project: Bid No. 9817
Troy School District
4400 Livernois
Troy, MI 48098

2016 Roof Program Project Districtwide

In the event changes are made in the plans and specifications, we agree the total contract price will be adjusted on the basis of the unit prices (including overhead and profit) for those items listed below.

A Unit Price is an amount proposed by Bidders and stated on the Bid Form as a price per unit of measurement for materials or services that will be added to or deducted from the Contract Sum by Change Order in the event the estimated quantities of Work required by the Contract documents are increased or decreased.

Unit prices include necessary materials, overhead, profit, and applicable taxes.

The Owner or Consultant reserve the right to reject the Contractor's measurement of work-in place that involves use of established unit prices, and to have this work measured by an independent surveyor acceptable to the Contractor at the Owner's expense.

All allowances calculated using unit pricing values.

In order for our bid to be acceptable, unit prices are given for each item shown:

1. Labor Rate:
Unit cost per hour including labor, overhead, profit, insurance and transportation to address latent conditions.
Add \$ _____ per hour

2. Roof Walkway: Unit cost per 30 in. X 30 in. pad for installation at other areas not specified.
Add \$_____ per lf
3. Replacement Roof Drain Bowl: Unit price per drain (15 in. dia.) including, clamping ring, strainer all cast iron; all necessary piping and hook ups to match existing.
Add \$_____ per drain
4. Replacement Roof Drain Clamping Ring: Unit price per universal cast iron clamping ring (15 in. dia. drain) and accessories including drilling and retapping as necessary.
Add \$_____ per ring
5. Replacement Roof Drain Strainer: Unit price per cast iron strainer (15 in. dia. drain).
Add \$_____ per strainer.
6. Replacement Wood Nailer: Unit cost per linear foot to replace deteriorated wood nailers with new wood nailers to match existing.
Add \$_____ per ln. ft. 2x4
Add \$_____ per ln. ft. 2x6
Add \$_____ per ln. ft. 2x8
Add \$_____ per ln. ft. 2x10
7. Interior Protection: Unit cost per square foot to install a minimum 7 mil reinforced polyethylene sheet covering contents of interior from any water or debris damage (applies to IP beyond requirements for deck repair areas).
Add \$_____ per sq. ft.
8. Paint Rusted Steel Deck: Unit cost per square foot to prepare and prime paint (2 coats) surface rusted steel decking.
Add \$_____ per sq. ft.
9. Repair Steel Deck with Sheet Metal: Unit cost per square foot to prepare and prime paint steel decking and install 20 gage galvanized steel sheet metal patch material.
Add \$_____ per sq. ft
10. Replace Steel Deck: Unit cost per square foot to replace deteriorated steel deck with new deck to match existing.
Add \$_____ per sq. ft.
11. Replace Steel Deck: Unit cost per panel (use 3' wide by 20'-3" panel or approx.. 60 sf) square foot to replace deteriorated steel deck with new deck to match existing.
Add \$_____ per 60 sq. ft.

12. Patch: Unit price per sq. ft. install patch per BUR 1 procedure.
Add \$_____per sq. ft.
13. Patch: Unit price per linear foot to prep area, prime, 3 course cement and fabric (6 in.), allow cure per industry standards 30 days and coat with non fibrated aluminum coating.
Add \$_____per ln. ft.
14. Sealants: Unit cost per linear foot to remove deteriorated sealants and install new one part urethane sealant.
Add \$_____per ln. ft.
15. Roof Replacement: Unit price per sq. ft. to remove existing roofing install insulation fill up to 6 in. and install patch per BUR 1 procedure over area.
Add \$_____per sq. ft.
16. Bare and Deteriorated Spots on Aggregate Surfaced Roofs: Unit price per sq. ft. to repair per BUR 15.
Add \$_____per sq. ft.
17. Loose or Displaced Wall and Base Flashings: Unit price per sq. ft. to repair per BUR 17.
Add \$_____per sq. ft.
18. Metal Edge Flashing Drip Edge or Gravel Stop: Unit price per lf to repair per BUR 24.
Add \$_____per ln. ft.
19. Penetrations Loose or Unbonded Membrane Flashing: Unit price per lf to repair per BUR 24.
Add \$_____per ln. ft.
20. Interior Drains: Unit price to replace nominal 3 ft. x 3 ft. drain sump flashing and gravel stop per BUR 27.
Add \$_____per drain sump
21. Metal Cap Flashing/Coping: Unit cost per lf to repair coping per BUR 22.
Add \$_____per ln. ft.
22. Metal Counterflashing: Unit price per lf to repair per BUR 23.
Add \$_____per ln. ft.
23. Copper coping salvage per ln ft.removed and retained by contractor for salvage value.
Deduct: \$_____per ln. ft.

Company

Contractor Signature

Contractor Name Print

Date

PAYMENT BOND

Know all men by these presents:

That _____,
_____, the Contractor ("Principal") whose principal place of
business is located
at _____ and
_____, ("Surety")
are held and firmly bound unto
_____, the Owner
("Obligee") in the amount of
_____ dollars (\$_____) for the payment whereof Principal and
Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and
severally, firmly by these presents.

Whereas, Principal has by written agreement dated _____ entered into a contract with Obligee for

_____ which contract (the "Contract") is by reference
expressly made a part hereof.

Now therefore, the condition of this obligation is such that, if the Principal shall promptly make payment to all claimants as hereinafter defined, for labor performed and material furnished in the prosecution of the Work provided for in the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect; subject, however, to the following conditions.

The Principal and Surety, jointly and severally, hereby agree with Obligee as follows:

1. A claimant is defined as one having a direct contract with the Principal or with a subcontractor of the Principal for labor, material, or both for use in the performance of the Contract. A "subcontractor" of the Principal, for the purposes of this bond only, includes not only those subcontractors having a direct contractual relationship with the Principal, but also any other contractor who undertakes to participate in the Work which the Principal is to perform under the aforesaid Contract, whether there are one or more intervening subcontractors contractually positioned between it and the Principal (for example, a subcontractor). "Labor" and "material" shall include, but not be limited to, public utility services and reasonable rentals of equipment, but only for periods when the equipment rented is actually used at the work site.
2. Subject to the provisions of paragraph 3, any claimant who has performed labor or furnished material in accordance with the Contract documents in the prosecution of the Work provided in the Contract, who has not been paid in full therefore before the expiration of ninety (90) days after the day on which such claimant performed the last of such labor or furnished the last of such materials for which he claims payment, may bring action on this bond to recover any amount due him for such labor or material, and may prosecute such action to final judgment and have execution on the judgment. The Obligee need not be a party to such action and shall not be liable for the payment of any costs, fees, or expenses of any such suit.
3. Any claimant who has a direct contractual relationship with any subcontractor of the Principal from whom the Principal has not required a subcontractor payment bond, but who has no contractual relationship, express or implied, with the Principal, may bring an action on this bond only if he has performed the last of the labor or furnished the last of the materials for which he claims payment, stating with substantial accuracy the amount claimed and the name of the person for whom the Work was performed or to whom the material was furnished. Notice to the

Principal shall be served by registered or certified mail, postage prepaid, in an envelope addressed to the Principal at any place where his office is regularly maintained for the transaction of business. Claims for sums withheld as retainages with respect to labor performed or materials furnished shall not be subject to the time limitations stated in this paragraph 3.

4. No suit or action shall be commenced hereunder by any claimant.
 - a. Unless brought within one year after the day on which the person bringing such action last performed labor or last furnished or supplied materials, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, the limitation embodied within this bond shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
 - b. Other than in a state court of competent jurisdiction, with a venue as provided by statute, or in the United States District Court for the district in which the project, or any part thereof, is situated.
5. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder.

Signed and sealed this _____ day of _____, 20_____.

(Seal)

Contractor/Principal

By: _____
Signature in ink *Date*

Title: _____

Witness

(Seal)

Surety

By: _____
Attorney-in-fact *Date*

Name: _____
(Type)

My Power of Attorney is recorded in Office of the Register of Deeds/the Clerk's Office of the Circuit Court (select as appropriate for the local jurisdiction) of _____, state of _____,

and has not been revoked.

Attorney-in-fact

Affidavit and acknowledgment of attorney-in-fact

State of _____

City and/or county of _____ to wit:

I, the undersigned notary public, do certify that _____
personally appeared before me in the jurisdiction aforesaid and made oath that he/she is the attorney-in-
fact _____ of _____
_____, the Surety, that he is duly authorized to execute on its
behalf the foregoing Bond pursuant to the Power of Attorney noted above, and on behalf of said Surety,
acknowledged the aforesaid Bond(s) as its act and deed.

Given under my hand this _____ day of _____,
20____.

Notary Public: _____(Seal)

My Commission expires: _____

Approved:

Owner/designee

Date

PERFORMANCE BOND

Know all men by these presents: That _____

_____, the Contractor ("Principal") whose principal place of business is located at

_____ and

_____ ("Surety") are held and firmly bound unto _____

_____, the Owner ("Obligee") in the amount of _____

_____ dollars (\$ _____)

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Whereas,

Principal has by written agreement dated _____ entered into

a contract with Obligee for _____

_____ which contract (the "Contract") is by reference expressly made a part hereof.

Now therefore, the condition of this obligation is such that, if the Principal shall promptly and faithfully perform said Contract in strict conformity with the plans, specifications, and conditions of the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Provided that any alterations which may be made in the terms of the Contract, or in the Work to be done under it, or the giving by the Obligee of any extension of time for the Contract, or any other alterations, extensions, or forbearance on the part of either or both of the Obligee or the Principal to the other shall not in any way release the Principal and the Surety, or either of them, their heirs, executors, administrators, successors, or assigns from their liability hereunder, notice to the Surety of any such alterations, extension, or forbearance being hereby waived.

No action shall be brought on this bond unless brought within one year after: (a) completion of the Contract and all Work thereunder, including expiration of all warranties and guarantees, or (b) discovery of the defect or breach of warranty or guarantee if the action be for such.

The Surety represents to the Principal and to the Obligee that it is legally authorized to do business in the State in which the Work is being carried out.



Signed and sealed this day _____ day of _____ 20_____

(Seal)

Contractor/Principal

Witness

By: _____
Signature in ink Date

Title

(Seal)

Surety

By: _____
Attorney-in-fact Date

Name: _____
(type)

My Power of Attorney is recorded in Office of the Register of Deeds/the Clerk's Office of the Circuit Court (select as appropriate for the local jurisdiction) of _____, state of _____, and has not been revoked.

Attorney-in-fact

Affidavit and acknowledgment of attorney-in-fact

State of _____

City and/or county of _____ to wit:

I, the undersigned notary public, do certify that _____ personally appeared before me in the jurisdiction aforesaid and made oath that he/she is the attorney-in-fact of _____, the Surety, that he is duly authorized to execute on its behalf the foregoing Bond pursuant to the Power of Attorney Noted above, and on behalf of said Surety, acknowledged the aforesaid Bond(s) as its act and deed.

Given under my hand this _____ day of _____ 20_____.

Notary public: _____ (Seal)

My Commission expires: _____

Approved:

Owner/designee Date

PARTIAL RELEASE OF LIEN AFFIDAVIT

The state of _____)

County of _____)

Before me, the undersigned authority, on this day personally appeared _____,
known to me to be a credible person and officer of _____
("Contractor") and who, being duly sworn, upon his oath declares and acknowledges as follows:

1. I am the duly authorized agent for Contractor, which has authorized me to make this affidavit, to enter into the agreements and to grant the lien waivers herein set forth, on its behalf and as its acts and deeds, and all the recitations herein are true and correct.
2. Pursuant to an agreement dated _____, 20__ between Contractor and _____ ("Owner"), Contractor has supplied materials and performed labor in connection with construction of improvements upon certain real property in _____ County, _____, described as _____. Said improvements are more particularly described as construction of _____.
3. Contractor has received total payments to date in the amount of _____ dollars (\$_____) for all materials supplied and labor performed by Contractor in connection with the construction of the improvements during the period through _____, 20__ *[Insert date of end of prior progress payment period.]*
4. In consideration of and conditioned upon receipt from Owner of _____ dollars (\$_____) *[insert amount requested in present application for payment]*, Contractor hereby waives and releases any and all liens, rights, and interests (whether choate or inchoate and including, without limitation, all mechanic's and materialman's liens under the constitution and statutes of the state/commonwealth of _____ owned, claimed, or held by Contractor in and to the land and improvements, whether or not affixed or severable from the land or from any other portion of the improvements.
5. Contractor warrants that all costs incurred and bills owed by Contractor to others for materials supplied or labor performed in connection with the improvements through _____, 20__ *[insert date of end of prior progress payment period]* have been fully paid and satisfied.

Executed this _____ day of _____ 20__.

Contractor

By: _____
(Signature)

Title: _____

Subscribed and sworn to before me, the said _____ this _____ day of _____,

_____, 20_____, to certify which witness my hand and seal of office

(Signature)

(Seal)

Notary public in and for _____ County, _____.

My commission expires on the _____ day of _____, 20__.

FINAL RELEASE OF LIEN AFFIDAVIT

The state of _____)

County of _____)

Before me, the undersigned authority, on this day personally appeared _____,
known to me to be a credible person and officer of _____
("Contractor") and who, being duly sworn, upon his oath declares and acknowledges as follows:

1. I am the duly authorized agent for Contractor, which has authorized me to make this affidavit, to enter into the agreements, and to grant the lien waivers herein set forth, on its behalf and as its acts and deeds, and all the recitations herein are true and correct.
2. Pursuant to an agreement dated _____, 20____ between Contractor and _____ ("Owner"), Contractor has supplied materials and performed labor in connection with the construction of improvements upon certain real property in _____ County, _____, described as _____. Said improvements are more particularly described as construction of _____.
3. Contractor hereby certifies it has received _____ dollars (\$ _____), which constitutes payment in full for any and all materials supplied and labor performed by Contractor on the above-described Improvements. Contractor does hereby waive and release any and all liens, claims, rights, and interests (whether choate or inchoate and including, without limitation, all mechanic's and supplier's liens under the constitution and statutes of the state/commonwealth of _____) owned, claimed, or held by Contractor in and to the land and improvements or any part thereby for reason of materials supplied or labor performed on said project.
4. Contractor warrants that all costs incurred and bills owed by Contractor to others for materials supplied or labor performed in connection with the Improvements have been fully paid and satisfied, except for those bills set forth on Attachment A. Contractor certifies that within seven (7) days hereafter, Contractor shall pay all sums due for those bills set forth on Attachment A. Contractor further warrants that should any claim or lien be filed for material supplied or labor performed in connection with the Improvements, Contractor will immediately furnish a Bond for the release of such liens, obtain settlement of any such liens, and furnish Owner a written, full release of such liens. Should Contractor be unable to obtain such release, Contractor agrees to fully indemnify and hold harmless Owner from any and all costs it may incur by reason of such liens.

Executed this _____ day of _____ 20 ____.

Contractor

By: _____
(Signature)

Title: _____

Subscribed and sworn to before me, the said _____ this
_____ day of

_____, 20____, to certify which witness my hand and seal of office.

(Signature)

(Seal)

Notary public in and for _____ County, _____.

My commission expires on the _____ day of _____, 20 ____.

State of Michigan

WHPWRequest@michigan.gov

Official Request #: 1431

Requestor: Troy School District

Project Description: Roofing Bemis, Costello, Hill & Wass Elementary Schools; Athen, Troy, Int'l Academy East High Schools

Project Number: BID 9817 – TSD-2016 Roof Program

Oakland County

Official 2015 Prevailing Wage Rates for State Funded Projects

Issue Date: 12/17/2015

Contract must be awarded by: 3/16/2016

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<u>Classification</u>		Last Updated	Straight Hourly	Time and Half	a Double Time	Overtime Provision					
Name	Description										
=====											
Asbestos & Lead Abatement Laborer											
Asbestos & Lead Abatement Laborer	MLDC	10/30/2015	\$40.75	\$54.34	\$67.93	H H H X X X X D Y					
4 ten hour days @ straight time allowed											
Monday-Saturday, must be consecutive											

Asbestos & Lead Abatement, Hazardous Material Handler

Asbestos and Lead Abatement, Hazardous Material Handler	AS207	10/30/2015	\$40.75	\$54.25	\$67.75	H H H X X X X D Y
4 ten hour days @ straight time allowed						
Monday-Saturday, must be consecutive						

Boilermaker

Boilermaker	BO169	2/17/2015	\$54.70	\$81.08	\$107.45	H H H H H H H D Y
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Apprentice Rates:

1st 6 months	\$40.31	\$59.49	\$78.67
2nd 6 months	\$41.45	\$61.21	\$80.95
3rd 6 months	\$42.57	\$62.88	\$83.19
4th 6 months	\$43.69	\$64.57	\$85.43
5th 6 months	\$44.81	\$66.24	\$87.67
6th 6 months	\$48.63	\$72.50	\$96.36
7th 6 months	\$49.32	\$73.01	\$96.69
8th 6 months	\$51.58	\$76.40	\$101.21

Official Request #: 1431

Requestor: Troy School District

Project Description: Roofing Bemis, Costello Hill & Wass Elementary

Project Number: BID 9817 – TSD-2016 Roof Program

County: Oakland

Official Rate Schedule

Every contractor and subcontractor shall keep posted on the construction site, in a conspicuous place, a copy of all prevailing wage and fringe benefit rates prescribed in a contract.

Official 2015 Prevailing Wage Rates for State Funded Projects

Issue Date: 12/17/2015

Contract must be awarded by: 3/16/2016

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Classification		Last Updated	Straight Time and Hourly	a Double Time	Overtime Provision
Name	Description				

Bricklayer

Bricklayer, stone mason, pointer, cleaner, BR1 10/15/2014 \$52.43 \$78.65 \$104.86 H H D H D D D D Y
Make up day allowed comment
 Saturday for 5 day 8 hour week
 Friday for 4 day 10 hour week
 4 10s allowed M-TH

Apprentice Rates:

First 6 months	\$31.87	\$47.81	\$63.74
2nd 6 months	\$33.72	\$50.60	\$67.44
3rd 6 months	\$35.57	\$53.37	\$71.14
4th 6 months	\$37.42	\$56.14	\$74.84
5th 6 months	\$39.27	\$58.92	\$78.54
6th 6 months	\$41.12	\$61.70	\$82.24
7th 6 months	\$42.97	\$64.46	\$85.94
8th 6 months	\$44.82	\$67.24	\$89.64

Carpenter

Diver CA 687 D 10/13/2015 \$66.46 \$95.70 \$124.93 X X H X X H H D Y
 Four 10s allowed M-Sat; double time due when over 12 hours worked per day
Make up day allowed comment
 Saturday

Official Request #: 1431

Requestor: Troy School District

Project Description: Roofing Bernis, Costello, Hill & Wass Elementary

Project Number: BID 9817 – TSD-2016 Roof Program

County: Oakland

Official Rate Schedule

Every contractor and subcontractor shall keep posted on the construction site, in a conspicuous place, a copy of all prevailing wage and fringe benefit rates prescribed in a contract.

Official 2015 Prevailing Wage Rates for State Funded Projects

Issue Date: 12/17/2015

Contract must be awarded by: 3/16/2016

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<u>Classification</u>		Last Updated	Straight Hourly	Time and Half	a Double Time	Overtime Provision								
Name	Description													
=====														
	Carpet and Resilient Floor Layer, (does not include installation of prefabricated formica & parquet flooring which is to be paid carpenter rate)	CA1045	10/12/2015	\$50.21	\$71.55	\$92.89	X	X	H	X	X	X	D	Y

Apprentice Rates:

1st 6 months	\$24.86	\$33.53	\$42.19
2nd 6 months	\$28.87	\$39.54	\$50.21
3rd 6 months	\$31.01	\$42.76	\$54.49
4th 6 months	\$33.14	\$45.95	\$58.75
5th 6 months	\$35.28	\$49.16	\$63.03
6th 6 months	\$37.41	\$52.36	\$67.29
7th 6 months	\$39.54	\$55.54	\$71.55
8th 6 months	\$41.67	\$58.74	\$75.81

Carpenter	CA687Z1	10/13/2015	\$56.59	\$80.89	\$105.19	X	X	H	X	X	H	H	D	Y
four 10s allowed Mon-Sat; double time due when over 12 hours worked per day														
Make up day allowed comment														
Saturdays														

Apprentice Rates:

1st year	\$34.72	\$48.09	\$61.45
3rd 6 months	\$37.16	\$51.75	\$66.33
4th 6 months	\$39.58	\$55.38	\$71.17
5th 6 months	\$42.02	\$59.04	\$76.05
6th 6 months	\$44.44	\$62.67	\$80.89
7th 6 months	\$46.87	\$66.32	\$85.75
8th 6 months	\$49.30	\$69.96	\$90.61

Official Request #: 1431

Requestor: Troy School District

Project Description: Roofing Bemis, Costello, Hill & Wass Elementary

Project Number: BID 9817 – TSD-2016 Roof Program

County: Oakland

Official Rate Schedule

Every contractor and subcontractor shall keep posted on the construction site, in a conspicuous place, a copy of all prevailing wage and fringe benefit rates prescribed in a contract.

Official 2015 Prevailing Wage Rates for State Funded Projects

Issue Date: 12/17/2015

Contract must be awarded by: 3/16/2016

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Classification		Last Updated	Straight Time and a Double	Overtime
Name	Description	Hourly	Half Time	Provision

=====

Piledriver	CA687Z1P	10/13/2015	\$56.59	\$80.89	\$105.19	X	X	H	X	X	H	H	D	Y
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Four 10s allowed Monday-Saturday; double time due when over 12 hours worked per day

Make up day allowed comment

Saturday

Apprentice Rates:

1st 6 months	\$34.72	\$48.09	\$61.45
2nd 6 months	\$39.58	\$55.38	\$71.17
3rd 6 months	\$44.44	\$62.67	\$80.89
4th 6 months	\$49.30	\$69.96	\$90.61

Subdivision of county

Cement Mason

Cement Mason	br1cm	10/15/2014	\$50.05	\$71.17	\$92.28	X	X	H	H	H	H	H	D	N
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Apprentice Rates:

1st 6 months	\$29.13	\$39.45	\$49.77
2nd 6 months	\$31.20	\$42.54	\$53.87
3rd 6 months	\$35.31	\$48.67	\$62.01
4th 6 months	\$39.46	\$54.85	\$70.23
5th 6 months	\$41.52	\$57.91	\$74.30
6th 6 months	\$45.67	\$64.10	\$82.52

Cement Mason	CE514	11/10/2011	\$46.30	\$64.89	\$83.48	H	H	D	H	H	H	H	D	N
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Apprentice Rates:

1st 6 months	\$26.77	\$36.07	\$45.36
2nd 6 months	\$28.68	\$38.91	\$49.13
3rd 6 months	\$32.50	\$44.59	\$56.66
4th 6 months	\$36.32	\$50.26	\$64.19
5th 6 months	\$38.24	\$53.11	\$67.98
6th 6 months	\$42.06	\$58.79	\$75.51

Official Request #: 1431

Requestor: Troy School District

Project Description: Roofing Bemis, Costello, Hill & Wass Elementary

Project Number: BID 9817 – TSD-2016 Roof Program

County: Oakland

Official Rate Schedule

Every contractor and subcontractor shall keep posted on the construction site, in a conspicuous place, a copy of all prevailing wage and fringe benefit rates prescribed in a contract.

Official 2015 Prevailing Wage Rates for State Funded Projects

Issue Date: 12/17/2015

Contract must be awarded by: 3/16/2016

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Classification		Last Updated	Straight Hourly	Time and Half	a Double Time	Overtime Provision
Name	Description					

Drywall

Drywall Taper	PT-22-D	10/28/2015	\$45.16	\$58.69	\$72.21	H H D H D D D D Y
Four 10s allowed Monday-Thursday						
Make up day allowed comment						
Friday make-up day for bad weather or holidays						

Apprentice Rates:

First 3 months	\$31.63	\$38.39	\$45.15
Second 3 months	\$34.34	\$42.45	\$50.57
Second 6 months	\$37.04	\$46.51	\$55.97
Third 6 months	\$39.75	\$50.57	\$61.39
4th 6 months	\$41.10	\$52.59	\$64.09

Electrician

Inside Wireman	EC-58-IW	10/29/2015	\$60.09	\$79.08	\$98.07	H H H H H H H D N
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Apprentice Rates:

0-1000 hours	\$37.29	\$44.88	\$52.48
1000-2000 hours	\$39.20	\$47.75	\$56.30
2000-3500 hours	\$41.09	\$50.59	\$60.08
3500-5000 hours	\$42.99	\$53.44	\$63.88
5000-6500 hours	\$46.79	\$59.14	\$71.48
6500-8000 hours	\$50.59	\$64.84	\$79.08

Sound and Communication Installer	EC-58-SC	6/19/2015	\$38.11	\$51.23	\$64.35	H H H H H H H D N
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Apprentice Rates:

Period 1	\$24.99	\$31.55	\$38.11
Period 2	\$26.30	\$33.52	\$40.73
Period 3	\$27.62	\$35.50	\$43.37
Period 4	\$28.93	\$37.46	\$45.99
Period 5	\$30.25	\$39.44	\$48.63
Period 6	\$31.55	\$41.39	\$51.23

Official Request #: 1431

Requestor: Troy School District

Project Description: Roofing Bemis, Costello, Hill & Wass Elementary

Project Number: BID 9817 – TSD-2016 Roof Program

County: Oakland

Official Rate Schedule

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Official 2015 Prevailing Wage Rates for State Funded Projects

Issue Date: 12/17/2015

Contract must be awarded by: 3/16/2016

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Classification		Last Updated	Straight Hourly	Time and Half	a Double Time	Overtime Provision
Name	Description					

Elevator Constructor

Elevator Constructor	EL 36	8/7/2007	\$56.46		\$94.99	D D D D D D D Y
Elevator Constructor						
<i>Make up day allowed</i>						

Apprentice Rates:

1st Year Apprentice	\$37.74	\$58.93
2nd Year Apprentice	\$41.90	\$66.94
3rd Year Apprentice	\$43.98	\$70.95
4th Year Apprentice	\$48.14	\$78.96

Glazier

Glazier	GL-357	10/28/2015	\$48.10	\$66.84	\$85.58	H H H H H H H D Y
If a four 10 hour day workweek is scheduled, four 10s must be consecutive, M-F.						

Apprentice Rates:

1st 6 months	\$33.07	\$44.30	\$55.52
2nd 6 months	\$34.58	\$46.57	\$58.54
3rd 6 months	\$37.58	\$51.07	\$64.54
4th 6 months	\$39.09	\$53.33	\$67.56
5th 6 months	\$40.59	\$55.58	\$70.56
6th 6 months	\$42.09	\$57.83	\$73.56
7th 6 months	\$43.59	\$60.08	\$76.56
8th 6 months	\$46.60	\$64.59	\$82.58

Heat and Frost Insulator

Spray Insulation	AS25S	3/5/2007	\$20.14	\$29.14		H H H H H H H N
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Official Request #: 1431

Requestor: Troy School District

Project Description: Roofing Bemis, Costello, Hill & Wass Elementary

Project Number: BID 9817 – TSD-2016 Roof Program

County: Statewide

Official Rate Schedule

Every contractor and subcontractor shall keep posted on the construction site, in a conspicuous place, a copy of all prevailing wage and fringe benefit rates prescribed in a contract.

Official 2015 Prevailing Wage Rates for State Funded Projects

Issue Date: 12/17/2015

Contract must be awarded by: 3/16/2016

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Classification		Last Updated	Straight Time and Hourly	a Double Time	Overtime Provision
Name	Description				

Heat and Frost Insulator and Asbestos Worker

Heat and Frost Insulators and Asbestos Workers	AS25	1/29/2014	\$60.25	\$76.00	\$91.74	H	H	H	H	H	H	H	D	Y
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Four 10s must be worked for a minimum of 2 weeks consecutively, Monday thru Thursday. All hours worked in excess of 10 will be paid at double time. All hours worked on the fifth day,

comment

Four 10s must be worked for a minimum of 2 consecutive weeks. OVERTIME is different on a four 10 week. OT is 2x for hours beyond 10. All hours on fifth day, M-F require time and one half. Sat first 8 hours, 1.5, all hours after 8 require double time.

Apprentice Rates:

1st Year	\$46.08	\$54.74	\$63.40
2nd Year	\$49.23	\$59.46	\$69.70
3rd Year	\$50.80	\$61.82	\$72.84
4th Year	\$53.95	\$66.54	\$79.14

Ironworker

Fence, Sound Barrier & Guardrail erection/installation and Exterior Signage work	IR-25-F1	2/24/2015	\$34.65	\$46.65	\$58.65	X	X	H	X	X	X	H	D	Y
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Four ten hour work days may be worked during Monday-Saturday.

Apprentice Rates:

60% Level	\$24.25	\$31.45	\$38.65
65% Level	\$25.55	\$33.35	\$41.15
70% Level	\$26.86	\$35.26	\$43.66
75% Level	\$28.15	\$37.15	\$46.15
80% Level	\$29.45	\$39.05	\$48.65
85% Level	\$30.75	\$40.95	\$51.15

Official Request #: 1431

Requestor: Troy School District

Project Description: Roofing Bemis, Costello, Hill & Wass Elementary

Project Number: BID 9817 – TSD-2016 Roof Program

County: Oakland

Official Rate Schedule

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Official 2015 Prevailing Wage Rates for State Funded Projects

Issue Date: 12/17/2015

Contract must be awarded by: 3/16/2016

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Classification		Last Updated	Straight Hourly	Time and Half	a Double Time	Overtime Provision
Name	Description					

Siding, Glazing, Curtain Wall	IR-25-GZ2	6/5/2015	\$47.16	\$58.82	\$70.48	X X H H H H D D Y
4 tens may be worked Monday thru Thursday @ straight time.						

Make up day allowed comment

Friday

Apprentice Rates:

Level 1	\$30.23	\$36.84	\$43.43
Level 2	\$32.34	\$39.58	\$46.80
Level 3	\$34.46	\$42.33	\$50.19
Level 4	\$36.58	\$45.08	\$53.57
Level 5	\$38.69	\$47.82	\$56.95
Level 6	\$40.81	\$50.57	\$60.33

Pre-engineered Metal Work	IR-25-PE-Z1	6/3/2015	\$46.49	\$56.78	\$67.06	X X H X X X X D Y
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Make up day allowed comment

4 tens allowed M-Th with Saturday make up day

Apprentice Rates:

1st Year	\$27.36	\$32.83	\$38.31
3rd 6 month period	\$29.48	\$35.71	\$41.93
4th 6 month period	\$31.61	\$38.60	\$45.58
5th 6 month period	\$33.73	\$41.46	\$49.20
6th 6 month period	\$35.86	\$45.24	\$54.62

Reinforced Iron Work	IR-25-RF	6/3/2015	\$56.11	\$84.03	\$111.95	H H D H D D D D N
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Make up day allowed

Apprentice Rates:

Level 1	\$36.76	\$54.83	\$72.88
Level 2	\$39.13	\$58.37	\$77.62
Level 3	\$41.49	\$61.92	\$82.34
Level 4	\$44.03	\$65.72	\$87.42
Level 5	\$46.56	\$69.53	\$92.48
Level 6	\$49.10	\$73.33	\$97.56

Official Request #: 1431

Requestor: Troy School District

Project Description: Roofing Bemis, Costello, Hill & Wass Elementary

Project Number: BID 9817 – TSD-2016 Roof Program

County: Oakland

Official Rate Schedule

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Official 2015 Prevailing Wage Rates for State Funded Projects

Issue Date: 12/17/2015

Contract must be awarded by: 3/16/2016

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Classification		Last Updated	Straight Hourly	Time and Half	a Double Time	Overtime Provision
Name	Description					

Name	Description	Last Updated	Straight Hourly	Time and Half	a Double Time	Overtime Provision
Rigging Work	IR-25-RIG	6/3/2015	\$62.08	\$92.78	\$123.47	H H H H H H D N

Apprentice Rates:

Level 1 & 2	\$37.38	\$55.69	\$74.01
Level 3	\$40.21	\$59.94	\$79.67
Level 4	\$43.03	\$64.17	\$85.31
Level 5	\$45.86	\$68.42	\$90.97
Level 6	\$48.69	\$72.67	\$96.63

Decking IR-25-SD 6/5/2015 \$54.04 \$80.73 \$107.42 X X H H H H D D Y
 4 tens may be worked Monday thru Thursday @ straight time. If bad weather, Friday may be a make up day. If holiday celebrated on a Monday, 4 10s may be worked Tuesday thru Friday. Work in excess of 12 hours per day must be paid @ double time.

Make up day allowed comment

Friday for 4 tens M-Th
 Saturday for 5 eights M-F

Structural, ornamental, welder and pre-cast IR-25-STR 6/3/2015 \$62.21 \$92.94 \$123.67 H H H H H H D D Y
 4 tens may be worked Monday thru Thursday @ straight time. If bad weather, Friday may be a make up day. If holiday celebrated on a Monday, 4 10s may be worked Tuesday thru Friday. Work in excess of 12 hours per day must be paid @ double time.

Make up day allowed

Apprentice Rates:

Levels 1 & 2	\$36.79	\$55.10	\$73.42
Level 3	\$39.62	\$59.35	\$79.08
Level 4	\$42.44	\$63.58	\$84.72
Level 5	\$45.27	\$67.83	\$90.38
Level 6	\$48.10	\$72.08	\$96.04
Level 7	\$50.92	\$76.30	\$101.68
Level 8	\$53.75	\$80.55	\$107.34

Official Request #: 1431

Requestor: Troy School District

Project Description: Roofing Bemis, Costello, Hill & Wass Elementary

Project Number: BID 9817 – TSD-2016 Roof Program

County: Oakland

Official Rate Schedule

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Official 2015 Prevailing Wage Rates for State Funded Projects

Issue Date: 12/17/2015

Contract must be awarded by: 3/16/2016

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<u>Classification</u>		Last Updated	Straight Hourly	Time and Half	a Double Time	Overtime Provision
Name	Description					
=====						
Industrial Door erection & construction	IR-25-STR-D	6/19/2015	\$42.54	\$63.44	\$84.34	H H H H H H D D Y
<i>Make up day allowed comment</i>						
Friday for bad weather when 4 tens scheduled for M-Th. If holiday celebrated on M, 4 tens may be worked T-F. Work in excess of 12 hours per day must be paid @ double time.						

Laborer

Construction Laborer, Demolition Laborer, Mason Tender, Carpenter Tender, Drywall Handler, Concrete Laborer, Cement Finisher tender, concrete chute and concrete Bucket Handler, Concrete Laborer	L1076-A-A	10/16/2015	\$43.94	\$62.52	\$81.09	H H H H H H H D Y
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If conditions beyond the employer/employee's control prevent one or more hours of working during Mon-Fri, the employer may choose to work up to 10 hour straight time weekdays. Work may be scheduled up to 10 hours per Mon-Fri for the purpose of reaching 40 hours @ straight time. Make up days may also include 8 hours of work on Saturdays @ straight time.

Make up day allowed comment
Saturday

Apprentice Rates:

0-1,000 work hours	\$37.97	\$53.56	\$69.15
1,001-2,000 work hours	\$39.16	\$55.34	\$71.53
2,001-3,000 work hours	\$40.36	\$57.14	\$73.93
3,001-4,000 work hours	\$42.75	\$60.73	\$78.71

Official Request #: 1431

Requestor: Troy School District

Project Description: Roofing Bemis, Costello, Hill & Wass Elementary

Project Number: BID 9817 – TSD-2016 Roof Program

County: Oakland

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Official 2015 Prevailing Wage Rates for State Funded Projects

Issue Date: 12/17/2015

Contract must be awarded by: 3/16/2016

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Classification		Last Updated	Straight Hourly	Time and Half	a Double Time	Overtime Provision								
Name	Description													
=====														
	Signal man (on sewer & caisson work); air,electric or gasoline tool operator (including concrete vibrator operator,acetylene torch & air hammer operator); scaffold builder, caisson worker	L1076-A-B	10/16/2015	\$44.21	\$62.92	\$81.63	H	H	H	H	H	H	D	Y

If conditions beyond the employer/employee's control prevent one or more hours of working during Mon-Fri, the employer may choose to work up to 10 hour straight time weekdays. Work may be scheduled up to 10 hours per Mon-Fri for the purpose of reaching 40 hours @ straight time. Make up days may also include 8 hours of work on Saturdays @ straight time.

Make up day allowed comment
Saturday

Lansing Burner, Blaster & Powder Man	L1076-A-C	10/16/2015	\$44.71	\$63.67	\$82.63	H	H	H	H	H	H	D Y
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If conditions beyond the employer/employee's control prevent one or more hours of working during Mon-Fri, the employer may choose to work up to 10 hour straight time weekdays. Work may be scheduled up to 10 hours per Mon-Fri for the purpose of reaching 40 hours @ straight time. Make up days may also include 8 hours of work on Saturdays @ straight time.

Make up day allowed comment
Saturday

Furnance battery heater tender, burning bar & oxy-acetylene gun	L1076-A-D	10/16/2015	\$44.45	\$63.28	\$82.11	H	H	H	H	H	H	D Y
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If conditions beyond the employer/employee's control prevent one or more hours of working during Mon-Fri, the employer may choose to work up to 10 hour straight time weekdays. Work may be scheduled up to 10 hours per Mon-Fri for the purpose of reaching 40 hours @ straight time. Make up days may also include 8 hours of work on Saturdays @ straight time.

Make up day allowed comment
Saturday

Official Request #: 1431

Requestor: Troy School District

Project Description: Roofing Bemis,Costello, Hill & Wass Elementary

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Official 2015 Prevailing Wage Rates for State Funded Projects

Issue Date: 12/17/2015

Contract must be awarded by: 3/16/2016

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Classification		Last Updated	Straight Hourly	Time and Half	a Double Time	Overtime Provision
Name	Description					

Name	Description	Last Updated	Straight Hourly	Time and Half	a Double Time	Overtime Provision
Cleaner/ sweeper laborer, furniture laborer	L1076-A-E	6/13/2013	\$38.49	\$54.34	\$70.19	H H H H H H H D Y

If conditions beyond the employer/employee's control prevent one or more hours of working during Mon-Fri, the employer may choose to work up to 10 hour straight time weekdays. Work may be scheduled up to 10 hours per Mon-Fri for the purpose of reaching 40 hours @ straight time. Make up days may also include 8 hours of work on Saturdays @ straight time.

Make up day allowed comment

Saturday

Expediter man, topman and/or bottom man (blast furnace work or battery work)	L1076-A-F	10/16/2015	\$45.21	\$64.42	\$83.63	H H H H H H H D Y
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If conditions beyond the employer/employee's control prevent one or more hours of working during Mon-Fri, the employer may choose to work up to 10 hour straight time weekdays. Work may be scheduled up to 10 hours per Mon-Fri for the purpose of reaching 40 hours @ straight time. Make up days may also include 8 hours of work on Saturdays @ straight time.

comment

Saturday

Plasterer Tender, Plastering Machine Operator	LPT-1	10/16/2015	\$43.94	\$62.52	\$81.09	X X H H H H H D Y
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If conditions beyond the employer/employee's control prevent one or more hours of working during Mon-Fri, the employer may choose to work up to 10 hour straight time weekdays. Work may be scheduled up to 10 hours per Mon-Fri for the purpose of reaching 40 hours @ straight time. Make up days may also include 8

Make up day allowed comment

Saturday

Apprentice Rates:

1,001 - 2,000 hours	\$39.16	\$55.34	\$71.53
2,001 - 3,000 hours	\$40.36	\$57.14	\$73.93
3,001 - 4,000 hours	\$42.75	\$60.73	\$78.71

Official Request #: 1431

Requestor: Troy School District

Project Description: Roofing Bemis, Costello, Hill & Wass Elementary

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County: Oakland

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Official 2015 Prevailing Wage Rates for State Funded Projects

Issue Date: 12/17/2015

Contract must be awarded by: 3/16/2016

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<u>Classification</u>		Last Updated	Straight Time and Hourly	a Double Half	Overtime Provision
Name	Description				
=====					
Laborer - Hazardous					
Class A Laborer - performing work in conjunction with site preparation and other preliminary work prior to actual removal, handling, or containment of hazardous waste substances not requiring use of personal protective equipment required by state or federal regulations; or a laborer performing work in conjunction with the removal, handling, or containment of hazardous waste substances when used of personal protective equipment level "D" is required.	LHAZ-Z2-A	11/1/2013	\$43.54	\$61.94	\$80.33 H H H H H H D Y
<i>Make up day allowed comment</i>					
4 10s allowed M-Th or T-F; inclement weather makeup day Friday					
Apprentice Rates:					
0-1,000 work hours			\$37.60	\$53.03	\$68.45
1,001-2,000 work hours			\$38.79	\$54.81	\$70.83
2,001-3,000 work hours			\$39.98	\$56.60	\$73.21
3,001-4,000 work hours			\$42.35	\$60.15	\$77.95

Class B Laborer - performing work in conjunction with the removal, handling, or containment of hazardous waste substances when the use of personal protective equipment levels "A", "B" or "C" is required.	LHAZ-Z2-B	11/7/2014	\$44.54	\$63.44	\$82.33	H H H H H H D Y
<i>Make up day allowed comment</i>						
4 10s allowed M-Th or T-F; inclement weather makeup day Friday						
Apprentice Rates:						
0-1,000 work hours			\$38.36	\$54.17	\$69.97	
1,001-2,000 work hours			\$39.59	\$56.01	\$72.43	
2,001-3,000 work hours			\$40.83	\$57.87	\$74.91	
3,001-4,000 work hours			\$43.30	\$61.58	\$79.85	

Official Request #: 1431

Requestor: Troy School District

Project Description: Roofing Bemis, Costello, Hill & Wass Elementary

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County: Oakland

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Official 2015 Prevailing Wage Rates for State Funded Projects

Issue Date: 12/17/2015

Contract must be awarded by: 3/16/2016

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Classification		Last Updated	Straight Hourly	Time and Half	a Double Time	Overtime Provision	
Name	Description						

Laborer Underground - Tunnel, Shaft & Caisson

Class I - Tunnel, shaft and caisson laborer, dump man, shanty man, hog house tender, testing man (on gas), and watchman.	LAUCT-Z1-1	9/6/2013	\$37.87	\$48.66	\$59.44	X	X	X	X	X	X	D	Y
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Apprentice Rates:

0-1,000 work hours	\$33.05	\$41.43	\$49.80
1,001-2,000 work hours	\$34.02	\$42.88	\$51.74
2,001-3,000 work hours	\$34.98	\$44.32	\$53.66
3,001-4,000 work hours	\$36.91	\$47.21	\$57.52

Class II - Manhole, headwall, catch basin builder, bricklayer tender, mortar man, material mixer, fence erector, and guard rail builder.	LAUCT-Z1-2	9/6/2013	\$37.98	\$48.82	\$59.66	X	X	X	X	X	X	D	Y
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Apprentice Rates:

0-1,000 work hours	\$33.14	\$41.56	\$49.98
1,001-2,000 work hours	\$34.10	\$43.00	\$51.90
2,001-3,000 work hours	\$35.07	\$44.45	\$53.84
3,001-4,000 work hours	\$37.01	\$47.37	\$57.72

Official Request #: 1431

Requestor: Troy School District

Project Description: Roofing Bemis, Costello, Hill & Wass Elementary

Project Number: BID 9817 – TSD-2016 Roof Program

County: Oakland

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Official 2015 Prevailing Wage Rates for State Funded Projects

Issue Date: 12/17/2015

Contract must be awarded by: 3/16/2016

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<u>Classification</u>		Last Updated	Straight Time and a Double			Overtime Provision							
Name	Description		Hourly	Half	Time								
=====													
Class III - Air tool operator (jack hammer man, bush hammer man and grinding man), first bottom man, second bottom man, cage tender, car pusher, carrier man, concrete man, concrete form man, concrete repair man, cement invert laborer, cement finisher, concrete shoveler, conveyor man, floor man, gasoline and electric tool operator, gunnite man, grout operator, welder, heading dinky man, inside lock tender, pea gravel operator, pump man, outside lock tender, scaffold man, top signal man, switch man, track man, tugger man, utility man, vibrator man, winch operator, pipe jacking man, wagon drill and air track operator and concrete saw operator (under 40 h.p.).	LAUCT-Z1-3	9/6/2013	\$38.04	\$48.91	\$59.78	X	X	X	X	X	X	X	D Y

Apprentice Rates:

0-1,000 work hours	\$33.18	\$41.62	\$50.06
1,001-2,000 work hours	\$34.15	\$43.07	\$52.00
2,001-3,000 work hours	\$35.12	\$44.53	\$53.94
3,001-4,000 work hours	\$37.07	\$47.45	\$57.84

Class IV - Tunnel, shaft and caisson mucker, bracer man, liner plate man, long haul dinky driver and well point man.	LAUCT-Z1-4	9/6/2013	\$38.22	\$49.18	\$60.14	X	X	X	X	X	X	D Y
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Apprentice Rates:

0-1,000 work hours	\$33.32	\$41.83	\$50.34
1,001-2,000 work hours	\$34.30	\$43.30	\$52.30
2,001-3,000 work hours	\$35.28	\$44.77	\$54.26
3,001-4,000 work hours	\$37.24	\$47.71	\$58.18

Official Request #: 1431

Requestor: Troy School District

Project Description: Roofing Bemis, Costello, Hill & Wass Elementary

Project Number: BID 9817 – TSD-2016 Roof Program

County: Oakland

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Official 2015 Prevailing Wage Rates for State Funded Projects

Issue Date: 12/17/2015

Contract must be awarded by: 3/16/2016

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Classification		Last Updated	Straight Hourly	Time and Half	a Double Time	Overtime Provision								
Name	Description													
=====														
Class V - Tunnel, shaft and caisson miner, drill runner, keyboard operator, power knife operator, reinforced steel or mesh man (e.g. wire mesh, steel mats, dowel bars)	LAUCT-Z1-5	9/6/2013	\$38.47	\$49.56	\$60.64	X	X	X	X	X	X	X	D	Y

Apprentice Rates:

0-1,000 work hours	\$33.50	\$42.10	\$50.70
1,001-2,000 work hours	\$34.50	\$43.60	\$52.70
2,001-3,000 work hours	\$35.49	\$45.09	\$54.68
3,001-4,000 work hours	\$37.48	\$48.07	\$58.66

Class VI - Dynamite man and powder man.	LAUCT-Z1-6	9/6/2013	\$38.80	\$50.05	\$61.30	X	X	X	X	X	X	D Y
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Apprentice Rates:

0-1,000 work hours	\$33.75	\$42.47	\$51.20
1,001-2,000 work hours	\$34.76	\$43.99	\$53.22
2,001-3,000 work hours	\$35.77	\$45.51	\$55.24
3,001-4,000 work hours	\$37.79	\$48.53	\$59.28

Class VII - Restoration laborer, seeding, sodding, planting, cutting, mulching and topsoil grading and the restoration of property such as replacing mail boxes, wood chips, planter boxes and flagstones.	LAUCT-Z1-7	9/6/2013	\$32.08	\$39.97	\$47.86	X	X	X	X	X	X	D Y
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Apprentice Rates:

0-1,000 work hours	\$28.71	\$34.91	\$41.12
1,001-2,000 work hours	\$29.38	\$35.92	\$42.46
2,001-3,000 work hours	\$30.06	\$36.94	\$43.82
3,001-4,000 work hours	\$31.41	\$38.97	\$46.52

Official Request #: 1431

Requestor: Troy School District

Project Description: Roofing Bemis, Costello, Hill & Wass Elementary

Project Number: BID 9817 – TSD-2016 Roof Program

County: Oakland

Official Rate Schedule

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Official 2015 Prevailing Wage Rates for State Funded Projects

Issue Date: 12/17/2015

Contract must be awarded by: 3/16/2016

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Classification		Last Updated	Straight Hourly	Time and Half	a Double Time	Overtime Provision			
Name	Description								
=====									
Landscape Laborer									
	Landscape Specialist includes air, gas, and diesel equipment operator, skidsteer (or equivalent), lawn sprinkler installer on landscaping work where seeding, sodding, planting, cutting, trimming, backfilling, rough grading or maintenance of landscape projects occurs.	LLAN-Z1-A	10/13/2015	\$28.98	\$40.04	\$51.09	X	X	X H X X X H D Y
Sundays paid at time & one half. Holidays paid at double time.									

	Skilled Landscape Laborer: small power tool operator, lawn sprinkler installers' tender, material mover, truck driver when seeding, sodding, planting, cutting, trimming, backfilling, rough grading or maintaining of landscape projects occurs	LLAN-Z1-B	10/13/2015	\$24.76	\$33.71	\$42.65	X	X	X H X X X H D Y
Sundays paid at time & one half. Holidays paid at double time.									

Marble Finisher

Marble Finisher	BR1-MF	10/20/2014	\$43.48	\$54.29	\$65.10	H	H	D	H D D D D Y
A 4 ten workweek may be worked Monday thru Thursday or Tuesday thru Friday.									

Apprentice Rates:

Level 1	\$19.04	\$25.12	\$31.20
Level 2	\$20.24	\$26.92	\$33.60
Level 3	\$27.01	\$33.96	\$40.90
Level 4	\$28.47	\$36.14	\$43.82
Level 5	\$29.99	\$37.84	\$45.70
Level 6	\$31.61	\$39.86	\$48.10
Level 7	\$33.30	\$41.59	\$49.87
Level 8	\$34.79	\$43.48	\$52.17

Official Request #: 1431

Requestor: Troy School District

Project Description: Roofing Bemis, Costello, Hill & Wass Elementary

Project Number: BID 9817 – TSD-2016 Roof Program

County: Oakland

Official Rate Schedule

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Official 2015 Prevailing Wage Rates for State Funded Projects

Issue Date: 12/17/2015

Contract must be awarded by: 3/16/2016

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Classification		Last Updated	Straight Hourly	Time and Half	a Double Time	Overtime Provision
Name	Description					

Marble Mason

Marble Mason BR1-MM 10/17/2014 \$50.29 \$64.51 \$78.72 H H D H D D D D Y
A 4 ten workweek may be worked Monday thru Thursday or Tuesday thru Friday.

Apprentice Rates:

Level 1	\$25.14	\$32.65	\$40.15
Level 2	\$28.20	\$36.49	\$44.78
Level 3	\$33.41	\$41.97	\$50.53
Level 4	\$36.15	\$45.66	\$55.17
Level 5	\$38.42	\$48.17	\$57.92
Level 6	\$42.07	\$53.56	\$65.05
Level 7	\$42.74	\$54.38	\$66.02
Level 8	\$43.67	\$55.78	\$67.88

Operating Engineer

Crane with boom & jib or leads 120' or longer EN-324-A120 10/28/2015 \$57.86 \$75.50 \$93.13 X X H H D D D D Y
comment
Double time after 12 hours M-F

Crane with boom & jib or leads 140' or longer EN-324-A140 10/28/2015 \$58.68 \$76.73 \$94.77 X X H H D D D D Y

Work in excess of 12 per day M-F shall be paid at double time.

Crane with boom & jib or leads 220' or longer EN-324-A220 10/28/2015 \$58.98 \$77.18 \$95.37 X X H H D D D D Y
Work in excess of 12 per day M-F shall be paid at double time.

Crane with boom & jib or leads 300' or longer EN-324-A300 10/28/2015 \$60.48 \$79.43 \$98.37 X X H H D D D D Y
Work in excess of 12 per day M-F shall be paid at double time.

Official Request #: 1431

Requestor: Troy School District

Project Description: Roofing Bemis, Costello, Hill & Wass Elementary

Project Number: BID 9817 – TSD-2016 Roof Program

County: Oakland

Official Rate Schedule

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Official 2015 Prevailing Wage Rates for State Funded Projects

Issue Date: 12/17/2015

Contract must be awarded by: 3/16/2016

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Classification		Last Updated	Straight Hourly	Time and Half	a Double Time	Overtime Provision								
Name	Description					X	X	H	H	D	D	D	Y	
	Crane with boom & jib or leads 400' or longer Work in excess of 12 per day M-F shall be paid at double time.	EN-324-A400	10/28/2015	\$61.98	\$81.68	\$101.37	X	X	H	H	D	D	D	Y
	Compressor or welding machine Work in excess of 12 per day M-F shall be paid at double time.	EN-324-CW	10/28/2015	\$47.01	\$59.22	\$71.43	X	X	H	H	D	D	D	Y
	Forklift, lull, extend-a-boom forklift Work in excess of 12 per day M-F shall be paid at double time.	EN-324-FL	10/28/2015	\$54.32	\$70.19	\$86.05	X	X	H	H	D	D	D	Y
	Fireman or oiler Work in excess of 12 per day M-F shall be paid at double time.	EN-324-FO	10/28/2015	\$45.98	\$57.68	\$69.37	X	X	H	H	D	D	D	Y
	Regular crane, job mechanic, concrete pump with boom Work in excess of 12 per day M-F shall be paid at double time.	EN-324-RC	10/28/2015	\$57.00	\$74.21	\$91.41	X	X	H	H	D	D	D	Y
	Regular engineer, hydro-excavator, remote controlled concrete breaker Work in excess of 12 per day M-F shall be paid at double time.	EN-324-RE	10/28/2015	\$56.03	\$72.75	\$89.47	X	X	H	H	D	D	D	Y

Apprentice Rates:

0-999 hours	\$45.00	\$56.71	\$68.41
1,000-1,999 hours	\$46.67	\$59.22	\$71.75
2,000-2,999 hours	\$48.78	\$62.38	\$75.97
3,000-3,999 hours	\$50.02	\$64.24	\$78.45
4,000-4,999 hours	\$51.69	\$66.75	\$81.79
5,000-5,999 hours	\$53.36	\$69.24	\$85.13

Official Request #: 1431

Requestor: Troy School District

Project Description: Roofing Bemis, Costello, Hill & Wass Elementary

Project Number: BID 9817 – TSD-2016 Roof Program

County: Oakland

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Official 2015 Prevailing Wage Rates for State Funded Projects

Issue Date: 12/17/2015

Contract must be awarded by: 3/16/2016

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Classification		Last Updated	Straight Hourly	Time and Half	a Double Time	Overtime Provision
Name	Description					

Operating Engineer - DIVER

Diver/Wet Tender/Tender/Rov Pilot/Rov Tender	GLF D	4/2/2014	\$52.80	\$79.20	\$105.60	H H H H H H H D N
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Operating Engineer - Marine Construction

Diver/Wet Tender, Engineer (hydraulic dredge)	GLF-1	2/12/2014	\$65.00	\$84.85	\$104.70	X X H H H H H D Y
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Make up day allowed

Subdivision of county all Great Lakes, islands therein, & connecting & tributary waters

Crane/Backhoe Operator, 70 ton or over Tug Operator, Mechanic/Welder, Assistant Engineer (hydraulic dredge), Leverman (hydraulic dredge), Diver Tender	GLF-2	2/12/2014	\$63.50	\$82.60	\$101.70	X X H H H H H D Y
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Holiday pay = \$120.80 per hour, wages &

Make up day allowed

Subdivision of county All Great Lakes, islands therein, & connecting & tributary waters

Friction, Lattice Boom or Crane License Certification	GLF-2B	2/12/2014	\$64.50	\$84.10	\$103.70	X X H H H H H D Y
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Holiday pay = \$123.30

Make up day allowed

Subdivision of county All Great Lakes, islands, therein, & connecting & tributary waters

Deck Equipment Operator, Machineryman, Maintenance of Crane (over 50 ton capacity) or Backhoe (115,000 lbs or more), Tug/Launch Operator, Loader, Dozer on Barge, Deck Machinery	GLF-3	2/12/2014	\$59.30	\$76.30	\$93.30	X X H H H H H D Y
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Holiday pay = \$110.30 per hour, wages &

Make up day allowed

Subdivision of county All Great Lakes, islands therein, & connecting & tributary waters

Official Request #: 1431

Requestor: Troy School District

Project Description: Roofing Bernis, Costello, Hill & Wass Elementary

Project Number: BID 9817 – TSD-2016 Roof Program

County: Statewide

Official Rate Schedule

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Official 2015 Prevailing Wage Rates for State Funded Projects

Issue Date: 12/17/2015

Contract must be awarded by: 3/16/2016

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Classification		Last Updated	Straight Time and Hourly	Time and Half	a Double Time	Overtime Provision									
Name	Description														
=====															
Deck Equipment Operator, (Machineryman/Fireman), (4 equipment units or more), Off Road Trucks, Deck Hand, Tug Engineer, & Crane Maintenance 50 ton capacity and under or Backhoe 115,000 lbs or less, Assistant Tug Operator		GLF-4	2/12/2014	\$53.60	\$67.75	\$81.90	X	X	H	H	H	H	D	Y	
Holiday pay = \$96.05 per hour, wages & fringes															
Make up day allowed															
Subdivision of county		All Great Lakes, islands therein, & connecting & tributary waters													
Operating Engineer Steel Work															
Forklift, 1 Drum Hoist		EN-324-ef	10/26/2015	\$58.91	\$77.25	\$95.58	H	H	D	H	H	H	D	D	Y
Make up day allowed comment															
4 10s allowed M-Th with Friday makeup day because of bad weather															
Crane w/ 120' boom or longer		EN-324-SW120	10/26/2015	\$61.61	\$81.30	\$100.98	H	H	D	H	H	H	D	D	Y
Make up day allowed comment															
4 10s allowed M-Th with Friday makeup day because of bad weather															
Crane w/ 120' boom or longer w/ Oiler		EN-324-SW120-O	10/26/2015	\$62.61	\$82.80	\$102.98	H	H	D	H	H	H	D		
Make up day allowed comment															
4 10s allowed M-Th with Friday makeup day because of bad weather															
Crane w/ 140' boom or longer		EN-324-SW140	10/26/2015	\$62.79	\$83.07	\$103.34	H	H	D	H	H	H	D	D	Y
Make up day allowed comment															
4 10s allowed M-Th with Friday makeup day because of bad weather															
Crane w/ 140' boom or longer W/ Oiler		EN-324-SW140-O	10/26/2015	\$63.79	\$84.57	\$105.34	H	H	D	H	H	H	D		
Make up day allowed comment															
4 10s allowed M-Th with Friday makeup day because of bad weather															
Boom & Jib 220' or longer		EN-324-SW220	10/26/2015	\$63.06	\$83.47	\$103.88	H	H	D	H	H	H	D	D	Y
Make up day allowed comment															
4 10s allowed M-Th with Friday makeup day because of bad weather															
Crane w/ 220' boom or longer w/ Oiler		EN-324-SW220-O	10/26/2015	\$64.06	\$84.97	\$105.88	H	H	D	H	H	H	D		
Make up day allowed comment															
4 10s allowed M-Th with Friday makeup day because of bad weather															

Official Request #: 1431

Requestor: Troy School District

Project Description: Roofing Bemis, Costello, Hill & Wass Elementary

Project Number: BID 9817 – TSD-2016 Roof Program

County: Oakland

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Official 2015 Prevailing Wage Rates for State Funded Projects

Issue Date: 12/17/2015

Contract must be awarded by: 3/16/2016

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Classification		Last Updated	Straight Time and a Double	Overtime
Name	Description	Hourly	Half	Time Provision
=====				
Boom & Jib 300' or longer	EN-324-SW300	10/26/2015	\$64.56	\$85.72 \$106.88 H H D H H D D Y
<i>Make up day allowed comment</i>				
4 10s allowed M-Th with Friday makeup day because of bad weather				
Crane w/ 300' boom or longer w/ Oiler	EN-324-SW300-O	10/26/2015	\$65.56	\$87.22\$108.88 H H D H H H D
D	Y			
<i>Make up day allowed comment</i>				
4 10s allowed M-Th with Friday makeup day because of bad weather				
Boom & Jib 400' or longer	EN-324-SW400	10/26/2015	\$66.06	\$87.97 \$109.88 H H D H H H D D Y
<i>Make up day allowed comment</i>				
4 10s allowed M-Th with Friday makeup day because of bad weather				
Crane w/ 400' boom or longer w/ Oiler	EN-324-SW400-O	10/26/2015	\$67.06	\$89.47\$111.88 H H D H H H D
D	Y			
<i>Make up day allowed comment</i>				
4 10s allowed M-Th with Friday makeup day because of bad weather				
Crane Operator, Job Mechanic, 3 Drum Hoist & Excavator	EN-324-SWCO	10/26/2015	\$61.25	\$80.76 \$100.26 H H D H H H D D Y
<i>Make up day allowed comment</i>				
4 10s allowed M-Th with Friday makeup day because of bad weather				
Apprentice Rates:				
0-999 hours			\$48.54	\$62.19 \$75.84
1,000-1,999 hours			\$50.50	\$65.13 \$79.76
2,000-2,999 hours			\$52.45	\$68.06 \$83.66
3,000-3,999 hours			\$54.39	\$70.96 \$87.54
4,000-4,999 hours			\$56.35	\$73.91 \$91.46
5,000 hours			\$58.29	\$76.82 \$95.34
Crane Operator w/ Oiler	EN-324-SWCO-O	10/26/2015	\$62.25	\$82.26\$102.26 H H D H H H D
D	Y			
<i>Make up day allowed comment</i>				
4 10s allowed M-Th with Friday makeup day because of bad weather				
Compressor or Welder Operator	EN-324-SWCW	10/26/2015	\$53.80	\$69.58 \$85.36 H H D H H H D D Y
<i>Make up day allowed comment</i>				
4 10s allowed M-Th with Friday makeup day because of bad weather				

Official Request #: 1431

Requestor: Troy School District

Project Description: Roofing Bemis, Costello, Hill & Wass Elementary

Project Number: BID 9817 – TSD-2016 Roof Program

County: Oakland

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Official 2015 Prevailing Wage Rates for State Funded Projects

Issue Date: 12/17/2015

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Classification									
Name	Description		Last Updated	Straight Hourly	Time and Half	a Double Time	Overtime Provision		
=====									
Hoisting Operator, 2 Drum Hoist, & Rubber Tire Backhoe	EN-324-SWHO	10/26/2015		\$60.61	\$79.80	\$98.98	H H D H H H D D Y		
<i>Make up day allowed comment</i>									
4 10s allowed M-Th with Friday makeup day because of bad weather									
Oiler	EN-324-SWO	10/26/2015		\$52.39	\$67.47	\$82.54	H H D H H H D D Y		
<i>Make up day allowed comment</i>									
4 10s allowed M-Th with Friday makeup day because of bad weather									
Tower Crane & Derrick where work is 50' or D	EN-324-SWTD50 Y		10/26/2015	\$62.34	\$82.39	\$102.44	H H D H H H D		
more above first level									
<i>Make up day allowed comment</i>									
4 10s allowed M-Th with Friday makeup day because of bad weather									
Tower Crane & Derrick 50' or more w/ Oiler D	EN-324-SWTD50-O Y		10/26/2015	\$63.34	\$83.89	\$104.44	H H D H H H D		
where work station is 50' or more above first									
<i>Make up day allowed comment</i>									
4 10s allowed M-Th with Friday makeup day because of bad weather									

Operating Engineer Underground

Class I Equipment EN-324A1-UC1 11/13/2015 \$53.14 \$68.73 \$84.32 H H H H H H H D Y

Apprentice Rates:

0-999 hours	\$42.99	\$53.91	\$64.82
1,000-1,999 hours	\$44.54	\$56.24	\$67.92
2,000-2,999 hours	\$46.10	\$58.58	\$71.04
3,000-3,999 hours	\$47.66	\$60.91	\$74.16
4,000-4,999 hours	\$49.22	\$63.25	\$77.28
5,000-5,999 hours	\$50.77	\$65.57	\$80.38

Class II Equipment EN-324A1-UC2 11/13/2015 \$48.41 \$61.64 \$74.86 H H H H H H H D Y

Class III Equipment EN-324A1-UC3 11/13/2015 \$47.68 \$60.54 \$73.40 H H H H H H H D Y

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County: Oakland

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Official 2015 Prevailing Wage Rates for State Funded Projects

Issue Date: 12/17/2015

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Classification		Last Updated	Straight Hourly	Time and Half	a Double Time	Overtime Provision
Name	Description					
Class IV Equipment	EN-324A1-UC4	11/13/2015	\$47.11	\$59.69	\$72.26	H H H H H H H D Y
Master Mechanic Y	EN-324A1-UMM	11/13/2015	\$53.39	\$69.56	\$85.73	H H H H H H H D

Painter

Painter (8 hours of repaint work performed on Sunday shall be paid time & one half rate) PT-22-P 10/28/2015 \$43.57 \$56.60 \$69.63 H H D H D D D D Y

Four 10s allowed Monday-Thursday with Friday makeup day if job down due to weather, holiday or other conditions beyond the control of the employer.

Make up day allowed comment

Fridays for bad weather or holidays

Apprentice Rates:

First 6 months	\$30.54	\$37.05	\$43.57
Second 6 months	\$34.45	\$42.92	\$51.39
Third 6 months	\$35.75	\$44.87	\$53.99
Fourth 6 months	\$37.06	\$46.83	\$56.61
Fifth 6 months	\$38.36	\$48.79	\$59.21
Final 6 months	\$39.66	\$50.73	\$61.81

Pipe and Manhole Rehab

General Laborer for rehab work or normal cleaning and cctv work-top man, scaffold man, CCTV assistant, jetter-vac assistant TM247 4/17/2015 \$28.20 \$38.20 H H H H H H H H N

Tap cutter/CCTV Tech/Grout Equipment Operator: unit driver and operator of CCTV; grouting equipment and tap cutting equipment TM247-2 4/17/2015 \$32.70 \$44.95 H H H H H H H H N

Official Request #: 1431

Requestor: Troy School District

Project Description: Roofing Bemis, Costello, Hill & Wass Elementary

Project Number: BID 9817 – TSD-2016 Roof Program

County: Statewide

Official Rate Schedule

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Official 2015 Prevailing Wage Rates for State Funded Projects

Issue Date: 12/17/2015

Contract must be awarded by: 3/16/2016

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Classification		Last Updated	Straight Hourly	Time and Half	a Double Time	Overtime Provision
Name	Description					
CCTV Technician/Combo Unit Operator: unit driver and operator of cctv unit or combo unit in connection with normal cleaning and televising work	TM247-3	4/17/2015	\$31.45	\$43.07		H H H H H H H N
Boiler Operator: unit driver and operator of steam/water heater units and all ancillary equipment associated	TM247-4	4/17/2015	\$33.20	\$45.70		H H H H H H H N
Combo Unit driver & Jetter-Vac Operator	TM247-5	4/17/2015	\$33.20	\$45.70		H H H H H H H N
Pipe Bursting & Slip-lining Equipment Operator	TM247-6	4/17/2015	\$34.20	\$47.20		H H H H H H H N

Pipefitter

Pipefitter	PF-636	10/19/2015	\$67.83	\$89.03	\$106.23	H H D H D D D Y
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comment

Four 10s allowed during the week preceding, following and/or the week of a holiday.

Apprentice Rates:

1st & 2nd periods	\$26.93	\$35.28	\$42.28
3rd period	\$28.93	\$38.28	\$46.28
4th period	\$30.18	\$40.16	\$48.78
5th period	\$31.43	\$42.03	\$51.28
6th period	\$32.68	\$43.90	\$53.78
7th period	\$33.93	\$45.78	\$56.28
8th period	\$34.93	\$47.28	\$58.28
9th period	\$35.93	\$48.78	\$60.28
10th period	\$37.36	\$50.92	\$63.14

Official Request #: 1431

Requestor: Troy School District

Project Description: Roofing Bemis, Costello, Hill & Wass Elementary

Project Number: BID 9817 – TSD-2016 Roof Program

County: Oakland

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Official 2015 Prevailing Wage Rates for State Funded Projects

Issue Date: 12/17/2015

Contract must be awarded by: 3/16/2016

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<u>Classification</u>		Last Updated	Straight Hourly	Time and Half	a Double Time	Overtime Provision								
Name	Description					Provision								
=====														
Plasterer														
Plasterer		BR1P	11/1/2012	\$45.04	\$67.56	\$90.08	H	H	H	H	H	H	D	N
<i>Make up day allowed comment</i>														
Saturday														
Apprentice Rates:														
1st 6 months				\$32.11	\$48.17	\$64.22								
2nd 6 months				\$33.40	\$50.10	\$66.80								
3rd 6 months				\$34.69	\$52.04	\$69.38								
4th 6 months				\$37.28	\$55.92	\$74.56								
5th 6 months				\$39.87	\$59.81	\$79.74								
6th 6 months				\$42.45	\$63.68	\$84.90								
Plasterer		PL67	9/8/2010	\$44.72	\$60.11	\$75.50	H	H	H	X	D	D	D	N
Apprentice Rates:														
1st 6 months				\$29.33	\$37.02	\$44.72								
2nd 6 months				\$30.87	\$39.34	\$47.80								
3rd 6 months				\$32.41	\$41.64	\$50.88								
4th 6 months				\$35.49	\$46.26	\$57.04								
5th 6 months				\$38.56	\$51.16	\$63.76								
6th 6 months				\$41.64	\$55.49	\$69.34								

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Requestor: Troy School District

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Official 2015 Prevailing Wage Rates for State Funded Projects

Issue Date: 12/17/2015

Contract must be awarded by: 3/16/2016

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Classification		Last Updated	Straight Time and Hourly	a Double Time	Overtime Provision
Name	Description				

Plumber

Plumber PL-98 7/18/2013 \$64.45 \$84.87 \$101.29 H H D H D D D D Y

comment

4 tens allowed M-Th or T-F; OT of time and one half required on 11th & 12th hour of any ten hour days

Apprentice Rates:

Period 1	\$19.93	\$26.43	\$32.93
Period 2	\$23.90	\$31.40	\$38.90
Period 3	\$30.60	\$39.19	\$47.77
Period 4	\$31.23	\$40.13	\$49.03
Period 5	\$32.39	\$41.87	\$51.35
Period 6	\$33.54	\$43.59	\$53.65
Period 7	\$34.69	\$45.32	\$55.95
Period 8	\$35.86	\$47.07	\$58.29
Period 9	\$37.01	\$48.80	\$60.59
Period 10	\$38.16	\$50.53	\$62.89

Roofer

Commercial Roofer RO-149-WOM 8/18/2008 \$48.46 \$62.29 \$76.62 H H D H H H D D N

Straight time is not to exceed ten (10) hours per day or forty (40) hours per week.

Make up day allowed

Apprentice Rates:

Apprentice 1	\$32.62	\$39.86	\$48.04
Apprentice 2	\$36.80	\$44.80	\$53.30
Apprentice 3	\$38.22	\$46.93	\$56.14
Apprentice 4	\$39.25	\$48.48	\$58.20
Apprentice 5	\$40.47	\$50.30	\$60.64
Apprentice 6	\$41.87	\$52.40	\$63.44

Sewer Relining

Class I-Operator of audio visual CCTV system SR-I 11/24/2015 \$43.66 \$59.01 \$74.36 H H H H H H D N

including remote in-ground cutter and other equipment used in conjunction with CCTV

Official Request #: 1431

Requestor: Troy School District

Project Description: Roofing Bemis, Costello, Hill & Wass Elementary

Project Number: BID 9817 – TSD-2016 Roof Program

County: Statewide

Official Rate Schedule

Every contractor and subcontractor shall keep posted on the construction site, in a conspicuous place, a copy of all prevailing wage and fringe benefit rates prescribed in a contract.

Official 2015 Prevailing Wage Rates for State Funded Projects

Issue Date: 12/17/2015

Contract must be awarded by: 3/16/2016

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<u>Classification</u>		Last Updated	Straight Hourly	Time and Half	a Double Time	Overtime Provision											
Name	Description																
=====																	
Class II-Operator of hot water heaters and circulation system; water jetters; and vacuum and mechanical debris removal systems and those assisting.	SR-II	11/24/2015	\$42.13	\$56.72	\$71.30	H	H	H	H	H	H	H	H	D	N		

Sheet Metal Worker

Sheet Metal Worker A 4 10 schedule may be worked, 4 consecutive days Monday thru Friday.	SHM-80	11/13/2015	\$63.15	\$80.53	\$97.90	H	H	D	X	H	H	D Y
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Apprentice Rates:

1st & 2nd Periods Indentured after 6-1-11	\$39.99	\$47.82	\$55.63
3rd & 4th Periods Indentured after 6-1-11	\$41.73	\$50.42	\$59.11
5th & 6th Periods Indentured after 6-1-11	\$43.46	\$53.02	\$62.57
7th & 8th Periods Indentured after 6-1-11	\$45.21	\$55.64	\$66.07

Siding and decking <i>Make up day allowed</i>	SHM-80-SD	1/13/2014	\$42.07	\$54.28	\$66.48	H	H	H	H	H	H	D Y
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Official Request #: 1431

Requestor: Troy School District

Project Description: Roofing Bemis, Costello, Hill & Wass Elementary

Project Number: BID 9817 – TSD-2016 Roof Program

County: Oakland

Official Rate Schedule

Every contractor and subcontractor shall keep posted on the construction site, in a conspicuous place, a copy of all prevailing wage and fringe benefit rates prescribed in a contract.

Official 2015 Prevailing Wage Rates for State Funded Projects

Issue Date: 12/17/2015

Contract must be awarded by: 3/16/2016

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<u>Classification</u>		Last Updated	Straight Hourly	Time and Half	a Double Time	Overtime Provision					
Name	Description										
=====											
Sprinkler Fitter											
Sprinkler Fitter		SP 704	12/11/2015	\$65.82	\$87.20	\$108.58 H H D H D D D D Y					
4 ten hour days allowed Monday-Friday											
Double time pay due after 12 hours worked M-F											

Apprentice Rates:

1st Period	\$40.16	\$48.71	\$57.26
2nd Period	\$42.30	\$51.92	\$61.54
3rd Period	\$44.44	\$55.13	\$65.82
4th Period	\$46.58	\$58.34	\$70.10
5th Period	\$48.72	\$61.55	\$74.38
6th Period	\$50.85	\$64.74	\$78.64
7th Period	\$52.99	\$67.96	\$82.92
8th Period	\$55.13	\$71.16	\$87.20
9th Period	\$57.27	\$74.38	\$91.48
10th Period	\$59.41	\$77.58	\$95.76

Terrazzo

Terrazzo Finisher	BR1-TRF	10/17/2014	\$43.97	\$55.03	\$66.08	H	H	D	H	D	D	D	D	Y
A 4 ten workweek may be worked Monday thru Thursday or Tuesday thru Friday.														

Apprentice Rates:

Level 1	\$19.04	\$25.12	\$31.20
Level 2	\$20.24	\$26.92	\$33.60
Level 3	\$27.01	\$33.96	\$40.90
Level 4	\$28.47	\$36.14	\$43.82
Level 5	\$29.99	\$37.84	\$45.70
Level 6	\$31.61	\$39.86	\$48.10
Level 7	\$33.30	\$41.59	\$49.87
Level 8	\$34.79	\$43.48	\$52.17

Official Request #: 1431

Requestor: Troy School District

Project Description: Roofing Bemis, Costello, Hill & Wass Elementary

Project Number: BID 9817 – TSD-2016 Roof Program

County: Oakland

Official Rate Schedule

Every contractor and subcontractor shall keep posted on the construction site, in a conspicuous place, a copy of all prevailing wage and fringe benefit rates prescribed in a contract.

Official 2015 Prevailing Wage Rates for State Funded Projects

Issue Date: 12/17/2015

Contract must be awarded by: 3/16/2016

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Classification		Last Updated	Straight Hourly	Time and Half	a Double Time	Overtime Provision
Name	Description					
Terrazzo Worker	BR1-TRW	10/17/2014	\$49.73	\$63.67	\$77.60	H H D H D D D D Y
A 4 ten workweek may be worked Monday thru Thursday or Tuesday thru Friday.						

Apprentice Rates:

Level 1	\$25.14	\$32.65	\$40.15
Level 2	\$28.20	\$36.49	\$44.78
Level 3	\$33.41	\$41.97	\$50.53
Level 4	\$36.15	\$45.66	\$55.17
Level 5	\$38.42	\$48.17	\$57.92
Level 6	\$42.07	\$53.56	\$65.05
Level 7	\$42.74	\$54.38	\$66.02
Level 8	\$43.67	\$55.78	\$67.88

Tile

Tile Finisher	BR1-TF	10/17/2014	\$43.50	\$54.32	\$65.14	H H D H D D D D Y
A 4 ten workweek may be worked Monday thru Thursday or Tuesday thru Friday.						

Apprentice Rates:

Level 1	\$19.04	\$25.12	\$31.20
Level 2	\$20.24	\$26.92	\$33.60
Level 3	\$27.01	\$33.96	\$40.90
Level 4	\$28.47	\$36.14	\$43.82
Level 5	\$29.99	\$37.84	\$45.70
Level 6	\$31.61	\$39.86	\$48.10
Level 7	\$33.30	\$41.59	\$49.87
Level 8	\$34.79	\$43.48	\$52.17

Official Request #: 1431

Requestor: Troy School District

Project Description: Roofing Bemis, Costello, Hill & Wass Elementary

Project Number: BID 9817 – TSD-2016 Roof Program

County: Oakland

Official Rate Schedule

Every contractor and subcontractor shall keep posted on the construction site, in a conspicuous place, a copy of all prevailing wage and fringe benefit rates prescribed in a contract.

Official 2015 Prevailing Wage Rates for State Funded Projects

Issue Date: 12/17/2015

Contract must be awarded by: 3/16/2016

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Classification		Last Updated	Straight Hourly	Time and Half	a Double Time	Overtime Provision
Name	Description					
Tile Layer	BR1-TL	10/17/2014	\$49.68	\$63.59	\$77.50	H H D H D D D D Y
A 4 ten workweek may be worked Monday thru Thursday or Tuesday thru Friday.						

Apprentice Rates:

Level 1	\$25.14	\$32.65	\$40.15
Level 2	\$28.20	\$36.49	\$44.78
Level 3	\$33.41	\$41.97	\$50.53
Level 4	\$36.15	\$45.66	\$55.17
Level 5	\$38.42	\$48.17	\$57.92
Level 6	\$42.07	\$53.56	\$65.05
Level 7	\$42.74	\$54.38	\$66.02
Level 8	\$43.67	\$55.78	\$67.88

Truck Driver

on all trucks of 8 cubic yard capacity or less (except dump trucks of 8 cubic yard capacity or over, tandem axle trucks, transit mix and semis, euclid type equipment, double bottoms and low boys)	TM-RB1	8/8/2013	\$41.92	\$37.85		H H H H H H H H Y
of all trucks of 8 cubic yard capacity or over	TM-RB1A	8/8/2013	\$41.30	\$38.00		H H H H H H H H Y
on euclid type equipment <i>Make up day allowed</i>	TM-RB1B	8/8/2013	\$41.45	\$38.23		H H H H H H H H Y

Official Request #: 1431

Requestor: Troy School District

Project Description: Roofing Bemis, Costello, Hill & Wass Elementary

Project Number: BID 9817 – TSD-2016 Roof Program

County: Oakland

Official Rate Schedule

Every contractor and subcontractor shall keep posted on the construction site, in a conspicuous place, a copy of all prevailing wage and fringe benefit rates prescribed in a contract.

Official 2015 Prevailing Wage Rates for State Funded Projects

Issue Date: 12/17/2015

Contract must be awarded by: 3/16/2016

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Classification		Last Updated	Straight Hourly	Time and Half	a Double Time	Overtime Provision						
Name	Description											

Underground Laborer Open Cut, Class I

Construction Laborer	LAUC-Z1-1	9/5/2013	\$37.72	\$48.43	\$59.14	X	X	X	X	X	X	X	D	Y
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Apprentice Rates:

0-1,000 work hours	\$32.94	\$41.26	\$49.58
1,001-2,000 work hours	\$33.90	\$42.70	\$51.50
2,001-3,000 work hours	\$34.85	\$44.13	\$53.40
3,001-4,000 work hours	\$36.76	\$46.99	\$57.22

Underground Laborer Open Cut, Class II

Mortar and material mixer, concrete form man, signal man, well point man, manhole, headwall and catch basin builder, guard rail builders, headwall, seawall, breakwall, dock builder and fence erector.	LAUC-Z1-2	10/25/2013	\$37.83	\$48.60	\$59.36	X	X	X	X	X	X	X	D	Y
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Apprentice Rates:

0-1,000 work hours	\$33.02	\$41.38	\$49.74
1,001-2,000 work hours	\$33.98	\$42.82	\$51.66
2,001-3,000 work hours	\$34.95	\$44.27	\$53.60
3,001-4,000 work hours	\$36.87	\$47.15	\$57.44

Underground Laborer Open Cut, Class III

Air, gasoline and electric tool operator, vibrator operator, drillers, pump man, tar kettle operator, bracers, rodder, reinforced steel or mesh man (e.g. wire mesh, steel mats, dowel bars, etc.), cement finisher, welder, pipe jacking and boring man, wagon drill and air track operator and concrete saw operator (under 40 h.p.), windlass and tugger man, and directional boring man.	LAUC-Z1-3	9/5/2013	\$37.88	\$48.67	\$59.46	X	X	X	X	X	X	X	D	Y
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Apprentice Rates:

0-1,000 work hours	\$33.06	\$41.44	\$49.82
1,001-2,000 work hours	\$34.02	\$42.88	\$51.74
2,001-3,000 work hours	\$34.99	\$44.33	\$53.68
3,001-4,000 work hours	\$36.92	\$47.23	\$57.54

Official Request #: 1431

Requestor: Troy School District

Project Description: Roofing Bemis, Costello, Hill & Wass Elementary

Project Number: BID 9817 – TSD-2016 Roof Program

County: Oakland

Official Rate Schedule

Every contractor and subcontractor shall keep posted on the construction site, in a conspicuous place, a copy of all prevailing wage and fringe benefit rates prescribed in a contract.

Official 2015 Prevailing Wage Rates for State Funded Projects

Issue Date: 12/17/2015

Contract must be awarded by: 3/16/2016

Page 33 of 34

Classification		Last Updated	Straight Hourly	Time and Half	a Double Time	Overtime Provision
Name	Description					

Underground Laborer Open Cut, Class IV

Trench or excavating grade man.	LAUC-Z1-4	9/5/2013	\$37.96	\$48.79	\$59.62	X X X X X X X D Y
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Apprentice Rates:

0-1,000 work hours	\$33.12	\$41.53	\$49.94
1,001-2,000 work hours	\$34.09	\$42.99	\$51.88
2,001-3,000 work hours	\$35.06	\$44.44	\$53.82
3,001-4,000 work hours	\$36.99	\$47.33	\$57.68

Underground Laborer Open Cut, Class V

Pipe Layer	LAUC-Z1-5	9/5/2013	\$38.02	\$48.88	\$59.74	X X X X X X X D Y
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Apprentice Rates:

0-1,000 work hours	\$33.16	\$41.59	\$50.02
1,001-2,000 work hours	\$34.14	\$43.06	\$51.98
2,001-3,000 work hours	\$35.11	\$44.51	\$53.92
3,001-4,000 work hours	\$37.05	\$47.43	\$57.80

Underground Laborer Open Cut, Class VI

Grouting man, top man assistant, audio visual television operations and all other operations in connection with closed circuit television inspection, pipe cleaning and pipe relining work and the installation and repair of water service pipe and appurtenances.	LAUC-Z1-6	9/5/2013	\$35.47	\$45.06	\$54.64	X X X X X X X D Y
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Apprentice Rates:

0-1,000 work hours	\$31.25	\$38.73	\$46.20
1,001-2,000 work hours	\$32.10	\$40.00	\$47.90
2,001-3,000 work hours	\$32.94	\$41.26	\$49.58
3,001-4,000 work hours	\$34.63	\$43.79	\$52.96

Official Request #: 1431

Requestor: Troy School District

Project Description: Roofing Bemis, Costello, Hill & Wass Elementary

Project Number: BID 9817 – TSD-2016 Roof Program

County: Oakland

Official Rate Schedule

Every contractor and subcontractor shall keep posted on the construction site, in a conspicuous place, a copy of all prevailing wage and fringe benefit rates prescribed in a contract.

Official 2015 Prevailing Wage Rates for State Funded Projects

Issue Date: 12/17/2015

Contract must be awarded by: 3/16/2016

Page 34 of 34

<u>Classification</u>		Last Updated	Straight Hourly	Time and Half	a Double Time	Overtime Provision											
Name	Description																
=====																	
Underground Laborer Open Cut, Class VII																	
	Restoration laborer, seeding, sodding, planting, cutting, mulching and topsoil grading and the restoration of property such as replacing mail boxes, wood chips, planter boxes, flagstones etc.	LAUC-Z1-7	9/5/2013	\$32.09	\$39.99	\$47.88	X	X	X	X	X	X	X	D	Y		

Apprentice Rates:

0-1,000 work hours	\$28.72	\$34.93	\$41.14
1,001-2,000 work hours	\$29.39	\$35.93	\$42.48
2,001-3,000 work hours	\$30.07	\$36.95	\$43.84
3,001-4,000 work hours	\$31.42	\$38.98	\$46.54

Official Request #: 1431
 Requestor: Troy School District
 Project Description: Roofing Bemis, Costello, Hill & Wass Elementary
 Project Number: BID 9817 – TSD-2016 Roof Program
 County: Oakland

Official Rate Schedule

Every contractor and subcontractor shall keep posted on the construction site, in a conspicuous place, a copy of all prevailing wage and fringe benefit rates prescribed in a contract.

SWORN AND NOTARIZED FAMILIAL DISCLOSURE STATEMENT

FAMILIAR DISCLOSURE AFFIDAVIT

The undersigned, the owner or authorized office of the below-named contractor (the 'Contractor'), pursuant to the familial disclosure requirement provided in this proposals, hereby represents and warrants that, excepts as provided below, no familial relationship exists between the owner or key employee of the Contractor, and any member of the Troy School Board or the Troy School Superintendent. A list of the School District's Board of Education Members and its Superintendent may found at <http://www.troy.k12.mi.us>.

List any Familial Relationships:

Contractor:

Print Name of Contractor

By: _____

Its: _____

Subscribed and sworn before me, this _____

Seal:

day of _____, 20 ____, a Notary Public

in and for _____ County, _____

(Signature)
NOTARY PUBLIC

My Commission expires _____

CERTIFICATION OF COMPLIANCE – IRAN ECONOMIC SANCTIONS ACT

Michigan Public Act No. 517 of 2012

The undersigned, the owner, or authorized officer of the below-named Company, pursuant to the compliance certification requirement provided in this proposal, hereby certifies, represents, and warrants that the Company and its officers, directors and employees, is not an "Iran Linked Business" within the meaning of the Iran Economic Sanctions Act, Michigan Public Act No. 517 of 2012 (the "Act"), and that in the event the Company is awarded a contract by Troy School District as a result of the aforementioned proposal, the Company is not and will not become an "Iran Linked Business" at any time during the course of performing any services under the contract.

The Company further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than \$250,000.00 or two (2) times the amount of the contract or proposed contract for which the false certification was made, whichever is greater, the cost of Troy School District's investigation, and reasonable attorney fees, in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to bid on a request for proposal for three (3) years from the date the it is determined that the person has submitted the false certification.

Contractor:

Print Name of Contractor

By: _____

Its: _____

Subscribed and sworn before me, this _____

Seal:

day of _____, 20 _____, a Notary Public

in and for _____ County, _____

(Signature)
NOTARY PUBLIC

My Commission expires _____

UNIT PRICES

In the event changes are made in the plans and specifications the total contract price will be adjusted on the basis of the unit prices for those items as submitted at the WeatherTech Project Website.

A Unit Price is an amount proposed by Bidders and stated on the Bid Form as a price per unit of measurement for materials or services that will be added to or deducted from the Contract Sum by Change Order in the event the estimated quantities of Work required by the Contract documents are increased or decreased.

Unit prices include necessary shipping, materials, labor, permit or licensing fees, overhead, profit, and applicable taxes.

The Owner or Consultant reserve the right to reject the Contractor's measurement of work-in place that involves use of established unit prices, and to have this work measured by an independent surveyor acceptable to the Contractor at the Owner's expense.

Unit prices not listed on the bid form shall conform to the pricing for the region. Owner shall have the option to verify and negotiate any unit pricing requested during the performance of work that was not previously provided on the bid form.

END OF SECTION 00 43 22/ UNIT PRICES

SECTION 00 43 36

LIST OF SUBCONTRACTORS

PART 1 - GENERAL

1.01 SUMMARY

- A. A list of all intended subcontractors must be submitted and approved prior to the issuance of the contract, reference ***Instructions to Bidders***.
- B. Submittals: Contractor shall submit ***List of Subcontractors Form*** (see FORM below) shall be submitted online at www.wtcg.net.

PART 2 - MATERIALS - NOT USED

PART 3 – EXECUTION – NOT USED

END OF SECTION 00 43 36/ LIST OF SUBCONTRACTORS

LIST OF SUBCONTRACTORS

This form must be submitted online and received and approved before a contract can be issued.

To: Troy School District

Date: _____

Project: Troy School District Building/Facility #. _____

Street Address

City, State and Zip

Gentlemen:

The subcontractors we propose to use are as follows:

1. Plumbing _____
2. Electrical _____
3. Heating, Ventilating, Air Conditioning (HVAC) _____

4. Deck Repairs _____
5. Sheet Metal _____
6. Asbestos Removal _____
7. Existing Roof System Removal _____
8. Others: Description _____

Roofing Contractor

Date

SECTION 00 50 00

CONSTRUCTION CONTRACT

PART 1 – GENERAL

1.01 SUMMARY

- A. This section contains sample contracts used by TSD when contracting roofing work:
 - 1. Contracts UNDER \$250,000.00 will be generated using TSD's version of the American Institute of Architects of AIA Document A105 Standard Form of Agreements between Owner and Contractor for a Small Project where basis of payment is a Stipulated Sum.
 - 2. Contracts OVER \$250,000.00 will be generated using TSD's version of the American Institute of Architects of AIA Document A101 Standard Form of Agreements between Owner and Contractor where basis of payment is a Stipulated Sum - SEE ATTACHMENT.
- B. All required contractor's submittals must be provided and approved prior to the issuance of any contract.
- C. Do not start any work or order materials until contractor has received a signed contract from TSD to start work.

PART 2 - MATERIALS - NOT USED

PART 3 – EXECUTION – NOT USED

END OF SECTION



AIA[®] Document A101[™] – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the _____ day of _____
in the year _____
(In words, indicate day, month and year.)

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

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

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

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

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

AIA Document A201[™]–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

The Owner and Contractor agree as follows.

Init.

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TABLE OF ARTICLES

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

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.
(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

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

Init.

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§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than () days from the date of commencement, or as follows:
(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Portion of Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

ARTICLE 4 CONTRACT SUM

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

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 4.3 Unit prices, if any:
(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
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§ 4.4 Allowances included in the Contract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
------	-------

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the _____ day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the _____ day of the _____ month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than (_____) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

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

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

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of _____ percent (_____%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of _____ percent (_____%);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007.

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

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

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

§ 5.2 Final Payment

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

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

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

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

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

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

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

- ☐ Arbitration pursuant to Section 15.4 of AIA Document A201-2007
- ☐ Litigation in a court of competent jurisdiction
- ☐ Other: *(Specify)*

Init.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

§ 8.3 The Owner's representative:
(Name, address and other information)

§ 8.4 The Contractor's representative:
(Name, address and other information)

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

§ 8.6 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

Init.

§ 9.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Date	Pages
---------	-------	------	-------

§ 9.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
--------	-------	------

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
--------	------	-------

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

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- 1 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:
- 2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)

Type of Insurance or Bond

Limit of Liability or Bond Amount (\$0.00)

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

OWNER (Signature)

CONTRACTOR (Signature)

(Printed name and title)

(Printed name and title)

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

Init.

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DRAFT AIA® Document A201™ - 2007

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

THE OWNER:

(Name and address)

THE ARCHITECT:

(Name and address)

TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 OWNER
- 3 CONTRACTOR
- 4 ARCHITECT
- 5 SUBCONTRACTORS
- 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
- 7 CHANGES IN THE WORK
- 8 TIME
- 9 PAYMENTS AND COMPLETION
- 10 PROTECTION OF PERSONS AND PROPERTY
- 11 INSURANCE AND BONDS
- 12 UNCOVERING AND CORRECTION OF WORK
- 13 MISCELLANEOUS PROVISIONS
- 14 TERMINATION OR SUSPENSION OF THE CONTRACT
- 15 CLAIMS AND DISPUTES

ADDITIONS AND DELETIONS:

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

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

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2.3, 2.4, 3.3.1, 3.9, 3.12.9, 3.12.10, 5.2.1, 8.2.2, 9.7,
9.10, 10.2.2, 10.3, 11.1.3, 11.4.6, 12.2.2, 12.2.4, **13.3**,
14, 15.4.1

Written Orders

1.1.1, 2.3, 3.9, 7, 8.2.2, 11.4.9, 12.1, 12.2, 13.5.2,
14.3.1, 15.1.2



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.

§ 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 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 which 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.

§ 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.

§ 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.

§ 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 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;
- .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 Owner 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.

§ 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 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 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.

§ 15.3 MEDIATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.

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

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

§ 15.4 ARBITRATION

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The

party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

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

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

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 CONSOLIDATION OR JOINDER

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

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

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

**SECTION 00 73 00
SUPPLEMENTAL CONDITIONS**

PART 1 – GENERAL

1.01 FACILITY RULES GOVERNING CONTRACTOR EMPLOYEES

- A. Motor vehicles will be permitted at the designated areas to load or unload materials, equipment, tools, trash, etc. All motor vehicles while on Owner's and adjacent property shall be driven slowly with extreme caution obeying all posted traffic signs.
- B. Contractor has the responsibility to protect all his personal property, materials, equipment, etc. from theft.
- C. Contractors shall not leave materials, tools, etc. lying in an unsafe manner while working on the Owner's property. Do not store tools or materials that block an exit or path to exit.
- D. Do not in any way block, hinder, or obstruct fire escape and/or other emergency egress routes of the structures (interior and exterior). Comply with regulations and requirements of local fire prevention codes.
- E. Provide barricades and warning signs at all operations of the Work which are deemed hazardous by the Consultant to the movement of both Contractor's/Owner's personnel and pedestrians/passersby.
- F. Maintain good housekeeping. Do not allow accumulation of rubbish or scrap materials. Remove rubbish and scrap daily.
- G. No gambling, drugs, weapons or alcoholic beverages will be permitted on the site at any time. No individual under the influence of drugs or alcohol will be permitted on site.
- H. Contact Owner or Consultant prior to placing or using any rigging, hoists, cranes, temporary stairs, towers, etc.
- I. Provide the Owner with sufficient advance notice when planning to work outside of normal hours so that Owner's consultant, personnel, security forces, and other interested parties may be advised.
- J. Live loads on the roof during the Work shall not exceed the designed live load at anytime. If there is any question or concern about the structural integrity of the roof deck or other component related to the Work the contractor shall immediately stop work and have a structural engineer evaluate the conditions prior to proceeding. Notify both the Owner and Consultant immediately of the condition.

- K. Provide barricades and warning signs at outside excavations or at holes cut through walls, floors, or roofs in buildings, also as required about any working, lifting, or staging areas.
- L. Smoking is permitted in authorized areas only. Smoking is not permitted on the finished roof membrane.
- M. Contractor is required to provide generators and all other sources of power, water, etc.
- N. All emergency egress from the facility must be kept clear at all times.

1.02 SCAFFOLDING, LADDERS and RUNWAYS

- A. The Contractor shall provide all necessary scaffolding, ladders and runways as required by current legislation/codes (national, state, city) and maintain them properly for the safe use of his employees and protection of tenants/public.

1.03 PROTECTION OF WORK AND BUILDING

- A. The Contractor shall be responsible for the protection of the building interior and its contents from moisture, debris, and/or fume/odor penetration during all phases/operations of the Work.
- B. Contractor shall also be responsible for the protection of Owner's merchandise, furnishings and equipment by covering all items that may be affected during the Work with suitable protection such as but not limited to plastic tarp or other protection as specified in other sections of the contract documents.
- C. Provide protection of merchandise, equipment and personnel during operations creating dust/debris from roof tear-off and new roof installation, etc.

PART 2 - SCOPE AND CONTROL OF THE WORK

2.01 VERIFICATION OF EXISTING CONDITIONS

- A. Before submitting their Bid, the Contractor will visit the project site and verify conditions, locations and dimensions of all existing equipment, structures and site conditions that pertain to this installation.

- B. The Details shown and the information provided are not represented or guaranteed by Owner or Consultant as being accurate as to the actual "as built" and present conditions. Bidding Contractor will verify all conditions at the site and perform all Work to complete the project under this Contract, regardless of the variations that may be found, without additional cost.
- C. Bidders visiting the site for estimating purposes while site is occupied will abide by Owner's rules and regulations. Any and all job site conditions will be determined by Owner and/or its Consultant.
- D. Failure to examine the project buildings and the sites and to become familiar with the existing conditions will not constitute cause for complaint or claim for extra payment or change order. Contractor agrees to accept project sites as they exist.

2.02 MEETINGS

- A. Pre-Construction Conference:
 - 1. Prior to installation of the roofing system, representatives of the following entities will meet at each project site:
 - a. Owner
 - b. Consultant
 - c. Roofing Contractor
 - d. All Subcontractors
 - e. Material Manufacturer
 - f. Representatives of other entities directly concerned with installation or performance of the roofing system.
 - 2. Attendees will review all pertinent Details and Specification, noting any potential problems and making any changes, deletions or additions as deemed necessary. Included in the discussion will be the following:
 - a. Nature and availability of roofing materials, guarantee and submittal requirements
 - b. Scheduling
 - c. Forecast weather conditions
 - d. Regulatory requirements
 - e. Protection of building, building components and completed roofing system
 - f. Proposed installation procedures and any additional items related to the total roofing system.
 - 3. Attendees will tour roofing areas and discuss existing construction and general condition including roof slope, flashing details, drain locations and material compatibility.
 - 4. Discussions will be documented by the Consultant, including agreement or disagreement on matters of significance.

5. If the meeting ends with substantial disagreements, it will be determined how disagreements will be resolved and a date will be set for a reconvened meeting at the Owner's direction.
 6. A copy of the recorded discussion will be furnished to all attendees.
- B. Final Inspection:
1. Upon notification by the contractor that the work is complete, the Consultant will conduct a final inspection to review all Work to have been completed under the Contract Documents.
 2. Contractor shall accompany Consultant on the final inspection and shall have workers and materials available to complete any remedial work items identified during the inspection, weather permitting.
 3. If remaining remedial work items cannot be completed at the time of the final inspection the Contractor will address and complete all remaining work items within five (5) working days
 4. Upon final completion of all work items contractor shall forward written notification to the Consultant that the project is finally complete and ready for close-out.

2.03 DRAWINGS AND SPECIFICATIONS

- A. The Contractor will keep a complete and up to date copy of the project record documents at the job site, including, but not limited to; drawings and specifications, addenda, submittals, change orders, shop drawings, etc. The Consultant/Observer will have access to the site copy of documents at all times.
- B. The Drawings, Specification and other Contract Documents are intended to be complementary and cooperative and to describe and provide for a complete project. Anything contained in the Specifications but not shown on the Drawings, or shown on the Drawings and not enumerated in the Specifications, will be construed to be as though shown or referenced in both documents.
- C. Upon discovering any error or omission in the Drawings or Specifications, the contractor shall immediately bring the item to the attention of the Consultant.
- D. The division of the Drawings into separate depictions, views, sections or sheets and the division of the Specifications into paragraphs, divisions and sections are for the ease of reference only and does not imply a division of the work between trades or subcontractors or priority of work.

- E. Titles or names given to, or accompanying, the various divisions, sections and paragraphs of the specifications are provided for the reader's convenience and/or ease of reference only and are not intended to limit or restrict by inference the content of the accompanying division, section, or paragraph.
- F. No prime Contractor, whose Bid is accepted, will substitute any person as a subcontractor in place of the subcontractor listed in the original Bid other than for cause, and when justified without the prior written authorization from the consultant and/or the Owner.
- G. Where a specialty Contractor's license is required by local code or regulation, or is specifically required by the specifications in order to meet a particular performance or technical requirement that is part of the Work, the work may be undertaken by the Contractor using their own forces if the contractor holds the proper license(s) or certifications required. Otherwise, Contractor shall retain a properly licensed or certified subcontractor to perform that portion of the Work.

2.04 CONTRACTOR'S PERFORMANCE OF WORK

- A. The Contractor will perform all Work necessary to complete the Contract in a manner that is consistent with the highest standards of the trade or industry.
- B. Unless otherwise stipulated in the specifications or contract agreement with the Owner, the Contractor shall directly furnish or provide all materials, equipment, tools, labor and incidentals necessary to complete the Work.
- C. Workmanship
 - 1. All Work under the Contract will be performed in accordance with the highest standards prevailing in each trade or as otherwise specified within the Contract Documents. When more than one standard or performance criteria is given for a particular work item, the more stringent standard or criteria shall apply.
 - 2. Unless otherwise specified, it is the intent of these specifications that completion of the Work shall result in a complete facility ready for the Owner's intended use.
 - 3. If inclement weather is anticipated during the Work period the Contractor shall take all precautions necessary to insure that all materials, previously installed roofing, building components not intended to be exposed to the weather, building interiors, furnishings, products/materials and equipment are protected from water intrusion, moisture damage or contamination.

4. Costs related to property damage caused by moisture contamination related to the contractor's roofing operations will be the sole financial responsibility of the Contractor.
5. The Contractor will be currently approved and/or licensed by the manufacturer of the roofing materials to be used.
6. The Contractor will use only skilled tradesmen completely familiar with the products and the manufacturer's current recommended methods of installation.
7. Except as modified and supplemented herein, Contractor will follow the published requirements and written recommendations of the manufacturer of the roofing system and other materials manufacturers related to the Work.
8. Where no other guidance or specification is given regarding the performance of the roofing work to be completed, the standards and methods promulgated by the latest edition of the National Roofing Contractor Association's *Roofing and Waterproofing Manual* shall provide the minimum requirements for the roofing work and the latest edition of the Sheet Metal and Air Conditioning Contractor National Association *Architectural Sheet Metal Manual* shall provide the minimum requirements for the roof related sheet metal work performed. All roofing and sheet metal work shall be performed in accordance with Factory Mutual Global (FMG) 1-60 wind uplift requirements and the applicable requirements stipulated for 1-60 wind uplift in FMG *Loss Prevention Data Sheets* 1-28 (roof deck), 1-29 (above roof deck components) and 1-49 (flashing and trim).
9. If, in the opinion of the Contractor, any Work is indicated on drawings or specified in such a manner that cannot be reproduced on the roof being worked on, or should discrepancies or conflicts arise from one drawing to another, between sections of the specifications, or between the Drawings and the Specifications regarding a particular work item, the Contractor will notify the Consultant and/or the Owner before proceeding that portion of the work.
10. The Contractor will furnish and maintain in good condition, all equipment and facilities as required for the proper execution and inspection of the Work. Such equipment and facilities will meet all requirements of the applicable ordinances and laws.

C. Contractor's Authorized Representative

1. Before starting the Work, the Contractor will designate, in writing, a representative who will have complete authority to act for the firm. An alternate representative may be designated as well.
2. The representative or alternate will be present at the Work site whenever the Work is in progress or whenever weather conditions necessitate their presence in order to protect the Work, persons, public or private property at the site related to the roof.

3. Any order or communication given to this representative will be deemed delivered to the Contractor.
- D. Contractor's Responsibilities Related to Existing Facilities and Operations
1. Unless otherwise noted in these documents the Owner's existing facilities and/or operations not specifically related to the Work shall be off-limits to all contractor personnel during the course of the project.
 2. The work site will be available to Contractor upon receipt of a written notice to proceed, unless otherwise indicated in this Specification. Care, custody and control of the site Work area, equipment area and material storage area are vested in the Contractor during the term of operations under the Contract.
 3. Means of ingress or egress to the Owner's buildings and operations will not be blocked for any reason nor will the normal operation of the buildings be hampered in any way unless authorization is obtained in advance from the Owner.
 4. Fire protection and immediate access for fire fighting equipment must be maintained at all times.
 5. It is Owner's intention that the existing buildings and normal operations will be maintained in the usual manner in accordance with the normal schedule. The Contractor executing this Contract Work must schedule his/her Work so as to cause the least amount of interfere with the Owner's normal activities at the site. The Contractor will also closely coordinate roofing activities with the Owner when working over interior spaces having critical occupancy requirements.
 6. Work that might interfere with the use of the facilities by Owner will be accomplished at a time approved beforehand by Owner.
 7. Use of Owner's utilities or site resources of any kind will be at the discretion of Owner. At no time will utilities or site resources be wasted.
 8. Water needed for the execution of this Contract will be furnished by Owner from available sources located near the building(s).
 9. Maintaining proper material temperatures shall not require use of the Owner's facilities or storage spaces and shall be the sole responsibility of the the Contractor.
 10. The utility services for the buildings will not be interrupted in any way by the Contractor unless agreed upon by Owner.
 11. Disturbing the building's occupants or the Owner's employees during the course of the work, or work causing disruptive noise that interferes with the normal building occupancy, will not be permitted. Operations creating disruption or noise of this type must be coordinated with, and scheduled in advance with, the Owner through the Consultant.
 12. Radios or other musical devices will not be allowed on any project.

- E. Contractor's Liability and Responsibility
 - 1. Owner and the Consultant connected with the Work shall not be liable for:
 - a. Any losses of, or damages to, the Work or a part thereof
 - b. Any losses of, or damages to, any of the materials or other items used or employed in the performing of the Work
 - c. Injury to or death of any person either workman or the public
 - d. Damage to property from any cause which might have been prevented by the Contractor, or his/her workman or other workmen, or anyone employed by him/her or any subcontractor.
 - 2. The Owner and Consultant shall neither have control over, charge of, nor shall be responsible for, the means, methods, techniques, sequences or procedures used in the performance of the work, or for safety programs in connection with the Work.

2.05 PERMITS AND LICENSES

- A. The Contractor will secure and pay for all permits relating to their Work, including governmental fees and licenses necessary for the proper execution and completion of the Work, which are applicable at the time the Bids are received.
 - 1. All required and approved sign-off permits shall be submitted to Owner as part of the conditions for final payment.
- B. The Bidder to whom award is made must possess a Roofing Contractor's license valid in the state the Work is being performed, as is applicable for the locality of the project.
- C. The Work shall be performed in accordance with all governing codes, ordinances, laws, regulations, safety orders and directives pertaining to construction work of this type, including specific local, county or state regulations or requirements. This includes handling and disposal of any hazardous or potentially hazardous materials encountered during the normal course of construction work of this type.
- D. Cooperation and Collateral Work
 - 1. The Contractor will absorb in his/her Bid all costs involved in his/her part as a result of coordinating his/her Work with others. The Contractor will not be entitled to additional compensation from Owner for damages resulting from such simultaneous, collateral and essential Work. If necessary to avoid or minimize such damage, or delay, the Contractor will redeploy his/her Work force to other parts of the Work.

2. Should the Contractor be delayed by Owner and such delay could not reasonably have been foreseen and prevented by the Contractor, the Consultant will determine the extent of the delay, the effect of the delay on the project as a whole and any commensurate extension of time.
3. The Contractor submitting the Bid to Owner has the responsibility for coordinating the Work of subcontractors and for scheduling all Work so a watertight condition is maintained and all Work required by the Contract Documents is completed as scheduled.
4. The Contractor must coordinate Work of various trades employed by his/her firm so stated completion date is met.

2.06 PROTECTION AND RESTORATION OF EXISTING BUILDING AND SITE

- A. Prior to start of Work, Contractor will perform a thorough inspection of each building's interior and exterior noting all existing damage, including past or current moisture related damage.
 1. Documentation of this inspection will be submitted to Owner's representative, through the Consultant, prior to beginning Work.
 2. The Contractor will be responsible for correction of any subsequent, undocumented moisture damages
- B. Contractor will check all perimeter drains (where they exist) prior to start of Work in each roof area to determine if the drain assembly/drain line is plugged or if the drain body or any of its components are damaged or missing.
 1. Any of these items are to be brought to the attention of Owner, through the Consultant, prior to starting Work and will be Owner's responsibility for correction.
 2. Any previously undocumented plugged or damaged drains brought to the attention of Owner after Work has started will be the responsibility of the Contractor to correct.
- C. The Contractor will be responsible for the protection of public and private property adjacent to the Work and will exercise due caution to avoid damage to such property.
- D. The Contractor will repair or replace all existing building and landscaping components which are damaged or removed as a result of his/her operations and were not previously designated for removal (e.g. curbs, sidewalks, driveways, fences, walls, sign, utility installations, pavements, structures, etc.).
 1. The corrective work to damages, or the replacement of severely damaged items, will be performed so that the quality and condition of the repaired or replaced item is equal to the original item's condition and matches the original finish and dimensions of the repaired item.

- E. Contractor will provide all necessary equipment, storage, etc. to temporarily remove any existing landscape material during the roofing project.
 - 1. Trees, lawns and shrubbery that are damaged or removed because of the Contractor's operation, will be restored or replaced in as nearly the original condition and location as is reasonably possible.
- G. The Contractor will notify the Consultant if any seriously deteriorated hidden structural member is uncovered, prior to placement of new roofing materials. Replacement of any deficient structural member, not specifically designated for replacement, will be at the decision and expense of Owner.
- H. Existing materials designated to remain, which are damaged or defaced as a result of the Work and are unsuitable for the use intended, will be replaced at the Contractor's expense to the satisfaction of Owner.
- I. Where necessary to remove or alter existing construction, all construction affected will be properly patched and filled out to match existing, or new Work.
- J. Patch defective or incomplete surfaces caused or exposed by Work at the project using approved procedures and materials.
- K. Contractor will remove markings from finished surfaces. In areas where finished surfaces are soiled by any source, caused by Work of this section, consult manufacturer of surfaces for cleaning advice and conform to instructions.
- L. Contractor is to keep the Work area and premises clean and free from accumulations of waste materials and rubbish at all times. Remove all debris, scrap and rubbish from the Work area daily.
- M. Surplus materials and all equipment will be promptly removed from the site upon completion of the Work. In case of undue delay or dispute, Owner may remove rubbish, materials and equipment and charge cost to Contractor, with such action permissible by Owner forty-eight (48) hours after a written notice has been transmitted to Contractor.
- N. Prior to final acceptance, Contractor will restore all areas affected by Owner Work to Owner original state of cleanliness and repair all damage done to the premises, including the grounds, by his/her workmen and equipment.

- O. The Contractor will not discharge smoke, dust, or any other air contaminant into the atmosphere in such quantity as will violate the regulations of any legally constituted authority.
- P. The Contractor will provide and maintain enclosed toilets for the use of employees engaged in the Work.
 - 1. These accommodations will be maintained in a neat and sanitary condition and placed in an area selected by the Owner. All sanitary facilities will comply with all applicable laws, ordinances and regulations pertaining to public health and sanitation of dwellings and camps.
- Q. The Contractor will at his/her own expense, furnish, install, maintain and remove all temporary light, power, and water, including piping, wiring, lamps and other equipment, necessary for the Work.
 - 1. The Contractor will not draw water from any fire hydrant, except to extinguish a fire, without first obtaining permission from the water agency concerned.

2.07 SAFETY AND HEALTH PROCEDURES

- A. Public Safety
 - 1. Safety Orders
 - a. The Contractor will have at the Work site, copies or suitable extracts of: Construction Safety Orders and general Industrial Safety Orders issued by the federal, state or municipality. Contractor will comply with the provisions of these and all other applicable laws, ordinances and regulations.
 - b. Payment for performing all Work necessary to provide safety measures will be included in the prices Bid for other items of Work.
 - 2. Special Hazardous Substances and Processes
 - a. Materials that contain hazardous substances or mixtures may be required on the Work. A Material Safety Data Sheet (MSDS) as described in the federal, state and municipal codes will be requested by the Contractor from the manufacturer of any hazardous material used and provided to Consultant per submittals.
 - b. Material usage will be accomplished with strict adherence to federal, state municipal including and/or project requirements and all manufacturer's warnings and application instructions listed on the Material Safety Data Sheet and on the product container label.
 - c. The Contractor will notify the Consultant if a specified product cannot be used under safe conditions.

3. The Contractor will restrict public access by installing opaque fencing, such as a green screen, around the setup or staging areas.
- B. General
1. These Construction Documents are to be governed, at all times, by applicable provisions of the State and Federal Law(s) including but not limited to the latest amendments of the following:
 - a. William-Steiger Occupational Safety and Health Act of 1970, Public Law 91-596.
 - b. Part 1910-Occupational Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations.
 - c. Part 1518-Safety and Health Regulations for Constructions, Chapter XIII of Title 29, Code of Federal Regulations.
 - d. OSHA.
 2. This program will become a part of the Contract Documents and the Contract between Owner's Representative and Contractor and the Contractor and all Subcontractors, as though fully written herein.
 3. For the purposes of this Contract, neither Owner's Representative nor their Consultant and Consultants' Observers are to be considered experts in safety. All construction safety issues are the sole responsibility of the Contractor.
- C. Safety Provisions
1. Precaution will be exercised at all times for the protection of persons, including employees and property. The safety provisions of applicable laws and building and construction codes will be guarded or implemented in accordance with the safety provisions of the federal, state, municipal published requirements.
 2. All equipment used in construction or to be installed will meet the requirements of all applicable codes, particularly the regulations of the state of jurisdiction, Division of Industrial Safety and the Occupational Safety and Health Act of 1970. Equipment will have all required protection devices such as belt and shaft guards, heat protection, insulation, clearances warnings, etc. For equipment, which is to be installed, such devices will be indicated on shop drawings and reviewed by the Consultant.
- D. Necessary controls will be provided to prevent pollution of the air by odors or particulate matter. The location and operation of heating equipment will be such that no hazard is created and objectionable odors do not enter the building.

- E. Reasonable precautions must be exercised to prevent vandalism and to safeguard the public at the existing buildings. Equipment will not be left unprotected and materials will be carefully stacked. The set-up or staging area must be controlled at all times so that no unauthorized person can access the Contractor's equipment or materials, day or night.

PART 3 - CHANGES IN WORK

3.01 CHANGES REQUESTED BY THE CONTRACTOR

- A. Refer to Section 012003 Changes to Work which supersedes any conflicts between Part 3 of this Section.
- B. Any potential change in the contract shall be submitted using a *Request for Change Order* and submitted to the Owner and Consultant. Requests for changes submitted in the *Request for Change Order* shall cover all costs and charges including costs for material, labor, fabrication, delivery and hauling, handling, installation or application, supervision, taxes, employer's contributions, insurance, bonds, rentals, utility costs, overhead and profit.
 - 1. Changes in specified methods of construction may be made at the Contractor's request when the *Request for Change Order* is approved in writing by the Consultant as a *Field Order Directive*.
 - 2. Changes in the Drawings and Specifications, requested in a *Request for Change Order* by the Contractor, which do not materially affect the Work, schedule or contract and which are not detrimental to the Work or interest of Owner, may be granted in writing through a *Field Order Directive* by the Consultant to facilitate the Work.
- B. Requests for changes deemed by the Owner as affecting the contract, contract amount or the schedule will require a written *Change Order* to be issued by the Owner to the Contractor and be executed by both prior to the commencement of any changes in the Work.

3.02 CHANGES REQUESTED BY THE OWNER

- A. Owner requests for changes to the Work will be issued through a *Request for Change Order Proposal* issued to the Contractor through the Consultant.
- B. The Contractor shall provide the costs to perform the changes to the Work covering all costs and charges including costs for material, labor, fabrication, delivery and hauling, handling, installation or application, supervision, taxes, employer's contributions, insurance, bonds, rentals, utility costs, overhead and profit.

- C. Upon receipt of an acceptable proposal from the Contractor to perform the changes in the Work requested by the Owner, the Owner shall issue a written *Change Order* to be executed by both the Owner and Contractor prior to the commencement of any changes in the Work.

PART 4 - INSURANCE

4.01 CONTRACTOR'S INSURANCE COVERAGES

- A. Contractor shall maintain insurance coverages as outlined in the Troy School District *Service Agreement* (Form 931) attached to these specifications. Contractor is also responsible for its Subcontractors maintaining sufficient limits of the same insurance coverage.
- B. Certificates of insurance shall be provided by each party showing their respective coverages prior to commencement of the Work.

END OF SECTION 00 73 00/ SUPPLEMENTAL CONDITIONS

SECTION 01 06 00
REGULATORY REQUIREMENTS

PART 1 – GENERAL

1.01 SCOPE

- A. The Work shall be performed in accordance with all governing codes, ordinances, laws, regulations, safety orders and directives pertaining to construction work of this type, including specific local, county or state regulations or requirements of the governing bodies having jurisdiction. This includes handling and disposal of any hazardous or potentially hazardous materials encountered during the normal course of construction work of this type.

1.02 REGULATORY REQUIREMENTS

- A. Occupational Safety and Health (OSHA) regulations for construction, workplace safety, and other codes, rules and ordinances governing Work are as fully a part of this Specification as if herein repeated.
- B. All products shall comply with State V.O.C. (Volatile Organic Content) Legislation.
- C. Building Codes:
 - 1. All work to be conducted according to the applicable model building code(s) as amended and promulgated by the state and municipal authorities in the state and municipality in which the facility is located in accordance with authorities having jurisdiction (AHJ).
 - 2. All work to be conducted according regulatory agencies governing safety, hazardous materials, environmental protection, transportation, and insurance.
 - 3. This Project is under but not limited to the jurisdiction of the
 - a. MICHIGAN DEPARTMENT OF LABOR FOR MECHANICAL AND ELECTRICAL
 - b. STATE OF MICHIGAN FIRE MARSHAL DIVISION
 - c. MICHIGAN DEPARTMENT OF PUBLIC AND (COUNTY) PARTMENT OF PUBLIC HEALTH

1.03 ASBESTOS

- A. As necessary comply with provisions of local, state and national regulatory requirements for the identification, removal and disposal of Asbestos Containing Building Materials (ACBM) and Asbestos Containing Roofing Materials (ACRM) including but not limited to:
 - 1. Environmental Protection Agency (EPA):
 - a. EPA National Emission Standard for Hazardous Air Pollutants (NESHAP) 40 CFR, Part 61, Subpart M.
 - b. Where removal of existing roofing is required, compliance with EPA "Guidance for Controlling Asbestos-Containing Materials (ACM) in Buildings" (EPA 560/5-85-024) is mandatory.
 - 2. Occupational Safety and Health Administration (OSHA)
 - a. OSHA Standard for Occupational Exposure to Asbestos in construction work, 29CFR1926.1101.
 - 3. Department of Transportation (DOT).
 - a. Hazardous Material Rules.
- B. Refer to Appendix 1 for any applicable ACM test results.

1.04 ROOF SYSTEM: FIRE AND WIND

- A. Refer to roofing section(s) under Division 7 Thermal and Moisture Protection and Cover Page – CP Drawing for fire and wind performance requirements.
- B. Underwriters Laboratories, Inc. (UL.):
 - 1. Fire Classification Rating: UL 790 Standard;
- C. Factory Mutual Global (FMG):
 - 1. FM Standard 4470: Class 1 Roof Covers

1.05 EXISTING CONDITIONS AND DEMOLITION

- A. Refer to Section 02 41 19 Selective Demolition.
- B. Conform to applicable Codes for demolition of roofing, safety of adjacent structures, dust control and disposal.
- C. Conform to applicable regulatory procedures when hazardous or contaminated materials are present.

1.06 INSURANCE

- A. Owner insurance requirements applicable to the site, facility and work during the course of the project shall be strictly adhered to by Contractor.

PART 2 – PRODUCTS

Not Used.

PART 3 – EXECUTION

Not Used.

END OF SECTION 01 06 00/ REGULATORY REQUIREMENTS

SECTION 01 14 19

RESTRICTIONS AND USE OF SITE

PART 1 – GENERAL

1.01 CONTRACTOR FACILITY RULES

- A. Motor vehicles will be permitted at the designated areas to load or unload materials, equipment, tools, trash, etc. All motor vehicles while on Owner's and adjacent property shall be driven slowly with extreme caution obeying all posted traffic signs.
- B. Contractor has the responsibility to protect all his personal property, materials, equipment, etc. from theft.
- C. Contractors shall not leave materials, tools, etc. lying in an unsafe manner while working on the Owner's property. Do not store tools or materials
- D. No gambling, drugs or alcoholic beverages will be permitted on the site at any time. No individual under the influence of drugs or alcohol will be permitted on site.
- E. Contact Owner or Consultant prior to placing or using any rigging, hoists, cranes, temporary stairs, and towers, etc.
- F. Smoking is permitted in Owner authorized areas only. Smoking is not permitted on the finished roof membrane.
- H. Contact Owner or Consultant prior to placing or using any rigging, hoists, cranes, temporary stairs, and towers, etc.
- I. Radios or other musical devices will not be allowed on any project.

1.02 UTILITIES

- A. Refer to Section 00 73 00 Supplemental Conditions for Owner supplied utilities.
- B. The utility services for the facility will not be interrupted in any way by the Contractor unless agreed upon in writing and coordinated with the Owner.

1.03 STRUCTURAL

- A. Live loads on the roof during the Work shall not exceed the designed live load at anytime. If there is any question or concern about the structural integrity of the roof deck or other component related to the Work the contractor shall immediately stop work and have a structural engineer evaluate the conditions prior to proceeding. Notify both the Owner and Consultant immediately of the condition.
- B. The Contractor will notify the Consultant if any seriously deteriorated hidden structural member is uncovered, prior to placement of new roofing materials. Replacement of any deficient structural member, not specifically designated for replacement, will be at the decision and expense of Owner.

1.04 BARRICADES

- A. Provide barricades and warning signs at all operations of the Work which are deemed hazardous by the Consultant to the movement of both Contractor's/Owner's personnel and pedestrians/passersby.
- B. Provide barricades and warning signs at outside excavations or at holes cut through walls, floors, or roofs in buildings, also as required about any working, lifting, or staging areas.

1.05 EGRESS/ INGRESS

- A. Do not in any way block, hinder, or obstruct fire escape and/or other emergency egress routes of the structures (interior and exterior). Comply with regulations and requirements of local fire prevention codes.
- B. Means of ingress or egress to the Owner's buildings and operations will not be blocked for any reason nor will the normal operation of the buildings be hampered in any way unless authorization is obtained in advance from the Owner in writing.

PART 2 – PRODUCTS

Not Used.

PART 3 – EXECUTION

Not Used.

END OF SECTION 01 14 19/ RESTRICTIONS AND USE OF SITE

SECTION 012003 CHANGES TO WORK

PART 1 - GENERAL

- 1.01 Submitting Change Orders: Requests for change orders shall be submitted using the Project Website at www.wtcg.net and selecting *List of Projects (Construction Phase)*, selecting the appropriate TSD school or facility and then select the *Change Order* tab to fill out the form.
- 1.02 Change Order Requests shall conform to the pricing for the region. Owner shall have the option to verify and negotiate any Change Order Request submissions during the performance of work.
- 1.03 CHANGES REQUESTED BY THE CONTRACTOR
- A. Any potential change in the contract shall be submitted using the Project Website tab *Change Orders* at www.wtcg.net and filling out the online form *Request for Change Order* and submitted to the Owner and Consultant. Requests for changes submitted in the *Request for Change Order* shall cover all costs and charges including costs for material, labor, fabrication, delivery and hauling, handling, installation or application, supervision, taxes, employer's contributions, insurance, bonds, rentals, utility costs, overhead and profit.
1. Changes in specified methods of construction may be made at the Contractor's request when the *Request for Change Order* do not materially affect the Work, schedule, contract amount or contract and which are not detrimental to the Work or interest of Owner, may be granted in writing through a *Field Order Directive* by the Consultant to facilitate the Work.
 2. Changes in the Drawings and Specifications, requested in a *Request for Change Order* by the Contractor, which do not materially affect the Work, schedule, contract amount or contract and which are not detrimental to the Work or interest of Owner, may be granted in writing through a *Field Order Directive* by the Consultant to facilitate the Work.
- B. Requests for changes deemed by the Owner as affecting the contract, contract amount or the schedule will require a written *Change Order* to be issued by the Owner to the Contractor and be executed by both prior to the commencement of any changes in the Work.
- 1.04 CHANGES REQUESTED BY THE OWNER
- A. Owner requests for changes to the Work will be issued through a Request for Change Order Proposal issued to the Contractor through the

Consultant.

- B. The Contractor shall provide the costs to perform the changes to the Work covering all costs and charges including costs for material, labor, fabrication, delivery and hauling, handling, installation or application, supervision, taxes, employer's contributions, insurance, bonds, rentals, utility costs, overhead and profit.
- C. Upon receipt of an acceptable proposal from the Contractor to perform the changes in the Work requested by the Owner, the Owner shall issue a written Change Order to be executed by both the Owner and Contractor prior to the commencement of any changes in the Work.

1.05 COMPENSATION OF OVERHEAD & PROFIT FOR CHANGES IN THE WORK

- A. CONTRACTOR'S OVERHEAD AND PROFIT
 - 1. For changes resulting in increase of cost:
 - a. Overhead and profit for the Contractor shall not exceed the following when change Work is performed by:
 - 1) Contractor itself: fifteen percent (15%).
 - 2) Contractor subcontractor party: five percent (5%).
 - b. Overhead and profit for the subcontractor shall not exceed the following when change Work is performed by
 - 1) Subcontractors: fifteen percent (15%)
 - 2) Subcontractor to the secondary subcontractor: five percent (5%)
 - 2. For changes resulting in reduction of cost
 - a. Deductive costs shall include commensurate deductive credits for overhead and profit based on the percentages stated above.
 - 3. Contractor's and Subordinate Party's overhead and profit shall include cost (at the Project Site, home office and otherwise) of supervision, telephone, travel, copying, administrative services, office, power, light, tools, jobsite vehicles, and all other general expenses including bond premiums. In no event shall these items be charged as cost of the Changed Work.

1.06 ITEMIZATION OF COST OF CHANGED WORK

- A. Change Order Documents
 - 1. If extra work is to be completed above and beyond the terms of the contract, as determined by (and approved in advance by) the Owner and Consultant, the Contractor.
 - a. Contractor to retain a copy of the executed Change Order.
- B. Preparing Request for Proposal for Change Orders

1. The submitted Proposal for Request for Proposal for a Change Order shall be approved by Consultant and shall mean the costs necessarily incurred by the Contractor in the proper performance of the Changed Order. Such rates shall not be higher than those customarily paid at the place of the Project. The Cost of the Changed Work shall only include those items set forth below.
 - a. Wages of Labor: Wages of construction workers directly employed by Contractor to perform the construction of the changed Work at the site
 - b. Payroll Markup: The amount approved by Consultant and Owner which covers the costs paid by the Contractor for taxes, insurance, contributions, assessments, and benefits required by law or collective bargaining agreements and for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays vacations and pensions, provided that such costs are based on the wages and salaries of labor performing the changed Work.
 - c. Cost of Equipment, Materials, and Supplies: Costs of materials, equipment and supplies to be incorporated into the changed Work less all savings, discounts, rebates and credits accruing to the Contractor.
 - d. Rental Charges for Equipment Not Owned by Contractor: Rental charges for equipment not owned by Contractor that is necessary for completion of the Changed Work. Rates and quantities rented must be approved in advance by Owner and Consultant.
 - e. Taxes: Sales or use taxes imposed by a governmental authority which are directly attributable to the changed Work and for which the Contractor is liable.
 - f. Subcontractor Costs: Payments made to the Contractors for proper execution of Changed Work, subject to the limits set forth above for overhead and profit.
2. In no event shall the cost for the Request for Change Order include:
 - a. Salaries or wages of persons other than those directly performing the changed Work, including Contractor's personnel stationed at the principal office;
 - b. Expenses of the Contractor's principal office and offices other than the site office, except as provided above;
 - c. Overhead and general expenses of any nature, except as set forth above;
 - d. Capital expenses of Contractor, including interest on the Contractor's capital employed for the Changed Work;
 - e. Rental costs for machinery or equipment, except as allowed above, or tools of any kind, unless specifically identified and approved in advance in writing by Owner and Consultant;

- f. Costs due to the negligence or failure to perform of the Contractor or its Subcontractors Parties;
- g. Costs designated above as being included in Overhead and Profit;
- h. Any cost not specifically described above, or otherwise approved in advance and in writing by Consultant and Owner;
- i. Any bond premiums of portion of increased bond costs directly attributable to the changed Work.

1.07 REQUEST FOR CHANGE ORDER PROPOSAL

Based on the above, the following formula will be utilized by all of the Contractors.

Number of RCO _____
 Date of RCO _____
 Description of Change _____

Cost of Changed Work

Labor:

Labor A (No. of Hrs. x Rate)	xxx.xx
Labor B (No. of Hrs. x Rate)	xxx.xx
Labor C (No. of Hrs. x Rate)	<u>xxx.xx</u>

Subtotal	xxx.xx
OH&P @ 15%	xxx.xx

Equipment, Materials, Supplies:

Equipment A	xxx.xx
Materials A	xxx.xx
Supplier A	<u>xxx.xx</u>

Subtotal	xxx.xx
OH&P @ 15 %	xxx.xx

Subtotal (1) xxx.xx

Subcontractor Costs

ABC Plumbing	xxx.xx
XYZ HVAC	<u>xxx.xx</u>

Subtotal	xxx.xx
OH&P @ 5 %	xxx.xx

Subtotal (2) xxx.xx

TOTAL QUOTATION AMOUNT

Total Quotation (Subtotal 1 plus Subtotal 2) xxx.xx

END OF SECTION 012003/CHANGES TO WORK

SECTION 01 21 00

ALLOWANCES

PART 1 - GENERAL

- 1.01 The Contractor shall include in the Contract Sum all allowances (i.e. "Unit Price Work") stated in the Contract Documents.
- 1.02 Items covered by allowances shall be supplied and installed on a unit price basis, as required to meet the Contract Document.
- 1.03 Unless otherwise provided in the Contract Documents:
 - A. Allowances shall cover the cost to the Contractor of labor, materials and equipment delivered at the site and all required taxes, less applicable trade discounts, freight charges, applicable taxes, cost for unloading and handling at the Site and all costs of installation. ;
 - B. Overhead and profit is not included in the allowance. However, the Contractor expressly acknowledges and agrees that overhead and profit with regard to the allowance item is included in the Contract Price.
 - C. Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order.
 - 1. The amount of the Change Order shall reflect:
 - a. The difference between actual amount of the allowance item used versus the amount of that item included in the base bid or base contract amount, whichever is applicable. The allowance adjustment will cause the Contract price to be changed to reflect the new amount.

PART 2 – PRODUCTS:

NOT USED

PART 3 – EXECUTION:

- 3.01 Contractor shall supply schedule of values for each allowance item.
- 3.02 Allowance schedules and Unit Price Items are listed on the Cover Page – CP drawing.
- 3.03 Allowances are to be tracked, documented and submitted to the Owner and Consultant by the Contractor.
 - 1. If the Owner employs Quality Control Inspectors it does relieve the Contractor from providing exact documentation of Allowances used during the Work.
 - 2. The Contractor shall document all Allowances with photographs; retained materials demoed executing the Allowances, and, marking locations on the Roof Plan.
 - 3. Any materials retained to show execution of Allowances shall be disposed of by the Contractor in a licensed disposal site and not used for any construction project.
- 3.04 Upon project completion a Change Order Request will be submitted online at www.wtcg.net for the difference in Contractors allowance cost and the actual allowance used for the project.

END OF SECTION 01 21 00/ALLOWANCES

SECTION 01 23 00

ALTERNATES

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Work Included:
 - 1. Materials and methods to be used in the base bid and the alternate have been described on the drawings and in pertinent sections of these specifications.
 - 2. Method for stating the proposed alternate as described in the bid form.

1.02 BID SUBMISSION

- A. Alternate bids shall be submitted according to the Bid Documents and the Alternate bid shall include all terms and requirements of the Bid Documents.
 - 1. Acceptance of an Alternate by Owner does not relieve the Contractor from complying with the Bid Documents.
- B. Submit all Alternates on the Bid Form located at www.wtcg.net . **Download the form below for proposed alternates**
- C. Those Alternates described in the Schedule on the Cover Page – CP drawings are to be reflected on the bid form as submitted by bidders. Do not submit alternates other than as described in the Schedule.
- D. Alternates shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- E. 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 alternate bid;
- F. Alternate bids are to be submitted as either an "ADD" or "DEDUCT" to/from the "Base Bid" amount submitted on the Bid Form.

1.03 PRODUCT HANDLING

- A. If the owner elects to proceed on the basis of one or more of the described alternatives, make all modifications to the work required in furnishing and installing the selected alternate or alternates to the approval of the consultant and at no additional cost to the owner other than as proposed on the bid form.

PART 2 - PRODUCTS

2.01 ALTERNATE

- A. In lieu of the base bid, furnish and install an alternate per the drawings and other pertinent sections of the specifications.
- B. When an alternate is offered all other project requirements are to remain essentially the same.
- C. Approved alternates are enumerated on the drawings. No other alternatives will be considered.

PART 3 - EXECUTION

3.01 ADVANCE COORDINATION

- A. Immediately after award of the contract, or as soon thereafter as the owner has made a decision on which, if any, alternates will be selected, thoroughly and clearly advise all necessary personnel and suppliers as to the nature and extent of alternatives selected by the owner. Alert those personnel and suppliers involved as to all changes in the work caused by the Owner's selection or rejection of alternates

END OF SECTION 01 23 00/ALTERNATES

WeatherTech Consulting Group, Inc.

43670 Utica Road

Sterling Heights, MI 48314

Phone 586-731-3095 Fax 586-731-6863

**SUBSTITUTION
REQUEST**

Project: _____ Substitution Request Number: _____

From: _____
To: _____ Date: _____

A/E Project Number: _____
RE: _____ Contract For: _____

Specification Title: _____
Section: _____ Page: _____ Article/Paragraph: _____

Proposed Substitution: _____

Manufacturer _____ Address: _____ Phone #: _____

Trade Name: _____ Model #: _____

Installer: _____ Address: _____ Phone #: _____

History: ☐ New product ☐ 2-5 years old ☐ 5-10 years old ☐ More than 10 years old

Differences between proposed substitution and specified product: _____

☐ Point –by-point comparative data attached – REQUIRED BY Consultant

Reason for not providing specified item: _____

Similar Installation:

Project: _____ Architect: _____

Address: _____ Owner: _____

Date Installed: _____

Proposed substitution affects other parts of Work: ☐ No ☐ Yes; explain _____

Savings to Owner for accepting substitution: _____ (\$ _____)

Proposed substitution changes Contract Time: ☐ No ☐ Yes; Add/Deduct _____ days.

Supporting Data Attached:

☐ Product Data ☐ Drawings ☐ Tests ☐ Reports ☐ Samples ☐ _____

Undersigned certifies:

- ◆ Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
- ◆ Same warranty will be furnished for proposed substitution as for specified product.
- ◆ Same maintenance service and source of replacement parts, as applicable is available.
- ◆ Proposed substitution will not affect or delay Progress Schedule.
- ◆ Cost data as stated above is complete. Claims for additional costs related to accepted substitution which may subsequently become apparent are to be waived.
- ◆ Proposed substitution does not affect dimensions and functional clearances.
- ◆ Payment will be made for changes to building design, including architectural or engineering design, detailing, and construction costs caused by the requested substitution.
- ◆ Coordination, installation, and changes in the Work as necessary for accepted substitution will be complete in all respects.

Submitted by: _____

Signature: _____

Firm: _____

Address: _____

Telephone: _____

Attachments: _____

WEATHERTECH'S REVIEW AND ACTION

- ☐ Substitution approved – Make submittals in accordance with Specification Section 01300.
- ☐ Substitution approved as noted – Make submittals in accordance with Specification Section 01300.
- ☐ Substitution rejected – Use specified materials.
- ☐ Substitution Request received too late – Use specified materials.

Signed by: _____

Date: _____

Additional	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:	Contractor	Subcontractor	Supplier	Manufacturer	A/E	

SECTION 01 23 00

ALTERNATES

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Work Included:
 - 1. Materials and methods to be used in the base bid and the alternate have been described on the drawings and in pertinent sections of these specifications.
 - 2. Method for stating the proposed alternate as described in the bid form.

1.02 BID SUBMISSION

- A. Alternate bids shall be submitted according to the Bid Documents and the Alternate bid shall include all terms and requirements of the Bid Documents.
 - 1. Acceptance of an Alternate by Owner does not relieve the Contractor from complying with the Bid Documents.
- B. Submit all Alternates on the Bid Form located at www.wtcg.net . **Download the form below for proposed alternates**
- C. Those Alternates described in the Schedule on the Cover Page – CP drawings are to be reflected on the bid form as submitted by bidders. Do not submit alternates other than as described in the Schedule.
- D. Alternates shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- E. 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 alternate bid;
- F. Alternate bids are to be submitted as either an "ADD" or "DEDUCT" to/from the "Base Bid" amount submitted on the Bid Form.

1.03 PRODUCT HANDLING

- A. If the owner elects to proceed on the basis of one or more of the described alternatives, make all modifications to the work required in furnishing and installing the selected alternate or alternates to the approval of the consultant and at no additional cost to the owner other than as proposed on the bid form.

PART 2 - PRODUCTS

2.01 ALTERNATE

- A. In lieu of the base bid, furnish and install an alternate per the drawings and other pertinent sections of the specifications.
- B. When an alternate is offered all other project requirements are to remain essentially the same.
- C. Approved alternates are enumerated on the drawings. No other alternatives will be considered.

PART 3 - EXECUTION

3.01 ADVANCE COORDINATION

- A. Immediately after award of the contract, or as soon thereafter as the owner has made a decision on which, if any, alternates will be selected, thoroughly and clearly advise all necessary personnel and suppliers as to the nature and extent of alternatives selected by the owner. Alert those personnel and suppliers involved as to all changes in the work caused by the Owner's selection or rejection of alternates

END OF SECTION 01 23 00/ALTERNATES

WeatherTech Consulting Group, Inc.

43670 Utica Road

Sterling Heights, MI 48314

Phone 586-731-3095 Fax 586-731-6863

**SUBSTITUTION
REQUEST**

Project: _____ Substitution Request Number: _____
From: _____
To: _____ Date: _____
A/E Project Number: _____
RE: _____ Contract For: _____

Specification Title: _____
Section: _____ Page: _____ Article/Paragraph: _____

Proposed Substitution: _____
Manufacturer _____ Address: _____ Phone #: _____
Trade Name: _____ Model #: _____
Installer: _____ Address: _____ Phone #: _____
History: ☐ New product ☐ 2-5 years old ☐ 5-10 years old ☐ More than 10 years old
Differences between proposed substitution and specified product: _____

☐ Point –by-point comparative data attached – REQUIRED BY Consultant

Reason for not providing specified item: _____

Similar Installation:

Project: _____ Architect: _____
Address: _____ Owner: _____
Date Installed: _____

Proposed substitution affects other parts of Work: ☐ No ☐ Yes; explain _____

Savings to Owner for accepting substitution: _____ (\$ _____)

Proposed substitution changes Contract Time: ☐ No ☐ Yes; Add/Deduct _____ days.

Supporting Data Attached:

☐ Product Data ☐ Drawings ☐ Tests ☐ Reports ☐ Samples ☐ _____

Undersigned certifies:

- ◆ Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
- ◆ Same warranty will be furnished for proposed substitution as for specified product.
- ◆ Same maintenance service and source of replacement parts, as applicable is available.
- ◆ Proposed substitution will not affect or delay Progress Schedule.
- ◆ Cost data as stated above is complete. Claims for additional costs related to accepted substitution which may subsequently become apparent are to be waived.
- ◆ Proposed substitution does not affect dimensions and functional clearances.
- ◆ Payment will be made for changes to building design, including architectural or engineering design, detailing, and construction costs caused by the requested substitution.
- ◆ Coordination, installation, and changes in the Work as necessary for accepted substitution will be complete in all respects.

Submitted by: _____

Signature: _____

Firm: _____

Address: _____

Telephone: _____

Attachments: _____

WEATHERTECH'S REVIEW AND ACTION

- ☐ Substitution approved – Make submittals in accordance with Specification Section 01300.
- ☐ Substitution approved as noted – Make submittals in accordance with Specification Section 01300.
- ☐ Substitution rejected – Use specified materials.
- ☐ Substitution Request received too late – Use specified materials.

Signed by: _____

Date: _____

Additional	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:	Contractor	Subcontractor	Supplier	Manufacturer	A/E	

SECTION 012001 PAYMENT PROCEDURES

PART 1 - GENERAL

1.01 SUMMARY

- A. This Section describes the following requirements including:
 - 1. Schedule of Values
 - 2. Application for Payment Process
 - 3. Reduction of Retention
 - 4. Payment for Materials Stored Off-site
 - 5. Waivers of Lien and Sworn Statements

1.02 PAYMENT PROCEDURES

- A. Schedule of Values
 - 1. Once the Agreement is awarded, each Contractor must submit a Schedule of Values for its entire Work to Consultant for approval. This Schedule of Values must be submitted either within fifteen (15) days of award or fifteen (15) days prior to the first payment application deadline (per the Application for Payment Schedule), whichever comes first. The Schedule of Values must include labor and material line items for each portion of the Work, the Contractor shall separate bond costs, and general conditions line items as appropriate.
 - 2. The Schedule of Values will be submitted in a format as prescribed by, and to the level of detail specified by, Consultant.
 - a. The sum of the parts of the Schedule of Values shall equal the contract price.
 - b. The minimum level of breakdown and order on the application for payment will be:
 - 1) Bond costs, if applicable;
 - 2) General conditions line item(s);
 - 3) Major portions of the Work shall be broken down into labor and material line items for specific areas of the facility;
 - 4) A listing of approved and executed Change Orders to the Contract, if any, in sequential order.
 - c. Schedule of Values items shall have a direct and understandable relation to the Project construction schedule.
 - 3. The Schedule of Values, unless objected to by Consultant, Owner or Architect, shall be the basis for the Contractor's application for payments.
 - 4. Consultant shall have the right to require the Contractor to alter the value or add/delete categories listed on the Schedule of Values at any time for the following reasons:

- a. The Schedule of Values appears to be incorrect or unbalanced.
 - b. A revision of the Schedule of Values is required due to the Contractor revising the sequence of construction or assembly of building components that in turn invalidates the Schedule of Values.
 - c. Change Orders are issued to the Contractor and shall be incorporated into the Schedule of Values as a separate line item at the bottom of the Schedule of Values.
5. The Contractor is required to correlate the documentation for payment of stored materials requested in the application for payment against the agreed upon breakdown of the Schedule of Values as described in Payment for Stored Materials. Consultant reserves the right to not process the application for payment if this correlation has not been submitted in conjunction with the application.

B. Application for Payment Process

1. Step 1: JOB-SITE INSPECTION - DRAFT PAYMENT REQUEST

- a. The Contractor shall:
 - 1) have a representative walk the Project site with Consultant's representative on or before the date agreed to by Owner and Contractor of the month;
 - 2) invoice for Work from the date agreed to of last month to the same date of the present month;
 - 3) submit during the review, the itemized rough draft of the Application and Certificate for Payment (AIA Documents G702 and G703 Continuation Sheet) identifying the Work completed, if any, during the current calendar month; shall review same with Consultant and obtain a preliminary approved copy of the draft for official submission;
 - 4) Contractor's pay application shall only reflect Work completed through the date of submission. In no event will payments be authorized for forecasted Work.

NOTE: No payment shall be issued to a Contractor for materials stored off-site unless supported by proper documentation as required by Consultant (upon advance notification of such requests only) as described in 1.03 Payment for Stored Materials Off-Site.

2. Step 2: PAYMENT REQUEST PREPARATION/SUBMISSION

- a. With the information agreed upon in Step 1, the Contractor will prepare a formal application for payment request;
- b. Three (3) originals of the request and three (3) originals of the sworn statements must be submitted to Consultant's office on

- or before the date of the month agreed to by Owner and Contractor of the month.
- c. **Late or incomplete application packets will not be accepted.**
 - d. The payment request will be made on an Application and Certificate for Payment form (AIA documents G702 and G703).
 - e. Before submitting these documents to Consultant, each request for payment must be signed by a duly authorized agent of the Contractor and notarized.
 - f. The Contractor must include with each request for progress payment a waiver of lien for all previous payments, Contractor's sworn statement and any necessary backup data as described in 1.04 Waivers of Lien and Sworn Statements.
 - g. In addition, at submission of the final pay application Contractor shall provide unconditional final waivers of lien for all Subordinate Parties, as well as all close out documentation and all additional back up data described in 1.04 Waivers of Lien and Sworn Statements.
 - h. In requests for payment which follow the execution of a Change Order in excess of twenty-five percent (25%) of the Agreement price, Contractor must present a bond rider evidencing that the penal sum of any required payment and performance bonds have been increased to one hundred percent (100%) of the adjusted Agreement price, or such other percentage as set forth in Section 00200 of the Project Manual, Instructions to Bidders. Submission of the required back-up data is a condition precedent to payment.
3. Check Distribution
- a. Owner will issue individual checks to each Contractor. The Contractor will receive the waiver of lien with the check and will be required to sign three (3) originals of the waiver upon receipt of the check each month (see 1.04).
 - b. The Contractor shall provide all supporting documentation substantiating the Contractor's right to payment as the Owner, and Consultant may require.
- C. Reduction of Retention
- 1. Owner shall be entitled to withhold ten (10%) percent of each payment due to a Contractor until Substantial Completion of the Contractor's Work.
 - 2. The Contractor, when requesting a reduction of retention, shall submit to Consultant, an AIA G707, Consent of Surety to Reduction In or Partial Release of Retention form.
 - 3. Within thirty (30) days after Certificate of Substantial Completion has been issued for all portions of its Work, the Contractor's retention may be reduced to a sum as Owner/the Consultant may determine is

suitable to protect Owner and Consultant for all incomplete Work and any unsettled claims.

4. Notwithstanding the foregoing, payment of retention shall be subject to all other conditions precedent that applies to payment as set forth in the Contract Documents.

1.03 PAYMENT FOR MATERIALS STORED OFF-SITE

- A. The Contractor, if intending to use an off-site storage area or facility for stored materials, shall submit a written request to the Consultant and obtain approval prior to submitting the first application for payment as described in 1.02 Applications for Payment.
- B. Payments will be made for materials properly stored off site.
 1. "Properly stored" shall mean in an insured warehouse with the Owner and Consultant being named as insureds, and all material identified as property of the Owner.
 2. The Contractor is responsible for all associated off site storage costs, transportation, insurance, including insurance coverage for stored material, while in transit, unless Contractor obtains written documentation that the material is covered during transit under a Builder's Risk Policy applicable to the Project.
 3. Contractor shall provide Consultant and the Owner verification in writing for all material so stored. Such materials shall be protected from diversion, destruction, theft, and damage to the satisfaction of Consultant, Owner and the Lender (if any), specifically marked for use on the Project, and segregated from other materials at the storage facility.
 4. The Contractor bears all risk of loss to materials and equipment stored off site.
- C. Contractor is to provide supporting documentation in the form of invoices, insurance policies, and any other pertinent documentation as requested by Consultant or Owner for items the items stored offsite. Documentation shall include the following:
 1. Detailed description of the material including quantities that will serve as a material description for the billing and as information to file a claim with an insurance company.
 - a. Stored Materials - Each item must be identified as to manufacturer, model number, and serial number, if applicable, or other identifiers should be listed for each item. Each listing must be accompanied by invoices, shipping tickets, consent of surety, and any other applicable supporting documentation.
 - b. Stored Manufactured Building Materials - Each item must be identified as to type, manufacturer's number or designation, and should also list the number of cartons and the contents therein storage. Each listing must also be accompanied by

- supporting documents including all invoices, shipping tickets and consent of surety.
- c. Stored Fabricated Materials - A listing specifying the number of pieces, items, and marks as may be applicable to the particular type of items. Photographs should accompany the request.
 - 2. Individual itemized costs of materials and the total cost value, which shall not exceed the Contractor's subcontractor or material supplier cost. The total cost value shall be supported by the Contractor's subcontractor or material supplier invoices for the stored material.
 - 3. Estimated cost value for those materials that are fabricated by the Contractor's subcontractor or material supplier.
 - 4. The location where the material is physically stored, including the warehouse address and storage location within the warehouse, such as bin number, aisle number or other designation. All material shall be segregated and marked.
 - 5. Copies of the insurance policies that cover the stored materials and that name Consultant and the Owner as insureds. The limit of the insurance policy shall be equal to or greater than the replacement value of the stored materials.
- D. When Applications for Payment include products stored off the Project Site or stored on the Project Site but not incorporated in the Project, for which no previous payment has been requested, a complete description of such product shall be attached to the application.
- E. Contractor shall submit a certificate of title listing the Owner's ownership in the off-site stored materials equal to the amount paid effective at the time funds are delivered.
- F. If the size, quantity, and/or type of material or product is such that a bonded warehouse is deemed unsuitable, then, with Owner's and Consultant's approval, the Contractor may elect to prepay its subcontractor or supplier for certain material and products which are to remain on and be stored on that subcontractor/supplier's premises until needed by the Project. In such event, the Contractor shall enter into a security agreement with the subcontractor/supplier under which the Contractor shall be granted a security interest in and to all such material and products fabricated and/or to be supplied by the subcontractor/supplier for this Project and stored on the subcontractor/supplier's premises. This Security Agreement shall be a part of the financing statement, which shall be presented to a filing officer for filing pursuant to the Uniform Commercial Code. All expenses incurred in obtaining this security agreement shall be at Contractor's sole cost and expenses, and shall not accrue to the Owner, Consultant, Architect, nor the Project. A copy of each and every security agreement shall be filed with Consultant with the first Application for Payment which requests payment for such material or products.

- G. All payment requests for off-site stored materials must be accompanied using the "Payment Request for Stored Materials" and a "Subcontractor Affidavit for Stored Materials." Payment requests for stored materials not complying with the foregoing requirements will not be approved. Contractors are to notify the Consultant in ample time to conduct verification procedures.
- H. Contractors may not apply the cost of materials stored off-site towards a reduction in the retention amount.
- I. Representatives of Consultant and Owner shall have the right to make inspections of the storage areas at any time.

1.04 WAIVERS OF LIEN AND SWORN STATEMENTS

- A. Waivers of Lien
 - 1. The Contractor's first Application for Payment will be based upon 100 percent of the value of Work installed. The first payment, amounting up to 80 percent of application, will be made to the Contractor without supporting documentation. Subsequent Applications for Payment must be accompanied by lien waivers from the Contractor, its Subordinate Parties or receipted invoices covering payment to the Contractor for previous calendar month period. Lien waivers must be unconditional and must show the amount paid.
 - 2. The Waiver of Lien is to be signed by an authorized representative of the Contractor. Under no circumstances will payment be released until the completed "Acknowledgment of Payment and Partial Unconditional Release" has been submitted and signed by the Contractor from the previous month.
 - 3. Final payment will not be made until a "Final Release of Lien" has been submitted. The Final Release must be signed by an authorized representative of the Contractor and must be notarized.
- B. Sworn Statements
 - 1. The appropriate number of original "Sworn Statements" must be completed to the satisfaction of Consultant, signed and notarized by an authorized representative of the Contractor and submitted with the Contractor's Application for Payment, monthly to the Consultant.
 - 2. The Contractor's Subcontractor's sworn statements, waivers and other supporting documentation will be required with each pay application.

END OF SECTION 012001/PAYMENT PROCEDURES

SECTION 01 32 00

CONSTRUCTION SCHEDULE

PART 1 – GENERAL

1.01 GENERAL

- A. This Section provides for the planning and execution of Work in order to assure completion of the Work within the number of calendar days provided in the Contract. The Construction Schedule is utilized by the Owner to evaluate the proposed schedule and progress of the Work. Contractor shall prepare and maintain schedules described in this Section.
- B. The construction schedule shall be submitted and approved by the Owner and Consultant. The schedule is subject to revision by the Owner or Consultant as necessary to accommodate other trades, construction projects and Owner operations.
- C. WeatherTech and Contractor will maintain online "Schedule" at www.wtcg.net for primary tasks and milestone events for the project to communicate the schedule on a daily basis:
 - 1. Contractor is required to monitor, update and comply with the schedule.
 - 2. Contractor to inform Owner and Consultant of any delays or anticipated delays immediately.

1.02 QUALITY CONTROL

- A. Standard Reference: Data preparation, analysis, charting, and updating shall be approved by Owner or Consultant.
- B. Approved Schedule:
 - 1. The Construction Schedule as approved by the Owner or Consultant shall become part of the Contract, thereby establishing interim Contract completion dates for the phases of the Work.
 - 2. Should any portion of the Work not be completed within ten (10) working days after the date stated in the Construction Schedule, the Owner or Consultant shall have the right to order the Contractor to complete the portion of Work by whatever means the Owner or Consultant deems necessary and appropriate, without further compensation to the Contractor.
 - 3. Should any portion of the Work be ten (10) working days or more behind schedule, the Owner or Consultant shall have the right to perform the Work or have the Work performed by whatever method the Owner or Consultant deems appropriate.
 - 4. Costs incurred by the Owner for expediting work as described in this item shall be reimbursed by the Contractor or deducted from his contract.
 - 5. Should the Owner or Consultant waive the right to order the Contractor to expedite any portion of the Work, this shall not be construed as the Owner or Consultant waiving this right for any other portion of the Work.
- C. Changes to Schedule:
 - 1. If the Contractor desires to make a major change in his/her method of operation after commencing construction, or if the schedule fails to reflect the actual progress, the Contractor will submit to the Consultant a revised construction schedule in advance of beginning revised operations.
 - 2. If the proposed percent Work complete is less than the percent time elapsed, the Contractor will provide sufficient information and backup to show that the Work can be completed on time.

3. An updated construction schedule will be submitted prior to the next progress payment closure date whenever the actual percent of Work complete is less than the percent time elapsed.
4. When required by the Supplemental Conditions, a revised schedule will be submitted prior to each progress payment closure date. Processing of the progress payment will be delayed until such revised schedule complying with this section is received.
5. Revised and updated schedules will show actual completion to the date of the revision in the lower segmented bar for each item. All schedule information will be consistent with that reported on payment request forms, AIA G702/703.

1.03 SUBMITTALS

- A. General: Comply with the provisions of Section 01 33 00-Submittals.
- B. Construction Schedule: The Schedule shall be presented in a Gantt Chart format and contractor shall submit one (1) reproducible copy and Microsoft Excel spreadsheet electronic version of the Construction Schedule and Material Status Report within five (5) days of award of the Contract. Material Status Report shall be prepared in accordance with the requirements of Part 2 of Section. Contract to provide the Schedule and Materials Status Report in an electronic format to Consultant.
- C. Periodic Reports: An updated Construction Schedule and Material Status Report shall be submitted on the first working day of each week.

1.04 TIME OF COMPLETION

- A. General: The Contractor will complete the Work within the time set forth in the Contract. Unless otherwise specified, the time of completion of the Contract will be expressed in Working days.
- B. Working Day: A Workday is any day within the period between the start of the Contract time and the date provided in the Contract for completion, other than:
 1. Saturday, Sunday or any day designated as a National Holiday.
 2. Any day the Contractor is prevented by Owner from working.
 3. Weather delays due to wet conditions excluded.
- C. Contract Time Accounting: The Consultant will make a daily determination of each Working day to be charged against the Contract time.
- D. Starting of Contract Time: The Contract starting time will be the date the Notice to Proceed is issued.
- E. Non-Complying Work: Neither the final certificate of payment nor any provision in the Contract Document, nor partial or entire occupancy of the premises by Owner, will constitute approval of Work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship.

PART 2 - PRODUCTS

2.01 CONSTRUCTION SCHEDULE

- A. The Construction Schedule shall graphically depict the order of all portions of the Work necessary to complete the project, along with the sequence in which each portion of the Work shall be performed. The Construction Schedule shall include, but is not limited to:

1. General Conditions
 - a. Submittals and approvals of Show Drawings and Samples;
 - b. Procurements of material and equipment
2. Project mobilization.
3. Interior Protection;
4. Membrane Installation: Demolition and installation of new materials to watertight condition daily;
5. Flashing installation;
6. Sheet metal installation
7. Final clean up;
8. Final inspection and testing.
9. All activities deemed necessary by the Owner or Consultant that affect progress, required dates for completion, or both, for all or each portion of the Work.

2.02 MATERIAL STATUS REPORT

- A. Format: Contractor's Standard Materials Status Report shall be acceptable if the Owner or Consultant determines the report provides sufficient data to determine that material procurement flow is acceptable for the Work.
- B. Contents: The following information, as a minimum, shall be provided.
 1. Description of item listed in accordance with Section number containing the item.
 2. Purchase order number and date of issue.
 3. Vender name.
 4. Date shipped and shipping mean utilized.
 5. Estimated date of arrival at the job site.
 6. Actual date of arrival at job site and receiving report number.

PART 3 – EXECUTION

3.01 GENERAL

- A. Schedule and supervise work crews so that the area of roofing begun one day is completely finished before leaving the job site that day. The definition of daily-completed roofing will be as agreed to in the Pre-Construction Conference and all flashings within and adjoining the membrane.
- B. Schedule work to coincide with new roofing work. All existing roofing removed shall be replaced with new roofing in watertight condition each day. All decking or building components exposed by demolition shall be put in a watertight condition each day.
- C. Provide a schedule describing demolition removal procedures, staging and schedule.
- D. Provide the Owner with sufficient advance notice when planning to work outside of normal hours so that Owner's consultant, personnel, security forces, and other interested parties may be advised.

3.02 HOURS OF WORK

- A. Hours of Work will be stated in the Supplemental Conditions or as clarified during Pre-Bid Conferences. In general, hours of Work will coincide with store operations to the extent that no disruption of store operations or the surrounding neighborhood will be allowed.
- B. To permit proper coordination of access for Contractor Work, required inspections and store operations, the Contractor's regular Work schedule will be specific for start and end times of various job phases each day (removal, reroofing, crew change, hauling, etc.). Any

changes will be coordinated in advance with the Consultant, Troy School District Project Manager and Store Management.

3.02 SEQUENCE OF WORK

- A. Beginning of Work: The contractor will not mobilize for the job, deliver any materials or start any Work on the project site prior to receipt of a written Notice to Proceed.
 - 1. A Notice to Proceed will be issued only following receipt and approval of all Submittals as required in Section 01 33 00 Submittals.
 - 2. The issuance of Notice to Proceed will constitute the Contractor's authority to enter upon site of the Work and begin operations provided he/she has also notified the Consultant at least forty-eight (48) hours in advance.
- B. Starting Work:
 - 1. The Contractor may start Work at any time after the Notice to Proceed is issued or at such other time as may be indicated in the Special Project Conditions. The actual date on which the Contractor starts Work will not affect the required time for completion.
- C. Work Sequence:
 - 1. If required by the Supplemental Conditions, the Contractor will start construction operations on that part of the project designated by the Consultant.
- D. Resources Required:
 - 1. The Work will be conducted in such a manner and with sufficient materials, equipment and labor to ensure its completion in accordance with the Plans and Specification within the time set forth in the Contract.
- E. It is expressly understood and agreed that failure by Owner to exercise the option to either order the Contractor to expedite an activity or to expedite the activity by other means will not be considered precedent setting for any other activities.

3.03 DELAYS AND EXTENSION OF TIME

- A. General:
 - 1. If delays are caused by unforeseen events beyond the control of the Contractor, such delays will entitle the Contractor to an extension of time as provided herein, but the Contractor will not be entitled to damages or additional payment due to such delays. Such unforeseen events may include war, government regulations, labor disputes, strikes, fire, floods, adverse weather necessitating cessation of Work, other similar actions of the elements, inability to obtain materials, equipment or labor, required extra Work, or other specific events as may be further described in the Specification.
 - 2. No extensions of time will be granted for a delay caused by the Contractor's inability to obtain materials unless the Contractor furnishes to Owner documentary proof of the inability to obtain such materials in a timely manner in accordance with the sequence of the Contractor's operations and the approved construction schedule.
 - 3. If delays beyond the Contractor's control are caused by events other than those mentioned above, but substantially equal in gravity to those enumerated and an extension in time is deemed by the Consultant to be in the best interests of Owner, an extension of time may be granted, but the Contractor will not be entitled to damages or additional payment due to such delays.
 - 4. If delays beyond the Contractor's control are caused solely by action or inaction by Owner, such delays will entitle the Contractor to an extension of time as provided in the contract documents.
- B. Extension of Time

1. Extensions of time, when granted, will be based upon the effects of delays to the project as a whole and will not be granted for non-controlling delays to minor included portions of Work unless it can be shown that such delays did, in fact, delay the progress of the project as a whole.
- C. Written Notice and Report
1. If the Contractor desires an extension of time, he/she will provide Owner, through the Consultant, a written request and report as to the cause and extent of the delay. The request for extension must be made at least fifteen (15) days before the specified completion date. Failure by the Contractor to file these items within the time specified will be considered grounds for refusal by Owner to consider such request.
- D. Documentation of Delays
1. When the Contractor requests an extension of time for delay due to inability to obtain materials or equipment, his/her report will include the following:
 - a. Date Owner was notified of potential delay.
 - b. Date requested to start the delay.
 - c. Exact description of material or equipment causing delay.
 - d. Documentation showing when and from whom ordered.
 - e. Documentation of promise to deliver.
 - f. Documentation of actual delivery date.
 - g. Description of how late delivery will cause delay.
 - h. Documentation of measures taken to obtain prompt delivery.
 - i. Documentation of attempts to obtain delivery from other sources.
 - j. Description of steps taken in project scheduling to minimize effects of late delivery.
 - k. Description of steps to be taken to get project back on schedule after actual delivery.
 - l. Statement of actual time lost as a result of late delivery.

END OF SECTION 01 32 00/ CONSTRUCTION SCHEDULE

SECTION 01 32 13

WEBSITE & DOCUMENTS

PART 1 – GENERAL

1.01 SUMMARY

- A. **Contract Documents:** Including, but not limited to; the Contract, Addenda (which pertains to the Contract Document), invitation to Bids, instruction to the Bidders; Bid (including documentation submitted prior to the Notice of Award), when attached as an exhibit to the Contract, the bonds, the General Conditions, permits from other agencies, the Supplemental Conditions, Drawings, General and Technical Specifications, and all Project Website information and documentation; and, all Contract Modifications (Change Orders, Unit Pricing) issued after the execution of the Contract.
- B. Contractor shall maintain one full copy of Contract Documents on the Job Site at all times during performance of any work.
 - 1. Failure of proper installation by the contractor, due to unavailability of Contract Specifications or Drawings on the roof, constitutes negligence.
 - 2. The Consultant/Observer will have access to the site copy of documents at all times.
- C. Contractor shall maintain a minimum of one worker who can read and interpret all contract documents on site at all times.
- D. Contractor shall maintain a minimum of one worker who can access and use the WeatherTech project website location dedicated to the Project at all times during the performance of the Contract.
- E. Contractor shall maintain an accurate record of all quantities, locations, progress and changes in the Contract Work as described in Part 3 of this Section.
- F. Contractor shall maintain all required Website documentation daily during performance of the Contract.
- G. Contractor shall transfer the recorded changes to a set of Project Contract Documents and Project Website location upon Work completion, as described in Part 3 of this Section.
- H. Contractor shall provide and maintain a color photographic record of all conditions of work specified for reroofing, repair, unit pricing and all probe openings.

1.02 USE

- A. The Drawings, Specification and other Contract Documents in Project Website are intended to be complementary and cooperative and to describe and provide for a complete project. Anything contained in the Specifications but not shown on the Drawings, or shown on the Drawings and not enumerated in the Specifications, will be construed to be as though shown or referenced in both documents and website. Anything contained on the website but not shown in the Specifications and Drawing will be construed to be as though shown on all three Contract Documents.
- B. The division of the Drawings into separate depictions, views, sections or sheets and the division of the Specifications into paragraphs, divisions and sections are for the ease of reference only and does not imply a division of the work between trades or subcontractors.

- C. The presentation of information and use of the Project Website are intended to be complementary to the written Drawing and Specifications and completion of the Work.
- D. Titles or names given to, or accompanying, the various divisions, sections, tabs and paragraphs of the specifications and website are provided for the reader's convenience and/or ease of reference only and are not intended to limit or restrict by inference the content of the accompanying division, section, or paragraph in writing or on the website.

1.03 QUALITY CONTROL

- A. The roofing contractor's appointed Quality Controller shall be responsible for maintenance of Project Contract Documents and Website.
- B. Accuracy: All inspections and work within Project Contract Documents shall be entered on each Drawing and/or other documents including the Project Website required to properly show the Project Contract Documents may reasonably rely on information obtained from the approved project Contract Documents.
- C. Timing: All entries shall be recorded within twenty-four (24) hours of receipt of information, inclusive of recording of all locations, quantities, and other pertinent information. All entries on Project Contract Documents shall be initialed and dated. The Project Website tracks entries when Contractor personnel log on to the website.

1.04 SUBMITTALS

- A. General: Owner or Consultant's approval of Project Contract Documents will be necessary prior to the Owner's approval of Payment Applications and final payment under the Contract.
- B. Progress Submittals: Each request for progress payment shall contain Owner or Consultant's approval of Project Contract Documents including Website documentation.
- C. Final Submittal: The final Project Contract Documents and Website content shall be submitted according to Section 01 77 00 prior to submittal of final payment request.

1.05 PROJECT DOCUMENT HANDLING

- A. Project Contract Documents shall be maintained from deterioration and/or loss and damage until completion of the Work and transfer to Final Project Contract Documents. In the event of loss, Contractor shall use all necessary means to secure the data in the satisfaction of Owner or Consultant, inclusive of removal and replacement of materials. In such cases, replacement shall be in accordance with specific requirement.

1.06 PROJECT WEBSITE

- A. Project Website at www.wtcg.net shall be maintained to avoid damage from viruses and other forms electronic vandalism. In the event of loss, Contractor shall use all necessary means to secure the data in the satisfaction of Owner or Consultant, inclusive of removal and replacement of materials. In such cases, replacement shall be in accordance with specific requirement.

PART 2 – PRODUCTS

Not Used.

PART 3 – EXECUTION

3.01 PROJECT DOCUMENTS AND WEBSITE

- A. Identification: Each set of Project Contract Documents shall be titled "Project Documents – Job Set."
- B. Maintenance
 - 1. Contractor shall provide Owner or Consultant with written method for protection of Project Contract Documents.
 - 2. Job Set Project Contract Documents shall not be used for any purpose other than recording new data and review by Owner or Consultant prior to transfer of data to Final Project Contract Documents.
 - 3. Job Set Project Documents and Project Website shall be maintained during the progress of the Work until transfer of data to Final Project Contract Documents.
 - 4. Project Website shall be updated every day with required information according to the Contract Documents.
- C. Entries on Drawings: All entries on Drawings shall be made by use of erasable colored pencil (ink or indelible pencil shall not be permitted). All entries shall clearly indicate location and quantities as required and shall be dated. In the event of overlapping changes, different colors may be used for each of the entries.
- D. Entries on Other Documents
 - 1. Clearly indicate all changes in the Work requested by Owner or Consultant.
 - 2. All changes in the Work caused by Contractor-originated proposal, approved by the Owner or Consultant (including Contractor errors approved by Owner or Consultant), shall be clearly indicated in erasable colored pencil.
 - 3. All entries as approved by Owner or Consultant shall be made in the pertinent Document or on the Project Website.
- E. Accuracy: Installed items shall be located by use of all means necessary, including the use of proper tools for measurements.

3.02 FINAL PROJECT CONTRACT DOCUMENTS

- A. The Final Project Documents shall be submitted according to Section 01 77 00.
- B. The Project Website shall have full and complete entries and ready for electronic database archiving.

END OF SECTION 01 32 13/ WEBSITE & DOCUMENTS

SECTION 01 33 00

SUBMITTALS

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. Troy School District submittal requirements for contractor bid submission and qualification.
- B. Submittal procedures requirements using the Project Website www.wtcgproject.net.
- C. Submittal Schedule:
 - 1. Pre-Bid
 - 2. Bidding
 - 3. Preconstruction
 - 4. Job Start
 - 5. Daily Construction
 - 6. Construction
 - 7. Post Construction

1.02 SUBMITTAL PROCEDURES

- A. The roofing contractor is responsible for processing, submitting and confirming approval of all specified submittals.
- B. **No work requiring a submittal shall be started without written approval by Owner or Consultant or specific waiver from Owner.**
- C. All submittals shall be electronically uploaded onto the Project Website by the Contractor at www.wtcgproject.net.
 - 1. NO PAPER OR PRODUCT SUBMITTALS WILL BE ACCEPTED UNLESS SPECIFICALLY REQUESTED IN THE CONTRACT DOCUMENTS.
 - 2. SAMPLES FOR ALL COLOR SELECTIONS ARE REQUIRED.
- D. Transmittal: Upload submittals in accordance with Project Website schedule and in such sequence to avoid delay in the work or work of other contracts or sections.
- E. Number of Submittals Required: USE ONLY WHEN HARD COPY INFORMATION IS REQUESTED.
 - 1. Shop Drawings: Upload one drawing for approval. Upload one CAD file and one drawings when approved.
 - 2. Product Data: Upload the number information required in each section of the Specifications.
 - 3. Samples: Submit the number required in each section of Specifications but in no instance less than three (3). Submit applicable Product Data with Samples.
- F. Submittals Schedule (Part 4 of this Section): List of submittals and time requirements for scheduled performance of related construction activities.
- G. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.

2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Consultant reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- H. Processing Time: Allow enough time for submittal review, including time for re-submittals, as follows. Time for review shall commence on Consultant's receipt of submittal.
 1. Initial Review: Allow seven (7) days for initial review of each submittal. Allow additional time if processing must be delayed to permit coordination with subsequent submittals. Consultant will advise Contractor when submittal being processed must be delayed for coordination.
 2. Allowing procedure in subparagraph below may cause tracking problems for Consultant and Construction Manager, if any. Delete if not allowed. See Evaluations.
 3. If intermediate submittal is necessary, process it in same manner as initial submittal.
 4. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing.
- I. Distribution: Furnish copies of final approved submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- J. Use for Construction: Use only final submittals with mark indicating action taken by Consultant in connection with construction.

1.03 RESUBMITTALS

- A. Make resubmittals under procedures specified for initial submittals; identify changes made since previous submittal.
- B. Shop Drawings, Product Data:
 1. Revise initial drawing or data and resubmit as specified for the initial submittal.
 2. Clearly, indicate any changes which have been made.
 3. When approved "as noted", correct and resubmit as specified for the initial Shop Drawings and Product Data.
- C. Samples: (ONLY REQUIRED AS STATED IN 1.03 B. 2) Submit new samples as specified for the initial submittal.
- D. Processing Time: Allow seven (7) days for processing each re-submittal.

PART 2 - PRODUCTS

2.01 ACTION SUBMITTALS

- A. General: Prepare and upload Action Submittals required by individual Specification Sections.
 1. Upload submittal online, unless otherwise indicated. Consultant will post response online. Mark up and retain one returned copy as a Project Record Document.
 2. Upload each submittal, as follows, unless otherwise indicated:
 3. Hard Copy Submittals and Samples: (only where requested) all other submittals shall be uploaded to website.
 - a. Initial Submittal: Submit a preliminary single copy of each submittal where selection of options, color, pattern, texture, or similar characteristics is required. Consultant will return submittal with options selected.
 - b. Final Submittal: Submit three copies, unless copies are required for operation and maintenance manuals. Consultant will retain two copies; remainder will be

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

2.02 INFORMATIONAL SUBMITTALS

- A. General: Prepare and submit online Informational Submittals required by other Specification Sections.
 - 1. Upload each submittal, unless otherwise indicated. Consultant will not return copies.
 - 2. Certificates and Certifications: Provide a notarized statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.

PART 3 - EXECUTION

3.01 GENERAL:

- A. Submittals at all phases of the Contract shall be uploaded to the Project Website www.wtcgproject.net.
- B. All submittals will be evaluated and stamped electronically.
 - 1. Contractor will be notified electronically of approval status as "Approved, Approved as noted, Not subject to review, No action required, Revise / Resubmit, Rejected / Resubmit or Approved as noted / Resubmit".

3.02 CONTRACTOR'S REVIEW

- A. Review each submittal and check for compliance with the Contract Documents. Note corrections and field dimensions.
 - 1. Submitting a submittal indicated the contractor has approved submittals with any noted corrections and qualifications.
- B. Approval Stamp: When uploading information not taken from the website. Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.03 CONSULTANT'S ACTION

- A. General: Consultant will not review uploaded submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: Consultant will review each submittal, and note on Project Website approval status and may make marks to indicate corrections or modifications required, and return it.
- C. Informational Submittals: Consultant will review each submittal and will not return it, or will reject and note on Project Website approval and may return it if it does not comply with requirements.
 - 1. Consultant will forward each submittal to appropriate party.
- D. Submittals not required by the Contract Documents will not be reviewed and may be discarded.

PART 4 – SUBMITTAL SCHEDULE

4.01. PRE-BID SUBMITTALS

- A. **Request for Qualifications (RFQ):** Contractor information. **NOTE:** Four lowest bidders will be contacted to provide RFQ information.
1. Submit: Online form Website/ Bidder Home Page/ Submit/Edit Request for Qualification
 2. Requirements: Must be submitted by all new contractors not previously approved and all contractors receiving contracts for current year. *Section 00 01 13 Instructions to Bidders TSD version.*
 3. Type: Informational
 4. Approval: Owner
 - a. Review: Consultant
 5. Notification: Post Bid
 6. Location: Website/ Bidder Home Page/ Submit/Edit Request for Qualification.

4.02. BID SUBMITTALS

- A. **Refer to SECTION 00 01 13 Instructions to Bidders**

4.03 CONTRACT SUBMITTALS

- A. **Insurance Certificate:**
1. Submit: To TSD
 2. Type: Informational
 3. Requirements: Meets Insurance Requirements *Section 00 73 16 Supplemental Conditions*
 4. Approval: Owner;
 5. Notification: Pre-Contract
 6. Location: Contractor provided from Insurance supplier;
6. Location: Website/ Bidder Home Page/ Project Bid Portfolio/ Documents Tab/ Bid Documents
- B. **Subcontractors List:**
1. Submit: Online form under Project Construction Portfolio/ Submittals Tab
 2. Type: Action
 3. Approval: Owner
 - a. Review: Consultant
 4. Notification: Post Bid
 5. Location: Website/ Bidder Home Page/ Project Bid Portfolio/ Documents Tab/ Bid Documents/ *Section 00 43 36 Subcontractors List*

4.04 PRE-CONSTRUCTION SUBMITTALS

- A. **Roofing Manufacturers Certification Attachment A Section 075400**
1. Submit: Upload to WT/SW website
 2. Type: Informational
 3. Requirements: 20 year roof system performance. Signed off by membrane materials supplier.
 4. Approval: Consultant;
 5. Notification: Prior to Notice to Proceed
 6. Location: Website/ Bidder Home Page/ Project Bid Portfolio/ Documents Tab/ Bid Documents/ *Roofing Section from selected roof system*

B. Schedules of Values:

1. Submit: Online form under Bidder Home page/Project Construction Portfolio/ Submittals Tab
2. Type: Informational;
3. Requirement: Completion of online form;
3. Approval: Owner
 - a. Review: Consultant
4. Notification: Prior to Notice to Proceed.
5. Location: Website/ Bidder Home Page/ Project Construction Portfolio/Submittals tab

C. Materials List:

1. Submit: Online form under Bidder Home page/Project Construction Portfolio/ Submittals Tab
2. Type: Informational
3. Requirement: Meets requirements of applicable roofing section.
4. Approval: Owner
 - a. Review: Consultant
5. Notification: Prior to Notice to Proceed.
6. Location: Website/ Bidder Home Page/ Project Construction Portfolio/ Documents Tab/ Bid Documents/ *Roofing Section from selected roof system*

D. Insulation Fastening Pattern:

1. Submit: Upload under Bidder Home page/Project Construction Portfolio/ Submittals Tab
2. Type: Informational
3. Requirement: Roof Plan Perimeter, Corner and Field Attachment per Sections 07 22 50 and 07 53 00
4. Approval: Consultant
5. Notification: Prior to Notice to Proceed.
6. Location: Website/ Bidder Home Page/ Project Bid Portfolio/ Documents Tab/ Bid Documents/ *Roofing Section from selected roof system*

E. Tapered Insulation Fastening Pattern:

1. Submit: Upload under Bidder Home page/Project Construction Portfolio/ Submittals Tab
2. Type: Informational
3. Requirement: Roof Plan layout tapered insulation per Sections 07 22 00 and 07 22 50
4. Approval: Consultant
5. Notification: Prior to Notice to Proceed.
6. Location: Website/ Bidder Home Page/ Project Bid Portfolio/ Documents Tab/ Bid Documents/ *Section 07 22 00 or 07 22 50 Roof Insulation for BUR or Single-ply*

F. Membrane Fastening Pattern:

1. Submit: Upload under Bidder Home page/Project Construction Portfolio/ Submittals Tab
2. Type: Informational
3. Requirement: Roof Plan Perimeter, Corner and Field Attachment per roofing *Sections 07 53 00 Thermoplastic Single-ply Roofing.*
4. Approval: Consultant
5. Notification: Prior to Notice to Proceed.
6. Location: Website/ Bidder Home Page/ Project Bid Portfolio/ Documents Tab/ Bid Documents/ *Roofing Section from selected roof system*

G. Building Permits:

1. Submit: Upload under Bidder Home page/Project Construction Portfolio/ Submittals Tab
 2. Type: Informational
 3. Requirement: Statutory permits and mandatory authorizations. Post on site.
 4. Approval: Consultant
 5. Notification: Prior to Notice to Proceed.
- H. **Construction Schedule:**
1. Submit: Online form under Bidder Home page/Project Construction Portfolio/ Submittals Tab
 2. Type: Informational
 3. Requirement: Input all phases of time related activities on form as required by Section 01 32 00 Construction Schedule
 4. Approval: Owner
 - a. Review: Consultant
 5. Notification: Prior to Notice to Proceed.
 6. Location: Website/ Bidder Home Page/ Project Bid Portfolio/ Documents Tab/ Bid Documents/ *Section 01 32 00 Construction Schedule*
- I. **Safety Manual:**
1. Submit: Copy of contractor Safety Manual noted on record by Consultant and Owner at Pre-Construction Conference maintain on site. Upload electronic version of manual. Bidder Home page/Project Construction Portfolio/ Submittals Tab.
 2. Type: Informational
 3. Requirement: Section 01 35 00 Safety
 4. Notification: Prior to Notice to Proceed.
- J. **Material Safety Data Sheets:**
1. Submit: Copies of contractor MSDS documents noted on record by Consultant and Owner at Pre-Construction Conference maintain on site.
 2. Type: Informational
 3. Notification: Prior to Notice to Proceed.
- K. **Shop Drawings:**
1. Submit: Upload under Bidder Home page/Project Construction Portfolio/ Submittals Tab.
 2. Type: Informational
 3. Requirement: Required details from contractor as requested.
 4. Approval: Consultant
 5. Notification: Prior to Notice to Proceed.
 6. Location: Website/ Bidder Home Page/ Project Bid Portfolio/ Documents Tab/ Bid Documents/ *Roofing Section from selected roof system and Sheet Metal Section 07 62 00*
- L. **Color Samples: All materials with specified colors or matching existing colors must have samples submitted for approval by Consultant and Owner**
1. Submit: Number of required in each section of Specifications but in no instance less than three (3).
 2. Type: Action: Written approval by Owner
 3. Approval: Owner
 - a. Review: Consultant
 4. Notification: Prior to Notice to Proceed.
 5. Location: Website/ Bidder Home Page/ Project Bid Portfolio/ Documents Tab/ Bid Documents/ *Roofing Section from selected roof system and Sheet Metal Section 07 62 00*
- M. **Interior Protection Plan:**

1. Submit: Upload under Bidder Home page/Project Construction Portfolio/ Submittals Tab.
2. Type: Informational
3. Requirement: As detailed in Section 01 50 00 Temporary Protection, Facilities and Controls. Plan indicating how and where agreed upon protection will take place.
4. Approval: Owner.
 - a. Review: Consultant;
5. Notification: Prior to Notice to Proceed.

N. ***Logistics Plan:***

1. Submit: Upload under Bidder Home page/Project Construction Portfolio/ Submittals Tab.
2. Type: Informational
3. Requirement: As detailed in Section 01 50 00 Temporary Protection, Facilities and Controls. Plan indicating how and where agreed upon protection will take place.
4. Approval: Owner.
 - a. Review: Consultant;
5. Notification: Prior to Notice to Proceed.

4.05 JOB START SUBMITTALS:

A. ***Quality Control Check List No 1:***

1. Submit: Online form under Bidder Home page/Project Construction Portfolio/ Submittals Tab.
2. Type: Informational
3. Requirement: Section 01 33 26 Quality Control including confirmation of drainage.
4. Approval: Consultant
5. Notification: Prior to start of construction.
6. Location: Website/ Bidder Home Page/ Project Bid Portfolio/ Documents Tab/ Bid Documents/ *Section 01 33 26 Quality Control.*

B. ***Existing Conditions:***

1. Submit: Online form under Bidder Home page/Project Construction Portfolio/ Submittals Tab.
2. Type: Informational
3. Requirement: As detailed in Section 01 33 26 Quality Control. Contractor to document all pre-existing conditions and damage impacting Work.
4. Approval: Owner
 - a. Review: Consultant
5. Notification: Prior to start of Construction.
6. Location: Website/ Bidder Home Page/ Project Bid Portfolio/ Documents Tab/ Bid Documents/ *Section 01 33 26 Quality Control.*

4.06 DAILY CONSTRUCTION SUBMITTALS:

A. ***Roof Construction Diagram:***

1. Submit: Upload under Bidder Home page/Project Construction Portfolio/ Submittals Tab.
2. Type: Informational
3. Requirement: Upload roof plan with work completed daily.
4. Location: Website/ Bidder Home Page/ Project Bid Portfolio/ Documents Tab/ Bid Documents/ *Section 01 33 26 Quality Control.*

B. ***Roof Contractor Daily Report***

1. Submit: Online form under Bidder Home page/Project Construction Portfolio/ Submittals Tab.
2. Type: Informational

3. Requirement: Daily form of work completed.
4. Location: Website/ Bidder Home Page/ Project Bid Portfolio/ Documents Tab/ Bid Documents/ *Section 01 33 26 Quality Control.*

C. **Quality Control Checklist No 2:**

1. Submit: Online form under Bidder Home page/Project Construction Portfolio/ Submittals Tab.
2. Type: Informational
3. Requirement: Each event when samples of the roof membrane are taken during the
4. Notification: Prior to start of construction.
5. Location: Website/ Bidder Home Page/ Project Bid Portfolio/ Documents Tab/ Bid Documents/ *Section 01 33 26 Quality Control.*

4.07 UNIT PRICING

A. **Unit Pricing Report:**

1. Submit: Use online Change Order Request form and photo uploads under Bidder Home page/Project Construction Portfolio/ Submittals Tab.
2. Type: Informational
3. Requirement: As detailed in Section 01040 Changes to Work for unit work completed as detailed in Contract Documents.
4. Notification: Issuance of an approved Change Order
5. Location: Website/ Bidder Home Page/ Project Bid Portfolio/ Documents Tab/ Bid Documents/ *Section 01 14 16 Coordination.*

4.08 CHANGE ORDERS

A. **Change Order Request:**

1. Submit: Online form and photo uploads under Bidder Home page/Project Construction Portfolio/ Change Order.
2. Type: Action
3. Requirement: As detailed in Section 00 90 00 Modifications prior to completing any work outside the scope of the Contract Documents, beyond agreed to allowances for Unit Pricing items Contractor required to submit.
4. Approval: Owner
 - a. Review: Consultant
5. Notification: Prior to starting any additional work or unit work beyond allowances.
6. Location: Website/ Bidder Home Page/ Project Bid Portfolio/ Documents Tab/ Bid Documents/ *Section 00 90 00 Modifications.*

4.09 SUBSTANTIAL COMPLETION

A. **Certificate of Substantial Completion**

1. Submit: Use online Change Order Request form and photo uploads under Bidder Home page/Project Construction Portfolio/ Submittals Tab.
2. Type: Action; Consultant to schedule Punch List Inspection.
3. Requirement: As detailed in Section 01 77 00 Closeout. Complete all punch list correction items and contractor sign off.
4. Approval: Consultant
5. Notification: Prior to Punch List Inspection.
6. Location: Website/ Bidder Home Page/ Project Bid Portfolio/ Documents Tab/ Bid Documents/ *Section 01 77 00 Closeout.*

B. **Punch List:**

1. Submit: Upload form and photo uploads under Bidder Home page/Project Construction Portfolio/ Punch List.
2. Type: Action; Consultant to approve in writing.

3. Requirement: As detailed in Section 01 33 26 Quality Control. Complete all punch list correction items and contractor sign off.
4. Approval: Consultant
5. Notification: Prior to final Pay Application submittal and demobilizing from site.
6. Location: Website/ Bidder Home Page/ Project Bid Portfolio/ Documents Tab/ Bid Documents/ *Section 01 33 26 Quality Control.*

C. ***Flood Test***

1. Submit: Upload form under Bidder Home page/Project Construction Portfolio/ Submittals Tab.
2. Type: Action; Scheduled during Punch List Inspection.
3. Requirement: As detailed in Section 01 77 00 Closeout.
4. Approval: Consultant
5. Notification: Prior to Punch List Inspection.
6. Location: Website/ Bidder Home Page/ Project Bid Portfolio/ Documents Tab/ Bid Documents/ *Section 01 77 00 Closeout.*

D. ***Performance Agreement/Conformance Statement:***

1. Submit: Upload form under Bidder Home page/Project Construction Portfolio/ Submittals.
2. Type: Informational.
3. Requirement: As detailed in Section 01 33 26 Quality Control. Complete Performance/Conformance Statement and sign.
4. Approval: Owner
 - a. Review: Consultant
5. Notification: Prior for final payment.
6. Location: Website/ Bidder Home Page/ Project Bid Portfolio/ Documents Tab/ Bid Documents/ *Section 01 33 26 Quality Control.*

4.10 PAY APPLICATIONS

A. ***Pay Applications:***

1. Submit: To WT
2. Type: Action: Consultant to review and recommend to TSD.
3. Requirement: Complete AIA 702 and 703 Forms, *Section 01 29 00 Payment Procedures.*
4. Approval: WT
 - a. Review: Consultant
5. Notification: For payment of work.
6. Location: Download form under Bidder Home page/Project Construction Portfolio/ Submittals Tab/ *Section 01 29 00 Payment Procedures*

B. ***Lien Waiver Forms:***

1. Submit: To WT
2. Type: Informational
3. Requirement: Complete TSD Lien Waiver Forms, *Section 00 04 01 Lien Waiver Forms*
4. Approval: TSD/WT
5. Notification: For payment of work.
6. Location: Download form under Bidder Home page/Project Construction Portfolio/ Submittals Tab/ *00 04 01 Lien Waiver Forms.*

4.11 CLOSE OUT – Documentation to be submitted to TSD

A. ***Final Payment:***

1. Submit: To WT
2. Type: Action: Consultant to review and recommend to TSD.

3. Requirement: Compete AIA 702 and 703 Forms, *Section 01 29 00 Payment Procedures*
4. Approval: TSD/WT
 - a. Review: Consultant
5. Notification: For final payment of work and close of contract.
6. Location: Download form under Bidder Home page/Project Construction Portfolio/ Submittals Tab/ *Section 01 29 00 Payment Procedures*

B. *Unconditional Lien Waiver Forms:*

1. Submit: To WT
2. Type: Informational
3. Requirement: Compete TSD Unconditional Lien Waiver Forms, *Section 00 04 01 Sworn Statement Form*
4. Approval: TSD/WT
5. Notification: For final payment of work and close of contract.
6. Location: Download form under Bidder Home page/Project Construction Portfolio/ Submittals Tab/ *Section 00 0401 Sworn Statement Form*

C. *Consultant and Owner Signed Punch List*

1. Submit: To WT
2. Type: Informational
3. Requirement: Signed punch list acknowledging receipt and contractor has indicated all punch list items are complete.
4. Approval: WT/TSD
5. Notification: For final payment of work and close of contract.
6. Location: Download form under Bidder Home page/Project Construction Portfolio/ Submittals Tab/ *Section 01 33 26 Quality Control.*

D. *Signed Off Building Permit*

1. Submit: To WT
2. Type: Informational
3. Requirement: Signed building permit from local building code authority.
4. Approval: TSD/WT
5. Notification: For final payment of work and close of contract.
6. Location: Local building department.

E. *Roofing Manufacturer's Warranty*

1. Submit: To. WT
2. Type: Informational
3. Requirements: 20 year NDL materials and installation roof system warranty/guarantee. Signed off by membrane materials supplier.
4. Approval: WT/TSD;
5. Notification: For final payment of work and close of contract
6. Location: Previously executed Certification for Preconstruction Conference with original signature.

END OF SECTION

SECTION 01 33 26

QUALITY CONTROL

PART 1 – GENERAL

1.01 GENERAL REQUIREMENTS

- A. Contractor shall maintain on site quality control over products, services, site conditions, safety and workmanship to produce work of specified quality.
- B. Contractor shall arrange with Material Manufacturer(s) to provide qualified personnel to instruct the Contractor's Crew, Project Manager, Consultant(s), and any other parties designated by the Owner on the proper handling, installation, and maintenance of materials. Instruction shall be performed prior to beginning installation of roofing/waterproofing system or at immediate start of installation.

This item will be strictly enforced and is the responsibility of the Contractor.

- C. Contractor shall arrange with Material Manufacturer(s) to provide qualified personnel to observe field conditions and material installation when field work is in progress. The site visits by the Representative of the Materials Manufacturer shall be of sufficient length and/or frequency to assure that completed work qualifies for specific certifications. Manufacturer's representative shall submit written reports to the Owner or Consultant listing observations and recommendations.
- D. Contractor shall provide a complete set of Drawings, Shop Drawings, and Specifications at a designated location of the project at all time for the use of all parties.
- E. Owner reserves the right to retain the services of an independent representative to provide full-time or part-time monitoring of the work. Testing may be performed by the representative to determine any deficiencies in the work and/or confirm requirements of the Contract Documents.
- F. Cost of the Owner's Consultant will be borne by the Owner until the date stated in the Construction Contract for completion of work or as stipulated in the Contract documents. The cost of any monitoring/testing services required after this period of time due to Contractor-controlled non-performance shall be borne by the Contractor. Items such as weather, strike, material production delays, work of other trades, change in scope of work, etc. are not considered within control of the Contractor. Insufficient

crew size, inexperienced crew, delays in material ordering, application of materials/systems in violation of specified requirements, priority of other work, etc. are considered within the control of the Contractor.

- G. If full-time monitoring is selected, all of the work shall be performed in the presence of the Owners Consultant. Any work performed without said presence may be rendered unacceptable.
- H. Contractor shall be required to notify the Owner or Consultant a minimum twenty-four (24) hours prior to cancellation of any operations, weather conditions permitting.
- I. Work found to be in violation of the Contract Documents or Manufacturer's specifications, or not in conformance with acceptable work/performance standards, shall be subject to rejection including complete removal and replacement with new material at the Contractor's expense.
- J. If employed full-time the Owner's Consultant shall document installed quantities of those materials bid on a unit basis, as well as other materials. These quantities in consort with the Contractor's records will be used as a basis of payment.
- K. The Owner's Consultant, if independent, is not an agent of the Owner and, therefore cannot enter the Owner into any contractual arrangement with the Contractor.
- L. Maintain at least one (1) foreman/supervisor on the project site with full knowledge, expertise and authority to direct on site operations. An English speaking representative must be on site at all times.

1.02. Submittals

- A. Submit Quality Control Checklist #1 as required in paragraph 1.03 of this section.
- B. Submit Quality Control Checklist #2 as required in paragraph 1.03 of this section.
- C. Submit roof plan with completed work each day as required in paragraph 1.03 of this Section.

1.03. CONTRACTOR

- A. Roofing Contractor: Contractors are only those who have pre-qualified with Owner previously on the WeatherTech website.
- B. Roofing contractor shall designate a Quality Controller for the project to perform the following duties on behalf of the roof contracting firm:
 - 1. Use adequate number of skilled workmen who are thoroughly trained

and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work in this section.

2. Attending pre-construction roofing conference.
3. Prior to starting any roofing work submit *Quality Control Inspection Check List # 1 Pre-Construction Activities*, Attachment A and submit to WeatherTech.
4. Daily: Submit to WeatherTech.
 - a. When requested remove a roof sample (as requested by WeatherTech), complete *Quality Inspection Check List # 2* Attachment B – Single-ply Roof Systems and forward sample to WeatherTech Consulting offices.
 - b. Supply roof plan with work completed and roof sample location.
5. Each day, inspecting the work in progress and performing tests as necessary to provide assurance that the work for each day is done as required by the Contract.

C. Variances:

1. Should Owner, Owner's representative, WeatherTech personnel, contractor (General Contractor if applicable), building code official indicate variances in contractor's work:
 - a. Immediately stopping work practices that might damage the roof system or that oppose the intent of the Contract.
 - b. Solicit direction for correction of defects and violations of Contract requirements. Owner, WeatherTech and/ or building code official must accept in writing the arrangements and corrections before they are carried out.
 - c. Delay the application of any surfacing materials in the affected area of work.
 - d. Do not build upon or tie into work that varies from the specification. Any such work is subject to rejection.
 - e. Immediately notify the primary membrane manufacturer of the variance and request his opinion concerning the roof system's acceptability and any required corrective action.
 - f. Notify the Owner, WeatherTech and building code official (if building code variance) of the primary membrane manufacturer's recommendation.
 - g. If the recommended corrective action is approved in writing by the Owner, WeatherTech and/or building official in writing then the contractor can proceed with the primary membrane manufacturer's corrective action.
 - h. If the primary membrane manufacturer does not recommend a corrective action, act upon the written decision of the Owner and WeatherTech.
 - i. Install water cut-offs and tie-ins to insure watertight roof and flashing systems.
 - j. Non-conforming work is subject to Owner's rejection.

- k. Remove and replace rejected work.
- D. Work may be audited at any time. Provide the Owner, WeatherTech, building code official and contractor (General Contractor if applicable), safe entry to all work areas and all the records and information requested during the audit.
- E. Pre-Construction Roofing Conference
 - 1. Upon receipt of submittals indicated as approved pursuant to Section 01 33 00 Section Submittals and applicable roofing section the Quality Controller for the roofing contractor (or General Contractor's representative) is required to coordinate with the Owner and WeatherTech the attendance of
 - a. Roofing Contractor
 - b. Owner
 - c. WeatherTech Consulting Group, Inc.
 - d. Roofing Manufacturer
 - e. Others as designated
 - 2. Quality Controller for the roofing contractor (or General Contractor's representative) is required to coordinate with Owner and WeatherTech the scheduling of a Pre-construction Roofing Conference with the designated participants a minimum two weeks prior to start of work.
 - 3. The WeatherTech Representative conducting the conference will:
 - a. Review Contract requirements, procedures, and coordination to obtain an understanding of requirements and responsibilities.
 - b. Discuss procedures and Drawings to execute the work, logistics, scheduling, and equipment to be used, on-site material handling, assignments, and storage procedures.
 - c. Walk participants through areas where work is to be performed.
- F. Notification to Start Work: Quality Controller for the roofing contractor (or General Contractor's representative) is required to notify the Owner Representative and WeatherTech Consulting Group, Inc. two weeks in advance of work start date. Confirm in writing.
- G. Meetings: Schedule meetings as requested by the Owner or WeatherTech according to contract Documents. Coordinate the attendance of requested participants.
- H. Punch List Inspection: Once all work is completed, schedule punch list inspection with the WeatherTech representative to review the completed work and determine all corrective actions necessary to meet the intent of the Contract.
- I. Close-out Audit Inspection
 - 1. Once all punch list items have been completed by the contractor, coordinate the attendance of:
 - a. Roofing Contractor.

- b. The Owner.
 - c. WeatherTech Consulting Group, Inc.
 - d. Roofing Manufacturer.
 - e. Others as designated.
- J. Contract Close-out
 - 1. Contract closeout procedures shall be conducted in accordance with Section 01 78 00.

1.04 OWNER, CONSULTANT AND SITE MANAGER

- A. Owner has the final authority in all matters affecting the Work. Within the Scope of the Contract, the Consultant has the authority to enforce compliance with Drawings and Specifications. The Contractor will promptly comply with all instructions from the Consultant or his/her authorized representative.
- B. On all questions relating to quantities, the acceptability of material, equipment, or Work, the execution, progress or sequence of Work and the interpretation of Specification or drawings, the decision of the Consultant is final and binding and will be precedent to any payment under the Contract, unless otherwise ordered by Owner.
- C. Decision in Writing

Any and all decisions of the Consultant interpreting Specification or drawings will be in writing. Any purported "interpretation", which is not in writing will not be binding upon Owner and should not be relied upon by the Contractor.

 - 1. Contractor is required to submit all questions or requests for interpretation on a *RFI Form* (Request for Information/ Interpretation). Consultant and/or Owner will supply the written response on submitted RFI Form within 48 hours unless the contractor is notified otherwise.
- D. The Work is subject to inspection and approval of the Consultant.
 - 1. The Contractor will notify the Consultant forty-eight (48) hours before any special inspection is required. Unless otherwise authorized, Work will be done only in the presence of the Consultant or his/her authorized representative. Any Work done without proper inspection will be subject to rejection.
 - 2. The Consultant and any authorized representative will at all times have access to the Work during its construction, as well as the project site.
 - 3. The Contractor will provide every reasonable facility for ascertaining that the materials and workmanship are in accordance with this Specification.
 - 4. Inspection of the Work will not relieve the Contractor of the obligation to fulfill all conditions of the Contract.

5. Acceptance of Work by material manufacturer representatives will be for warranty purposes only. Acceptance of the Work by the Consultant will constitute grounds for contractual payments.
- E. Permit Inspection
1. The Contractor will arrange for code compliance inspections by all agencies issuing permits for the Work. The Work will not continue beyond mandatory inspection points without clearance from controlling agencies. Each agency involved will be notified in accordance with the codes they enforce or in accordance with their standard operating procedures. No extensions of time will be granted for delays occasioned by such inspections except where, through no fault of the Contractor, the inspection is delayed more than one (1) day beyond normal response time after proper notification has been given.
 2. It will be the Contractor's responsibility to see that any required inspection record card is signed off before proceeding with the next phase of the Work and completely signed off on completion of the Work
- F. The Consultant has the following authority:
1. To interpret the Bid and Contract Documents.
 2. To make changes in the location of features of the Work where no change in cost is involved.
 3. To approve substitutes for material and equipment specified by proprietary names when such material and equipment meet the Contract Documents.
 4. To approve shop drawings and submittals.
 5. To issue stop Work orders when necessary to enforce the provisions of the Contract.
 6. To make determinations of each Working day to be charged against the Contract time.
 7. To receive all correspondence and other Documents from the Contractor.
 8. To approve progress and final payments under the Contract, including the provisions for withholding funds.

1.05 SUBSTITUTIONS

- A. Description
1. Whenever possible throughout the Contract Documents, the minimum acceptable quality workmanship and materials has been defined by manufacturer's name and catalog number, referenced to recognize industry and government standards, or description of required attributes and performance
 2. To ensure that the specified products are furnished and installed in accordance with design intent, procedures have been established for advance submittal design data and for their review by the Consultant.

3. Make all submittals required by the Contract Documents and revise and resubmit as necessary to establish compliance with the specified requirements.
- B. Substitutions:
- Substitutions will not be accepted for consideration unless the specified products are unavailable. These Contract Documents have been prepared on the basis that only certain materials and manufacturers will be permitted to furnish products for this project. The intent is not to limit competition but to ensure utilization of products used on previous projects of a similar nature and found acceptable.
- C. Products
1. In the event substitutions become necessary, the Contractor will submit a *Substitution Request Form* to the Consultant in triplicate form along with "cut-sheets" and other complete manufacturer's literature on both the original product specified and the proposed product substitute.
 2. All substitutions required to complete the project will be "equal to" the original products specified. The submittal data required above will clearly identify the physical and performance characteristics of both the original and proposed product for substitution.
 3. Both Owner's Representative and the Consultant will make the final decision of acceptability of the proposed product substitution.
 4. Any substitute products, which are used on this project without prior approval from the Consultant, will be cause for rejection of the Work. Any such Work incorporating non-approved substitutions will be removed and replaced with the original specified or other prior approved materials by the Contractor without additional costs to Owner.
- D. Manufacturer's Literature
1. Where contents of submitted literature from manufacturers includes data not pertinent to the submittal, clearly indicate which portion of the contents is being submitted for review.
 2. Complete submittal package including all pertinent manufacturer literature to coincide with the previously submitted Owner "Materials List & Description".

PART 2 – PRODUCTS

Not Used.

PART 3 – EXECUTION

3.01 FIELD QUALITY CONTROL

A. Auditing:

1. Work may be audited at any time by WeatherTech or Owner. Provide the auditors safe entry to work areas, and records and information requested.
 2. The presence of the auditors is for Owner's purposes. Information furnished or not furnished by the auditors does not relieve the Roofing Contractor of responsibility for the work.
- B. Contractor and WeatherTech shall perform any test deemed necessary to assure the roof system installation is acceptable.
1. Variances: Follow procedures in paragraph 1.02 of this Section.
- C. If more samples are necessary because the original samples fail to meet Contract requirements, the Contractor must pay the cost of additional sampling, repair, and testing.
- D. Acceptance of Completed Work
1. Acceptance of completed work will be based on its conformance to the Contract Document requirements. Non-conforming work is subject to rejection. Quantities and tolerances stated herein apply, unless specifically amended by the Roofing Manufacturer on "*Roofing Manufacturer's Certification*" (Attachment A of roof section) in the roofing section of these specifications and accepted by Owner.

3.02 CLEANING

- A. Progress Cleaning
1. All stored materials and equipment shall be maintained in an orderly manner allowing maximum access, not impeding drainage or traffic, and providing the required protection of materials.
 2. Accumulation of construction debris, scraps, and other items is not permitted and must be removed daily.
 3. Contractor shall provide adequate storage for all items awaiting removal from the job site in accordance fire protection and environmental requirements.
- B. Site
1. Contractor shall conduct daily inspection of work areas for the purpose of removal of construction debris, scraps, and other items. All such items shall be removed to the disposal or storage place designated daily.
 2. Contractor shall conduct weekly (more often if necessary) inspections of all stored materials for the purpose of compliance with the requirements of paragraph 1.07 of the applicable roofing section.
 3. The job site shall be maintained in a neat and orderly condition at all time during the construction period.
- C. Facade

1. Contractor shall inspect the work area of facade and completely clean all scraps, droppings, debris, and waste materials from metal sills, brick, glass, etc.
2. As required, the work areas shall be cleaned prior to installation of materials.

D. Final Cleaning

1. Final cleaning shall be conducted as outlined in Section 01 78 00 and noted below.
2. Execute cleaning prior to Close-out Audit.
3. Timing: Final cleaning shall be scheduled with Owner or WeatherTech.
4. Prior to completion of the Work, remove all tools, surplus materials, equipment, debris, and waste materials from job site.
5. Site: Unless otherwise specifically directed by the Owner or WeatherTech, all areas of the building affected by the Work shall be broom cleaned. All debris accumulated as the result of cleaning shall be removed from the site.
6. Clean all work areas. Clean interior exterior surfaces exposed to view; remove stains and foreign substances. Clean equipment as required.
7. Remove waste and surplus materials, rubbish, and construction facilities from the Site.
8. Clean all drains and drainage systems. Test all drains to insure unrestricted flow into drains and drainage systems.

END OF SECTION 01 33 26/ QUALITY CONTROL

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Quality Inspection Check List #1 Pre-Construction Activities

PROJECT/STORE # _____ DIVISION: _____ DATE: _____

LOCATION: _____

CONTRACTOR QUALITY CONTROLLER: _____

COMPANY: _____

CIRCLE: Y-Yes N-No N/A-Not Applicable			
Y	N	N/A	Specifications and drawings read, understood, and are available on site for review.
Y	N	N/A	All permits for the work to be performed in the contract documents are available on site for review.
Y	N	N/A	All project submittals to start work have been stamped "Approved" or Approved as Noted" and are available on site for review.
Y	N	N/A	All certifications or approvals received for decking and roofing materials.
Y	N	N/A	Material supplier's literature and application specifications are available on site for information and review.
Y	N	N/A	Safety precautions, regulations and MSDSs have been reviewed, in compliance, and are on site during application.
Y	N	N/A	Amount and type of materials required by specifications (and verified by on-site inspection of product labels) are at the job site, and are visually suitable for application.
Y	N	N/A	Materials are stored appropriately covered, off ground, and on pallets.
Y	N	N/A	All roofing equipment is in good working order and functioning properly.
Y	N	N/A	Edge nailers, curbs, drains, and penetrations have been installed before starting roofing.
Y	N	N/A	Drainage patterns proper for roof membrane installation.
Y	N	N/A	Tapered insulation layout plans are site understood and are available on site.
Y	N	N/A	The Contractor Sample Package to process the Quality Inspection Check List #2 Roof Membrane Sampling
Y	N	N/A	If fastener pullout tests are specified, verify they have been conducted and the results have been approved by the specifier.
EXPLAIN AND COMMENT "NO" ENTRIES			

Contractors Signature: _____

Print Name: _____

Attachment A

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Quality Inspection Check List #2 Roof Membrane Sampling

THIS FORM SINGLE-PLY ROOFS ONLY

Project/Store #: _____ Division: _____ Date: _____

Location: _____

Company: _____ Samples Taken By: _____

of Samples Taken & Shipped: _____ Sample Id's: _____

Signature: _____ Date: _____

1. Samples are to be removed every 50 squares of roofing from field seam locations on the roof as required by the Owner's Roof Consultant.
 - a. Do not remove samples within 18 inches of walls, curbs, valleys, tie-ins, or penetrations.
2. Cut the sample as accurately as possible, using a metal template and a knife. The samples are to be cut 6 inches by 6 inches square.
3. Immediately place each sample into the two polyethylene bags. Seal each bag separately (using indelible ink or typing). Submit Roof Plan with sample(s) location accurately dimensioned. ENCLOSE THIS FORM WITH SAMPLE.
4. Repair the sampled area immediately after taking the sample.
5. Fill the hole left by the sample removal unit it is level with the rest of the membrane. Use layers of insulation loose laid. Cap the sample area with a 12 x 12 inch matching membrane and heat weld into place.
6. Caulk perimeter edges of the patch with an approved lap sealant.
7. Send wrapped samples to WeatherTech Consulting Group, Inc., for testing. Send the roof samples Next Day delivery to the address on the UPS forms.

WeatherTech Consulting Group, Inc.
7747 Auburn Road
Utica, MI 48317
Phone: 586-731-3095

9. Verbal results will be available within 24 hrs. and written results within 48 hrs. after receipt of the samples.

ATTACHMENT B

SECTION 01 35 01

SAFETY

PART 1 - GENERAL

1.01 CONTRACTOR SAFETY PLAN

- A. Contractor shall maintain written Safety Plan enforced at the Site at all times.
- B. Contractor shall maintain a copy of contractor's Safety Plan at the Site at all times.
- C. Contractor shall conduct, document and submit proof of Safety Meeting prior to start of Work.

1.02 SAFETY AND HEALTH PROCEDURES

- A. Public Safety
 - 1. Safety Orders
 - a. The Contractor will have at the Work site, copies or suitable extracts of: Construction Safety Orders and general industrial safety orders issued by the federal, state or municipality. Contractor will comply with the provisions of these and all other applicable laws, ordinances and regulations.
 - b. Payment for performing all Work necessary to provide safety measures will be included in the prices Bid for other items of Work.
 - 2. Special Hazardous Substances and Processes
 - a. Materials that contain hazardous substances or mixtures may be required on the Work. A Material Safety Data Sheet (MSDS) as described in the federal, state and municipal codes will be requested by the Contractor from the manufacturer of any hazardous material used and provided to Consultant per submittals.
 - b. Material usage will be accomplished with strict adherence to federal, state municipal including and/or project requirements and all manufacturer's warnings and application instructions listed on the Material Safety Data Sheet and on the product container label.
 - c. The Contractor will notify the Consultant if a specified product cannot be used under safe conditions.
 - 3. The Contractor will restrict public access by installing opaque fencing, such as a green screen, around the setup or staging areas.
- B. General
 - 1. These Construction Documents are to be governed, at all times, by applicable provisions of the State and Federal Law(s) including but not limited to the latest amendments of the following:
 - a. William-Steiger Occupational Safety and Health Act of 1970, Public Law 91-596 as amended in 2004.
 - b. Part 1910-Occupational Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations.
 - c. Part 1518-Safety and Health Regulations for Constructions, Chapter XIII of Title 29, Code of Federal Regulations.
 - 2. This program will become a part of the Contract Documents and the Contract between Owner's Representative and Contractor and the Contractor and all Subcontractors, as though fully written herein.

3. For the purposes of this Contract, neither Owner's Representative nor their Consultant and Consultants' Observers are to be considered experts in safety. All construction safety issues are the sole responsibility of the Contractor.
- C. Safety Provisions
 1. Precaution will be exercised at all times for the protection of persons, including employees and property. The safety provisions of applicable laws and building and construction codes will be guarded or implemented in accordance with the applicable safety provisions.
 2. All equipment used in construction or to be installed will meet the requirements of all applicable codes. Equipment will have all required protection devices such as belt and shaft guards, heat protection, insulation, clearances warnings, etc. For equipment, which is to be installed, such devices will be indicated on shop drawings and reviewed by the Consultant.
- D. Necessary controls will be provided to prevent pollution of the air by odors or particulate matter. The location and operation of heating equipment will be such that no hazard is created and objectionable odors do not enter the building.
- E. Reasonable precautions must be exercised to prevent vandalism and to safeguard the public at the existing buildings. Equipment will not be left unprotected and materials will be carefully stacked. The set-up or staging area must be controlled at all times so that no unauthorized person can access the Contractor's equipment or materials, day or night.

PART 2 – PRODUCTS

NOT USED

PART 3 - EXECUTION

- 3.01 Contractor shall conduct job site Safety Meetings as detailed in Contractor's Safety Plan.
- 3.02 Contractor shall conduct job site Safety Inspections as detailed in Contractor's Safety Plan.
- 3.03 Contractor shall conduct, document and submit proof of Safety Meetings and Inspections during performance of Work.

END OF SECTION 01 35 01/SAFETY

SECTION 01 42 16

TERMS AND DEFINITIONS

1.01 GENERAL

- A. The following terms and definitions apply to the content of these Contract Documents to describe the Work as designed and intended by WeatherTech Consulting Group, Inc. (WT).
- B. The definitions used in Contract Documents (Contract, General Conditions, Supplemental Conditions and all other documents) provided by the Owner shall apply when interpreting all Contract Documents.
- C. All conflicts or clarifications in definitions and terms used by or between WT and Owner provided documents as interpreted by the contractor shall be forwarded via Request for Information/Interpretation (RFI) to WT for a response.

1.02 TERMS AND DEFINITIONS

Addendum: Addenda as written or graphic instruments issued prior to the execution of the Contract which may modify or interpret the Bidding Documents, including Specifications and Drawings, by additions, deletions, clarification, revisions or corrections will become part of the Contract Documents when the Construction Contract is executed.

Bid: The offer or Proposal of the Bidder submitted on the prescribed form setting forth the price of the Work.

Bidder: Any individual, firm, partnership, corporation, or combination, thereof, submitting a Bid for the work, acting directly through a duly authorized representative.

Bidding Documents: Bidding Documents include all documentation listed under Bidding Requirement in the Table of Contents of the Project Manual; and, the proposed Contract Documents including any addenda issued prior to receipt of the bids.

Bid Guarantee: The cash, certified check, or Bidder's surety bond accompanying the Bid as a guaranty that the Bidder will enter into a Contract with Owner for the performance of the Work.

Bond: Bid, performance or payment bond or other instrument of security..

Change Order: A written order to the Contractor signed by Owner directing an addition, deletion, or revision in the Work, or an adjustment in the Contract price or the Contract time issued after the effective date of the Contract.

Code: The International Building Code including all other model building codes and regulatory requirements as legislated to apply for Work to be completed at the Project location. Including but not limited to all local, state and federal codes and requirements.

Consultant: The term "Consultant" or "Roofing Consultant" used throughout these documents refers to WeatherTech Consulting Group, Inc. and/or their duly authorized representatives. The Consultant is the professional who designed the project or performed other services for Owner on the Project, WeatherTech Consulting Group, Inc. It is expressly understood that Consultant does not practice architecture and/or structural engineering.

Contract: The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the Owner and Contractor and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification.

Contract Documents: Including, but not limited to; the Contract, Addenda (which pertains to the Contract Document), invitation to Bids, instruction to the Bidders; Bid (including documentation submitted prior to the Notice of Award), when attached as an exhibit to the Contract, the bonds, the General Conditions, permits from other agencies, the Supplemental Conditions, Drawings, General and Technical Specifications and all Contract Modifications (Change Orders, Unit Pricing) issued after the execution of the Contract.

Contractor: The term "Contractor" in these documents refers to the organization, individual, partnership, corporation, joint venture, or other legal entity who has a direct contract with the Owner to perform the Work under the Contract. "Contractor" shall employ and have direct contact with all Subcontractors.

Contract Price: The total amount of money for which the Contract is being awarded.

Contract Unit Price: The Contractor's original Bid for a single unit of an item of Work in the Proposal.

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.

Furnish: The term "Furnish" means purchase and/or fabricate and deliver to the work area at the site or other location when so directed

General Conditions: The conditions under which the Work is performed in addition to and in conjunction with the Contract.

Install: The term "Install" means build in, mount in position, connect or apply specified objects, and, where applicable, adjust and start in operation.

Modification: Includes Change Orders and Supplemental Agreements. A modification may only be issued after the effective date of the Contract.

Notice of Award: The written notice by Owner to the successful Bidder stating that upon compliance by it with the required conditions, Owner will execute the Contract.

Notice to Proceed: A written notice given by Owner to the Contractor fixing the date on which the Contract time will start.

Owner: The legal entity for whom the Work is being performed, Troy School District Inc.

Person: Any individual, firm, association, partnership, corporation, trust, joint venture, or other legal entity.

Product: The term "Product" when herein (after) referred to includes materials, systems, and equipment.

Prompt: The briefest interval of the time required for a considered reply, including time required for approval by a governing body.

Provide: The term "Provide" means furnished and install, complete in place and ready for operation and use.

Reference Specification: Those bulletins, standards, rules, methods of analysis, or test, codes and Specification of material manufacturers, American Society for Testing and Materials and accepted industry standards in effect and published at the time of Notice of Award, unless specifically referred to be edition, volume, or date.

Subcontractor: The term "Sub-Contractor" in these documents refers to the organization or organizations who is (are) employed by the "Contractor" to perform specialty tasks. The "Contractor" shall be responsible for any work, actions, and fabrication of the "Sub-Contractor". "Sub-Contractors" must be approved by the Roofing Consultant.

Substantial Completion: means that the Work has reached such a point in quantity and quality of construction that, except for de minimis matters, the Contractor has performed its Work in accordance with the Contract so that Owner has the full use and benefit of the premises no leaks in the building to which the Work was done for or in connection with Owner's business.

Supplemental Conditions: Any provision, which supplement or modify the General Project Conditions.

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.

State: The state in which the Project is located within the United States.

Subcontractor: An individual, firm or corporation having a direct Contract with the Contractor or with any other Subcontractor for the performance of a part of the Work.

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 part of the Project.

Working Day: A day in which actual Work takes place.

1.03 MULTIPLE TERM DEFINITIONS

- A. The terms "as indicated" or "as designated" or "as shown" mean specifically included and shown on Drawings.
- B. The terms "as required", "as applicable" or "as necessary" mean not specifically indicated as to location and/or extent, but to be determined in field during course of work.

END OF SECTION 01 42 16/ TERMS & DEFINITIONS

SECTION 01 50 00

CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 1 – GENERAL

1.01 UTILITIES

- A. Owner may provide utility services required for construction operations limited to electrical and water.
- B. Existing utilities may be used during construction only after coordination with Owner and receipt of Owner's expressed written approval.
- C. Contractor shall be responsible for all required hook-ups of his equipment (Owner or Contractor-supplied electric).

1.02 VENTILATION

- A. Provide facilities as required to maintain specific storage conditions as described within this Specification.
- B. Provide adequate ventilation of enclosed areas to prevent the accumulation of fumes, vapors, and gases including condensation.
- C. Existing facilities may not be used for storage during construction.

1.03 SANITARY FACILITIES

- A. Existing facilities may not be used; contractor to provide.
- B. Facilities shall be located in areas as designated by the Owner.

1.04 CONSTRUCTION AIDS

- A. Contractor shall provide stairs/ladders, roof access points to be approved by Owner at all times during construction.
- B. Construction of stairs and installation of ladders shall be approved by OSHA and the Owner's Safety Officer. Unsafe conditions or failure to comply shall be sufficient grounds to restrict access.
- C. Remove ladders on a daily basis or completely restrict access. Completely restrict access of stairs on a daily basis.

- D. Contractor shall not access roof from interior of the building, i.e. roof hatch. Access must be from exterior of the building.

1.05 INTERIOR PROTECTION PROCEDURES & PRACTICES

- A. General Considerations
 - 1. Interior Protection Contractor shall coordinate and schedule his operations to minimize the impact of the work on the operations of the facility.
 - 2. Control of dust & debris shall be accomplished utilizing a combination of materials, methods and personnel.
 - 3. The contractor shall coordinate the interior protection schedule with the roofing contractor and/or Owner to insure that interior protection is completed prior to the start of the roofing project.
 - 4. Contractor shall, to the best of their ability, conduct all work and operations so as not to:
 - a. Impede or endanger ingress and egress into production, storage, and/or office areas: or,
 - b. Cause, permit or allow falling or blowing particulate, material, dust and/or debris which might endanger the safety of persons, equipment or product located in the areas designated as "Interior Protected".
 - c. The contractor shall adjust his operations and work plan as required minimizing interference with the operations of the facility.
- B. Installer Requirements
 - 1. Personnel must be familiar with all OSHA regulations pertaining to the safe operation of the equipment used in the installation of debris containment systems.
 - 2. Installers will use appropriate safety glasses, hard hats, hearing protection, foot protection, and breathing apparatus (where required) while adhering to guidelines relating to fall protection.
 - 3. Installers will also agree to successfully complete Customer mandated Safety Course (where required) prior to start of project.
 - 4. Dress code will be in keeping with the customer's requirements.
- C. Supplemental Debris Netting (Where Applicable)
 - 1. In cases where pieces of debris over 1 lb. may fall during normal roofing operations, debris netting must be installed below the debris containment barrier system prior to the start of work. The extent of these requirements (if any) will be discussed during the pre-bid meeting.

1.06 INTERIOR PROTECTION CONTRACTOR SAFETY REQUIREMENTS

- A. Interior Protection Contractor shall familiarize themselves, and execute the work in strict accordance with, local, state and federal regulations that govern work of this type.
- B. The Interior Protection Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage injury or loss to, all employees on the project and all other persons who may be affected thereby.

PART 2 – MATERIALS

2.01 GENERAL

- A. Protective materials shall withstand abrasion and water penetration and shall withhold dust and other foreign matter.
- B. Existing work shall be protected by one or more of the following as directed by the Owner or the Owner's consultant; masonite, kraft paper, 6 mil reinforced fire retardant polyethylene film with taped joints and/or protective construction nets.
- C. Contractor shall only utilize exterior grade, fire-retardant, plywood in the fabrication of temporary controls.

2.04 DEBRIS CONTAINMENT SYSTEM MATERIALS

- A. Debris containment barrier sheet shall be reinforced, fire retardant treated, polyethylene based clear sheet providing a total nominal thickness of 6 mils. Product should be reinforced with a minimum of a 900 denier scrim laid in a diagonal trapezoidal pattern spaced 3/8" apart with an additional machine direction scrim every 9" across the width to create longitudinal strength and stability.
 - 1. Barrier Sheet Material Requirements
 - Fire Rated Polyethylene
 - Reinforced
 - 6 MIL minimum thickness
 - 1-¼" point load tear strength of 30 lbs., minimum.
 - Melting point of 180°
 - Perm rating of .13
 - Flame spread index of 0
 - Smoke developed value of 20, maximum

- B. Seam and joint tape shall be of compatible materials. Tape shall not leave a residue on existing building or equipment components when removed. Tape shall be 4" wide, minimum.
- C. Existing wall connectors and overhead supports shall be used whenever possible. If no suitable wall connection or overhead supports are available, wall or ceiling anchors shall be installed. All support anchors shall provide a minimum load capability of 50 lbs. Care must be taken to control dust created while installing these anchors.
 - 1. Wherever feasible, temporary anchors for installation of debris containment barrier system shall be clamp-on or compression type devices to avoid penetration of existing building components with anchor screws or other fasteners.
 - 2. Where existing building components must be penetrated by temporary anchor fasteners, care should be taken to locate penetration point in the least visible area possible.

PART 3 – EXECUTION

3.01 EXECUTION

- A. Install and maintain all necessary coverings, boarding, and partitioning to effectively protect existing work, finishes, and windows.
- B. Install and maintain protective bridging, scaffolding, and netting.
- C. All materials brought to or removed from the work shall be covered to prevent intrusion of dust and debris.
- D. The work area and adjacent areas shall be washed with water to remove construction dust.
- E. Interior access points shall be covered at all times during construction. Stair wells shall be kept clean and unobstructed at all times during construction. Fire egress openings shall be maintained free of any obstructions and shall not be closed, bordered, or temporarily immobilized during the entire work.
- F. Any damage caused as a result of improper protection shall be repaired and restored to pre-construction condition by Contractor at no additional cost to Owner.
- G. All protection materials shall be removed at completion of construction to the satisfaction of the Owner or Consultant.
- H. All temporary protection shall be coordinated with Owner or Consultant.

3.02 SITE PROTECTION

- A. Damage caused by the contractor or his subcontractors to the new and/or existing work shall be repaired by the Contractor, at no additional cost to the Owner.
- B. Contractor shall not store materials or debris on site or roof top in excess of allowable loads. It is cautioned that the existing roof deck construction is not intended for the storage of materials or debris.
- C. Demolition, preparation, and new work requirements shall be coordinated with Owner or Consultant.
- D. Contractor shall be held solely responsible for all demolition, temporary protection, and new work.
- E. Protect all underside deck equipment, conduits, and ducts from damage during construction.

3.03 DEBRIS CONTAINMENT SYSTEM INSTALLATION

- A. Barrier Sheet Installation - General
 - 1. All barrier sheets shall be installed using the largest sheet size possible
 - 2. All debris containment barriers shall be securely fastened and supported in a manner to positively contain light dust & debris and prevent displacement and/or collapse.
 - 3. Site line and aesthetic issues shall be discussed with Owner's Representative before installation
 - 4. Minimum height requirements must meet Owner's needs and allow normal activities below the barrier sheet.
 - 5. Barrier must be installed with least amount of penetrations possible.
 - 6. Where practical, seams shall be cut to install sheets with least amount of seams and to allow positioning of seams to happen in non-critical areas.
- B. Vertical and Horizontal Surface Connections
 - 1. Suspended cover installed along walls shall be secured every 10', or closer spacing.
 - 2. Each tie off anchor point or installed anchor device shall be able to support a minimum load of 50 lbs.
 - 3. Barrier sheet hung from horizontal surfaces shall have vertical supports every 10' in both directions.

4. Existing structural members or wall and ceiling mounted equipment or conduit may be utilized where capable of supporting a 30 lb., minimum point load
- C. Seams & Penetrations
1. All side and end laps in barrier sheets shall be joined with a 360 degree "roll seam" and shall be secured/pinned and taped together to create one continuous unit.
 2. All seams are to be taped with a 6" wide tape centered over the seam.
 3. All penetrations are to be sealed by running the barrier sheet as close as possible to the penetration and then turning the sheet up onto the surface of the penetration 2".
 4. Penetrations shall be taped to barrier sheet with a 4" wide tape, minimum.
 5. Individual pieces of seam tape shall be used to seal all openings and voids around penetrations and at terminations in the barrier system.
- D. Termination of Barrier at Protection Area Boundaries
1. Where interior protection is ended at the boundary areas above a protected interior space of a building, away from walls or other typical boundaries, the debris containment system shall be extended beyond the boundary of the protected area 6', minimum or as otherwise directed or indicated on the drawings.

3.04 DEBRIS CONTAINMENT SYSTEM REMOVAL

- A. General Requirements
1. Prior to removal of suspended barrier sheet any exposed product or equipment below shall be covered with 4 mil polyethylene to provide additional protection from dust & debris.
 2. Care must be taken to completely identify and contain all dust & debris in any suspended barrier sheet protection. Remove all dust and debris from barrier sheets prior to removal of the barrier system from the building.
 3. Timing of removal of containment system shall be as directed by the Owner's Representative and shall not disrupt or interfere with normal plant operations.
 4. Use of HEPA vacuum equipment and HEPA air filtration systems shall be utilized where possible and practical to reduce and/or eliminate the amount of dust released into the interior environment during barrier removal operations.
- B. Anchor and Support System Removal

1. All tape and anchor systems used for the installation of the barrier sheet to the existing structure shall be removed so as to cause minimal disruption or damage to existing building surfaces/components, equipment and personnel below.
 2. All existing surfaces shall be restored to their original condition at the end of the removal process.
- C. Disposal
1. All removed debris and barrier system materials shall be removed from the job site and disposed of in a legal manner.
 2. Owner/owner representative trash containers or dumpsters shall not be used to dispose debris containment system materials.

END OF SECTION 01 50 00/CONST. FACILITIES AND TEMPORARY CONTROLS

SECTION 01 74 23

FINAL CLEANING

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. General requirements for cleaning throughout performance of Work under Contract:
 - 1. Progress cleaning
 - 2. Site cleaning
 - 3. Façade cleaning
 - 4. Drainage testing
 - 5. Final and Close-out cleaning

1.02 GENERAL REQUIREMENTS

- A. Contractor shall maintain a clean site for all products, services, site conditions, safety and workmanship.
- B. If, in the opinion of the Contractor, any Work is indicated on drawings or specified in such a manner that cannot be properly cleaned, the Contractor will notify the Consultant and/or the Owner before proceeding that portion of the work.
- C. Work may be audited at any time. Provide the Owner, WeatherTech, building code official and contractor (General Contractor if applicable), safe entry to all work areas and all the records and information requested during the audit.
- D. The acceptability of cleaning and the interpretation of Specification or drawings, the decision of the Consultant is final and binding unless otherwise ordered by Owner.
- E. Contract Close-out: Contract closeout procedures relating to cleaning shall be conducted in accordance with Section 01 77 00.
 - 1. Prior to final acceptance, Contractor will restore all areas affected by Work to original state of cleanliness and repair all damage done to the premises, including the grounds, by contractor's employees, subcontractors and equipment.
- F. Materials left on site after acceptance of work shall be deemed to have been abandoned by Contractor. Title of abandoned materials shall thereupon revert to the Owner. The Owner shall hold Contractor liable for cost incurred in removal and disposal of those materials.
- G. At completion of demolition operations debris and salvage materials shall be removed from the premises.
- H. Leave premises broom clean and orderly to the satisfaction of the Owner

PART 2 – PRODUCTS - Not Used

PART 3 – EXECUTION

3.01 GENERAL

- A. Contractor will remove markings from finished surfaces. In areas where finished surfaces are soiled by any source, caused by Work of this section, consult manufacturer of surfaces for cleaning advice and conform to instructions.

3.02 PROGRESS CLEANING

- A. All stored materials and equipment shall be maintained in an orderly manner allowing maximum access, not impeding drainage or traffic, and providing the required protection of materials.
- B. Accumulation of construction debris, scraps, and other items is not permitted and must be removed daily.
- C. Contractor shall provide adequate storage for all items awaiting removal from the job site in accordance fire protection and environmental requirements.

3.03. SITE

- A. Contractor shall conduct daily inspection of work areas for the purpose of removal of construction debris, scraps, and other items. All such items shall be removed to the disposal or storage place designated daily.
- B. Contractor shall conduct weekly (more often if necessary) inspections of all stored materials for the purpose of compliance with the requirements of the "*Materials Storage and Handling*" paragraph of the applicable roofing section.
- C. The job site shall be maintained in a neat and orderly condition at all time during the construction period.

3.04. FACADE

- A. Contractor shall inspect the work area of facade and completely clean all scraps, droppings, debris, and waste materials from metal sills, brick, glass, etc.
- B. As required, the work areas shall be cleaned prior to installation of materials.

3.05 DRAINAGE CLEANING

- A. Clean all drains and drainage systems. Test all drains to insure unrestricted flow into drains and drainage systems.

3.06. FINAL CLEANING

- A. Execute cleaning prior to Close-out Audit.
- B. Timing: Final cleaning inspection shall be scheduled with Owner or WeatherTech.
- C. Prior to completion of the Work, remove all tools, surplus materials, equipment, debris, and waste materials from job site.
- D. Site: Unless otherwise specifically directed by the Owner or WeatherTech, all areas of the building affected by the Work shall be broom cleaned. All debris accumulated as the result of cleaning shall be removed from the site.
- E. Clean all work areas. Clean interior exterior surfaces exposed to view; remove stains and foreign substances. Clean equipment as required.
- F. Remove waste and surplus materials, rubbish, and construction facilities from the Site.

END OF SECTION 01 74 23/ FINAL CLEANING

SECTION 01 77 00

CLOSEOUT

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. Substantial Completion.
- B. Punch List procedures
- C. Closeout documentation and procedures.

1.02 SUBSTANTIAL COMPLETION

- A. Preliminary procedures: Before requesting a Punch List Inspection of Substantial Completion, Contractor shall submit a *Certificate of Substantial Completion* online at Project Website using the Submittals tab at www.wtcg.net and complete the following: List all exceptions in the Certificate.
 - 1. Submit the Performance Agreement (Roofing Section Attachment C), final certifications and similar documents.
 - 2. Submit record drawings, record specifications, record product data, record samples, miscellaneous record submittals, record photographs, maintenance manuals and similar record information.
 - 3. Deliver tools, spare parts, extra stock and similar items.
 - 4. Complete startup testing of systems and instruction of the operation and maintenance personnel.
 - 5. Discontinue and remove temporary facilities from the site, along with mockups, construction tools and similar items.
 - 6. Complete final cleanup requirements, including removal of asphalt drippage for all exposed building finishes and touch-up painting of pre-finished sheet metal components.
 - 7. Touch up and otherwise repair and restore marred, exposed finishes.

1.03 PUNCH LIST

- A. Inspection Procedures: On receipt of *Certificate of Substantial Completion* the Consultant will either proceed with the Punch List Inspection or advise the Contractor of unfilled requirements that need to be completed based on the project records and *Certificate of Substantial Completion*. The Consultant will prepare the Punch List Report following the inspection to alert the Contractor if there is construction that must be completed or corrected before the certificate will be issued.
 - 1. The Punch List Report will indicate itemized list of Work that needs to be completed or correct:
 - a. Report will contain a Description of the Punch List item and the Action required to rectify the non-compliant Item.
 - b. Contractor shall complete all Punch List Report items and photo document all Punch List work.
 - c. Upon completion of the Punch List work the Contractor shall upload a signed copy of the Punch List Report and photos at www.wtcg.net on the Project Website using the Submittals tab.
 - 2. In the event Items on the Punch List Report require an additional inspection by the Consultant to Close Out the Contract:
 - a. All costs for additional punch list inspections by the Consultant will be deducted from the Contractor's retainage.

3. Results of the completed inspection will form the basis of requirements for final acceptance.

1.04 CLOSE-OUT

- A. Preliminary Procedures: Before requesting certification of final acceptance and payment, complete the following. List exceptions in the request.
 1. Provide a signed Punch List Report and if applicable Close Out Audit Inspection Report confirming all punch list inspection items to be completed are finished.
 2. Submit the final payment request with releases, lien waivers, and supporting documentation not previously submitted and accepted. Include insurance certificates for products and completed operations where required.
 3. Submit any required warranty/certification documentation.
 4. Submit an updated final statement, accounting for final additional changes to the Contract Sum.
 5. If required due to Punch List noncompliance, submit a certified copy of the Consultant's Close-Out Audit inspection list of items to be completed or corrected, endorsed and dated by the Consultant and Contractor. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance and shall be endorsed and dated by the Consultant.
- B. Maintenance Instructions: Contractor and primary roofing materials manufacturer are to meet with Owner's maintenance personnel to provide instruction in proper maintenance. Include a detailed review and provide the following items:
 1. Maintenance manuals.
 2. Semi-annual inspection checklists.
 3. Emergency repair procedures.
 4. Contractor and manufacturer contacts.

1.05 COMPLETION

- A. Upon completion of Close-out Contractor shall submit a *Certificate of Completion* using the online Project Website www.wtcg.net and using the Submittal tab complete the *Certificate of Completion*

PART 2 – PRODUCTS

NOT USED

PART 3 – EXECUTION

3.01 CLOSEOUT PROCEDURES

- A. Operation and Maintenance Instructions: Contractor shall provide instructions for regular maintenance of installed systems. Provide instruction by manufacturer's representatives if installers are not experienced in operation and maintenance procedures. Include a detailed review of the following items:
 1. Maintenance manuals.
 2. Record documents.
 3. Warranties.
- B. Warranties
 1. Provide warranty in a form approved by the Owner and provide all manufacturers extended warranties to the Owner.

END OF SECTION 01 77 00/ CLOSE OUT

SECTION 02 41 19

SELECTIVE DEMOLITION

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. Reroof Projects: Removal of existing roofing system, insulation, base flashings, designated metal counter flashing and removal of materials from site.
- B. Refer to Cover Page Sheet “CP” for determination of asbestos abatement requirements. Removal and disposal of ACRM (Asbestos Containing Roofing Materials) and ACM (Asbestos Containing Construction Materials) in the roof membrane or flashings shall be according to all applicable federal, state and local standards, including but not limited to EPA and OSHA standards.
 - 1. Refer to asbestos report attached to this section for information on testing of roof samples (See Section 02 41 19 - *Appendix A*).
- D. Refer to individual roof plan sheets for schedule on special provisions as necessary for special interior protection requirements.

1.02 RELATED SECTIONS

- A. Section 06 10 00 – Rough Carpentry
- B. Applicable Roofing Specification Section: Reference Cover Page Sheet for Schedule of roof specification.

1.03 PROTECTION OF WORK AND BUILDING

- A. The Contractor shall be responsible for the protection of the building interior and its contents from moisture, debris, and/or fume/odor penetration during all phases/operations of the Work. Contractor shall also be responsible for the protection of Owner’s merchandise, furnishings and equipment by covering all items that may be affected during the Work with suitable protection such as, but not limited to plastic tarp. Provide protection of merchandise, equipment and personnel during operations creating dust/debris from roof tear-off and new roof installation, etc.

1.04 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the Work of this Section and conform to requirements in Section 01 33 26.

1.05 REGULATORY REQUIREMENTS

- A. Conform to applicable Code for demolition of roofing, safety of adjacent structures, dust control and disposal.
- B. Notify Owner of affected mechanical or electrical disconnects 24 hours before starting work. All disconnect and reconnection shall be performed by licensed contractor for equipment type.
 - 1. All satellite disconnects and reconnects to be done and paid for by the Owner.
 - 2. All refrigerant piping stands requiring temporary supports or movement shall be completed by a licensed refrigerant contractor.
- C. Do not close or obstruct roadways, sidewalks, and hydrants without prior authorization.
- D. Conform to applicable regulatory procedures when hazardous or contaminated materials are present.
- E. As necessary comply with provisions of local, state and national regulatory requirements for the identification, removal and disposal of Asbestos Containing Building Materials (ACBM) and Asbestos Containing Roofing Materials (ACRM) including:
 - 1. Environmental Protection Agency (EPA):
 - a. EPA National Emission Standard for Hazardous Air Pollutants (NESHAP) 40 CFR, Part 61, Subpart M.
 - 2. Occupational Safety and Health Administration (OSHA)
 - a. OSHA Standard for Occupational Exposure to Asbestos in construction work, 29CFR1926.1101.
 - 3. Department of Transportation (DOT).
 - a. Hazardous Material Rules.

1.06 SCHEDULING

- A. Schedule work to coincide with new roofing work. All existing roofing removed shall be replaced with new roofing in watertight condition each day. All decking or building components exposed by demolition shall be put in a watertight condition each day.

- B. Provide a schedule describing demolition removal procedures, staging and schedule.

1.07 SUBMITTALS

- A. Procedure for staging of equipment required for debris removal. Provide analysis of staging equipment and erection in accordance with OSHA requirements.
- B. Provide work schedule according to Section 01 32 00.

1.08 EXISTING ROOF AND BUILDING CONDITIONS

- A. The Owner assumes no responsibility for actual condition of the structure.
- B. The Contractor may make test cuts to review the existing conditions, coordinate with the Owner. It is expressly understood that the Owner will not be responsible for interpretations or conclusions drawn by the Contractor.
- C. Conditions existing at the time of inspection for bidding purposes will be maintained by Owner insofar as practicable. However, variations may occur by Owner's operations.
- D. The Contractor is responsible for having taken steps reasonably necessary to ascertain the conditions that can affect the Work or its cost. Any failure by the Contractor to have done so does not relieve the Contractor from responsibility for successfully performing the Work without additional expense to the Owner.

1.09 EXISTING CONDITIONS, OCCUPANCY

- A. The Contractor is reminded that the Work is to be performed in an operational environment. The continuation of the Owner's operation and its employees and the public's safety are of top priority. The Contractor shall consult with the Owner in order to coordinate procedures for the work.
- B. Consider all aspects of the Work, and how it will affect Owner's operations. Control noise, dust, and work force at all times, particularly during critical hours established by the Owner.
- C. Premises will be occupied during entire period of construction. Cooperate with the Owner to minimize conflict and to facilitate Owner's operation.
- D. Schedule work on site, both demolition and installations, in the sequence and within hours established by the Owner.

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

3.01 EXAMINATION

- A. Examine conditions at the job site where work of this Section is to be performed to insure proper arrangement and fit of the Work. Start of Work implies acceptance of job site conditions.
- B. Examine work that is intended to remain as part of the completed project and report unsatisfactory conditions to the Owner or Consultant prior to commencement of Work.
- C. Examine the areas and conditions under which work of this Section will be performed. Contractor to notify Owner or Consultant prior to performing corrective work. Correct conditions detrimental to timely and proper completion of the Work. Do not proceed until unsatisfactory conditions are corrected.

3.02 PREPARATION

- A. Provide, erect and maintain temporary barriers and security devices.
- B. Protect existing materials finishes and structures which are not to be demolished.
- C. Review NESHAP inspection survey or other available reports to determine the applicable regulations governing the demolition, removal and disposal of all ACBM and ACRM.
 - 1. Refer to asbestos report attached to project manual.

3.03 DEMOLITION AND REMOVAL

- A. General
 - 1. Prior to start of demolition; carefully study the Drawing and these Specifications.
 - 2. In company with the Owner or Consultant, visit the site and verify the extent of demolition to be performed under this Contract.
- B. Conduct demolition to minimize interference with surrounding facilities and occupants.

- C. Cease operations immediately if building interior, building operations or adjacent structures might pose to be a structural, operational safety danger. Notify Owner or Consultant. Do not resume operations until directed.
- D. Conduct operations with minimum interference to accesses. Maintain egress and access at all times.
- E. The Contractor shall maintain a dust free operation when removing debris from roofs either by chutes, hoist crane or other approved method.
- F. The Contractor shall, upon completion of the demolition phase of the Work, provide the Consultant and Owner copies of all dump receipts.
- G. Carefully check the demolition drawings and existing conditions where alterations and changes are to be made and include labor and material costs herein. Protect parts of the existing building not designed for demolition and removal, adjacent property and items removed and intended for reuse.
- H. The present building shall be kept watertight, both from the roof and from openings in the roof.
- I. Mechanical services shall be kept in operation in all areas used by the Owner. Required material and labor for barricades, bulkheads, temporary enclosures, protection of openings, shutoffs, disconnects, caps and other items as necessary shall be included herein. Where temporary wood construction and scaffoldings are installed inside the building, the wood shall be fire-retarded treated and adequate fire pails and fire extinguishers shall be provided and maintained. Rubbish shall not be allowed to accumulate. The Owner may require rubbish removal at time agreed to between Owner and Contractor.
- J. As the greater part of the work to be performed under this Contract will be within and adjacent to the occupied areas of the building, work shall be done so as to cause as little inconvenience as possible in the operation of the building. Suppress noise and dust to the maximum possible extent and wet down debris as required to accomplish this. Construct dust-tight partitions where necessary so as to separate noise, dirt and dust producing operations from adjacent occupied areas. Avoid tracking of dirt and dust into areas of the existing building not affected by this operation. Dust and clean areas affected by dust as directed by Owner at no additional cost. Provide adequate protection from dust for elevator shafts, duct shafts, other vertical openings, motors, switchgear, convactor enclosures and other elements of building systems to remain.
- K. Work in the existing building or any other work which might affect the operation of the existing building shall be performed at the convenience of

the Owner. When execution of the work requires an interruption of services, approval of Owner must be obtained so that "out of service" time is restricted to periods convenient to normal activities.

- L. Exercise caution in the process of the work. If damage occurs to the building elements or contents due to the negligence of the Contractor, the Contractor shall be held responsible to rectify or reimburse the Owner for damages.
- M. No cutting shall impair the strength of the construction. Should any trade request extensive cutting, consult with the Architect before performing work. Do not perform such cutting until approval has been obtained.
- N. The size and location of items requiring an opening, chase or other provisions to receive work of the various trades shall be given by the trades requiring them in ample time to avoid undue cutting of any work to be installed. This provision shall not relieve the Contractor from keeping informed as to required openings and chases.
- O. Note that, in order to remove and/or install mechanical, electrical and other work specified or required, roofs to remain may have to be cut and then repaired.
- P. Demolition and removal work shall be performed in strict accordance with regulations of codes and ordinances of local, State and Federal authorities, as applicable.

3.04. CLEANUP

- A. At completion of each day's work operations, clean surrounding streets and walks of any accumulation of debris, materials and dirt resultant from demolition operations. Do not allow debris or salvage materials to accumulate on site. At completion of demolition operations and prior to final payment, debris and salvage materials shall be removed from the premises. Leave premises broom clean and orderly to the satisfaction of the Owner.
- B. Materials left on site after acceptance of work shall be deemed to have been abandoned by Contractor. Title of abandoned materials shall thereupon revert to the Owner. The Owner shall hold Contractor liable for cost incurred in removal and disposal of those materials.

END OF SECTION 02 41 19/ SELECTIVE DEMOLITION

SECTION 06 10 00
ROUGH CARPENTRY

PART 1 – GENERAL

1.01 SUMMARY

- A. Work included: Provide wood, fasteners, and other items required, and perform carpentry for the construction shown on the Drawings, as specified herein, and as a needed for a complete and proper installation. Locations include but are not limited to:
 - 1. Roof mechanical curbs.
 - 2. Perimeter nailers and blocking.
- B. **The use of pressure treated wood nailers, fasteners and separation materials shall follow the recommendations of the NRCA's Special Report "Use of Treated Wood in Roof Assemblies", February 2005.**

1.03 REFERENCES

- A. General: All standard refer to the latest edition or revision unless otherwise noted.
- B. Reference contract documents and the following:
 - 1. ALSC (American Lumber Standards Committee) – Softwood Lumber Standards
 - 2. APA (American Plywood Association)
 - 3. AWPA (American Wood Preservers Association) C1- All Timber Products- Preservative Treatment by Pressure Process
 - 4. ASTM – D3498
 - 5. NFPA (National Forest Products Association)
 - 6. WWPA (Western Wood Products Association)

1.04 PRODUCT HANDLING

- A. Protect materials from physical damage. Store materials on raised platform and protect from weather.

1.05 PROJECT CONDITIONS

- A. Existing Conditions:
 - 1. Verify existing conditions, such as soundness of wood nailers, and varying deck and wall thickness for length of anchoring required and other conditions prior to bidding. Nailers indicated on the details may vary in height. Coordinate nailer height with insulation prior to bidding.
 - 2. Report conflicts or problems to the Consultant for resolution prior to bidding. Failure to report these conflicts and problems places the responsibility on the Contractor to complete the Work in accordance with the documents at no additional cost to the Owner.
 - 3. Replace or restore to original condition any materials or work damaged during construction.

PART 2 - PRODUCTS

2.01 GENERAL LUMBER

- A. Lumber Standards: Comply with DOC PS, "American Softwood Lumber Standard", and the applicable grading rules of inspection agencies certified by ALSC's Board of Review.

- B. Inspection Agencies: Inspection agencies, and the abbreviations used to reference them, include the following:
 - 1. WWP.
- C. Grade Stamps: Provide lumber with each piece factory marked with grade stamp of inspection agency evidencing compliance with grading rule requirements and identifying grading agency grade, species, moisture content at time of surfacing, and mill.
- D. Where nominal sizes are indicated, provide actual sizes required by DOC 20 for moisture content specified. Where actual sizes are indicated, they are minimum dressed sizes for dry lumber.
 - 1. Provide dressed lumber S4S, unless otherwise indicated.
 - 2. Provide dry lumber with 19 percent maximum moisture content at time of dressing for 4-inch nominal or less, unless otherwise indicated.
- E. Lumber, wood nailers, cants and curbs:
 - 1. Grade: No. 2.
 - 2. Wood Preservative: Meet AWPA Standard LP-2.
 - 3. Thickness: Provide as required to meet specified insulation thicknesses for construction of details in drawings, as required.
- F. Plywood:
 - 1. APA Exterior Grade, C-C, Group 2, Exposure 1.
 - 2. Plywood thickness as indicated on drawings, as required.

2.02 FIRE RETARDANT TREATMENT

- A. All fire-retardant lumber and plywood must have an Underwriters Laboratories stamp signifying an FR-S rating certifying a 25 or less flame spread and smoke developed value, when tested in accordance to UL 723, ASTM E-84, NFPA 255 and UBC Standard No. 42-1.
- B. All lumber kiln dried to a maximum moisture content of nineteen (19) percent after treatment. All plywood kilns dried to maximum moisture content of (15) percent after treatment.
- C. Fire retardant chemical: free of halogens, sulfates, ammonium phosphate and formaldehyde.
- D. Corrosion rates: Less than one (1) mil per year for carbon steel, galvanized steel, aluminum, copper and red brass in contact with the fire retardant treated wood when tested in accordance with Federal Specification MIL-L-19140E.
- E. The fire retardant treated wood must have an equilibrium moisture content of not more than twenty-five (25) percent when tested in accordance with ASTM D3201 procedures at ninety-five (95) percent relative humidity and eighty (80) degrees Fahrenheit.
- F. The Fire Retardant Chemical: Registered for use as a wood preservative by the U.S. EPA.
- G. Testing: Fire performance and strength properties of the fire retardant treated wood shall be recognized by issuance of a National Evaluation Services Report.
- H. Preservatives or fire retardant must be compatible with specified roofing materials.

2.03 PRESERVATIVES

- A. Do not use oil-based preservatives with bitumen roofing materials.
 - 1. APA bulletin cautioning use of treatment of wood materials and potential degradation of those materials in certain environments. Refer to APA Technical Bulletin Number TB-200.

2.04 NAILERS

- A. All nailers shall be pressure treated and sized as shown on the drawings or as required to accommodate the configuration and dimensions of new roof system. Where applicable match existing dimensions of wood.

2.05 CURBS AND MISCELLANEOUS WOOD CONSTRUCTION

- A. Wood used for equipment curbs, fan curbs, and other such wood accessories shall be of two (2) inch by eight (8) inch minimum size, unless otherwise dimensioned in the construction details or as existing curb construction.

2.06 FASTENERS

- A. All fasteners for wood securement must have a sufficient corrosion resistant coating as to not accumulate more than fifteen (15) percent red rust after fifteen (15) cycles in the Kesternich cabinet as tested per FM 4470 in accordance with modified DIN 50018 standard test procedure.
 - 1. Fasteners: Hot dipped or Electro galvanized steel for high humidity and treated wood locations, unfinished steel elsewhere.
 - 2. Fastener types listed in this section are for securement of wood and are to be used in cases when no specific types are stipulated in construction details. Nondescript fastener references on the construction details shall not relieve the contractor from responsibility for proper fastener selection.
- B. General Fasteners – Nails/Screws
 - 1. Number 10, hot dipped; galvanized steel or 304 stainless steel ringed shank nails.
 - 2. Number 10, 300 series stainless wood screws.
 - 3. Number 14 Phillips Panhead 300 series stainless steel sheet metal screws.
- C. Anchors
 - 1. Toggle bolt type for anchorage to hollow masonry.
 - 2. Expansion shield and lag bolt type for anchorage to solid masonry or concrete.
 - 3. Bolt or ballistic fastener for anchorage to steel.
- D. Adhesives/Glue
 - 1. APA, AFG-01, waterproof of water base, air cure type, cartridge dispensed.

PART 3 – EXECUTION

3.01 GENERAL

- A. All work performed in accordance with the applicable roofing section. Roof deck shall meet the following criteria as minimum standards. Coordinate installation of Work.
- B. Contractor shall perform all cutting and fabrication operations of nailers, cants and plywood in centralized work area provided with a wood work surface. Every effort shall be made to prevent contamination with debris of the construction area and damage to the contract and non-contract roof areas resulting from cutting and fabrication operations.

1. Discard pieces with defects, which might impair quality of work.
- C. All installation shall conform to FM Data Sheet 1-49.

3.02 CURBS

- A. All wood curbs shall be placed in accordance with the construction details.
- B. General Installation
1. Coordinate curb installation with installation of sheathing of decking and structural support repair.
 2. Form corners by alternating lapping side members except where prefabricated curbs are provided. All joints in the installation shall be true and tight with changes in direction, such as at corners.
 3. When fastening successive layers of wood blocking or nailers or when anchoring wood cants to existing curbs, the fastener shall be of a sufficient length to penetrate the existing curb being anchored to by one and one-quarter (1-1/4) inches.
 4. Dimensions: To match existing as required. Height requirements per contract detail drawings.
- C. Special Conditions
1. Existing curbs will need to be raised as indicated.

3.03 NAILERS AND OTHER WOOD ANCHORED TO DECK

- A. All nailers and other wood anchored to deck to be placed in accordance with the construction detail.
- B. General Installation:
1. All deck-mounted wood shall be anchored to resist a minimum pull out strength of one hundred seventy five (175) pounds per foot.
 2. Nailers, and other deck mounted wood, shall be secured using two rows of fasteners spaced at eighteen (18) inches on center with the rows offset or staggered from each other.
 3. All nailers shall be placed with joints gapped one-eighth (1/8) inch apart and in full contact with the deck surface.
 4. On decks with undulating surfaces or other irregularities that may prevent level placement of the wood to be anchored to it, the contractor shall either level the deck surface or provide proper shimming for the wood prior to placement.

3.04 CLEANING

- A. Upon the Substantial Completion of the Work, the Contractor shall remove all waste materials and rubbish from and about the Site, as well as all tools, construction equipment, machinery, and surplus materials and leave the Work "broom-clean" or equivalent.
- B. The Contractor and Subcontractors shall be responsible for clean up as indicated in accordance with the Contract Documents.
- C. If the Contractor fails to clean up, after notice to do so, the Owner may do so, and the cost shall be charged to the Contractor.

END OF SECTION 06 10 00/ ROUGH CARPENTRY

SECTION 07 22 50

SINGLE PLY ROOF INSULATION

PART 1 – GENERAL

1.01 SUMMARY OF WORK

- A. Provide all materials, equipment, and labor to install roof insulation over the following roof deck substrates:
 - 1. Steel Decks

1.02 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions and Division 1 specification Sections, apply to this Section.
- B. Related Sections – the following sections contain requirements that relate to this section:
 - 1. Section 07 54 00 – Fully Adhered EPDM Single Ply Roofing

1.03 REFERENCES

- A. General: All standards refer to the latest edition or revision, unless otherwise noted.
 - 1. ASTM: American Society for Testing and Materials
 - 2. FM: FM Global
 - 3. FS: Federal Specification or Federal Standard
 - 4. UL: Underwriters Laboratories, Incorporated
- B. ASTM E 84 - Test for Surface Burning Characteristics of Building Materials.
- C. ASTM C 1289 - Standard Specification for Faced Rigid Cellular Polyisocyanurate Thermal Insulation Board
- D. ASTM C1278, Standard Specification for Fiber-Reinforced Gypsum Panel
- E. ASTM C 1177 - Standard Specification for Glass Mat Gypsum Substrate for Use as Sheathing
- F. ICBO ES, International Council of Building Officials Evaluation Service

1.04 REGULATORY REQUIREMENTS

- A. Underwriters Laboratories, Inc. (UL):
 - 1. Fire Classification Rating: UL 790 Standards: Meets - Class A minimum.

- B. Factory Mutual Global (FMG): FMG Class 1-90 Roof System
 - 1. FM Standard 4470: Class 1 Roof Covers
 - a. Windstorm Classification Rating: 90
 - b. ASTM E108 Fire Class "A"
- C. Building Code:
 - 1. Meet applicable provisions of local, state, and national building codes. This also includes, but is not limited to, agencies regulating safety, environmental protection, transportation, and insurance.

1.05 SUBMITTALS

- A. General:
 - 1. Submit according to Section 01 33 00.
 - 2. Submit requests for all changes in writing.
 - 3. Do not proceed with any changes without written authorization.
 - 4. All substitutions are subject to Owners approval.
 - 5. The roofing contractor is responsible for processing and submitting all specified submittals.
- B. **PRE-CONSTRUCTION SUBMITTALS:** The following submittals must be submitted to WeatherTech and accepted prior to convening a Pre-Construction Conference. Submit 4 copies.
 - 1. *Materials List and Descriptions*" Attachment B of Sections 07 54 00.
This Attachment is to be completely filled out.
 - 2. Copy of insulation manufacturers' literature describing and illustrating the material type and thickness required for a 20-year type system as specified.
 - 3. Copy of insulation fastener manufacturer's literature describing and illustrating the fastener type, length and plate required for a 20-year type system as specified.
 - 4. Copy of the tapered insulation fabricators plan layout for the project.
 - 5. Copy of insulation attachment plan for field, perimeter and corners per FM 90 requirements for the specific building.

1.06 QUALITY ASSURANCE

- A. The quality control procedures shall be conducted as outlined in Section 01 33 26.
- B. Roofing Contractor: Contractors who have attended the Troy School District 2016 Roof Program pre-bid meeting are the only contractors allowed to bid the project.
- C. Roofing contractor quality control duties - See Sections 01 33 26 and 07 54 00.

- D. Work may be audited at any time. Provide the Owner, Owner's Representative and Consultant safe entry to all work areas and all the records and information requested during the audit.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Deliver all materials to the site, except those in quantity with packaging intact and with readable labels. Use those materials having labels that:
 - 1. Identify the material.
 - 2. Indicate conformance with referenced standard applicable to the material in the Contract Documents.
 - 3. Bear UL and FM labels as applicable.
- B. Insulation Materials:
 - 1. Do not expose materials to moisture in any form before, during or after delivery to the site.
 - 2. Store on clean raised platforms at least four inches above the ground or roof surface.
 - 3. Remove manufacturer-supplied plastic covers. Completely cover materials with waterproof tarpaulins to protect from weather and moisture. Arrange covers to prevent condensation from occurring beneath them; do not allow covers to extend onto the ground.
 - 4. Conspicuously mark unprotected materials and permanently remove such materials from the site.
- C. Check all the materials to be sure that they are as specified or as otherwise approved. If materials are found that are not approved or do not meet the specification requirements, mark them as rejected and permanently remove them from the job site. Use spray paint or crayon to mark each piece of rejected material. If materials get wet or damaged, mark them as rejected also. Do not use rejected material.

1.08 SCHEDULING

- A. Schedule and supervise work crews so that the area of roofing begun one day is completely finished before leaving the job site that day. Included are; water cut-offs and tie-ins as necessary to protect materials and watertight roof and building.
- B. Installed insulation shall be covered shall be covered with specified roof system each day and never left exposed.

PART 2 – PRODUCTS

2.01 GENERAL

- A. All insulation system materials must be manufactured or approved by the primary roofing manufacturer.

- B. If requested, the Contractor must submit to WeatherTech, for prior approval, a certificate showing that the insulation and "R" value complies with RIC/TIMA bulletin 281-1.
- C. Insulation cross section, thicknesses and specific components shall be as described and outlined on the drawings **SEE SCHEDULE ON COVER PAGE – drawing "CP"**
- D. The maximum thickness of any one layer of insulation is 2.5".

2.02 INSULATION PRODUCTS

- A Polyisocyanurate Board Insulation (Bottom and Top Layer of Insulation) - **SEE SCHEDULE ON COVER PAGE – drawing "CP"**
 - 1. FM Approved, meets FM Standards 4470/4450
 - 2. Meets ASTM C1289, Type II, Class 1, Grade 2.
 - 3. Rvalue: Total insulation Rvalue to meet min R20 or latest edition of Michigan Uniform Energy code.
 - 4. Maximum Board Size
 - a. Mechanically Attached Applications (Steel, Wood decks) - up to 4 feet by 8 feet.
 - b. Adhered Applications: Board size maximum is 4 feet by 4 feet.
 - 5. Accepted Manufacturers (must be provided by roof membrane manufacturer where so offered):
 - a. Johns Manville
 - b. Atlas
 - c. Hunter
 - d. Versico/Carlisle-Syntec
 - e. Firestone Building Products
- B. Reinforced Gypsum Board (Coverboard - SEE SCHEDULE ON COVER PAGE – "CP")
 - 1. Acceptable Types:
 - a. Siliconized or fiber reinforced gypsum board conforming to ASTM C 1177 or ASTM C 1278
 - 1) Approved Products:
 - a) Securock by U.S. Gypsum
 - b) Dens Deck by Georgia-Pacific
 - 2) Thickness: 1/2".
 - 2. Coverboard insulation must be FM approved shall meet FM Standards 4470/4450.
 - 3. Board size:
 - a. Mechanically fastened 4 foot by 8 foot, maximum.
 - b. Adhered 4 foot by 4 foot, maximum.

- C. Tapered Insulation and Tapered Edge Strips
 - 1. Tapered Edge Strips:
 - a. Type: Polyisocyanurate ASTM C1289, Type II, Class 1, Grade 2.
 - b. Size at Perimeters: As required by roof conditions to meet specified wood nailer heights.
 - c. Size at Curbs: 0" to 1" X 24" wide (1/2" per foot slope)
 - 2. Tapered Insulation Saddles and Crickets:
 - a. Type: Polyisocyanurate ASTM C1289, Type II, Class 1, Grade 2.
 - b. Slope: 1/2 inch per foot.
 - c. Shall be installed where indicated on the roof plan at all roof mounted equipment or penetrations 24 inches wide or greater on the up slope side of the equipment or penetration.
 - d. Provide tapered insulation layout plan from insulation fabricator for all tapered insulation saddles and crickets.

2.03 INSULATION ATTACHMENT PRODUCTS

- A. Mechanical Fasteners for Steel Decks
 - 1. Fasteners for attachment of insulation to deck shall be a plate and screw-type fastener system as supplied as a system by one manufacturer.
 - 2. Fastener must be FM approved for 4470 Windstorm Classification 90 for the roof system specified.
 - a. Submit diagram showing insulation manufacturer's FM 90 fastening pattern using 6 or more fasteners per 4' X 8' board in the field of the roof.
 - 3. Fastener must also be approved for use by the insulation and/or roof membrane manufacturer. Insulation fasteners must be provided by roof membrane manufacturer where so offered.
 - 4. Fastener length and plate size as required and approved by FMG for fastener specified; fastener length as required by the fastener manufacturer for the insulation thickness specified.
- B. Insulation adhesives for adhered insulation layer applications
 - 1. Low-Rise Urethane Foam Adhered Applications
 - a. Urethane foam insulation adhesive shall be a FMG approved polyurethane adhesive dispensed from a portable disposable pre-pressurized container requiring no external power source or from a truck mounted spray-foam apparatus for bulk applications.
 - b. Submit diagram showing insulation manufacturer's FM 90 adhesive pattern using per 4' X 4' board in the field of the roof.
 - c. Approved Products
 - 1) Insta-Stick by Dow

- 2) OlyBond 500 by OMG Roofing Products
- 3) Urethane Insulation Adhesive by Johns Manville
- 4) Roof manufacturer's approved adhesive for 20 year warranty.

2.04 OTHER MATERIALS

- A. Repair of voids between installed insulation boards and sealing of deck openings around roof penetrations shall be accomplished using foam-in-place urethane insulation.
 1. Approved Products:
 - a. Insta-Foam Productions, Inc. FROTH-PAK: Two component polyurethane foam dispensing system

2.05 ROOF MEMBRANE MANUFACTURE'S APPROVAL

- A. All insulation shall be approved in writing by the roof membrane manufacturer as an acceptable substrate to receive their roof system in order to meet specified code requirements and obtain warranties as specified.

PART 3 – EXECUTION

3.01 GENERAL

- A. Do not begin roofing work until all decks, walls, curbs, nailers, accessories, and underlying substrates are ready and acceptable to have roofing materials installed. By beginning roofing work the Contractor acknowledges that such preparatory work is satisfactory and the roof deck will provide a suitable substrate for the application of the roof insulation and roof membrane.
- B. Verification of Conditions:
 1. Layout: Verify layout of work before beginning installation.
 2. Existing Conditions: Examine substrate before beginning installation. Examine surfaces for inadequate anchorage, drainage, foreign material, moisture, penetration and curb locations, and unevenness, which would prevent execution and quality of application of roof system as specified.
 3. Verify that work of other trades, which penetrates roof deck, has been completed.
 4. Verify heights of curbs, penetrations and perimeter conditions to accommodate minimum 8 in. flashing height, particularly conditions impacted by installation of tapered insulation or crickets.
 5. Examine deck slope, equipment placement and tapered insulation layout for positive drainage. No ponding water shall remain on roof deck for greater than 48 hours after the completed roof system is

- installed.
- 6. Notification: Notify Owner and roof consultant of unsatisfactory conditions in writing.
- C. Coordination:
 - 1. Coordinate Work of this Section with work of other sections and trades.
 - 2. Coordinate the work at perimeters, roof penetrations, equipment curbs and other conditions as required for:
 - a. Roof drains and/or scuppers are located at proper level to drain finished roof and meet code requirements. Contractor responsible to reset before proceeding with installation of roof system.
 - b. Installation of roof membrane, flashing and sheet metal as indicated on drawings or as required to insure water tightness.
- D. Do not install roofing materials during rain, fog, mist, snow, or other inclement weather. One exception is that temporary work may be installed during such weather to protect materials that are already installed. Remove all temporary work and materials that have been exposed to such weather, then install permanent materials as specified.
 - 1. Do not apply roofing materials when moisture in any form (such as dew) can be seen or felt on the surface to which those materials will be applied.
- E. Confine equipment, storage of materials and debris, and the operations and movements of workmen within the limits as indicated or as directed by the Owner. Do not load or permit any part of a structure to be loaded with a weight that will endanger safety of personnel or cause damages.
- F. Protect the building, all contents, and the surrounding area from damage and protect building occupants from injury during execution of work. Do this in a manner which will not affect the normal conduct of operations in the building. It is the Contractor's responsibility to determine the nature of these operations and provide the appropriate level of protection. Repair all damage caused by lack of such protection to the Owner's satisfaction.
- G. Remove all debris daily from the roof. Use enclosed chute, crane and bucket, or construction hoist to minimize dust, dirt, and noise.
- H. Where wheeled or other traffic over the partially or fully completed roofing is unavoidable, provide and use adequate plank or plywood protection for the roofing.
- I. Installation of the insulation boards shall meet all FM requirements as required in the latest edition of the FM Global Approval Guide and FM Data Sheet 1-29.

- J. If insulation boards or tapered edge strips can be lifted or moved by hand without board breakage, they are not attached well enough.
- K. Tapered insulation saddles and crickets are to be installed between the base and top layers of insulation where noted on the drawings.

3.02 MECHANICALLY ATTACHED INSULATION

- A. On steel decking the insulation shall be mechanically attached to the prepared deck substrate as follows.
- B. Place insulation boards with the long sides forming a continuous line. Once insulation board direction has been established, the direction shall not change of the entire roof area. Systems requiring a coverboard shall have all tapered insulation installed below the coverboard application
- C. Stagger end joints by the maximum dimension possible and make sure the ends and sides touch all along their length. Stagger joints in 2nd and subsequent layers from the joints in underlying insulation. Minimum stagger of the joints between rows and between layers shall be 12 inches.
- D. Mechanically fasten through all layers of insulation to the deck.
 - 1. For mechanically attached single ply roof systems minimum fastening in the field of the roof shall be 6 fasteners per board.
 - 2. Some insulation products or insulation combinations may require a greater number of fasteners per 4' X 8' board than the minimums stated above in order to meet the FM 1-90 wind uplift requirements. Contractor shall consult the FM approval guide to ensure that the correct number of fasteners are installed.
 - 3. Define the size of corners according to FM Data Sheet 1-28 and 1-29. As a minimum to meet FM 1-90, the corners areas shall be fastened using an increased fastener density of 75% over the fastening pattern used in the field of the roof and the perimeter areas shall be fastened using an increased fastener density of 50% over the fastening pattern used in the field of the roof. Consult FMG's *RoofNAV* program for the actual fastening pattern to be used for the roof membrane/roof insulation combination being installed.
- E. The fasteners must penetrate through the full thickness of the deck by 3/4", minimum, and shall not penetrate through the deck more than 1-1/4". On steel deck installations all fasteners must penetrate through the top flange of the roof deck.
- F. Insulation is to be installed with all joints staggered and tightly butted. Gaps between insulation boards shall not exceed 1/8". Insulation is to fit

tightly around projections. Gaps or joints greater than 1/8" are not acceptable and shall be filled with insulation materials trimmed to fit tightly in the gap or with spray foam urethane insulation trimmed flush with the surface of the surrounding insulation after curing.

3.03 ADHESIVE ATTACHED INSULATION

- A. Urethane Foam Adhered Insulation
 - 1. Foam insulation adhesive shall be applied in accordance with the manufacturer's recommendations. Ensure that additional adhesive is installed in perimeter and corner areas to comply with FMG 1-28, 1-29 and 1-90 requirements.
- B. Insulation boards are to be "stepped in" continuously to assure 100% adhesion. Unadhered insulation shall be removed and replaced at no cost to the owner.
- C. Insulation is to be installed with all joints staggered 12" minimum and tightly butted. Gaps between insulation boards shall not exceed 1/8". Insulation is to fit tightly around projections. Gaps or joints greater than 1/8" are not acceptable and shall be filled with insulation materials trimmed to fit tightly in the gap or with spray foam urethane insulation trimmed flush with the surface of the surrounding insulation after curing..
- D. Joints in top layer(s) of insulation are to be offset from the bottom layer(s) of insulation a minimum of 12".
- E. Insulation is to be installed with full bearing (all four edges) on the underlying substrate.

3.04 TAPERED INSULATION, CANTS AND TAPERED EDGE STRIP APPLICATION

- A. General: Install crickets (saddles) and tapered insulation according to tapered layout shop drawings provided by the approved fabricator over the main roofing insulation field.
- B. Joints shall be staggered from the underlying insulation joints.
- C. Install crickets on the up-slope side at all curbs 24 in. wide and greater.
- D. The tapered insulation installation should be installed so that there is no ponding of water.
- E. Install tapered insulation and tapered insulation crickets and saddles per 3.02 and/or 3.03 above, depending on the type of roof membrane installation method used. Install coverboard over completed tapered system.

- F. Except as modified and supplemented herein, follow all additional requirements of the roof insulation manufacturer and the primary roofing manufacturer that apply to installing insulation.

3.05 VERIFICATION

- A. Upon completion of the installation in each area, visually inspect and verify that all components are complete and properly installed. Verify that fasteners are properly located and securely anchored and that all adhered insulation is fully bonded to the underlying substrate.

END OF SECTION 07 22 50/ SINGLE PLY ROOF INSULATION

SECTION 07 54 00

FULLY ADHERED EPDM SINGLE PLY ROOFING

PART 1 - GENERAL

1.01 SUMMARY

- A. This section includes all labor, materials, equipment, and services necessary to complete the fully adhered EPDM single-ply roofing as shown on the drawings and herein specified, including but not limited to: EPDM membrane, flashings and roofing accessories.

1.02 RELATED SECTIONS

- A. Related Sections: The following Sections contain requirements that relate to the Work in this Section.
 - 1. Section 02 41 19 – Selective Demolition
 - 2. Section 06 10 00 - Rough Carpentry
 - 3. Section 07 22 50 – Single Ply Roof Insulation
 - 4. Section 07 62 00 - Sheet Metal Flashings and Trim

1.03 REFERENCES

- A. General: All standards refer to the latest edition or revision, unless otherwise noted.
 - 1. ASTM D 4637 - *Standard Specification for Ethylene-Propylene-Diene Terpolymer (EPDM) Based Sheet Roofing*
 - 2. FM: Factory Mutual Insurance Company/ FM Global
 - 3. FS: Federal Specification or Federal Standard.
 - 4. SMACNA: Sheet Metal and Air Conditioning Contractors National Association.
 - 5. UL: Underwriters Laboratories, Incorporated.

1.04 REGULATORY REQUIREMENTS

- A. Underwriters Laboratories, Inc. (UL.):
 - 1. Fire Classification Rating: UL 790 Standard: Meets - Class A.
- B. Factory Mutual Research Corp. (FM): FM Standard 4470: Meets - Class 1(A).
 - 1. Windstorm Classification Rating: Meets - FM 90
 - 2. Fire Classification Rating: Meets – Class A
- C. Building Code:
 - 1. Meet applicable provisions of local, state, and national building codes. This also includes, but is not limited to, agencies regulating safety, environmental protection, transportation, and insurance.

1.05 SUBMITTALS

- A. General:
1. Submit according to Section 01 33 00.
 2. Submit requests for all changes in writing.
 3. Do not proceed with any changes without written authorization.
 4. All substitutions are subject to Owners approval.
 5. The roofing contractor is responsible for processing and submitting all specified submittals.
- B. Pre-Construction Submittals: The following submittals must be submitted and stamped "Approved" or "Approved as Noted" prior to convening a Pre-Construction Conference: Submit 4 copies.
1. "Roofing Manufacturer's Certification" **Attachment A** of this Section. Completed and signed by the Technical Services Department of the roofing systems manufacturer.
 2. Materials List and Descriptions **Attachment B** of this Section. This Attachment is to be completely filled out and approved by the Thermoplastic Membrane Manufacturer.
 3. Copy of roofing manufacturer's literature describing and illustrating the following requirements for an extended 20-year type system as specified.
 - a. Roof System Spec. No.
 - b. Insulation
 - c. Flashing System
 - d. Preliminary Warranty
 4. Copy manufacturer's literature for prefinished sheet metal, color as scheduled; according to Section 07 62 00.
 5. Shop Drawings: according to Section 07 62 00.
 6. Proposed Construction schedule.
 7. List of any other roofing Suppliers and/or Subcontractors.
 8. Prior to starting any roofing work submit **Quality Control Inspection Check List # 1 Attachment E** Pre-Construction Activities and submit to the owner/owner representative.
- C. Post Construction Submittals
1. Contractor shall submit an executed **Performance Agreement Attachment C** covering a duration of 5 years.
 2. WARRANTY/GUARANTEE: Contractor shall provide upon acceptance work by the Owner, Consultant and Manufacturer a 20 year "No Dollar Limit "(NDL) replacement cost roofing system warranty/guarantee. Reference paragraph 1.09 Warranty.

1.06 QUALITY ASSURANCE

- A. Roofing Contractors: Only Contractors authorized by the specified EPDM Membrane Roofing Manufacturer's and who have prequalified through WeatherTech RFQ process shall be allowed to bid the project.

- B. Membrane Roofing Systems shall be installed in accordance with the most current guide specifications and details as amended and/or authorized by Manufacturer for specific project requirements to issue a 20 year NDL warranty.
- C. Roofing contractor shall designate a Quality Controller for the project to perform the following duties on behalf of the roof contracting firm:
 - 1. Attending pre-construction roofing conference.
 - 2. Prior to starting any roofing work submit **Quality Control Inspection Check List # 1 Attachment E** Pre-Construction Activities and submit to the owner/owner representative.
- D. Work may be audited at any time. Provide the Owner, Owner's Representative and Consultant safe entry to all work areas and all the records and information requested during the audit.
- E. Pre-Construction Roofing Conference:
 - 1. Upon receipt of approved submittals, the Quality Controller for the roofing contractor is required to coordinate with the attendance of:
 - a. Roofing Contractor
 - b. Owner
 - c. WeatherTech Consulting Group
 - d. Roofing Manufacturer
 - e. Others as designated
 - 2. Convene the Pre-Construction Roofing Conference with the designated participants a minimum two weeks prior to start of work.
 - 3. WeatherTech Representative conducting the conference will:
 - a. Review Contract requirements, procedures, and coordination to assure a complete understanding of requirements and responsibilities.
 - b. Discuss procedures and plans to execute the work, scheduling, and equipment to be used, on-site material handling, assignments, and storage procedures.
 - c. Walk participants through areas where work is to be performed.
- F. Notification to Start Work:
 - 1. Notify the Owner's Representative and WeatherTech Consulting Group, Inc. one week in advance of work start date. Confirm in writing.
- G. Meetings:
 - 1. Schedule meetings as requested by Union Pacific Railroad or WeatherTech according to Contract Documents. Coordinate the attendance of requested participants.
- H. Punch List Inspection: Once all work is completed, Quality Controller for the roofing contractor shall schedule punch list inspection with the owner's representative and the roofing manufacturer to review the completed work

and determine all corrective actions necessary to meet the intent of the Contract.

I. Close-out Audit Inspection

1. Once all punch list items have been completed by the contractor, Quality Controller for the roofing contractor shall schedule final inspection. Coordinate the attendance of requested participants.
2. This final review will release the process for Final Payment as outlined in Section 01 77 00, less any designated retention clause, unless the above review reveals all of the punch items have not been completed. In such case, the contractor will continue to make corrections and a new Final Inspection Date shall be established.

J. Contract Close-out

1. Contract closeout procedures shall be conducted in accordance with Section 01 77 00.

1.07 DELIVERY, STORAGE, AND HANDLING

A. Deliver all materials to the job site in manufacturer's original, unopened containers, with readable labels. Use those materials having labels that:

1. Identify the material.
2. Indicate conformance with reference standard applicable to the material.
3. Bear UL and FM labels as applicable.

B. Roofing Membrane and Accessories:

1. All rolls of membrane shall be stored, lying down.
2. Do not expose materials to moisture in any form before, during or after delivery to the site.
3. Store on clean raised platforms at least four inches above the ground or roof surface.
4. Conspicuously mark unprotected materials and permanently remove such materials from the site.
5. Adhesives and sealants shall be safely stored between 40° F (5° C) and 80° F (27° C).
6. Flammable materials shall be stored in a cool, dry area away from sparks and open flames. Follow all precautions as outlined in manufacturer's Material Safety Data Sheets.

C. Insulation and cover board materials shall be elevated on pallets and fully protected from moisture with tarpaulins. (Manufacturer's packaging is not considered adequate protection from moisture.)

D. Materials, having been determined by the owner/owner's representative to be damaged, not as specified or as otherwise not approved shall be immediately removed from the construction site and replaced at no cost to the owner.

1. Use spray paint or crayon to mark each piece of rejected material. If materials get wet or damaged, mark them as rejected. Do not use rejected material.

1.08 SCHEDULING

- A. Schedule and supervise work crews so that daily production schedules of new roofing shall be limited to only that which can be made 100% watertight at the end of the day, including all flashing and night seals.
 1. The definition of daily-completed roofing will be as agreed to in the Pre-Construction Conference and all flashings within and adjoining the membrane.
- B. Contractor to supply Construction Schedule at Pre-Construction Conference according to Division 1 Section - Construction Schedule.
- C. Plan and coordinate the installation of the roofing system with other trades in such a manner to avoid membrane damage, keeping the complete installation weather tight and in accordance with all approved details and warranty requirements.

1.09 WARRANTY

- A. Manufacturer's representative shall inspect the installation for compliance with manufacturer's standards upon completion of the roofing system.
 1. Deviations or changes from the contract specification shall have written approval from the roofing manufacturer, for presentation to the Consultant at completion of roofing system.
- B. The Contractor shall provide the Owner with the roof system manufacturer's 20 year "No Dollar Limit" warranty against defects in materials and workmanship. Submit a specimen of this warranty for approval prior to commencement of the work. The completed and approved warranty agreement shall be delivered to the Owner before final payment will be made. The warranty shall provide for repair and replacement of defective Work at no cost to the Owner.
- C. Additionally, the Contractor shall issue a separate guarantee **Performance Agreement Attachment "C"** for a period of 5 years from the date of Substantial Completion covering all portions of the Work not within the scope of the manufacturer's warranty. Contractors guarantee repairs to, and replacements of, defective work shall be performed promptly upon notice by the Owner and at no cost to the Owner.

PART 2 - PRODUCTS

2.01 MANUFACTURER

A. Roofing Manufacturer

1. The Roofing Manufacturer referred to in the Contract is the primary roofing manufacturer of the specified 20-year type roofing membrane and flashing systems, and may or may not manufacture and market other components in the system.

B. Manufacturer Requirements

1. Except as modified and supplemented herein, follow the Roofing Manufacturer's and other materials Manufacturers' catalogs, general and special requirements, and specific application recommendations.
2. With respect to methods of installation, industry practices apply only when this Contract does not address the matter.

2.02 MEMBRANE COMPONENTS

- A. Minimum product requirements have been listed for each approved roof system manufacturer. All of these components must be used and bid. Products not supplied by the manufacturer are to be purchased from a manufacturer approved source.

B. The following manufacturers are approved suppliers of roof system listed:

1. Carlisle Syntec, Firestone Building Products, Johns Manville

2.03 EPDM ROOF MEMBRANE AND FLASHING MATERIALS

- A. Roof membrane shall be non-reinforced 60 mil (.060) nominal thickness cured Ethylene-propylene-diene terpolymer (EPDM) single ply roof membrane conforming to ASTM D4637, Type I.

1. Approved membrane sheets are:

- a. Carlisle Syntec Systems – Sure-Seal EPDM 60 mil
- b. Firestone Building Products - RubberGard EPDM 60 mil
- c. Johns Manville – JM EPDM NR 60 mil

- B. Membrane flashing for walls, strip-ins and curbs shall be 60 mil (.060") nominal thickness, Ethylene-propylene-diene terpolymer (EPDM) sheet regardless of roof cover sheet thickness.

1. Pre-fabricated EPDM flashing accessories such as pipe boots, inside and outside corners, etc. to be utilized when offered by the manufacturer.

2.04 RELATED MATERIALS AND ACCESSORIES

- A. Bonding Adhesive: Manufacturer approved Bonding Adhesive shall be used for bonding all membranes and flashing membranes to wood, metal, masonry, and approved roof insulation board surfaces.

B. Seam Adhesives, Primers and Seam Tapes

1. Manufacturer approved self adhering seam tape, cleaners and primers shall be used at all field seams in the roof membrane

- wherever feasible.
2. Manufacturer approved seam adhesive shall be used in areas where seam tapes cannot be used and for special or unusual flashing installations.
- C. Lap Sealant: Manufacturer approved Seam Caulk to be solvent-based caulk and shall be used to seal exposed edges of adhesively joined seams.
- D. Fastening Strips: Manufacturer approved polyester scrim reinforced, cured EPDM self adhering termination strips to be at all base terminations.
- E. All-Purpose Sealant: Manufacturer approved butyl-based sealant shall be used for a water cutoff mastic, sealant to top off pitch boxes, and as an exterior grade caulk for metal work.
- F. Termination Bar: Manufacturer approved Termination Bar shall be pre-punched 1-1/4" X 1/8" aluminum or stainless steel bar with an integral caulk receiver.
- G. Roof Walkways: Manufacturer approved Walkway material shall be compatible with the roof membrane and as supplied or approved by the manufacturer.

PART 3- EXECUTION

3.01 PREPARATION

- A. Do not begin roofing work until all decks, walls, curbs, nailers, accessories, and underlying substrates are ready and acceptable to have roofing materials installed. Submit **Quality Control Checklist #1**. By beginning roofing work, the Contractor acknowledges that such preparatory work is satisfactory.
- B. Verification of Conditions:
1. Layout: Verify layout of work before beginning installation.
 2. Existing Conditions: Examine substrate before beginning installation. Examine surfaces for inadequate anchorage, drainage, foreign material, moisture, penetration and curb locations, and unevenness, which would prevent execution and quality of application of roof system as specified.
 3. Verify that work of other trades, which penetrates roof deck, has been completed.
 4. Verify heights of curbs, penetrations and perimeter conditions to accommodate minimum 8 in. flashing height, particularly conditions impacted by installation of tapered insulation or crickets.
 5. Examine deck slope, equipment placement and tapered insulation layout for positive drainage. No ponding water shall remain on roof deck for greater than 48 hours after the completed roof system is installed.

6. Notification: Notify Owner and roof consultant of unsatisfactory conditions in writing.
 7. Prefabricated curbs:
 - a. Metal skinned curbs without wood blocking for nailing require $\frac{1}{2}$ in. CDX plywood around curb prior to base flashing application.
 - b. Metal skinned curbs with wood blocking curbs for nailing whose finished base flashing height will be a maximum 12 in. are acceptable for direct application of base flashing. Curbs whose finished base flashing height is greater than 12.in. require $\frac{1}{2}$ in. CDX plywood around curb prior to base flashing applications.
 - c. Curbs with exterior insulation and no wood blocking for nailing require $\frac{1}{2}$ in. CDX plywood around curb prior to base flashing application.
 - d. Curbs with exterior insulation and wood blocking for nailing are acceptable for direct application of base flashing.
 8. Notification: Notify Owner of unsatisfactory conditions in writing.
- C. Coordination:
1. Coordinate Work of this Section with work of other sections and trades.
 2. Coordinate the work at perimeters, roof penetrations, equipment curbs and other conditions as required for:
 - a. Roof drains and/or scuppers are located at proper level to drain finished roof and meet code requirements. Contractor responsible to reset before proceeding with installation of roof system.
 - b. Installation of flashing and sheet metal as indicated on drawings or as required to insure water tightness.
- D. Do not install roofing materials during rain, fog, mist, snow, or other inclement weather. One exception is that temporary work may be installed during such weather to protect materials that are already installed. Remove all temporary work and materials that have been exposed to such weather, then install permanent materials as specified.
1. Do not apply roofing materials when moisture in any form (such as dew) can be seen or felt on the surface to which those materials will be applied.
- E. Confine equipment, storage of materials and debris, and the operations and movements of workmen within the limits as indicated or as directed by the Owner. Do not load or permit any part of a structure to be loaded with a weight that will endanger safety of personnel, the public or cause damages to the building. When there is any doubt about roof deck or structural components being able to bear the load of any material and/or equipment, do not load the roof deck until design structural engineer gives clearance in writing.

- F. Protect the building, all contents, and the surrounding area from damage and protect building occupants from injury during execution of work. Do this in a manner which will not affect the normal conduct of operations in the building. It is the Contractor's responsibility to determine the nature of these operations and provide the appropriate level of protection. Repair, replace or otherwise compensate the Owner for all damaged items and loss of operations caused by lack of such protection to the Owner's satisfaction. No driving on sidewalks per TSD.
- G. Remove all debris daily from the roof. Use enclosed chute, crane and bucket, or construction hoist to minimize dust, dirt, and noise.
- H. Where wheeled or other traffic over the partially or fully completed roofing is unavoidable, provide and use adequate plank or plywood protection for the roofing.

3.02 WOOD NAILER INSTALLATION

- A. Install continuous wood nailers at the perimeter of the entire roof and around roof projections and penetrations as shown on the Detail Drawings.
 - 1. Nailers shall be anchored to resist a minimum force of 300 pounds per lineal foot (4,500 Newtons/lineal meter) in any direction. Individual nailer lengths shall not be less than 3 feet long. Nailer fastener spacing shall be at 12 inches on center or 16 inches on center if necessary to match the structural framing. Fasteners shall be staggered 1/3 the nailer width and installed within 6 inches of each end. Two fasteners shall be installed at ends of nailer lengths. Nailer attachment shall meet this requirement and that of the current Factory Mutual Loss Prevention Data Sheet 1-49.
 - 2. Thickness shall be as required to match substrate or insulation height to allow a smooth transition.

3.03 INSULATION INSTALLATION

- A. On steel and wood decks, the insulation shall be attached to the prepared deck substrate as outlined in Specification Section 07 22 50 Single Ply Roof Insulation. **SEE SCHEDULE ON COVER PAGE – “CP” OR ROOF PLAN – “RP” FOR INSULATION ATTACHMENT REQUIREMENTS**

3.04 MEMBRANE INSTALLATION

- A. Provide temporary ballast in partially completed sections to control wind effects during construction.
- B. Fully Adhered Membrane Installation:
 - 1. Outside ambient air temperature must be a minimum 40 degrees °F (4.4 degrees C) and rising.
 - 2. For roofs with interior drainage, start with first sheet centered on

-
- drain valley. Fold sheet so that the bottom side half of the full length of sheet is exposed.
3. Apply a 100 percent continuous coat of bonding adhesive to the corresponding substrate or insulation area.
 4. Allow adhesive to dry until tacky and does not string or stick to a dry finger. When sufficiently dry, carefully unfold the glued portion of the membrane in a rolling motion onto the glued substrate surface, avoiding any wrinkles or air pockets. Immediately roll the adhered area using a weighted pressure roller. Applying pressure with a weighted roller is required to promote full contact of the membrane with adhesive.
 5. Repeat the procedure for the other half of the sheet.
 6. For roofs with edge drainage, start at the low edge with the first sheet.
- C. Seam Tape Application
1. Seaming area is to be absolutely clean and free of moisture traces, dust, dirt, or debris.
 2. Remove protective backer from one side of the seam tape and apply seam tape to the bottom sheet of membrane in the lap area and roll top of seam tape to completely remove all voids and air bubbles.
 3. Fold the top sheet over the bottom sheet and allow the seam area to freely fall together, avoiding wrinkling, pulling or stretching the membrane.
 4. Pull top layer of protective backing from seam tape while rolling top membrane into adhesive surface of tape.
 5. Roll all seams with a 2" to 3" wide steel roller to ensure proper seam adhesion. Seams are to be rolled perpendicular to the lap and for the length of the entire seam.
- D. Flashing Installation: Perimeters, curbs, vents, expansion joints, drains, and other details shall be flashed. Under no circumstances shall flashings cover weep holes or any form of through-wall drainage
- E. In all areas where side laps intersect end laps ("T" joints) a manufacturer approved cover patch of uncured EPDM membrane shall be centered over the "T".
- F. Overnight Seal/Temporary Water Stop Installation:
1. Water stop shall be made by a sealant method approved by manufacturer.
 2. Roofing contractor shall coordinate installation to ensure the system is made watertight at the end of each work day.
- G. Roof Walkways Installation: When regular and routine roof traffic is anticipated (for example, to service rooftop units), walkway roll is required to be installed over the membrane.
1. Membrane shall be clean and dry. Remove any visible dirt and

debris.

2. Position walkway roll and cut to desired length.
3. Walkway shall not cover seams. Walkway shall be kept a minimum of 2 inches from the edge of the seam on the bottom sheet of the completed lap and a minimum of 6 inches (152 mm) from the edge of the seam when located on the top sheet of a completed lap.

3.05 SEALANT APPLICATION

- A. Apply sealant as detailed in Section 07 90 00.
- B. Preparation:
 1. Remove any existing materials or debris from joint between surfaces. Removal shall be completed with approved equipment.
 2. Immediately before sealant installation, clean all surfaces. The surface shall be cleaned to provide uncontaminated, dry surfaces suitable for the application of the new sealant.
 3. Clean all joints and surfaces removing all foreign matter and contaminants such as grease, oil, dust, water, frost, surface dirt, old sealant.
- C. Application
 1. Install joint filler and backers rods as necessary.
 2. Apply primer as required for substrate type and condition.
 3. Apply in continuous beads between 1/8 – 3/8 in. thick.
 4. Do not apply below 40°F or higher than 100° F.
 5. Tool immediately, as required, and in a manner to slope water away from sealed surfaces.
 6. There shall be no voids across the entire sealant joint cross section.
 7. Install backer rod for any joint width greater and 1/4_ in.
 8. Install as indicated on drawings.

3.06 INSPECTION

- A. Upon completion of the installation, an inspection will be performed by a representative of the roofing manufacturer to ascertain that the roofing membrane system has been installed according to approved specifications and details. Upon approval of the project, a Warranty shall be written.

3.07 CLEANING

- A. Progress Cleaning
 1. All stored materials and equipment shall be maintained in an orderly manner allowing maximum access, not impeding drainage or traffic, and providing the required protection of materials.
 2. Accumulation of construction debris, scraps, and other items is not permitted and must be removed daily.
 3. Contractor shall provide adequate storage for all items awaiting removal from the job site in accordance fire protection and environmental requirements.

3.09 CLOSE OUT

- A. Performance Agreement Sign: Provide a 24 inch x 24 inch minimum size, painted metal sign (Attachment D) with dark color background and letters of contrasting color. Use paint compatible with the metal. Make the sign to read as shown on detail at end of this Section. Sign to be mounted in conspicuous place on roof.

END OF SECTION

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ROOFING MANUFACTURER'S CERTIFICATION

Manufacturer: _____

Address: _____

Technical Services Dept Ph. _____ Fax _____ Email _____

CONTRACTOR INFORMATION

This is to advise you that the referenced contractor is accredited and an authorized and approved applicator of our roofing membrane systems.

Roofing Contractor: _____

Address: _____

Manufacturer's Contractor Number: _____

PROJECT CERTIFICATION

We have reviewed the project documents for referenced project and certify that the 20-year type roofing membrane system(s) and related flashings listed below are suitable for use with the roof system construction specified for this project. This certification is limited to normal wear and tear by the elements. It does not include the structural design of the building, abuse, misuse, or Acts of God

Project Address: _____

Roof Area Designation (as indicated in specification)	Roofing Membrane Specification Number	Flashing Specification Number

Signature of Primary Membrane Manufacturer's Authorized Representative:

Name: _____

Title: _____

Address: _____

Date: _____ Phone: _____ Fax: _____ Email: _____

Attachment A

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MATERIALS LIST AND DESCRIPTIONS

Project Name/Identification: _____

Location: _____

Contractor: Complete this submittal as follows:

- Refer to Part 2 of the project technical specifications for a complete description of each listed material.
- Fill in the "Manufacturer or Supplier Description" column; provide brand name or other material identification. Also include thicknesses, sizes, or gauges if applicable to the material.

Complete the signature block at the end of the attachment.

Materials and Standards	Spec. Ref. Item	Manufacturer or Suppliers Description	Notes
Membrane Components	075400		
Roofing Manufacturer's Membrane Spec. No.	2.05, A, 2		
EPDM Membrane, 060, ASTM D4637, Type I	2.05, A,		
Bonding Adhesive; Field Membrane	2.05, B, 1		
Lap/splice Cement	2.05, B, 2		
Lap/splice Tape	2.05, B, 3		
Cleaning Solvent	2.05, B, 4		
Internal Sealant	2.05, B, 5		
External Sealant	2.05, B, 6		
Walk Pads	2.05, B, 7		
Sealant Components	07540		
Pitch Pan Filler: 2Part Urethane	2.07, B		
Pitch Pan: Quick dry Concrete	2.07, B, 4		

Materials and Standards	Spec. Ref. Item	Manufacturer or Suppliers Description	Notes
Insulation components	072250		
First/Bottom Insulation: Polyisocyanurate, ASTM C1289, Type II, Class 1, Grade 2	2.02, A		
Second/Top Insulation Polyisocyanurate, ASTM C1289, Type II, Class 1, Grade 2	2.02, A		
(As required) Third/Top Insulation Layer: Reinforced Gypsum Board	2.02, B		
Mechanical Fasteners (Deck) FM Approved	2.03, A		
Insulation Adhesive	2.03, B		
Tapered Edge Strips:	2.02, C		

Polyisocyanurate ASTM C1289, Type II, Class 1, Grade 2.			
Cricket Insulation: Polyisocyanurate ASTM C1289, Type II, Class 1, Grade 2.	2.02, C		

Contractor: Complete the signature block below (if applicable):

Name of Roofing Contracting Firm: _____

Address: _____

Telephone: _____

Roofing Contractor's Authorized Signature: _____

Roofing Contractor's Name (print or type): _____

Date: _____

Name of General Contracting Firm: _____

Address: _____

Telephone: _____ **Fax:** _____

General Contractor's Authorized Signature: _____

General Contractor's Name (print or type): _____

Date: _____

ATTACHMENT B (end)

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Performance Agreement

Project Name/Identification: _____

Project Address: _____

Roof Areas: _____

Substantial Completion Date: _____

End of Performance Agreement Date: _____

CONFORMANCE STATEMENT: The above titled project has been completed in accordance with the requirements of the Contract.

For a 5-year period, from date of notice of substantial completion of the building, we will inspect and make emergency repairs to defects and leaks in the roof system within 24 hours of receipt of notice from Owner. As soon as weather permits, we will make permanent repairs and restore the affected areas to the standard of the Contract requirements. All this work will be done without additional cost to Owner, except if it is determined that such leaks and defects were caused by abuse, or by lightning, hurricane, tornado, or other unusual natural phenomena or failure of related work done by others.

Name of Roofing Contracting Firm: _____

Address: _____

Telephone: _____ **Fax:** _____

Email Address: _____

Roofing Contractor's Authorized Signature: _____

Roofing Contractor's Name (print or type): _____

Date: _____

Name of General Contracting Firm (if applicable): _____

Address: _____

Telephone: _____ **Fax:** _____

Email Address: _____

General Contractor's Authorized Signature: _____

General Contractor's Name(print or type): _____

Date: _____

ATTACHMENT C

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PERFORMANCE AGREEMENT SIGN

**THIS ROOF IS UNDER
A PERFORMANCE AGREEMENT
UNTIL (MONTH/YEAR)**

**ANY REPAIRS OR ALTERATIONS
MUST BE PERFORMED BY**

**(ROOFING CONTRACTOR)
ADDRESS**

**(CITY, STATE, ZIP CODE)
(AREA CODE/PHONE NUMBER)**

**(GENERAL CONTRACTOR)
ADDRESS**

**(CITY, STATE, ZIP CODE)
(AREA CODE/PHONE NUMBER)**

Construct a sign 2' x 2' (4 square feet) and include the above wording. Insert Month and Year (5 year after final acceptance date) Contractor's names, addresses, phone numbers. Sign to be posted as specified.

ATTACHMENT D

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Quality Inspection Check List #1 Pre-Construction Activities

PROJECT/STORE # _____ DIVISION: _____ DATE: _____

LOCATION: _____

QUALITY INSPECTION PERFORMED BY: _____

COMPANY: _____

CIRCLE: Y-Yes N-No N/A-Not Applicable			
Y	N	N/A	Specifications and drawings read, understood, and are available for review.
Y	N	N/A	All certifications or approvals received for decking and roofing materials.
Y	N	N/A	Material supplier's literature and application specifications are available for information and review.
Y	N	N/A	Safety precautions, regulations and MSDSs have been reviewed, in compliance, and are on site during application.
Y	N	N/A	Amount and type of materials required by specifications (and verified by on-site inspection of product labels) are at the job site, and are visually suitable for application.
Y	N	N/A	Materials are stored appropriately covered, off ground, and on pallets.
Y	N	N/A	All roofing equipment is in good working order and functioning properly.
Y	N	N/A	Edge nailers, curbs, drains, and penetrations have been installed before starting roofing.
Y	N	N/A	Drainage patterns proper for roof membrane installation.
Y	N	N/A	If fastener pullout tests are specified, verify they have been conducted and the results have been approved by the specifier.
EXPLAIN AND COMMENT "NO" ENTRIES			

Contractors Signature: _____

Print Name: _____

Attachment E

SECTION 07 62 00

SHEET METAL FLASHING AND TRIM

PART 1 - GENERAL

1.01 SUMMARY

- A. This Section includes sheet metal flashing and trim in the following categories:
 - 1. Metal copings, sheet metal flashing and counterflashings, pitch pans, stack flashings and other fabricated sheet metal items as indicated on the Schedule(s) on the Roof Plan(s).
 - 2. Reglets and accessories.
 - 3. Sheet metal splash pans and pre-cast concrete splash blocks.

1.02 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions and Division 1 specification Sections, apply to this Section.
- B. Related Sections – the following sections contain requirements that relate to this section:
 - 1. Section 07 54 00 – Fully Adhered EPDM Single Ply Roofing
 - 2. Section 02 41 19 – Selective Demolition
 - 3. Section 06 10 00 - Rough Carpentry
 - 4. Section 07 22 50 – Single Ply Roof Insulation

1.03 PERFORMANCE REQUIREMENTS

- A. General: Install sheet metal flashing and trim to withstand wind loads, structural movement, thermally induced movement, and exposure to weather without failing.
- B. ANSI/SPRI ES-1 or GD-1 tested and certified by a 3rd party testing laboratory active in the testing of industry standard edge metal systems.
- C. Product Data: Manufacturer's data sheets on each product to be used, including:
 - 1. Preparation instructions and recommendations.
 - 2. Storage and handling requirements and recommendations
 - 3. Installation methods.
- D. Manufacturer's Certificates: Certify products meet specified performance requirements.

1.04 SUBMITTALS

- A. Submit according to Section 01 33 00.
- B. Shop Drawings: Indicate materials profile, jointing pattern, jointing details, fastening methods, flashings, terminations and installation details.
- C. Product Data: Provide data on prefabricated components.
- D. Samples: Submit two samples in minimum 8 in. by 8 in. sizes illustrating typical material and finish and metal finish color.
- E. Submit information for sheet metal materials as required on Attachment B, *Materials List and Description* in the roofing specification section for the chosen roof membrane system.

1.05 QUALITY ASSURANCE

- A. Installer Qualifications: Engage an experienced Installer who has completed sheet metal flashing and trim work similar in material, design, and extent to that indicated for this Project and with a record of successful in-service performance.
 - 1. Company specializing in sheet metal work with 5 years experience.
- B. Pre-construction conference: Coordinate with roofing and other related work; convene conference minimum one week before starting work.
 - 1. Manufacturer Qualifications: Company certified by Roof System Manufacturers as a "Authorized Fabricator" in manufacturing Edge Metal Products specified in this section.
 - 2. 3rd Party QA Certification: "Authorized Fabricator" certified and inspected by 3rd party ANSI/SPRI authorized testing laboratory for quality assurance. Current annual certificate required.
 - 3. Installer Qualifications: Company certified by Metal Manufacture as a "Certified Installer: in the installation of Edge Metal Products specified in this section.
 - 4. Mock-up: Provide a mock-up for evaluation of surface preparation techniques and application workmanship.
 - a. Finish areas designated by (Consultant or Owner).
 - b. Do not proceed with remaining work until workmanship, color and sheen are approved by (Consultant or Owner).
 - c. Refinish mock-up area as required to produce acceptable work.

1.06 REGULATORY REQUIREMENTS

- A. Building Code:
 - 1. Meet applicable provisions of local, state, and national building codes. This also includes, but is not limited to, agencies regulating safety, environmental protection, transportation, and insurance.

- B. Gutter and Downspout Components: Conform to applicable code for size and method of rain discharge. Use SMACNA gutter sizing recommendations if other criteria is not available.

1.07 DELIVERY, STORAGE AND PROTECTION

- A. Stack material to prevent twisting, bending and abrasion, and to provide ventilation. Slope metal sheets to ensure drainage.
- B. Prevent contact with materials which may cause discoloration.
- C. Remove protective plastic surface film immediately before installation.

1.08 PROJECT CONDITIONS

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

1.09 DESIGN CRITERIA AND PERFORMANCE STANDARDS

- A. Sheet metal work shall conform with the following standards:
 - 1. *Copper, Brass, and Bronze Handbook: Sheet Copper Applications*, published by the Copper Development Association, Inc., (CED), New York, NY.
 - 2. *Factory Mutual Global Loss Prevention Data Sheet* 1-49.
 - 3. Sheet Metal and Air Conditioning Contractor's National Association (SMACNA) *Architectural Sheet Metal Manual* - Latest Edition.

PART 2 - PRODUCTS

2.01 DESIGN

- A. Sheet metal shall be formed sheet shapes as indicated on the drawings and in conformance with details on the approved shop drawings.
- B. Where sheet metal is required and no material or gauge is indicated on the drawings, provide the highest quality and gauge commensurate with the referenced standards.
- C. Sheet metal shall be installed in accordance with the recommendations of SMACNA and FMG *Loss Prevention Data Sheet* 1-49.

2.02 METALS

- A. Sheet metal work shall be the type and thickness recommended by the

SMACNA Manual. In no case, however, shall any material be less than the following:

1. Galvanized Steel Sheet: ASTM A526, G90, or ASTM A527, G90, lock-forming quality, hot-dip galvanized steel sheet, paintable as indicated; not less than 24 gage unless otherwise indicated.
2. Pre-Finished Galvanized Steel Sheet: ASTM A526, G90, or ASTM A527, G90, lock-forming quality, hot-dip galvanized steel sheet, lock-forming quality, hot-dip galvanized steel sheet; not less than 26 gage unless otherwise indicated. Shop pre-coated with PVDF (polyvinylidene fluoride) Kynar 500 finish; color as scheduled or as selected by the Owner.
3. Stainless steel shall be fully annealed, type 304, stainless steel sheet, minimum 26 gage.
4. Aluminum shall be fully annealed, type 1035, aluminum sheet, minimum .032" or .040" thick, minimum thickness.
5. Thermoplastic Membrane Clad Galvanized Steel Sheet: ASTM A526, G90, or ASTM A527, G90, steel sheet metal with thermoplastic membrane clad surface on one side - suitable for heat welding to thermoplastic membrane, not less than 24 gage unless otherwise indicated. To be supplied by the roof system manufacturer.
6. Galvanized Steel Sheet: ASTM A526, G90, or ASTM A527, G90, lock-forming quality, hot-dip galvanized steel sheet, paintable as indicated; not less than 20 gage unless otherwise indicated for cleats.

2.03 COUNTERFLASHING AND REGLETS

- A. General: Units of type, material, and profile indicated, formed to provide secure interlocking of separate reglet and counterflashing pieces and compatible with flashing indicated.
 1. Counterflashing: Minimum 24 gage.
- B. Surface-Mounted Type: Provide with slotted holes for fastening to substrate, with EPDM backed weatherproofing washers, and with channel for sealant at top edge.
- C. Masonry Type: Provide with offset top flange for embedment in masonry mortar joint.
 1. Minimum embedment into masonry joints shall be 1".
- D. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 1. Fry Reglet Corporation.
 2. Hickman: W.P. Hickman Co.
 3. Firestone Building Products
 4. Johns Manville
 5. Carlisle Syntec

2.04 MISCELLANEOUS MATERIALS AND ACCESSORIES

- A. Solder: ASTM B32, Grade Sn50, used with rosin flux.
- B. Fasteners
 - 1. Provide hot dipped zinc coated (galvanized) steel, stainless steel or brass fasteners for exterior use. Select fasteners for the type, grade, and class required and to be compatible with the type of metal being fastened.
 - 2. Approved Products - Wood Fasteners
 - a. Ring shanked galvanized steel or stainless steel roofing nail with a 3/8" head. Fastener to provide 1-1/4" embedment into nailing substrate.
 - b. Galvanized steel or stainless steel #12 pan head sheet metal screws. Screw type fasteners to provide 1" embedment into substrate.
 - 3. Approved Products - Steel Fasteners
 - a. Dekfast by Construction Fasteners
 - b. Roof Grip by Buildex
 - c. Insul Fixx by Fabco
 - 4. Concrete Fasteners
 - a. Fasteners for fastening sheet metal to masonry/concrete surfaces shall be one of the following:
 - 1) Metal Hit Anchor by Hilti
 - 2) Rawl Drives by Rawl
 - 3) Zamac Nailin by Rawl
 - 5. Unless specifically shown otherwise on the detailed drawings, all exposed fasteners shall have EPDM backed metal washers.
 - 6. Blind ("Pop") rivets for fastening sheet metal to sheet metal shall be 1/8" diameter X 1/4" long (minimum) and shall be composed of the same type of metal being fastened. Use 3/16" diameter X 3/8" long rivets for sheet metal thicker than 24 gage steel, 16 o.z. copper or .032" aluminum.
- C. Asphalt Coating: SSPC-Paint 12, solvent-type asphalt mastic, nominally free of sulfur and containing no asbestos fibers, compounded for 15-mil (0.4-mm) dry film thickness per coat.
- D. Sealants:
 - 1. Urethane Sealant Compound
 - a. Compound shall be a single-component, urethane-base sealant.
 - b. ASTM C920, Type S, Grade NS, Class 25, Uses NT, M, G, A, O
 - c. Sealant shall meet or exceed all requirements of MIL-S 8802 and FS-TT-S-001543A.
 - 2. Heat Resistant Sealant

- a. Heat Resistant Sealant: 1-part, non-slumping for applications with high temperature exposure ranging from -85°F to 500°F. Dow Corning 736 or equal.
- 3. Butyl Sealant
- 4. Pitch Pan Sealant - Two part, chemical cure, urethane, pourable
 - a. Acceptable Products:
 - 1) Chem Link Pro Pack by Chem Link
 - 2) JM UltraGard Pourable Sealer by Johns Manville
 - 3) Pourable Sealer S-10 by Firestone Building Products
- E. Quick-drying, non-expanding concrete grout for pre-filling pitch pans shall meet the following requirements:
 - 1. Early Volume Change (ASTM C827) 0% shrinkage
 - 2. Hardened Volume Change - 0% shrinkage, 0% expansion after set
 - 3. Compressive Strength (ASTM C109) - 5000 PSI/7 days
 - 4. Acceptable Products
 - a. Thorite
 - b. Five Star Grout
- F. Metal Accessories: Provide sheet metal clips, straps, anchoring devices, and similar accessory units as required for installation of Work, matching or compatible with material being installed; non-corrosive; size and thickness required for performance.
- G. Primer paint shall conform to Federal Specifications DOD-P-21035A and MIL-P-26915C
 - 1. Approved Product
 - a. Rust-O-leum V2185 Cold Galvanizing Compound, or approved equivalent
 - 2. Primer paint shall be applied by spray, roller or brush to metal surfaces in two (2) 1-2 mil coats, minimum
- H. Asphalt Flashing Cement: ASTM D4586, Type I.
- I. Downspout Splash Pads: Precast Concrete type sizes and profiles as indicated minimum 3,000 psi at 28 days, with minimum 5% air entrainment.
- J. Termination bar shall be 1/8" X 1-1/4" type 1035 aluminum with holes pre-punched at 4" o.c. Termination bar shall be provided with an integral caulking lip at the top edge.
- K. Self-adhering, modified bitumen membrane shall conform to ASTM D 1970.

PART 3 - EXECUTION

3.01 FABRICATION

- A. Sheet Metal Fabrication Standard: Fabricate sheet metal flashing and trim to comply with recommendations of the latest edition of the Sheet Metal and Air Conditioning Contractor's National Association's (SMACNA) *Architectural Sheet Metal Manual* that apply to the design, dimensions, metal, and other characteristics of the item indicated.
- B. Comply with details shown to fabricate sheet metal flashing and trim that fit substrates and result in waterproof and weather-resistant performance once installed. Verify shapes and dimensions of surfaces to be covered before fabricating sheet metal.
- C. Form exposed sheet metal Work that is without excessive oil canning, buckling, and tool marks and that is true to line and levels indicated, with exposed edges folded back to form hems.
- D. Fabricate nonmoving seams in sheet metal with flat-lock seams, except where otherwise indicated. At moving joints, use sealed lapped, bayonet-type or interlocking hooked seams.
- E. Form pieces in maximum 10 foot lengths to with no joints allowed within 24" of corner or intersection.
- F. Fabricate cleats and attachment devices from same material as sheet metal component being anchored or from compatible, non-corrosive metal recommended by sheet metal manufacturer.
 - 1. Size: As recommended by SMACNA manual or sheet metal manufacturer for application but never less than one full even numbered gage greater in thickness than the metal being secured.
- G. Hem exposed edges on underside ½"; miter and seam corners.
- H. Fabricate corners from one piece with minimum 24" long legs; seam for rigidity and seal with solder, by welding or with sealant as is appropriate for the metal being used.
- I. Fabricate vertical faces with bottom edge formed outward ½" and hemmed to form drip.
- J. Sheet metal edgings, fascia and copings shall extend down past the top of masonry, wood/metal siding, or other wall covering a minimum of 2".

3.02 EXAMINATION

- A. Examine substrates and conditions under which sheet metal flashing and trim are to be installed and verify that work may properly commence. Do not proceed with installation until unsatisfactory conditions have been corrected. Verify that the substrate is dry, clean and free of foreign matter.

- B. Verify roof openings, curbs, pipes, sleeves, ducts, and vents through roof are solidly set, reglets in place, and nailing strips located.
- C. Verify roofing termination and base flashings are in place, sealed, and secure.

3.03 WORKMANSHIP

- A. Form all sheet metal accurately and to the required dimensions and shapes.
- B. All exposed edges of cut sheet metal shall be folded back on concealed surfaces.
- C. Form, fabricate, and install all sheet metal so as to adequately provide for expansion and contraction in the finished work.
- D. Whenever possible, secure metal by means of clips or cleats without fastening through exposed metal.

3.04 WEATHERPROOFING

- A. Finish all sheet metal watertight and weathertight where so required.
- B. Where lap seams do not have a joint cover, lap according to the pitch of the roof, but in no case less than 3".
- C. Make all lap seams in the direction of the water flow.

3.04 JOINTS

- A. Join parts with rivets or sheet metal screws where necessary for strength or stiffness. All corner joints shall be soldered; or in the case of aluminum, welded, unless shown otherwise on the detail drawings.
- B. Provide suitable watertight expansion joints for all sheet metal as required for proper installation.
- C. Caulking of sheet metal shall be neatly and thoroughly performed for a watertight seal.

3.04 PREPARATION

- A. Install starter and edge strips, and cleats before starting installation.
- B. Install surface mounted reglets true to lines and levels. Seal top of reglets with sealant.

- C. Paint concealed metal surfaces with protective backing paint to minimum dry film thickness of 15 mils.

3.05 INSTALLATION

- A. General: Unless otherwise indicated, install sheet metal flashing and trim to comply with regulatory requirements, performance requirements, manufacturer's installation instructions, and SMACNA's *Architectural Sheet Metal Manual*. Anchor units of Work securely in place by methods indicated, providing for thermal expansion of metal units; conceal fasteners where possible, and set units true to line and level as indicated. Install Work with laps, joints, and seams that will be permanently watertight and weatherproof.
- B. Install exposed sheet metal Work that is without excessive oil canning, 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 to result in waterproof and weather-resistant performance. Verify shapes and dimensions of surfaces to be covered before fabricating sheet metal.
- C. Fabricate nonmoving seams in sheet metal with flat-lock seams, to match existing seams, or as indicated on drawings.
- D. Separate metal from non-compatible metal or corrosive substrates by coating concealed surfaces, at locations of contact, with asphalt mastic or other permanent separation as recommended by manufacturer.
- E. Install in accordanc with Manufacturer's installation instructions and code requirements.
- F. Install water cut-off mastics and sealants, as recommended by Manufacturer.

3.06 FASTENING

- A. Secure metal as per detailed drawings.
- B. All clips and cleats are to be fastened a maximum of 12" O.C. with screws and 6" O.C. with ring shanked nails.
- C. For concealed fastening into wood, use hot dipped, double coated zinc ring shank roofing nails.
- D. For exposed fastening into wood or metal, use screws with EPDM backed washers.

- E. Secure metal flashings at roof edges according to FMG *Loss Prevention Data Sheet* 1-49 for specified wind zone.
- F. Provide for thermal expansion of exposed sheet metal Work.
 - 1. Where lapped or bayonet-type expansion provisions in Work cannot be used or would not be sufficiently weatherproof and waterproof, form expansion joints of intermeshing hooked flanges, not less than 1" deep, filled with mastic sealant (concealed within joints).
- G. Form non-expansion, but movable, joints in metal to accommodate elastomeric sealant to comply with SMACNA standards. Fill joint with sealant and form metal to completely conceal sealant.
 - 1. Use joint adhesive for nonmoving joints specified not to be soldered.
- H. All fasteners to be corrosion resistant coated.

3.07 PERIMETER SHEET METAL & PENETRATION FLASHINGS

- A. Reglets and Counterflashings
 - 1. Install reglets to receive counterflashing according to the manufacturer's directions.
 - 2. Saw cut reglets in masonry and concrete construction shall be a minimum of 1" deep by ¼" wide.
 - 3. Coordinate installation of counterflashings with installation of assemblies to be protected by counterflashing.
 - 4. Install counterflashings in reglets or by an approved face fastening method - see the drawings.
 - 5. Secure in a waterproof manner by means of snap-in installation and sealant, lead wedges and sealant, interlocking folded seam, or blind rivets, screws with washers and sealant.
 - 6. Lap counterflashing end joints a minimum of 2" (50 mm) and bed with sealant.
 - 7. Form sections of counterflashings in 10' lengths, maximum.
 - 8. Counterflashing to extend down past the top termination of base flashings a minimum of 3".
- B. Copings
 - 1. Install metal copings with a minimum slope of ¼" per foot to the roof side of the parapet.
 - 2. Copings are to be secured on the exterior side using continuous cleats and on the interior side with self-drilling/self-tapping screws with EPDM backed washers with a maximum spacing of 18" o.c.
 - 3. Metal copings are to be provided with 1" high standing seam joints between sections unless otherwise noted on the drawings.
 - 4. Exterior face of metal copings are to extend down past the top termination of the exterior wall masonry, siding or other covering a minimum of 2".

5. Interior face of metal copings are to extend down past the top of base flashings 3" minimum in areas where base flashings are installed to the top of parapet walls.
- C. Equipment Support Flashing
1. Coordinate equipment support flashing installation with roofing and equipment installation.
 2. Weld or seal flashing to equipment support member.
- D. Hot Stack Flashings
1. Install hot stack flashings with a minimum clearance of 1" between vertical flashing sleeve and hot stack.
 2. Flange of flashing shall be 4" wide and height of flashing shall be 8" minimum.
 3. Fasten flashing flange through roof membrane into wood blocking with appropriate fasteners at a spacing of 3" o.c. staggered.
 4. Install non-flammable fiberglass batt insulation fill between stack and flashing sleeve.
 5. Install rain-hood to hot stack as detailed and seal with high-temperature sealant.
- E. Metal Edging and Gravel Stops
1. Gravel stops and metal edging are to be provided with 4" nailing flanges.
 2. When exterior face of gravel stop or metal edge exceeds 3" gravel stop or metal edging is to be secured exterior side using continuous cleats fastened 6" o.c. with ring shank nails or 12" o.c. with #12, minimum, pan head screws.
 3. Nailing flanges are to be fastened to underlying substrate at 3" o.c. staggered with ring shank nails.
 4. Exterior face of gravel stops or metal edgings are to extend down past the top termination of the exterior wall masonry, siding or other covering a minimum of 2".
 5. Ends of sections of gravel stops or metal edging are to be installed as follows:
 - a. Lapped 3" minimum with butyl sealant applied in the lap.
 - b. Installed with a ¼" space between sections with a 6" wide coverplate centered over the end joint.
 - c. Installed with a 1" wide "blind S-clip" at the end joint with butyl sealant embedded in the joint.
 - d. Installed with a 2' lap joint and stripped in with thermoplastic membrane 6" wide or as recommended by the roofing manufacturer (thermoplastic single ply systems only).

3.08 SOLDERING

- A. Clean surfaces to be soldered, removing oils and foreign matter.

- B. Use heavy soldering copper of a blunt design, properly tinned for use. Do not use torches for soldering. Heat surfaces to receive solder and flow solder into joint. Fill joint completely.
- C. Perform all soldering slowly with well heated soldering copper in order to heat seams thoroughly and to completely fill them in.
- D. Make all exposed soldering of finished surfaces neat, full flowing, and smooth.
- E. After soldering, thoroughly wash and flux with a soda solution. Completely remove flux and spatter from exposed surfaces.
- F. All joints to be soldered shall be pre-tinned a minimum of $\frac{3}{4}$ " from the outside edge prior to final fitting and soldering.

3.09 CLEANING AND PROTECTION

- A. Clean exposed metal surfaces, removing substances that might cause corrosion of metal or deterioration of finishes.
- B. Provide final protection and maintain conditions that ensure sheet metal flashing and trim Work during construction is without damage or deterioration other than natural weathering at the time of Substantial Completion.

END OF SECTION 07 62 00/SHEET METAL FLASHING AND TRIM

SECTION 22 14 26.13 ROOF DRAINS

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Furnish new clamping rings, domes, and bolts for all existing drains where existing drain components are broken, deteriorated or otherwise un-useable. Replace broken or damaged drain bowl assemblies on a unit price basis.
- B. Install new roof drains, drain lines and tie-ins to existing plumbing where noted on the drawings or on a unit price basis as authorized by change order.

1.02 RELATED SECTIONS

- A. Section 07 53 00 - Mechanically Attached Thermoplastic Single Ply Roofing

1.03 SUBMITTALS

- A. As provided in Section 01 33 00.

1.04 QUALITY ASSURANCE

- A. As provided in Section 01 33 26.

1.05 REGULATORY REQUIREMENTS

- A. All roof drains and plumbing work shall be installed by a licensed plumber in accordance with all applicable local and State building codes and regulations.

1.06 SEQUENCING AND SCHEDULING

- A. Proceed with permanent plumbing installations concurrently with membrane roofing.

PART 2 - PRODUCTS

2.01 ROOF DRAINS

- A. Replacement roof drains to be equivalent to the Z-100 Dura coated main roof drain, with a cast iron body and combination membrane flashing clamp/gravel guard and low silhouette aluminum dome, as manufactured by

Zurn or approved equal. Drains to have no hub option for use with no hub piping. Install 18 gage galvanized steel roof sump receiver at all drains.

- B. Replacement roof drains and roof drain parts shall match existing construction with regard to type, size and configuration to the extent possible.
- C. Replacement roof drains shall match existing size where replaced on a unit price basis.
- D. New roof drains shall be 4" diameter drains unless otherwise noted on the drawings.

2.02 DRAIN LINES

- A. Schedule 40 PVC piping, tie-ins to existing plumbing and accessories for new drain lines shall meet the requirements of all applicable State and Local building codes. Where required by code cast iron drain lines shall be used in lieu of PVC piping.

2.03 PIPE INSULATION

- A. All horizontal piping shall have 1/2" fiberglass insulation with integral vapor barrier with Zeston fittings or approved equal.

2.04 EXPANSION JOINT COUPLINGS

- A. All new roof drains shall be provided with flexible, no-hub, expansion joint couplings between the drain outlets and the new drain lines.

PART THREE EXECUTION

3.01 INSTALLATION - DRAINS

- A. Install interior protection below the area where drains are to be installed or replaced prior to proceeding with the demolition work.
- B. Cut appropriate opening if necessary and install steel roof drain sump pans on existing decking and fasten to deck 6" o.c. with #14 self-tapping sheet metal screws.
- C. Provide 1.5" X 1.5" X .25" angle iron support framing under the new drain sumps. Securely fasten new angle iron supports to existing roof framing members.
- D. Install new roof drain body in new sump per the manufacturer's recommendations.

3.02 INSTALLATION - DRAIN PIPING

- A. Install all no hub piping, sized as required for new drains as is appropriate, securely supported from building structure on 10 foot centers or less, if necessary, for proper installation. Minimum pitch to be 1/8" per foot.
- B. Properly support all fittings and joints such that they do not bend or warp.
- C. All horizontal piping shall have 1/2" fiberglass insulation with integral vapor retarder to prevent condensation. Tape all joints.

3.03. QUALITY CONTROL

- A. The building is to remain absolutely watertight during installation of new drains. The deck and new membrane is not to be cut if any ponded water exists on roof surface.
- B. Be careful not to damage any interior or exterior finishes, including floors, ceilings, and walls.
- C. Restore all surfaces damaged by the operations of this section to like new condition, at no additional cost to the owner.

3.04 VERIFICATION

- A. Upon completion of the installation of each drain and attached piping, visually inspect and verify that all components are complete and properly installed. Verify that all new drains and piping are securely attached to the building structure, are in working order, and are absolutely watertight.

3.05 CLEANUP

- A. At completion of all plumbing work, remove all construction debris and equipment from job site. Contractor is to ensure that all building components (ceilings, lights, etc.) are undamaged and properly in place.

END OF SECTION 22 14 26.13/ROOF DRAINS

ADDENDUM 1

BID NO. 9817 Troy School District 2016 Roof Program

ADDENDUM NO.:	1	DATE:	01/20/16
PROJECT IDENTIFICATION			
PROJECT NAME:	BID NO. 9817 Troy School District 2016 Roof Program		
SITE ADDRESS:	Multiple School Locations refer to Project Locations on Drawing A1.0 Cover Page		
ADDENDUM DESCRIPTION			
The following is a summary of changes to the drawings and Specifications that shall be considered as a part of your Bid. Receipt of this Addendum shall be acknowledged in the Bid submission. This Addendum consists of two pages and affects the following documents: 000730, 011419, 000301, 000113, 000112, 004322, 000500, 014216, 013300, 000304 and 000300; Drawings: A1.0, A2.1, A3.1, A8.1 and A9.4.			
SUMMARY OF ADDENDUM:			
Item	Description		
1	Drawing A2.1, Schedule: Work Description Item 3. Revise Roof System Configurations change metal deck to concrete deck for Roof Area F, Section 1. Schedule revised to include fully adhered system over concrete deck. Add Detail 1.02 to Drawing A2.1 for roof system configuration.		
2	Sec. 000730 Supplemental Conditions and Sec. 011419 Restriction & Use of Site. : Revised language to read no smoking on school site.		
3	Sec. 000730 Supplemental Conditions : Part 4, paragraph 4.01, A revise to read : A. Contractor shall maintain insurance coverages as outlined in Sec. 000113 Instruction to Bidder Troy School District attached to these specifications. Contractor is also responsible for its Subcontractors maintaining sufficient limits of the same insurance coverage.		
4	Clarification on NEW drains for applicable schools, roofing contractor responsible to provide licensed plumber to assist in installing new drains as necessary. No overflow drains to be installed.		
5	Clarification on PreBid minutes Item 27: Walls and parapets contaminated with bituminous material to be protected from new roofing with min. ½ in. plywood. In lieu of plywood contractor can provide an alternate separation material approved in writing by roofing materials manufacturer.		
6	Sect. 000301 Unit Pricing Bid Form, Items 10 and 11 revised to add unit pricing for additional metal deck types.		
7	Drawing A8.1, Schedule: Work Description Item 3 Revise Roof System Configuration to include mechanically attached cover board to deck and apply self-adhered vapor to cover board, R30. Reference added Detail 4.10.		
8	Drawing A8.1, Schedule: Work Description Item 3 and Sec 000300 Troy High School Bid. Add Alternate Bid No. 2 adhere cover board to metal deck and apply self-adhered vapor retarder to cover board, R30, reference Detail 4.11.		
9	RFI 1: Sheet A1.0 Cover Page and Sec. 000200 Summary of Work: Project Work Schedule: Revise Troy High School Reroofing sq. ft. to approx. 14,000 sq. ft. and Restoration to 198,300 sq. ft.. Revise Total Reroofing 174,750 sq. ft. and Restoration 275,790 sq. ft.		
10	Sheet A1.0 Cover Page, New Roof Assemblies, Item 5, Revise to read: Deck: Multiple Metal Deck Types and poured concrete.		
11	RFI 2 response. Sheet A3.1, School/Facility Restoration: Delete Item 2. Walkway Pads:		
12	Sec 000113 Instruction to Bidders: Added language to clarify sections Insurance, Guarantee Bonds, Warranty and Indemnity, and, Payments.		
13	Sec.000112 Invitation to Bid: Add school board language.		
14	Sec. 004322 Unit Prices: Delete language "and negotiate".		



ADDENDUM 1

BID NO. 9817 Troy School District 2016 Roof Program

15	Sec 000500 Construction Contract: Part 1, Paragraph 1.01, A, 1 & 2: Delete reference to AIA A105 contract.		
16	Sec. 014216 Terms & Definitions: Paragraph 1.02 Contract Documents: Revised definition of Contract Documents.		
17	Sec. 013300 Submittals, Part 4, Paragraph 4.03, A, 3: Revise to read "3. Requirements: Meets Insurance Requirements <i>Section 00 01 13 Instructions to Bidders.</i> "		
18	Delete Sections 000304 Payment Bond and Sec. 000305 Performance Bond. Add Section 000312 Performance and Payment Bond.		
19	Clarification: Specified R20 (R30 Troy High School) requirements for two layers of insulation can be a combination of different thickness' to achieve R20. Reference to using two layers of 1.8 in. isocyanurate was only for total thickness discussion.		
20	Sec. 000300, Time of Completion: Substantial Completion schedule revised for Contractor to insert the number of working days to reach substantial completion using the commencement day when Work at Project Site begins. Liquidated damages will be based on this schedule. Delete all references to liquidated damages commencing on 9/6/16 including Item 11 on PreBid Meeting Minutes.		
DESIGN TEAM LEAD:			
	COMPANY:	WeatherTech Consulting Group, Inc.	
	NAME:	Geof Garabedian	
	ADDRESS:	7747 Auburn Road	
		Utica, MI 48317	
	TELEPHONE:	(586) 731-3095	FAX: (586) 731-6863
	E-MAIL:	ggarabedian@wtcg.net	

ADDENDUM 2

**BID NO. 9817
Troy School District
2016 Roof Program**

ADDENDUM NO.:	<u>2</u>	DATE:	<u>01/26/16</u>
PROJECT IDENTIFICATION			
PROJECT NAME:	BID NO. 9817 Troy School District 2016 Roof Program		
SITE ADDRESS:	Multiple School Locations refer to Project Locations on Drawing A1.0 Cover Page		
ADDENDUM DESCRIPTION			
The following is a summary of changes to the drawings and Specifications that shall be considered as a part of your Bid. Receipt of this Addendum shall be acknowledged in the Bid submission. This Addendum consists of one page and revised Sec. 00500 Contract Sample.			
SUMMARY OF ADDENDUM:			
Item	Description		
1	Sec. 00500 AIA A101 Contract Sample: TSD revisions		
DESIGN TEAM LEAD:			
COMPANY:	WeatherTech Consulting Group, Inc.		
NAME:	Geof Garabedian		
ADDRESS:	7747 Auburn Road		
	Utica, MI 48317		
TELEPHONE:	(586) 731-3095	FAX:	(586) 731-6863
E-MAIL:	ggarabedian@wtcg.net		



**Troy School District
9817 2016 Roof Program
Troy, MI**

Base Bid	Bloom Rfg	JD Candler	Lutz Rfg	Newton Crane	Royal West	Schena	TSD Budget
Athens High School Roof Area F (Partial):							
Bid Amount	\$ 88,076.00	\$ 74,965.00	No Bid	\$ 103,000.00	\$ 75,000.00	\$ 109,000.00	\$ 45,150.00
Reroof Sq. Ft.	3,600	3,600		3,500	3,600	3,500	
Work Days	10	5		10	7	60	
Bemis Elementary School Roof Area (s) A, C & Restoration Other Areas:							
Bid Amount	\$ 489,632.00	\$ 389,900.00	No Bid	\$ 500,000.00	\$ 390,000.00	No Bid	\$ 406,171.00
Reroof Sq. Ft.	45,663	41,500		44,500	41,500		
Work Days	25	16		30	20		
Costello Elementary School Roof Area (s) C, D, E, F & Restoration Other Areas:							
Bid Amount	\$ 498,362.00	\$ 428,500.00	\$ 528,000.00	\$ 540,000.00	\$ 434,500.00	No Bid	\$ 448,092.50
Reroof Sq. Ft.	43,862	45,800	45,100	44,400	45,800		
Work Days	25	17	30	35	23		
Wass Elementary School Roof A, D & Restoration Other Areas:							
Bid Amount	\$ 492,256.00	\$ 399,500.00	\$ 507,000.00	\$ 475,700.00	\$ 380,000.00	No Bid	\$ 427,131.00
Reroof Sq. Ft.	48,248	44,700	47,000	47,200	44,500		
Work Days	25	17	30	30	21		
Hill Elementary School Roof Area A & Restoration Other Areas:							
Bid Amount	\$ 348,446.00	\$ 386,351.00	No Bid	No Bid	\$ 304,000.00	\$ 407,400.00	\$ 270,845.50
Reroof Sq. Ft.	25,165	25,600			25,500	25,000	
Work Days	20	22			19	60	
Troy High School Roof Area N:							
Bid Amount	\$ 269,760.00	\$ 211,500.00	No Bid	\$ 281,000.00	\$ 235,000.00	\$ 338,000.00	\$ 174,936.50
Reroof Sq. Ft.	14,196	13,000		12,800	14,000	14,000	
Work Days	12	6		20	12	30	
IAE School Roof Restoration:							
Bid Amount	\$ 29,950.00	\$ 25,190.00	No Bid	\$ 42,000.00	No Bid	\$ 28,775.00	\$ 50,000.00
Work Days	14	16		20		30	
							\$ 1,822,326.50
Alternates							
Hill Elementary School Alternate Bid No. 1: Provide cost to increase height of perimeter as required and install a prefinished metal coping cap in lieu of edge metal. Base flashing heights to meet manuf. min. to obtain warranty							
Bid Amount	\$ 12,000.00	\$ 26,176.00	No Bid	No Bid	\$ 14,800.00	\$ 25,300.00	
Work Days	2	8			22	60	
Troy High School Alternate Bid No. 1: Provide cost to increase height of perimeter as required and install a prefinished metal coping cap in lieu of edge metal on the East and West perimeter details. Base flashing heights to meet manuf. min. to obtain warranty							
Bid Amount	\$ 10,000.00	\$ 19,042.00	No Bid	\$ 13,000.00	\$ 6,000.00	\$ 22,500.00	
Work Days	2	2		22	13	60	
Troy High School Alternate Bid No. 2: Provide cost to adhere cover board to metal deck (ref. Detail 4.11) in lieu of mechanically fastening cover board.							
Bid Amount	\$ 15,000.00	\$ 4,150.00	No Bid	\$ 9,500.00	\$ 8,400.00	\$ 8,000.00	
Work Days	2	0		23	14	60	