

NOTICE TO BIDDERS
NAVARRE LIBRARY RE-ROOFING

Notice is hereby given that the Board of County Commissioners of Santa Rosa County, Florida is soliciting sealed bids for re-roofing of the Milton Library. Only qualified licensed and insured Roofers are invited to submit bids. Specifically, Navarre Library; located at 8484 James M. Harvell Road, Navarre, Florida 32566.

All bids must be in writing and delivered by hand, overnight courier service, or U.S. Mail to the Santa Rosa County Procurement Department, 6495 Caroline Street, Suite J, Milton, Florida 32570, and must be received by 09:00 a.m. (CST), August 25, 2016, at which time will be publicly opened. Secondary delivery location shall be to Suite M at the above address. Only bids received by the aforesaid time and date will be considered. All bids shall be sealed and clearly labeled, "**ITB# 16-058 NAVARRE LIBRARY RE-ROOFING**". Please provide the original proposal, labeled "ORIGINAL", and FOUR (4) copies labeled "COPY" (5 total complete packages), along with one (1) electronic file in OCR (readable) PDF format.

Specifications may be secured by download from the Santa Rosa County Website:
www.santarosa.fl.gov/bids/openbids.html.

Questions concerning this bid should be directed to Thad Allen at ThadA@santarosa.fl.gov prior to 4:30 p.m., August 15, 2016.

The Board of County Commissioners reserves the right to accept or reject any and all bids in whole or in part and to waive all informalities and to award the bid that it determines to be in the best interest of Santa Rosa County. Santa Rosa County does not discriminate on the basis of race, color, national origin, sex, religion, age, or handicapped status in employment or provision of service.

By order of the Board of County Commissioners of Santa Rosa County, Florida

PROJECT MANUAL FOR:
Navarre Library
RE-ROOFING
SANTA ROSA COUNTY,
FLORIDA

July 2016

OWNER: BOARD OF COUNTY COMMISSIONERS
SANTA ROSA COUNTY, FLORIDA

VACANT
ROBERT A. "BOB" COLE
W.D. "DON" SALTER
JIM MELVIN
LANE LYNCHARD

-DISTRICT I
-DISTRICT II
-DISTRICT III
-DISTRICT IV
-DISTRICT V

SAM MARSHALL ARCHITECTS

STANDARD TECHNICAL DESIGN SPECIFICATIONS

Navarre Library Roof Renovations

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DIVISION 0
GENERAL REQUIREMENTS

SECTION: 00110
INVITATION TO BID

Navarre Library Re-roofing. Specifically, Navarre Library: located at 8484 James M. Harvell Road, Navarre, Florida 32566.

All bids must include lump sum prices.

The Board of County Commissioners of Santa Rosa County, Florida (Owner) will receive sealed bids from qualified licensed Roofers until 09:00 A.M. (CST), August 25, 2016, at the Santa Rosa County Procurement Department, 6495 Caroline Street, Suite J, Milton, Florida 32570. Secondary delivery location shall be to Suite M at the above address. Bids received after this time will be rejected and returned unopened to the bidder. Bids will be opened publicly and read aloud at Santa Rosa County Procurement Department, 6495 Caroline Street, Suite J, Milton. All interested parties are invited to attend.

Project documents, including drawings and specifications relative thereto may be downloaded from the Santa Rosa County Website:
(www.santarosa.fl.gov/bids/openbids.html).

Each bid shall be submitted in triplicate on the bid form provided and must be accompanied by a Certified Check or bid Bond in the amount of five percent (5%) of the Base Bid, and copies of all required licenses. Such Bid Bond or Check is given with the understanding and agreement that it guarantees: (1) that the bidder will not withdraw his bid for a period of 60 days after the bids have been opened; and, (2) that if his bid is accepted, the Bidder will enter into the written Contract with Santa Rosa County and furnish the required Performance Bond Payment Bond Insurance Certificates, within 10 days after receipt of Notice of Award of his bid. Pursuant to Florida Statutes, Section 255.05, should the contract exceed \$100,000, the Contractor shall be required to execute and record performance and payment bonds. These bonds must state the name and principal business address of both the principal and the surety and a description of the project sufficient to identify it. In the event the bidder fails to comply with any of these conditions and requirements in whole or in part, the full amount of the bond or check shall be automatically forfeited to Santa Rosa County as damages on account of the default of the bidder.

Santa Rosa County Board of County Commissioners encourages all segments of the business community to participate in its procurement opportunities, including small businesses, minority/women owned businesses, and disadvantaged business enterprises. The Board does not discriminate on the basis of race, color, religion, national origin, disability, sex, or age in the administration of contracts.

The Owner reserves the right to waive informalities in bids, to reject any or all bids with or without cause and to accept the bid that in its judgment is in the best interest of Santa Rosa County, Florida.

The Contract form shall be provided by the County Attorney.

Completion Time: The entire project shall be completed within Forty Five (45) calendar days (plus additional calendar days required to complete bid options) after the Notice to Proceed.

The date of substantial completion of the work or designated portion thereof is the date certified by the Architect when construction is sufficiently complete and approved in accordance with the Contract Documents so the Owner can occupy or utilize the work for the use which it was intended.

Liquidated damages will be established in the amount of \$750.00 per calendar day for each calendar day after completion date if the work is not substantially complete as certified by the Engineer.

Payment requests approved by the Architect for work completed satisfactorily in accordance with the Contract Documents shall be reduced by a ten percent (10%) retainer. The ten percent (10%) retainer shall be retained by the Owner until final completion and acceptance of the work by the Architect and Santa Rosa County, Florida.

For further information or access to the roof of the Library contact Thad Allen at the Santa Rosa County Building Maintenance Department 850-623-1569

END OF SECTION 00110

DIVISION 0
GENERAL REQUIREMENTS

SECTION: 00120
INSTRUCTION TO BIDDERS

1.00 BID FORMS:

A Bid form is included in these specifications.

*Bid documents shall be sealed and clearly labeled with the words “**ITB# 16-058 NAVARRE LIBRARY RE-ROOFING**”, name of bidder and date and time of opening so as to guard against premature opening of any bid.*

The Owner may consider as informal any bid on which there is an alteration of or departure from the Bid Form hereto attached.

Bid submissions shall consist of the original proposal, labeled “ORIGINAL”, and Four (4) copies labeled “COPY” (5 total complete packages), along with One (1) electronic file in OCR (readable) PDF format.

The Bid shall be based upon the completion of the Work according to the drawings and specifications, together with all addenda thereto.

Evidence of all appropriate required licenses and Certificate of Competency shall be attached to the Bid Documents.

2.00 INTERPRETATION:

No oral interpretation will be made to any Bidder as to the meaning of the drawings or specifications. Every interpretation made to a Bidder will be in the form of an Addendum to the specifications. Addenda will be furnished to each Bidder, but it shall be the Bidder’s responsibility to make inquiry as to Addenda issued. All such addenda shall become part of the contract and all Bidders shall be bound by such Addenda whether or not received by the Bidders.

3.00 FAMILIARITY WITH LAWS:

It is the Bidder’s responsibility to be familiar with all Federal, State, and local laws, ordinances, rules, and regulations that in any manner, affect the work. Ignorance thereof the part of the Bidder will in no way relieve him from responsibility.

4.00 EXAMINATION OF DOCUMENTS AND SITE:

Before submitting his proposal, Bidder shall visit the site of the proposed work and familiarize himself with the nature and extent of the work and any local conditions that may in any manner affect the work to be done and the equipment, materials, and labor required. He shall also

examine the drawings, specifications, and other Contract Documents to inform himself thoroughly regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract.

5.00 RIGHT TO REJECT PROPOSAL:

The Owner reserves the right to waive informalities in bids to reject any or all bids with or without cause and accept the bid that in its judgment is in the best interest of the County.

6.00 TIME OF COMPLETION:

The entire project shall be completed within Forty Five (45) calendar days from the Notice to Proceed date.

7.00 FORM OF AGREEMENT:

The Contract form shall be provided by the County Attorney.

8.00 BID GUARANTEE:

Each bid shall be submitted on the bid form provided and must be accompanied by a Certified Check or bid Bond in the amount of five percent (5%) of the Base Bid, and copies of all required licenses. Such Bid Bond or Check is given with the understanding and agreement that it guarantees: (1) that the bidder will not withdraw his bid for a period of 60 days after the bids have been opened; and, (2) that if his bid is accepted, the Bidder will enter into the written Contract with Santa Rosa County and furnish the required Performance Bond Payment Bond Insurance Certificates, within 10 days after receipt of Notice of Award of his bid. Pursuant to Florida Statutes, Section 255.05, should the contract exceed \$100,000, the Contractor shall be required to execute and record performance and payment bonds. These bonds must state the name and principal business address of both the principal and the surety and a description of the project sufficient to identify it. In the event the bidder fails to comply with any of these conditions and requirements in whole or in part, the full amount of the bond or check shall be automatically forfeited to Santa Rosa County as damages on account of the default of the bidder.

END OF SECTION 00120

(To be copied by the Bidder on his own letterhead and submitted in triplicate.)

*TO: Santa Rosa County Procurement Department
6495 Caroline Street, Suite J
Milton, Florida 32570*

REFERENCE: Navarre Library Re-roofing

BASE BID PRICE: _____

Gentlemen:

*I have received the Bidding Documents consisting of Drawings and Specifications (Project Manual) entitled **Navarre Library Re-roofing**, dated June 20, 2016, prepared by Sam Marshall Architects, 325 S. Palafox St. Pensacola, FL 32502 (850) 433-7842.*

I have also received Addenda Numbers _____ and have included their provisions in my Bid. I have examined both the Bidding Documents and the site.

In submitting the Bid, I agree:

- 1. To hold my bid in full force and effect for a period of sixty (60) calendar days after the time of the opening of this Bid.*
- 2. To accept the provisions of the Instructions to Bidders regarding disposition of Bid Guarantee.*
- 3. To enter into and execute a Contract within 10 (ten) calendar days after said Contract is delivered to me, if awarded on the basis of this Bid.*
- 4. To accomplish the work in accordance with the Contract Documents.*
- 5. To commence work under this Contract on or before a date to be specified in written "Notice of Proceed" by the County Attorney and to complete project within Forty Five (45) calendar days thereafter.*
- 6. To pay as liquidated damages, the sum of \$750.00 for each consecutive calendar day after completion date, as called for in the Contract Agreement as modified.*

I will construct this project for the lump sum price of:

BASE _____ (\$ _____)

Unit prices are attached for informational purposes. Change orders and progress payments will be based on unit prices provided.

FIRM: _____

BY (print): _____

SIGNATURE: _____

TITLE: _____

DATE: _____

MAILING ADDRESS _____

PHONE (____) _____ *FAX* (____) _____

EMAIL _____

END OF SECTION 00130

SECTION 00130A
SWORN STATEMENT UNDER SECTION 287.133 (3) (A),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS:

1. This sworn statement is submitted to _____
by _____
(print individual's name and title)
for _____
(print name of entity submitting sworn statement)
whose business address is _____
and (if applicable) its Federal
Employer Identification Number (FEIN) is _____. If the entity has no FEIN,
include the Social Security Number of the individual signing this sworn statement: _____.
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods of services to be provided to any public entity or an agency or political subdivision of any other state or the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation..
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a Public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of public entity crime.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or appeals to bid on contracts for the provisions of goods and services et by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on the information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)
____Neither the entity submitting this sworn statement, nor one or more of the officers,, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
____The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
____The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officers determined that it was not in the public interest to Place the entity submitting this sworn statement on the convicted vendor list. (ATTACH A COPY OF THE FINAL ORDER.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING IN TO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

Sworn to and subscribed before me this _____ day of _____, 2_____.

Personally known _____

or Produced identification _____ Notary Public – State of _____

(Type of identification) My commission expires _____

(Printed typed, or stamped commissioned name of notary public.)

SANTA ROSA COUNTY
BOARD OF COUNTY COMMISSIONERS
INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

- (1) THE CONTRACTOR SHALL OBTAIN AND MAINTAIN SUCH INSURANCE AS WILL PROTECT IT FROM: (1) CLAIMS UNDER WORKER'S COMPENSATION LAWS; (2) CLAIMS FOR DAMAGES BECAUSE OF BODILY INJURY, OCCUPATIONAL SICKNESS OR DISEASE OR DEATH OF HIS EMPLOYEES INCLUDING CLAIMS INSURED BY USUAL PERSONAL INJURY LIABILITY COVERAGE; (3) CLAIMS FOR DAMAGES BECAUSE OF BODILY INJURY, SICKNESS OR DISEASE, OR DEATH OF ANY PERSON OTHER THAN HIS EMPLOYEES INCLUDING CLAIMS INSURED BY USUAL PERSONAL INJURY LIABILITY COVERAGE; AND (4) FROM CLAIMS FOR INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY INCLUDING LOSS OR USE RESULTING THEREFROM—ANY OR ALL OF WHICH CLAIMS MAY ARISE OUT OF, OR RESULT FROM, THE SERVICES, WORK AND OPERATIONS CARRIED OUT PURSUANT TO AND UNDER THE REQUIREMENTS OF THE CONTRACT DOCUMENTS, WHETHER SUCH SERVICES, WORK AND OPERATIONS BE BY THE CONTRACTOR, ITS EMPLOYEES, OR BY SUBCONTRACTOR(S), OR ANYONE EMPLOYED BY OR UNDER THE SUPERVISION OF ANY OF THEM, OR FOR WHOSE ACTS ANY OF THEM MAY BE LEGALLY LIABLE.
- (2) THIS INSURANCE SHALL BE OBTAINED AND WRITTEN FOR NOT LESS THAN THE LIMITS OF LIABILITY SPECIFIED HEREINAFTER, OR AS REQUIRED BY LAW, WHICHEVER IS GREATER.
- (3) THE CONTRACTOR SHALL REQUIRE, AND SHALL BE RESPONSIBLE FOR ASSURING THROUGHOUT THE TIME THE AGREEMENT IS IN EFFECT, THAT ANY AND ALL OF ITS SUBCONTRACTORS OBTAIN AND MAINTAIN UNTIL THE COMPLETION OF THAT SUBCONTRACTOR'S WORK, SUCH OF THE INSURANCE COVERAGE'S DESCRIBED HEREIN OR AS ARE REQUIRED BY LAW TO BE PROVIDED ON BEHALF OF THEIR EMPLOYEES AND OTHERS.
- (4) THE CONTRACTOR SHALL REQUIRE THE INSURANCE AGENT/BROKER TO PROVIDE REPLACEMENT CERTIFICATES OF INSURANCE ON A TIMELY BASIS, PREFERABLE NO LATER THAN FIVE (5) DAYS PRIOR TO POLICY TERMINATION.
- (5) IF COUNTY HAS ANY OBJECTION TO THE COVERAGE AFFORDED BY OTHER PROVISIONS OF THE INSURANCE REQUIRED TO BE PURCHASED AND MAINTAINED BY CONTRACTOR IN ACCORDANCE WITH THE REQUIREMENTS OF THE CONTRACT DOCUMENTS ON THE BASIS OF ITS NOT COMPLYING WITH THE CONTRACT DOCUMENTS, COUNTY SHALL NOTIFY CONTRACTOR IN WRITING THEREOF WITHIN THIRTY (30) DAYS OF THE DELIVERY OF SUCH CERTIFICATES TO COUNTY. CONTRACTOR SHALL PROVIDE TO THE COUNTY SUCH ADDITIONAL INFORMATION WITH RESPECT TO ITS INSURANCE AS MAY BE REQUESTED.

- (6) THE CONTRACTOR SHALL OBTAIN AND MAINTAIN THE FOLLOWING INSURANCE COVERAGE'S AS PROVIDED HEREIN BEFORE, AND IN THE TYPE, AMOUNTS AND IN CONFORMANCE WITH THE FOLLOWING MINIMUM REQUIREMENTS:
- A. FLORIDA STATUTORY WORKER'S COMPENSATION AND EMPLOYERS LIABILITY WITH LIMITS REQUIRED BY CHAPTER 440. FLORIDA STATUTES IN ADDITION, COVERAGE UNDER THE U.S. LONGSHOREMEN & HARBOR WORKERS' AND JONES ACT, MAY BE REQUIRED COVERAGE'S BY LAW OR REGULATION FOR THE WORK SPECIFIED IN THE CONTRACT. CONTRACTOR AND SUBCONTRACTORS MAY PROVIDE A VALID CERTIFICATE OF EXEMPTION ISSUED BY THE STATE OF FLORIDA IN LIEU OF WORKERS' COMPENSATION INSURANCE COVERAGE. (THIS EXEMPTION APPLIES TO SOLE PROPRIETORS AND CORPORATE OFFICES ONLY. STATUTORY WORKERS' COMPENSATION COVERAGE MUST BE PURCHASED FOR 1 OR MORE EMPLOYEES.)
 - B. COMMERCIAL GENERAL LIABILITY WITH MINIMUM COMBINED SINGLE LIMITS OF \$1,000,000, INCLUDING COVERAGE PARTS OF BODILY INJURY, BROAD FORM PROPERTY DAMAGE, PERSONAL INJURY, INDEPENDENT CONTRACTORS, BLANKET CONTRACTUAL LIABILITY AND PRODUCTS AND COMPLETED OPERATIONS. THE COVERAGE FOR UNDERGROUND DAMAGE, EXPLOSION AND COLLAPSE SHALL NOT BE REMOVED BY EXCLUSION.
 - C. AUTOMOBILE LIABILITY WITH MINIMUM COMBINED SINGLE LIMITS OF \$500,000 FOR ALL HIRED, OWNED AND NON-OWNED VEHICLES.
 - D. EXCESS OR UMBRELLA LIABILITY WITH MINIMUM LIMITS OF \$2,000,000 WHICH ARE NO MORE RESTRICTIVE THAN THE UNDERLYING LIMITS. UMBRELLA COVERAGE SHALL DROP DOWN TO PROVIDE COVERAGE WHERE THE UNDERLYING LIMITS ARE EXHAUSTED.
 - E. PROFESSIONAL LIABILITY INSURANCE WITH MINIMUM LIMITS OF \$500,000 FOR ENGINEERS, ARCHITECTS OR OTHER PROFESSIONALS EMPLOYED BY THE CONTRACTOR, IF ANY.
 - F. BUILDERS RISK INSURANCE UNDERWRITTEN ON THE "ALL RISKS OF PHYSICAL LOSS" BASIS FOR REPLACEMENT COST FOR THE FULL VALUE OF THE COMPLETED PROJECT TO COVER THE OWNER AND CONTRACTOR AS THEIR INTEREST MAY APPEAR. AN INSTALLATION FLOATER MAY BE AN ALTERNATIVE IF APPROPRIATE TO THIS SPECIFIC CONTRACT.

DIVISION 0
GENERAL REQUIREMENTS

SECTION: 00800
SUPPLEMENTARY CONDITIONS

1.0 GENERAL CONDITIONS:

The following conditions supplement, modify, change, delete from or add to the General Conditions of the Contract, Articles 1 through 14. Where an Article of the General Conditions is modified or a Paragraph, Subparagraph, or Clause thereof is modified or deleted by these supplement, the unaltered provisions of that Article, Paragraph, Subparagraph, or Clause shall remain in effect.

2.0 FORM OF CONTRACT AND BONDS:

The contract form as furnished by Santa Rosa County shall be utilized. Performance and Payment Bond forms as approved by Santa Rosa County shall be utilized.

3.0 MATERIALS:

Whenever "or approved equal" is indicated, items proposed for use shall be submitted for Engineer's approval. Wherever an item or class of material is specified exclusively by trade name or by name of the maker or by catalog reference, only such items shall be used unless previously approved through addenda by the Engineer. Should the Contractor desire to substitute another material for one or more specified by name they shall state the credit or extra involved by the use of such material, in there bid. No such materials shall be used unless approved in writing by the Engineer.

4.0 PROGRESS CHART:

Within ten (10) days after receipt of signed Contract the Contractor shall file with the Engineer a progress chart showing the order in which the Contractor proposes to accomplish the work, the dates on which he proposes to begin the various parts of the work and the dates he contemplates completing them.

5.0 TIME FOR COMPLETION:

Time for completion of all work included in this contract shall not exceed 45 days from date of written Notice to proceed. The number of days allowed does not include an allowance for calendar days missed due to weather. Extension of time will be allowed for delays due to weather if properly documented and reported to the Architect.

6.0 PRECONSTRUCTION CONFERENCE:

Within ten (10) days after the effective date of the agreement, but before Contractor starts the work at the Project site, a conference will be held for review and acceptance of the schedules referred to in paragraph 4.0, to establish procedures for processing applications for payment, and to establish a working understanding among the parties as to the work.

7.0 RECORD KEEPING

The Contractor shall maintain all relevant project records for three years after the Owner has made final payment to the Contractor.

END OF SECTION 00800

ARTICLE 1 GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents consist of the Agreement between Owner and Contractor (hereinafter 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 Engineer. Unless specifically enumerated in the Agreement, the Contract Documents do not include other documents such as bidding requirements (advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid 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 Engineer and Contractor, (2) between the Owner and a Subcontractor or Sub-Subcontractor, (3) between the Owner and Engineer or (4) between any persons or entities other than the Owner and Contractor. The Engineer shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Engineer's duties.

1.1.3 THE WORK

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

1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner or 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 THE PROJECT MANUAL

The Project Manual is a volume assembled for the Work which may include the bidding requirements, sample forms, Conditions of the Contract and Specifications.

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 which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

1.3 CAPITALIZATION

1.3.1 Terms capitalized in these General Conditions include those which are (1) specifically defined, (2) the titles of numbered articles and identified references to Paragraphs, Subparagraphs and Clauses in the document.

1.4 INTERPRETATION

1.4.1 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 EXECUTION OF CONTRACT DOCUMENTS

1.5.1 The Contract Documents shall be signed by the Owner and Contractor. If either the Owner or Contractor or both do not sign all the Contract Documents, the Engineer shall identify such unsigned Documents upon request.

1.5.2 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.

1.6 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

1.6.1 The Drawings, Specifications and other documents, including those in electronic form, prepared by the Engineer and the Engineer's consultants are Instruments of Service through which the Work to be executed by the Contractor is described. The Contractor may retain one record set. Neither the Contractor nor any Subcontractor, Sub-Subcontractor or material or equipment supplier shall own or claim a

copyright in the Drawings, Specifications and other documents prepared by the Engineer or the Engineer's consultants, and unless otherwise indicated the Engineer and the Engineer's consultants shall be deemed the authors of them and will retain all common law, statutory and other reserved rights, in addition to the copyrights. All copies of Instruments of Service, except the Contractor's record set, shall be returned or suitably accounted for to the Engineer, on request, upon completion of the Work. The Drawings, Specifications and other documents prepared by the Engineer and the Engineer's consultants, and copies thereof furnished to the Contractor, are for use solely with respect to this Project. They are not to be used by the Contractor or any Subcontractor, Sub-Subcontractor or material or equipment supplier on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Engineer and the Engineer's consultants. The Contractor, Subcontractors, SubSubcontractors and material or equipment suppliers are authorized to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Engineer and the Engineer's consultants appropriate to and for use in the execution of their Work under the Contract Documents. All copies made under this authorization shall bear the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents prepared by the Engineer and the Engineer's consultants. 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 Engineer's or Engineer's consultants' copyrights or other reserved rights.

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 Subparagraph **4.2.1**, the Engineer does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

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

2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

2.2.1 The Owner shall, at the written request of the Contractor, prior to commencement of the Work and thereafter, furnish to the Contractor reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. Furnishing of such evidence shall be a condition precedent to commencement or continuation of the Work. After such evidence has been furnished, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

2.2.2 Except for permits and fees, including those required under Subparagraph **3.7.1**, which are the responsibility of the Contractor under the Contract Documents, 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 Information or services required of the Owner by the Contract Documents shall be furnished by the Owner with reasonable promptness. Any other information or services relevant to the Contractor's performance of the Work under the Owner's control shall be furnished by the Owner after receipt from the Contractor of a written request for such information or services.

2.2.5 Unless otherwise provided in the Contract Documents, the Contractor will be furnished, free of charge, such copies of Drawings and Project Manuals as are reasonably necessary for execution of the Work.

2.3 OWNER'S RIGHT TO STOP THE WORK

2.3.1 If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents as required by Paragraph **12.2** or persistently 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 Subparagraph **6.1.3**.

2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

2.4.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven-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 after such seven-day period give the Contractor a second written notice to correct such deficiencies within a three-day period. If the Contractor within such three-day period after receipt of such second notice fails to commence and continue to correct any deficiencies, 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 Engineer'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 Engineer. 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 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 Engineer in the Engineer's administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Contractor.

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

3.2.1 Since the Contract Documents are complementary, before starting each portion of the Work, the Contractor shall carefully study and compare the various Drawings and other Contract Documents relative

to that portion of the Work, as well as the information furnished by the Owner pursuant to Subparagraph 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 construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, any errors, inconsistencies or omissions discovered by the Contractor shall be reported promptly to the Engineer as a request for information in such form as the Engineer may require.

3.2.2 Any design errors or omissions noted by the Contractor during this review shall be reported promptly to the Engineer, but 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. The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations, but any nonconformity discovered by or made known to the Contractor shall be reported promptly to the Engineer.

3.2.3 If the Contractor believes that additional cost or time is involved because of clarifications or instructions issued by the Engineer in response to the Contractor's notices or requests for information pursuant to Subparagraphs 3.2.1 and 3.2.2, the Contractor shall make Claims as provided in Subparagraphs 4.3.6 and 4.3.7. If the Contractor fails to perform the obligations of Subparagraphs 3.2.1 and 3.2.2, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. The Contractor shall not be liable to the Owner or Engineer for damages resulting from errors, inconsistencies or omissions in the Contract Documents or for differences between field measurements or conditions and the Contract Documents unless the Contractor recognized such error, inconsistency, omission or difference and knowingly failed to report it to the Engineer.

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 Engineer and shall not proceed with that portion of the Work without further written instructions from the Engineer. 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 resulting loss or damage.

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 The Contractor may make substitutions only with the consent of the Owner, after evaluation by the Engineer and in accordance with a Change Order.

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

3.5 WARRANTY

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

3.6 TAX

3.6.1 The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor which 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 AND NOTICES

3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work which are customarily secured after execution of the Contract and which are legally required when bids are received or negotiations concluded.

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

3.7.3 It is not the Contractor's responsibility to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations. However, if the Contractor observes that portions of the Contract Documents are at variance therewith, the Contractor shall promptly notify the Engineer and Owner in writing, and necessary changes shall be accomplished by appropriate Modification.

3.7.4 If the Contractor performs Work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Engineer and Owner, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

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;
- .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 Clause **3.8.2.1** and (2) changes in Contractor's costs under Clause **3.8.2.2**.

3.8.3 Materials and equipment under an allowance shall be selected by the Owner in sufficient time to avoid delay in the Work.

3.9 SUPERINTENDENT

3.9.1 The Contractor shall employ 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. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case.

3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for prior approval by Owner and Engineer 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 and keep current, for the Engineer's approval, a schedule of submittals which is coordinated with the Contractor's construction schedule and allows the Engineer reasonable time to review submittals.

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

3.11 DOCUMENTS AND SAMPLES AT THE SITE

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

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 which 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. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required by the Contract Documents the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. Review by the Engineer is subject to the limitations of Subparagraph **4.2.7**. Informational submittals upon which the Engineer is not expected to take responsive action may be so identified in the Contract Documents. Submittals which are not required by the Contract Documents may be returned by the Engineer without action.

3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Engineer Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents 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. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Engineer without action.

3.12.6 By approving and submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has 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 Engineer.

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

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

3.12.10 The Contractor shall not be required to provide professional services which constitute the practice of Engineer 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 Engineer 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 Engineer. The Owner and the Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided the Owner and Engineer have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Subparagraph **3.12.10**, the Engineer 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 or design criteria required by the Contract Documents.

3.13 USE OF SITE

3.13.1 The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits 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.

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 from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials.

3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the cost thereof shall be charged to the Contractor.

3.16 ACCESS TO WORK

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

3.17 ROYALTIES, PATENTS AND COPYRIGHTS

3.17.1 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 Engineer 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 Engineer. 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 Engineer.

3.18 INDEMNIFICATION

3.18.1 To the fullest extent permitted by law and to the extent claims, damages, losses or expenses are not covered by Project Management Protective Liability insurance purchased by the Contractor in accordance with Article 11, the Contractor shall indemnify and hold harmless the Owner, Engineer, Engineer's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph **3.18**.

3.18.2 In claims against any person or entity indemnified under this Paragraph **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 Subparagraph **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 ADMINISTRATION OF THE CONTRACT

4.1 ENGINEER

4.1.1 The Engineer is the person lawfully licensed to practice Engineering or an entity lawfully practicing Engineering identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Engineer" means the Engineer or the Engineer's authorized representative.

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

4.1.3 If the employment of the Engineer is terminated, the Owner shall employ a new Engineer against whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the former Engineer.

4.2 ENGINEER'S ADMINISTRATION OF THE CONTRACT

4.2.1 The Engineer will provide administration of the Contract as described in the Contract Documents, and will be an Owner's representative (1) during construction, (2) until final payment is due and (3) with the Owner's concurrence, from time to time during the one-year period for correction of Work described in Paragraph **12.2**. The Engineer will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

4.2.2 The Engineer, as a representative of the Owner, will visit the site at intervals appropriate to the stage of the Contractor's operations (1) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Engineer will neither have control over or charge of, nor be responsible 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 Subparagraph **3.3.1**.

4.2.3 The Engineer will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Engineer will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

4.2.4 Communications 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 Engineer about matters arising out of or relating to the Contract. Communications by and with the Engineer's consultants shall be through the Engineer. 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 Engineer's evaluations of the Contractor's Applications for Payment, the Engineer will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

4.2.6 The Engineer will have authority to reject Work that does not conform to the Contract Documents. Whenever the Engineer considers it necessary or advisable, the Engineer will have authority to require inspection or testing of the Work in accordance with Subparagraphs **13.5.2** and **13.5.3**, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Engineer nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Engineer 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 Engineer will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Engineer's action will be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate Contractors, while allowing sufficient

time in the Engineer's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Engineer's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Paragraphs **3.3**, **3.5** and **3.12**. The Engineer's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Engineer, of any construction means, methods, techniques, sequences or procedures. The Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

4.2.8 The Engineer will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Paragraph **7.4**.

4.2.9 The Engineer will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, will 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, and will issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.

4.2.10 If the Owner and Engineer agree, the Engineer will provide one or more project representatives to assist in carrying out the Engineer'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 Engineer will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Engineer's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If no agreement is made concerning the time within which interpretations required of the Engineer shall be furnished in compliance with this Paragraph **4.2**, then delay shall not be recognized on account of failure by the Engineer to furnish such interpretations until **15** days after written request is made for them.

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

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

4.3 CLAIMS AND DISPUTES

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

4.3.2 Time Limits on Claims. 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. Claims must be initiated by written notice to the Engineer and the other party.

4.3.3 Continuing Contract Performance. Pending final resolution of a Claim except as otherwise agreed in writing or as provided in Subparagraph **9.7.1** 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.

4.3.4 Claims for Concealed or Unknown Conditions. If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which 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, then notice by the observing party shall be given to the other party promptly before Conditions are disturbed and in no event later than **21** days after first observance of the conditions. The Engineer will promptly investigate such conditions and, if 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 Engineer determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Engineer shall so notify the Owner and Contractor in writing, stating the reasons. Claims by either party in opposition to such determination must be made within **21** days after the Engineer has given notice of the decision. If the conditions encountered are materially different, the Contract Sum and Contract Time shall be equitably adjusted, but if the Owner and Contractor cannot agree on an adjustment in the Contract Sum or Contract Time, the adjustment shall be referred to the Engineer for initial determination, subject to further proceedings pursuant to Paragraph **4.4**.

4.3.5 Claims for Additional Cost. If the Contractor wishes to make 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 Paragraph **10.6**.

4.3.6 If the Contractor believes additional cost is involved for reasons including but not limited to (1) a written interpretation from the Engineer, (2) an order by the Owner to stop the Work where the Contractor was not at fault, (3) a written order for a minor change in the Work issued by the Engineer, (4) failure of payment by the Owner, (5) termination of the Contract by the Owner, (6) Owner's suspension or (7) other reasonable grounds, Claim shall be filed in accordance with this Paragraph **4.3**.

4.3.7 CLAIMS FOR ADDITIONAL TIME

4.3.7.1 If the Contractor wishes to make 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.

4.3.7.2 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.

4.3.8 Injury or Damage to Person or Property. If either party to the Contract 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.

4.3.9 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.

4.3.10 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 Subparagraph **4.3.10** shall be deemed to preclude an award of liquidated direct damages, when applicable, in accordance with the requirements of the Contract Documents.

4.4 RESOLUTION OF CLAIMS AND DISPUTES

4.4.1 The Engineer will review Claims and take one or more of the following preliminary actions within ten days of receipt of a Claim: (1) request additional supporting data from the claimant; (2) submit a schedule to the parties indicating when the Engineer expects to take action; (3) reject the: Claim in whole or in part stating reasons for rejection; (4) recommend approval of the Claim by the other party; or (5) suggest a compromise. The Engineer may also, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim.

4.4.2 If a Claim has been resolved, the Engineer will prepare or obtain appropriate documentation.

4.4.3 If a Claim has not been resolved, the party making the Claim shall, within ten days after the Engineer's preliminary response take one or more of the following actions: (1) submit additional supporting data requested by the Engineer; (2) modify the initial Claim; or (3) notify the Engineer that the initial Claim stands.

4.4.4 If a Claim has not been resolved after consideration of the foregoing and of further evidence presented by the parties or requested by the Engineer, the Engineer will notify the parties in writing that the Engineer's decision will be made within seven days, which decision shall be final and binding on the parties. Upon expiration of such time period, the: Engineer will render to the parties the Engineer's written decision relative to the Claim, including any change in the Contract Sum or Contract Time or both. If there is a surety and there appears to be a possibility of a Contractor's default, the Engineer may, but is not obligated to, notify the surety and request the surety's assistance in resolving the: controversy.

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 Engineer 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 Engineer will promptly reply to the Contractor in writing stating whether or not the Owner or the Engineer, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the Owner or Engineer to reply promptly 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 Engineer has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

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

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

5.3 SUBCONTRACTUAL RELATIONS

5.3.1 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 Engineer. Each subcontract agreement shall preserve and protect the rights of the Owner and Engineer under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each

Subcontractor to enter into similar agreements with Sub-Subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement which 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 Paragraph **14.2** and only for those subcontract agreements which 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.

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.

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 Paragraph **4.3**.

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 when directed to do so. 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 which 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 Engineer 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 Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a separate Contractor because of delays, improperly timed activities or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work, or defective construction of a separate Contractor.

6.2.4 The Contractor shall promptly remedy damage wrongfully caused by the Contractor to completed or partially completed construction or to property of the Owner or separate Contractors as provided in Subparagraph **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 Subparagraph **3.14**.

6.3 OWNER'S RIGHT TO CLEAN UP

6.3.1 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 Engineer will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

7.1 GENERAL

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

7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor and Engineer; a Construction Change Directive requires agreement by the Owner and Engineer and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Engineer 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 Engineer and signed by the Owner, Contractor and Engineer, stating their agreement upon all of the following:

- .1** 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.

7.2.2 Methods used in determining adjustments to the Contract Sum may include those listed in Subparagraph **7.3.3**.

7.3 CONSTRUCTION CHANGE DIRECTIVES

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

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

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

- .1** mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2** unit prices stated in the Contract Documents or subsequently agreed upon;
- .3** cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4** as provided in Subparagraph **7.3.6**.

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

7.3.5 A Construction Change Directive signed by the Contractor indicates the agreement of the Contractor 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.

7.3.6 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by the Engineer 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, a reasonable allowance for overhead and profit. In such case, and also under Clause **7.3.3.3**, the Contractor shall keep and present, in such form as the Engineer may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Subparagraph **7.3.6** 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.

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

7.3.8 Pending final determination of the total cost of a Construction Change Directive to the Owner, amounts not in dispute for such changes in the Work shall be included in Applications for Payment accompanied by a Change Order indicating the parties' agreement with part or all of such costs. For any portion of such cost that remains in dispute, the Engineer will make an interim determination for purposes of monthly certification for payment for those costs. That 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 4.

7.3.9 When the Owner and Contractor agree with the determination made by the Engineer concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and shall be recorded by preparation and execution of an appropriate Change Order.

7.4 MINOR CHANGES IN THE WORK

7.4.1 The Engineer will have 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 shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.

ARTICLE 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. The date shall not be postponed by the failure to act of the Contractor or of persons or entities for whom the Contractor is responsible.

8.1.3 The date of Substantial Completion is the date certified by the Engineer in accordance with Paragraph **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. Unless the date of commencement is established by the Contract Documents or a notice to proceed given by the Owner, the Contractor shall notify the Owner in writing not less than five days or other agreed period before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

8.2.3 The Contractor shall proceed with the project expeditiously and continuously with adequate forces and shall achieve Substantial Completion within the Contract Time. Contractor shall progress with and maintain continuous construction even if construction is ahead of the approved construction schedule. If the percentage dollar value of the completed work is 15% or more below the dollar value of work that should have been completed in accordance with the approved construction schedule, further payment under this contract to Contractor shall be suspended until the percentage dollar value of completed work is within 5% of the dollar value of work that should have been completed in accordance with the approved construction schedule.

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 Engineer, 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, then the Contract Time shall be extended by Change Order for such reasonable time as the Engineer may determine.

8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Paragraph **4.3**.

ARTICLE 9 PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

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

9.2 SCHEDULE OF VALUES

9.2.1 Before the first Application for Payment, the Contractor shall submit to the Engineer a schedule of values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Engineer may require. This schedule, unless objected to by the Engineer, 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 Engineer an itemized Application for Payment for operations completed in accordance with the schedule of values. Such application shall be notarized, if required, and supported by such data

substantiating the Contractor's right to payment as the Owner or Engineer may require, such as copies of requisitions from Subcontractors and material suppliers, and reflecting retainage if provided for in the Contract Documents.

9.3.1.1 As provided in Subparagraph **7.3.8**, such applications may include requests for payment on account of changes in the Work which have been properly authorized by Construction Change Directives, or by interim determination of the Engineer, but not yet included in Change Orders.

9.3.1.2 Such applications may not include requests for payment for portions of the Work for which the Contractor does not intend to pay to 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 Engineer 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 Engineer determines is properly due, or notify the Contractor and Owner in writing of the Engineer's reasons for withholding certification in whole or in part as provided in Subparagraph **9.5.1**.

9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Engineer to the Owner, based on the Engineer's evaluation of the Work and the data comprising the Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Engineer's knowledge, information and belief, 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 Engineer. 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 Engineer has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from

Subcontractors and 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 Engineer may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Engineer's opinion the representations to the Owner required by Subparagraph **9.4.2** cannot be made. If the Engineer is unable to certify payment in the amount of the Application, the Engineer will notify the Contractor and Owner as provided in Subparagraph **9.4.1**. If the Contractor and Engineer cannot agree on a revised amount, the Engineer will promptly issue a Certificate for Payment for the amount for which the Engineer is able to make such representations to the Owner. The Engineer may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Engineer's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Subparagraph **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 another 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** persistent 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.

9.6 PROGRESS PAYMENTS

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

9.6.2 The Contractor shall promptly pay each Subcontractor, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of such Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to SubSubcontractors in a similar manner.

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

9.6.4 Neither the Owner nor Engineer 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 Payment to material suppliers shall be treated in a manner similar to that provided in Subparagraphs **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

9.7.1 If the Engineer does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Engineer or awarded by arbitration, then the Contractor may, upon seven additional days' written notice to the Owner and Engineer, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of 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 Engineer a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

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

9.8.4 When the Work or designated portion thereof is substantially complete, the Engineer will prepare a Certificate of Substantial Completion which 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 Article 11 and authorized by public authorities having jurisdiction over the Work. 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 Engineer as provided under Subparagraph 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 Engineer.

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

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

9.10 FINAL COMPLETION AND FINAL PAYMENT

9.10.1 Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Engineer will promptly make such inspection and, when the Engineer finds the Work acceptable under the Contract Documents and the Contract fully performed, the Engineer will promptly issue a final Certificate for Payment stating that to the best of the Engineer's knowledge, information and belief, and on the basis of the Engineer'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 Engineer's final Certificate for Payment will constitute a further representation that conditions listed in Subparagraph 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 Engineer (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect 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 Engineer so confirms, the Owner shall, upon application by the Contractor and certification by the Engineer, 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 Engineer prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

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

- .1 liens, claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; 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

10.1.1 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 give notices and comply with applicable laws, ordinances, rules, 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 Clauses **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 Clauses **10.2.1.2** and **10.2.1.3**, except damage or loss attributable to acts or omissions of the Owner or Engineer or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Paragraph **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 Engineer.

10.2.7 The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.

10.3 EMERGENCIES

10.3.1 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 Paragraph **4.3** 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 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 which are applicable to the Work to be performed;
- .2** claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

- .3 claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 claims for damages insured by usual personal injury liability coverage;
- .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 Paragraph 3.18.

11.1.2 The insurance required by Subparagraph **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. Coverage's, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment.

11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These certificates and the insurance policies required by this Paragraph **11.1** shall contain a provision that coverage's 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. If any of the foregoing insurance coverage's are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment as required by Subparagraph **9.10.2**. 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 in accordance with the Contractor's information and belief.

11.2 INDEMNIFICATION AND INSURANCE

11.2.1. Contractor agrees to save harmless, indemnify, and defend Owner and its, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the work done by Contractor under this agreement or by any person, firm or corporation (including but not limited to the Engineer/engineer) to whom any portion of the work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of Owner. Owner and Contractor agree the first \$100.00 of the contract amount paid by Owner to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of Owner by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Santa Rosa County, as well as provide a legal defense for the Owner, both of which will be done only if and when requested by the Owner, for all claims made. Such payment on the behalf of the Owner shall be in addition to any and all other legal remedies available to the Owner and shall not be considered to be the Owner's exclusive remedy.

11.2.2. Contractor shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in Article 11. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies or trusts which are registered with the State of Florida. Foreign or offshore insurance carriers are not acceptable for work under this contract unless admitted to the State of Florida. All commercial insurance carriers providing the Contractor with required insurance shall be "A" (excellent) rated with a minimum financial size category of "IX", according to the A. M. Best Key Rating Guide, latest edition. Within ten (10) calendar days after notice of award is received by Contractor and prior to the commencement of work, Contractor shall provide Owner with properly executed certificates of insurance to evidence Contractor's compliance with the insurance requirements of the Contract Documents. Said certificates of insurance shall be on forms approved by Owner, such as "Acord Form 25". The certificates of insurance shall be personally, manually signed by the authorized representatives of the insurance company/companies shown on the certificates of insurance, with proof that they are authorized representatives thereof. Certificates of insurance shall be mailed to Santa Rosa County Board of County Commissioners in care of: Hunter Walker, County Administrator, 6495 Caroline Street, Suite D, Milton, Florida 32570. In addition, true and exact copies of all insurance policies required hereunder shall be provided to Owner, on a timely basis, when requested by Owner.

11.2.3. The certificates of insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice by registered or certified mail shall be given Owner of any cancellation, intent not to renew, or reduction in the policies or coverage's, except in the application of the aggregate limits provisions. In the event of a reduction in the aggregate limit of any policy, Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

11.2.4. All insurance coverage's of the Contractor shall be primary to any insurance or self insurance program carried by the Owner applicable to this project. The acceptance by Owner of any certificate of insurance does not constitute approval or agreement by the Owner that the insurance requirements have been satisfied or that the insurance policy shown on the certificate of insurance is in compliance with the requirements of the Contract Documents. No work shall commence at the project site unless and until the required certificates of insurance are received by the Owner

11.2.5. Contractor shall require each of its Subcontractors to procure and maintain, until the completion of the Subcontractor's work, insurance of the types and to the limits specified in Article 11, unless such insurance requirements for the Subcontractor is expressly waived in writing by the Owner. All liability insurance policies, other than professional liability, worker's compensation and employer's liability policies, obtained by Contractor to meet the requirements of the Contract Documents shall name the Santa Rosa County Board of County Commissioners as an additional insured and shall contain severability of interest provisions. The Board of County Commissioners shall also be designated as certificate holder with the address of 6495 Caroline Street, Suite M, Milton, Florida 32570. If any insurance provided pursuant to the Contract Documents expires prior to the completion of the work, renewal certificates of insurance and, if requested by Owner, certified, true copies of the renewal policies, shall be furnished by Contractor within thirty (30) days prior to the date of expiration. Upon expiration of an insurance policy term during the course of work under the contract, succeeding insurance policies shall be consecutive to the expiring policy.

11.2.6 All liability policies shall be underwritten on the "occurrence" basis, unless otherwise approved in writing by the county division of risk management. "Claims made" policies, if approved by the risk manager, and subsequent insurance certificates shall provide a "retro-date" which shall include the

effective date of the contract. "Claims-made" renewals or carrier and policy replacements shall reflect the original "retro-date."

11.2.7 Should at any time the Contractor not maintain the insurance coverage's required herein, the Owner may terminate the agreement or at its sole discretion shall be authorized to purchase such coverage's and charge the Contractor for such coverage's purchased. The Owner shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverage's purchased or the insurance company or companies used. The decision of the Owner to purchase such insurance coverage's shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

11.2.8 Contractor shall submit to Owner a copy of all accident reports arising out of any personal injuries or property damages arising or alleged to have arisen on account of any work by Contractor or Subcontractor under the Contract Documents.

11.2.9 Duty to Provide Legal Defense. The Contractor agrees to pay, to Santa Rosa County, as well as provide a legal defense for the Owner, which shall include attorneys' fees and costs, both of which will be done only if and when requested by the Owner, for all claims as described in paragraph **13.1**. Such payment on the behalf of the Owner shall be in addition to any and all other legal remedies available to the Owner and shall not be considered to be the Owner's exclusive remedy.

11.3 PERFORMANCE BOND AND PAYMENT BOND

11.3.1 BONDS.

11.3.1 Contractor shall provide performance and payment bonds, per AIA format, in the amount of 100% of the contract amount, the costs of which to be paid by Contractor. The performance and payment bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided; however, the surety shall be rated as "A" or better and Class XII or higher rating as to financial size category and the amount required shall not exceed 2% of the reported policy holders surplus, all as reported in the most current best key rating guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

11.3.2 If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Document, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the Owner's approval.

11.3.3 As per Florida Statutes, Section 255.05, the Contractor shall be required to execute and record the performance and payment bonds. The bonds must state the name and principal business address of both the principal and the surety and a description of the project sufficient to identify it.

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 Engineer's request or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Engineer, be uncovered for the Engineer's examination and be replaced at the Contractor's expense without change in the Contract Time.

12.1.2 If a portion of the Work has been covered which the Engineer has not specifically requested to examine prior to its being covered, the Engineer may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, 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, 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

12.2.1 The Contractor shall promptly correct Work rejected by the Engineer 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 and compensation for the Engineer's services and expenses made necessary thereby, shall be at the Contractor's expense.

12.2.2 AFTER SUBSTANTIAL COMPLETION

12.2.2.1 In addition to the Contractor's obligations under Paragraph **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 Subparagraph **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 Engineer, the Owner may correct it in accordance with Paragraph **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 performance 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 Paragraph **12.2**.

12.2.3 The Contractor shall remove from the site portions of the Work which 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 which is not in accordance with the requirements of the Contract Documents.

12.2.5 Nothing contained in this Paragraph **12.2** shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents.

Establishment of the one-year period for correction of Work as described in Subparagraph **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

12.3.1 If the Owner prefers to accept Work which 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

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

13.2 SUCCESSORS AND ASSIGNS

13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Subparagraph **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 an institutional lender providing construction financing for the Project. In such event, the lender shall assume 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

13.3.1 Written notice shall be deemed to have been duly served if delivered in person to the individual or 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 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, Engineer or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

13.5 TESTS AND INSPECTIONS

13.5.1 Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. 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 Engineer timely notice of when and where tests and inspections are to be made so that the Engineer may be present for such procedures. The Owner shall bear costs of tests, inspections or approvals which do not become requirements until after bids are received or negotiations concluded.

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

13.5.3 If such procedures for testing, inspection or approval under Subparagraphs **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 Engineer'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 Engineer.

13.5.5 If the Engineer is to observe tests, inspections or approvals required by the Contract Documents, the Engineer 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

13.6.1 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 COMMENCEMENT OF STATUTORY LIMITATION PERIOD

13.7.1 As between the Owner and Contractor:

- .1** Before Substantial Completion. As to acts or failures to act occurring prior to the relevant date of Substantial Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than such date of Substantial Completion;
- .2** Between Substantial Completion and Final Certificate for Payment. As to acts or failures to act occurring subsequent to the relevant date of Substantial Completion and prior to issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of issuance of the final Certificate for Payment; and
- .3** After Final Certificate for Payment. As to acts or failures to act occurring after the relevant date of issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of any act or failure to act by the Contractor pursuant to any

Warranty provided under Paragraph **3.5**, the date of any correction of the Work or failure to correct the Work by the Contractor under Paragraph **12.2**, or the date of actual commission of any other act or failure to perform any duty or obligation by the Contractor or Owner, whichever occurs last.

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 which requires all Work to be stopped;
- .2** an act of government, such as a declaration of national emergency which requires all Work to be stopped;
- .3** because the Engineer has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Subparagraph **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 Subparagraph **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 Paragraph **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 Subparagraph **14.1.1** or **14.1.2** exists, the Contractor may, upon seven days' written notice to the Owner and Engineer, terminate the Contract and recover from the Owner only as provided in Subparagraph **14.3.1**.

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 persistently 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 Engineer, terminate the Contract and recover from the Owner only as provided in Subparagraph **14.3.1**.

14.2 TERMINATION FOR DEFAULT.

14.2.1 Contractor shall be considered in material default of the agreement and such default shall be considered cause for Owner to terminate the agreement, in whole or in part, as further set forth in this section, if Contractor: (1) fails to begin the work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the work as directed by the Owner or as provided for in the approved progress schedule; or (3) performs the work unsuitably or neglects or refuses to remove materials or to correct or replace such work as may be rejected as unacceptable or unsuitable; or (4)

discontinues the prosecution of the work; or (5) fails to resume work which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the work; or (10) materially breaches any other provision of the Contract Documents.

14.2.2 Owner shall notify Contractor in writing of Contractor's default(s). If Owner determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then Owner, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the agreement, in whole or in part, and take possession of all or any portion of the work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's work by whatever means, method or agency which Owner, in its sole discretion, may choose.

14.2.3 If Owner deems any of the foregoing remedies necessary, Contractor agrees that it shall not be entitled to receive any further payments hereunder until after the project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by Owner incident to such completion, shall be deducted from the contract amount, and if such expenditures exceed the unpaid balance of the contract amount, Contractor agrees to pay promptly to Owner on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the contract amount exceeds all such costs, expenditures and damages incurred by the Owner to complete the work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or Owner, as the case may be, and this obligation for payment shall survive termination of the agreement.

14.2.4. The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by Owner in good faith under the belief that such payments or assumptions were necessary or required, in completing the work and providing labor, materials, equipment, supplies, and other items therefor or re-letting the work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the work hereunder.

14.2.5 If, after notice of termination of Contractor's right to proceed pursuant to this section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that Owner is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against Owner shall be the same as and limited to those afforded Contractor below under subsection **14.3.1**, termination for convenience.

14.3 TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION.

14.3.1. Owner shall have the right to terminate this agreement without cause upon seven (7) calendar day's written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against Owner shall be limited to that portion of the contract amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but

Contractor shall not be entitled to any other or further recovery against Owner, including, but not limited to, damages or any anticipated profit on portions of the work not performed.

14.3.2. Owner shall have the right to suspend all or any portions of the work upon giving Contractor two (2) calendar days' prior written notice of such suspension. If all or any portion of the work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Contractor shall have the right to terminate the agreement with respect to that portion of the work which is subject to the ordered suspension.

DIVISION 1
GENERAL REQUIREMENTS

SECTION: 01010
SUMMARY OF THE WORK

PART 1 GENERAL

1.01 RELATED DOCUMENTS

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

1.02 PROJECT DESCRIPTION

Navarre Library- This project includes the removal and replacement of the existing asphalt shingle roof on the Library.

The work includes the removal of architectural asphalt shingles roof membrane below flashing gutters and downspouts. Re-work includes the installation of architectural asphalt shingles over existing plywood deck, flashing, roof curbs and gutters and downspouts. Some minor EIFS repair is also indicated. Existing cast iron downspouts boots are to be repainted. All work shall be as shown on the Contract Documents prepared by Sam Marshall Architects.

1.03 CONTRACTOR USE OF PREMISES

General: During the construction period the contractor shall have use of the premises for construction operations, including limited use of the site. The area occupied by the remainder of the library will be in use during base bid construction; safe access is to be maintained.

The Contractor shall confine operations to areas within Contract limits indicated and designated access. Portions of the site beyond areas in which construction operations are indicated are not to be disturbed, nor used for parking of vehicles of the contractor and workmen, nor used for storage of materials and equipment.

1.04 The General Contractors, subcontractors and suppliers are to examine and be familiar with the conditions at the site at the time of bidding of the building contract.

END OF SECTION

PART 1 GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SUMMARY

This Section specifies administrative and procedural requirements governing the Contractor's selection of products for use in the Project.

Administrative procedures for handling request of substitutions made after award of the Contract are included under Section "Product Substitutions."

1.03 SUBMITTALS

Product List Schedule: Prepare a schedule showing products specified in a tabular form acceptable to the Architect. Include generic names of products required. Include the manufacturer's name and proprietary product names for each item listed.

Coordinate the product list schedule with the contractor's Construction Schedule and the Schedule of Submittals.

Completed Schedule: Within 20 days after date of commencement of the Work, submit 3 copies of the completed product list schedule. Provide a written explanation for omissions of data, and for known variations from Contract requirements.

Architect's Action: The Architect will respond in writing to the Contractor within 2 weeks of receipt of the completed product list schedule. No response within this time period constitutes no objection to listed manufacturers or products, but does not constitute a waiver of the requirement that products comply with Contract Documents. The Architect's response will include the following:

A list of unacceptable product selections.

1.04 QUALITY ASSURANCE

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

When specified products are available only from sources that do not or cannot produce a quantity adequate to complete project requirements in a timely manner, consult with the Architect for a determination of the most important product qualities before proceeding. Qualities may include attributes relating to visual appearance, strength, durability, or compatibility. When a determination has been made, select products from sources that produce products that possess these qualities, to the fullest extent possible.

Compatibility of Options: When the Contractor is given the option of selecting between two or more products for use on the Project, that product selected shall be compatible with products previously selected.

1.05 PRODUCT DELIVERY, STORAGE, AND HANDLING

Deliver, store and handle products in accordance with the manufacturer's recommendations, using means and methods that will prevent damage, deterioration and loss, including theft.

Schedule delivery to minimize long-term storage at the site and to prevent overcrowding of construction spaces.

Inspect products upon delivery to ensure compliance with the Contract Documents, and to ensure that products are undamaged and properly protected.

Store products subject to damage by the elements above ground, under cover in a weathertight enclosure, with ventilation adequate to prevent condensation. Maintain temperature and humidity within range required by manufacturer's instructions.

PART 2 PRODUCTS

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

Product Selection Procedures: Product selection is governed by the Contract Documents and governing regulation. Procedures governing product selection include the following:

Proprietary Specification Requirements: Where only a single product or manufacturer is named, provide the product indicated. No substitutions will be permitted.

Semi-proprietary Specification Requirements: Where two or more products or manufacturers are named, provide one of the products indicated. No substitutions will be permitted.

Where products or manufacturers are specified by name, accompanied by the term "or equal," or "or approved equal" comply with the Contract Document provisions concerning "substitutions" to obtain approval for use of an unnamed product.

Non-Proprietary Specifications: When the Specifications list products or manufacturers that are available and may be incorporated in the Work, but do not restrict the Contractor to use of these products only, the Contractor may propose any available product that complies with Contract requirements. Comply with Contractor Document provisions concerning "substitutions" to obtain approval for use of an unnamed product.

Descriptive Specification Requirements: Where Specification describe a product or assembly, listing exact characteristics required, with or without use of a brand or trade name, provide a product or assembly that provides the characteristics and otherwise complies with Contract requirements.

Performance Specification Requirements: Where Specification require compliance with performance requirements, provide products that comply with these requirements, and are recommended by the manufacturer for the application indicated. General overall performance of a product is implied where the product is specified for a specific application.

Manufacturer's recommendations may be contained in published product literature, or by the manufacturer's certification of performance.

Compliance with Standards, Codes and Regulations: Where the Specifications only require compliance with an imposed code, standard or regulation, select a product that complies with the standard, codes or regulations specified.

END OF SECTION

PART 1 GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SUMMARY

This section specifies administrative and procedural requirements for handling requests for substitutions made after award of the Contract.

The Contractor's Construction Schedule and the Schedule of Submittals are included under Section "Submittals."

1.03 DEFINITIONS

Definitions used in this Article are not intended to change or modify the meaning of other terms used in the Contract Documents.

Substitutions: Requests for changes in products, materials, equipment, and methods of construction required by Contract Documents proposed by the Contractor after award of the Contract are considered requests for "substitutions." The following are not considered substitutions:

Substitutions requested by Bidders before 10 days prior to bid date, and accepted by the Architect prior to Bid Date of Contract, are considered as included in the Contract Documents and are not subject to requirements specified in the Section for substitutions.

Specified options of products and construction methods included in Contract Documents.

1.04 SUBMITTALS

Substitution Request Submittal: Requests for substitution will be considered if received within 20 days after commencement of the Work. Requests received more than 20 days after commencement of the Work may be considered or rejected at the discretion of the Architect.

Submit 4 copies of each request for substitution for consideration. Submit requests in the form and in accordance with procedures required for Change Order proposals.

Identify the product, or the fabrication or installation method to be replaced in each request. Include related

Specification Section and Drawing numbers. Provide complete documentation showing compliance with the requirements for substitutions, and the following information, as appropriate:

Product Data, including Drawings and descriptions of products, fabrication and installation procedures.

Samples, where applicable or requested.

A detailed comparison of significant qualities of the proposed substitution with those of the Work specified. Significant qualities may include elements such a size, weight, durability, performance and visual effect.

Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by the Owner and separate Contractors, that will become necessary to accommodate the proposed substitution.

A statement indicating the substitution's effect on the Contractor's Construction Schedule compared to the schedule without approval of the substitution. Indicate the effect of the proposed substitution on overall Contract Time.

Cost information, including a proposal of the net change, if any in the Contract Sum.

Certification by the Contractor that the substitution proposed is equal-to or better in every significant respect to that required by the Contract Documents, and that it will perform adequately in the application indicated. Include the Contractor's waiver of rights to additional payment or time, that may subsequently become necessary because of the failure of the substitution to perform adequately.

Architects Action: Within 10 days of receipt of the request for substitution, the Architect will request additional information or documentation necessary for evaluation of the request. Within 2 weeks of receipt of the request, or one week of receipt of the additional information or documentation, which ever is later, the Architect will notify the Contractor of acceptance or rejection of the proposed substitution. If a decision on use of a proposed substitute cannot be made or obtained within the time allocated, use the product specified by name.

PART 2 PRODUCTS

2.01 SUBSTITUTIONS

Conditions: The Contractors substitution request will be received and considered by the Architect when extensive revisions to Contract Documents are not required, proposed changes are in keeping with the general intent of Contract Documents, the

request is timely, fully documented and properly submitted, and when one or more of the following conditions are satisfied, as determined by the Architect' otherwise requests will be returned without action except to record noncompliance with these requirements.

The request is directly related to an "or equal" clause of similar language in the Contract Documents.

The specified product or method of construction cannot be provided within the Contract Time. The request will not be considered if the product or method cannot be provided as a result of failure to pursue the Work promptly or coordinate activities properly.

The specified product or method of construction cannot receive necessary approval by a governing authority, and the requested substitution can be approved.

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

The specified product or method of construction cannot be provided in a manner that is compatible with other materials, and where the Contractor certifies that the substitution will overcome the incompatibility.

The specified product or method of construction cannot be coordinated with other materials, and where the Contractor certifies that the proposed substitution can be coordinated.

The specified product or method of construction cannot provide a warranty required by the Contract Documents and where the Contractor certifies that the proposed substitution provide the required warranty.

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

PART 3 EXECUTION (Not Applicable)

END OF SECTION

PART 1 GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SUMMARY

This Section specifies general administrative and procedural requirements for warranties and bonds required by the Contract Documents, including manufacturers standard warranties on products and special warranties.

Refer to the General Conditions for terms of the Contractor's special warranty of workmanship and materials.

General closeout requirements are included in Section "Project Closeout".

Specific requirements for warranties for the Work and products and installations that are specified to be warranted, are included in the individual Section of Divisions-2 through -17.

Certifications and other commitments and agreements for continuing services to Owner are specified elsewhere in the Contract Documents.

Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products, nor does it relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the Contractor.

1.03 WARRANTY REQUIREMENTS

Related Damages and Losses: When correcting warranted Work that has failed, remove and replace other Work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted Work.

Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.

Replacement Cost: Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefited from use of the Work through a portion of its anticipated useful service life.

Owner's Recourse: Written warranties made to the Owner are in addition to implied warranties, and shall not limit the duties, obligations, rights and remedies otherwise available under the law, not shall warranty periods be interpreted as limitations on time in which the Owner can enforce such other duties, obligations, rights, or remedies.

Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selections to products with warranties not in conflict with requirements of the Contract Documents.

The Owner reserves the right to refuse to accept Work for the Project where a special warranty, certification, or similar commitment is required on such Work or part of the Work, until evidence is presented that entities required to countersign such commitments are willing to do so.

1.04

SUBMITTALS

Submit written warranties to the Architect prior to the date certified for Substantial Completion. If the Architect's Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion for the Work, or a designated portion of the Work, submit written warranties upon request of the Architect. Otherwise date all warranties from the date of Substantial completion.

Form of Submittal: At Final Completion compile two copies of each required warranty and bond properly executed by the Contractor, or by the Contractor, subcontractor, supplier, or manufacturer. Organize the warranty documents into a orderly sequence based on the table of contents of the Project Manual and bind in a durable 3 ring loose leaf binder.

END OF SECTION

PART 1 GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SCOPE

A. GENERAL

1. This section includes all materials, labor, equipment and related services required to complete all demolition operations as indicated and/or specified.
2. Demolition includes certain exterior demolition within the existing building and the removal and disposal of demolished materials, as shown on the drawings and herein specified.

B. EXTERIOR DEMOLITION

Remove existing roofing materials, under-layments, flashing, downspouts and gutters where shown. Note use by owner and coordinate to complete all work necessary for implementation of this contract.

F. JOB CONDITIONS

1. Condition of Structure: Neither the Owner nor the Architect assumes responsibility for the actual condition of construction to be demolished.
2. Existing Structure: The Contractor shall thoroughly review all drawings and shall visit the site to acquaint himself with all conditions relevant to the demolition work, including the general conditions of the features that are to remain and of those to be demolished.
3. Partial Removal: Remove only the construction finishes or items indicated or specified. Materials removed and not specified, indicated or directed by the Architect to be salvaged for the Owner or restoration shall become the property of the contractor and shall be transported from the site as they are removed. Storage or sale of removed items will not be permitted on the site.
4. Traffic: Conduct demolition operations and the removal of debris to ensure minimum interference with roads, streets, walks and occupied areas.

5. Protections:
 - (a) Ensure the safe passage of persons around the area of demolition. Conduct operations to prevent injury or discomfort caused by dust.
 - (b) Provide protection for the public & work force. Provide warning lights, signs, barricades, safety rails and other protective devices as required to assure safety.
 - (c) Demolition shall be performed in a manner which will create an absolute minimum amount of vibration and eccentric loads to the structure to remain.
 - (d) Exercise all precautions to protect and prevent from damage all features and portions of the building to remain.
 - (e) Provide interior and exterior shoring, bracing, or support to prevent movement or settlement or collapse of structure to remain.
 - (f) Protect existing finished surfaces to remain.
 - (g) The designated areas in the un-renovated portion of the building will remain occupied during construction. Contractors work shall not disturb utilities or access to the existing occupied buildings.

6. Damages: Promptly repair damages caused to adjacent facilities or the building to remain by demolition operations at no cost to the Owner.

7. Dumping Site: Contractor shall arrange for a legal dumping site and shall assume any costs or fees for use of the dumping site.

PART 2
2.01

DEMOLITION

1. Pollution Controls

Use temporary enclosures and other suitable methods to limit the amount of dust and dirt rising and scattering in the air to the lowest practical level.

Comply with governing regulations pertaining to environmental protection.

Clean adjacent structures and improvements of dust, dirt, and debris caused by demolition operations, as directed by the Architect or governing authorities. Return adjacent areas to condition existing prior to the start of the work.

2. Matching and Patching: Consists of, but is not necessarily limited to, the following:
 - (a) Where items are removed from existing walls, ceilings, floors or partitions to remain, match and patch repair wall, ceiling, floor or

- partition disturbed by removal.
- (b) Where walls, ceilings, floors or partitions are removed, match and patch repair abutting walls, ceiling or floors disturbed by removal.
 - (c) Where existing construction is cut or otherwise disturbed to permit installation of new work, match and patch existing construction so disturbed.
 - (d) Use methods and materials which are similar in appearance, and equal in quality, to those areas or surfaces being repaired. Methods, materials and finished work are subject to approval of Architect. Remove areas, surfaces or items which cannot be satisfactorily matched and patched. Replace with new work at no additional expense to Owner.
3. Disposal of Demolished Materials: General - Remove from the building and site debris, rubbish, and other materials resulting from demolition operations and dispose of same legally. Burning of removed materials from demolished structures will not be permitted on the site.
4. Clean-up: Vacuum or wipe clean all floors, walls and ceiling in the building.

END OF SECTION

PART 1 - GENERAL

1.01 SUMMARY

- A. Provide rough carpentry work:
 - 1. Wood framing.
 - 2. Sheathing.
 - 3. Shelving.
 - 4. Nailers and blocking, furring, and sleepers.

1.02 SUBMITTALS

- A. Submit for approval product data.

1.03 QUALITY ASSURANCE

- A. Comply with governing codes and regulations. Provide products of acceptable manufacturers which have been in satisfactory use in similar service for three years. Use experienced installers. Deliver, handle, and store materials in accordance with manufacturer's instructions.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Lumber, finished 4 sides, 15% maximum moisture content:
 - 1. Light framing: Construction grade Douglas fir or southern pine, appearance grade where exposed.
 - 2. Structural framing and timbers: No. 1 grade Douglas fir or southern pine, appearance grade where exposed.
 - 3. Boards: Construction grade.
- B. Wood for nailers, blocking, furring and sleepers: Construction grade, finished 4 sides, 15% maximum moisture content. Pressure preservative treat items in contact with roofing, flashing, waterproofing, masonry, concrete or the ground.
- C. Plywood, APA rated for use and exposure:

1. Roof sheathing: 5/8" APA sheathing, C-D plugged, Exterior.
- D. Wood treatment:
1. Preservative treatment: Pressure-treated with waterborne preservatives, to comply with AWPB LP-2 or LP-22, as applicable. Kiln dry to 15% max. moisture content. Treat wood exposed to deterioration by moisture, such as items in contact with roofing, flashing, waterproofing, masonry, concrete, or the ground. Treat wood subject to insect attack.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Provide nailers, blocking and grounds where required. Set work plumb, level and accurately cut.
- B. Install materials and systems in accordance with manufacturer's instructions and approved submittals. Install materials and systems in proper relation with adjacent construction. Coordinate with work of other sections.
- C. Comply with manufacturer's requirements for cutting, handling, fastening and working treated materials.
- D. Restore damaged components. Protect work from damage.

END OF SECTION

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Manufacturer's requirements for the proper design, use, and installation of an Exterior Insulation and Finish System.

1.2 RELATED SECTIONS

- A. Section 07620 - Sheet Metal Flashing and Trim

1.3 REFERENCES

- A. ASTM B117 Test Method for Salt Spray (Fog) Testing
- B. ASTM C1135 Test Method for Determining Tensile Adhesion Properties of Structural Sealants
- C. ASTM D968 Standard Test Methods for Abrasion Resistance of Organic Coatings by Falling Abrasive
- D. ASTM D1037 Standard Test Methods for Evaluating Properties of Wood-Base Fiber and Particle Panel Materials
- E. ASTM D2247 Practice for Testing Water Resistance of Coatings in 100 Percent Relative Humidity
- F. ASTM D2294 Standard Test Method for Creep Properties of Adhesives in Shear by Tension Loading (Metal-to-Metal).
- G. ASTM D2794 Standard Test Method for Resistance of Organic Coatings to the Effects of Rapid Deformation (Impact)
- H. ASTM D3273 Standard Test Method for Resistance to Growth of Mold on the Surface of Interior Coatings in an Environmental Chamber
- I. ASTM E84 Test Method for Surface Burning Characteristics of Building Materials.
- J. ASTM E108 Standard Test Methods for Fire Tests of Roof Coverings
- K. ASTM E119 Standard Test Method for Fire Tests of Building Construction and Materials.
- L. ASTM E330 Test Method for Structural Performance by Uniform Static Air Pressure Difference.
- M. ASTM E331 Test Method for Water Penetration by Uniform Static Air Pressure Difference.
- N. ASTM E695 Method for Measuring Relative Resistance to Impact Loading.
- O. ASTM E2134 Standard Test Method for Evaluating the Tensile-Adhesion Performance of an Exterior Insulation and Finish System (EIFS)

- P. ASTM E2430 Standard Specification For Expanded Polystyrene (“EPS”) Thermal Insulation Boards For Use In Exterior Insulation and Finish Systems (“EIFS”)
- Q. ASTM E2485 Standard Test Method for Freeze/Thaw Resistance of Exterior Insulation and Finish Systems (EIFS) and Water Resistive Barrier Coatings
- R. ASTM E2486 Standard Test Method for Impact Resistance of Class PB and PI Exterior Insulation and Finish Systems (EIFS)
- S. ASTM E2568 Standard Specification for Exterior Insulation and Finish Systems
- T. ASTM G155/ G153 Accelerated Weathering for Exposure of Nonmetallic Materials.
- U. Fed. Spec. TT-C-555B Coating, Textured (For Interior and Exterior Masonry Surfaces)
- V. NFPA 259 Test Method for Potential Heat of Building Materials.
- W. NFPA 268 Standard Test Method for Determining Ignitability of Exterior Wall Assemblies Using a Radiant Heat Energy Source.
- X. NFPA 285 Standard Method of Test for the Evaluation of Flammability characteristics of Exterior Nonload-bearing Wall Assemblies Containing Combustible Components Using the Intermediate-scale, Multistory Test Apparatus.

1.4 ASSEMBLY DESCRIPTION

- A. Standard Class PB Exterior Insulation and Finish System (EIFS): Adhesive, Expanded Polystyrene Insulation (EPS) Board, Base Coat with embedded Reinforcing Fabric Mesh, Primer (Optional), and Finish Coat. This system is installed over glass mat gypsum sheathing, cement board sheathing, CDX plywood, Exposure 1, OSB, concrete or CMU. For OSB restrictions see *EIFS manufacturer’s Acceptable Substrates and Areas of Use Technical Bulletin*.
- B. Functional Criteria:
 - 1. General:
 - a. Insulation Board: At system termination, completely encapsulate insulation board edges by mesh reinforced base coat. The use of and maximum thickness of insulation board shall be in accordance with applicable building codes and EIFS manufacturer’s requirements.
 - b. Flashing: Flashing shall be continuous and watertight. Flashing shall be designed and installed to prevent water infiltration behind the cladding. Refer to Division 07 Flashing Section for specified flashing materials.
 - c. See Current ICC Evaluation Service Report or contact EIFS manufacturer’s Technical Department for design windloads.
 - d. Inclined surfaces shall follow the guidelines listed below:

- (1) Minimum slope: 6 in (152 mm) of vertical rise in 12 in (305 mm) of horizontal run.
 - (2) For sloped surfaces, run of slope shall be a maximum of 12 in (305 mm).
 - (3) Usage not meeting above criteria shall be approved in writing prior to installation.
- e. The building interior shall be separated from the insulation board by 1/2 in (12.7 mm) of gypsum board or equivalent 15 minute thermal barrier.
2. Performance Requirements
 - a. System to meet the performance and testing requirements of the International Code Council Acceptance Criteria AC 219
 - b. Shall meet the testing requirements of the Product Performance Sheet.
3. Substrate Systems:
 - a. Shall be engineered to withstand applicable design loads including required safety factor.
 - b. Maximum deflection of substrate system under positive or negative design loads shall not exceed L/240 of span.
 - c. Substrate dimensional tolerance: Flat within 1/4 in (6.4 mm) in any 4 ft (122 cm) radius.
 - d. Surface irregularities: Sheathing not over 1/8 in (3 mm); masonry not over 3/16 in (4.8 mm).
4. Impact Resistance Classification:
 - a. High Impact Resistance, 90-150 in-lbs (10.2–17.0 J) Impact Range
5. Expansion Joints: Continuous expansion joints shall be installed at the following locations in accordance with manufacturer's recommendations:
 - a. At building expansion joints.
 - b. At substrate expansion joints.
 - c. At floor lines in wood frame construction.
 - d. Where EIFS panels abut one another.
 - e. Where EIFS abuts other materials.
 - f. Where significant structural movement occurs, such as at
 - (1) Changes in roof line.
 - (2) Changes in building shape and/or structural system.
 - g. Where substrate changes

6. Manufacturer's Detail:
 - a. EIFS latest published information shall be followed for standard detail treatments.
 - b. Non-standard detail treatments shall be as recommended by manufacturer, approved by Project Designer and be part of the Contract Documents.
7. Building Code Conformance: EIFS shall be acceptable for use on this project under building code having jurisdiction.

1.5 SUBMITTALS

- A. General: Submit Samples, Evaluation Reports, warranties and Certificates in accordance with Division 01 General Requirements Submittal Section.

1.6 QUALITY ASSURANCE

- A. Qualifications:
 1. All EIFS assembly materials must be manufactured or sold by a single-source manufacturer and must be purchased direct from the manufacturer or its authorized distributor.
 2. Applicator:
 - a. Must have attended manufacturer's Educational Seminar.
 - b. Must possess a current manufacturer's certificate of education.
 - c. Must be experienced and competent in installation of plaster-like materials.
- B. Regulatory Requirements:
 1. Insulation Board: Shall be produced and labeled under a third party quality program as required by applicable building code.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Delivery: Deliver materials in original packaging with manufacturer's identification.
- B. Storage: Store materials in a cool, dry location, out of sunlight, protected from weather and other harmful environment, and at a temperature above 40°F (4°C) and below 110°F (43°C) in accordance with manufacturer's instructions.

1.8 PROJECT / SITE CONDITIONS

- A. Installation Ambient Air Temperature: Minimum of 40°F (4°C) and rising, and remain so for 24 hours thereafter.
- B. Substrate Temperature: Do not apply materials to substrates whose temperature are below 40°F (4°C) or contain frost or ice.
- C. Inclement Weather: Do not apply materials during inclement weather unless appropriate protection is employed.
- D. Sunlight Exposure: Avoid, when possible, installation of the materials in direct sunlight. Application of Acrylic Finishes in direct sunlight in hot weather may

adversely affect aesthetics.

- E. Materials shall not be applied if ambient temperature exceeds 120°F (49°C) or falls below 40°F (4°C) within 24 hours of application. Protect materials from uneven and excessive evaporation during hot, dry weather.
- F. Prior to installation, the substrate shall be inspected for surface contamination, or other defects that may adversely affect the performance of the materials and shall be free of residual moisture.

1.9 COORDINATION AND SCHEDULING:

- A. Coordination: Coordinate water-resistive membrane & air barrier coating materials installation with other construction operations.

1.10 WARRANTY

- A. Warranty: Upon request, at completion of installation, provide manufacturer's Standard Limited Warranty.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturer, Basis of Design: Parex USA, Inc., 4125 E. La Palma Ave., Suite 250, Anaheim, CA 92807 Contact: Architectural Sales (866.516.0061) or Technical Support (800.226.2424). Similar and equal products by STO and DRYVIT will be accepted.

2.2 MATERIALS

- A. Adhesives
 - [1. Parex 121 Base Coat & Adhesive: 100% acrylic polymer based, requiring the addition of portland cement; used as an adhesive to laminate EPS Insulation Board to the substrate. Not for use with wood based sheathing
- B. Insulation Board: In compliance with manufacturer's requirements for Standard System EIFS.
 - [1. Produced and labeled under a third party quality program as required by applicable building code; and produced by a manufacturer approved by Parex USA.
 - [2. Shall conform to ASTM C578 and ASTM E2430, Type I and the Parex USA specification for Molded Expanded Polystyrene Insulation board.
 - [3. Maximum size shall be 2 ft x 4 ft (610 mm x 1219 mm).
 - [4. Thickness: 3/4 in, minimum (19 mm) after rasping.
- C. Base Coats:
 - [1. 121 Base Coat: 100% acrylic polymer base, requiring the addition of Portland cement.
- D. Reinforcing Mesh:

- [1. 355 Standard Mesh: Weight 4.5 oz. per sq. yd. (153 g/sq m); coated for protection against alkali. Standard reinforcement of Parex EIFS, or for use with High Impact 358.14 Mesh, or Ultra High Impact 358.20 Mesh.
- [2. 356 Short Detail Mesh: Reinforcing mesh used for backwrapping and details.
- [3. 352 Self Adhesive Detail Mesh: Reinforcing mesh used for complex details.
- [4. 358.14 High Impact 14 Mesh: Weight 15 oz. per sq. yd. (509 g/sq m) Reinforcing mesh used with a Standard System; to achieve ASTM E2486 high impact strength.
- [5. 358.20 Ultra High Impact 20 Mesh: Weight 20 oz. per sq. yd. (678 g/sq m) Reinforcing mesh used with a Standard System; to achieve ultra-high impact strength.

[E. Primer:

- [1. Parex USA Primer: 100% acrylic based coating to prepare surfaces for acrylic or elastomeric finishes.

F. Finish

Parex DPR Standard Finish: Factory blended, 100% acrylic polymer based finish, integrally colored. Finish type, texture and color as selected by Project Designer

- [a. Parex USA ColorFast Pigments System: Fade resistant pigment system offering superior fade resistance; factory tinted only; used-with any Parex USA acrylic or elastomeric finish or coating.

G. Portland Cement: ASTM C150, Type I or Type I-II.

H. Water: Clean, cool, potable water

2.3 RELATED MATERIALS AND ACCESSORIES

A. Substrate Materials:

- [1. Glass mat gypsum sheathing conforming to ASTM C1177.

B. Flashing: Refer to Division 07 Flashing Section for flashing materials.

C. Sealant System:

- [1. Sealant for expansion joints between panelized EIFS sections shall be ultra-low modulus designed for minimum 100% elongation and minimum 50% compression and as selected by Project Designer.
- [2. Sealant for perimeter seals around window and door frames and other wall penetrations shall be low modulus, designed for minimum 50% elongation and minimum 25% compression, and as selected by Project Designer.
- [3. Sealants shall conform to ASTM C 920, Grade NS.
- [4. Expansion joints between sections of EIFS shall have a minimum width of 3/4 in (19 mm).

- [5. Perimeter seal joints shall be a minimum width of 1/2 in (12.7 mm).
- [6. Sealant backer rod shall be closed-cell polyethylene foam.
- [7. Apply sealant to tracks or base coat of EIFS.
- [8. Refer to EIFS manufacturer's current bulletin for listing of sealants which have been tested and have been found to be compatible with EIFS materials.
- [9. Color shall be as selected by Project Designer.
- [10. Joint design, surface preparation, and sealant primer shall be based on sealant manufacturer's recommendations and project conditions.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify project site conditions under provisions of Section 01 00 00.
- B. Compliance: Comply with manufacturer's instructions for installation.
- C. Substrate Examination: Examine prior to installation of EIFS assembly materials as follows:
 1. Substrate shall be of a type approved by manufacturer. Plywood and OSB substrates shall be gapped 1/8 in (3.2 mm) at all edges.
 2. Substrate shall be examined for soundness, and other harmful conditions.
 3. Substrate shall be free of dust, dirt, laitance, efflorescence, and other harmful contaminants.
 4. Substrate construction in accordance with substrate material manufacturer's specifications and applicable building codes.
- D. Sealants and Backer Rod: To be installed, where required, in accordance with the sealant manufacturer's specifications and published literature, and using the sealant manufacturer's recommended primers.
- E. Advise Contractor of discrepancies preventing proper installation of the EIFS materials. Do not proceed with the work until unsatisfactory conditions are corrected.

3.2 PREPARATION

- A. Protection: Protect surrounding material surfaces and areas during installation of system.
- B. Clean surfaces thoroughly prior to installation.
- C. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

3.3 MIXING

- A. Mix materials in accordance with manufacturer's instructions.

3.4 APPLICATION

- A. General: Installation shall conform to this specification and manufacturer's written instructions.
- B. Insulation Board
 1. Install back-wrap mesh or edge-wrap mesh at system terminations.
 2. Apply EIFS adhesive to backs of insulation boards with a notched trowel, with ribbons of adhesive oriented in a vertical direction (parallel to the 2 ft (61 mm) dimension of the EPS board).
 3. Install insulation board without gaps in a running bond pattern and interlocked at corners.
 4. Rasp irregularities off insulation board after adhesive has dried a minimum of 24 hours.
- C. Apply base coat and fully embed mesh in base coat; include diagonal mesh patches at corners of openings and reinforcing mesh patches at joints of track sections. Apply multiple layers of base coat and mesh where required for specified impact resistance classification.
- D. Apply primer to base coat after drying. Primer may be omitted if it is not required by the manufacturer's product data sheets for the specified finish coat or otherwise specified for the project.
- E. Finish Coat: Apply finish coat to match specified finish type, texture, and color. Do not apply finish coat to surfaces to receive sealant. Keep finish out of sealant joint gaps.

3.5 CLEAN-UP

- A. Removal: Remove and legally dispose of EIFS materials from job site.
- B. Clean surfaces and work area of foreign materials resulting from material installation.

3.6 PROTECTION

- A. Provide protection of installed materials from water infiltration into or behind them.
- B. Provide protection of installed materials from dust, dirt, precipitation, and freezing during installation, and continuous high humidity until fully cured and dry.
- C. Clean exposed surfaces using materials and methods recommended by the manufacturer of the material or product being cleaned. Remove and replace work that cannot be cleaned to the satisfaction of the Project Designer/Owner.

END OF SECTION

PART 1 GENERAL

1.01 RELATED DOCUMENTS:

Drawings and General Provisions of the contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to work of this section.

1.02 SCOPE:

This section includes the furnishing and installation of the asphalt shingle roof system, complete and coordinated with other work.

1.03 RELATED WORK:

- A. Carpentry
- B. Thermal & Moisture Protection
- C. Metal Flashing and Roof Accessories

1.04 WARRANTY

- A. Manufacturer's Warranty: Furnish shingle manufacturer's Lifetime limited warranty for the shingle on this job.
- B. Warranty Supplement: Provide manufacturer's supplemental warranty to cover labor and materials in the event of a material defect for the following period after completion of application of shingles.

PART 2 MATERIALS

2.01 ASPHALT FIBERGLASS SHINGLES

CertainTeed Landmark Pro : Conforming to ASTM D 3018 Type I – Self-Sealing; UL Certification of ASTM D 3462, ASTM D 3161/UL997 80-mph Wind Resistance and UL Class A Fire Resistance; glass fiber mat base; ceramically colored algae resistant granules across entire face of the shingle; two-piece laminated shingle. Similar and equal products by Tamko and Atlas will be considered provided they meet the requirements of this specification and can match the colors required. (Submit color samples prior to bid.) Hip and ridge shingles shall be manufacturer's standard, factory, pre-cut units to match asphalt shingles.

2.02 WATERPROOF UNDERLAYMENT: is Bituthane, Ice & Water Shield; by WR Grace. Similar and equal products by other manufacturers which are designed for

use under asphalt shingles will be considered if submitted in accordance with section 01631.

2.03 METAL TRIM AND FLASHING: See section 07600 Flashing and Sheet Metal

2.04 VENT PIPE FLASHING:
EPDM pipe flashing boots are by Carlisle, Firestone or other acceptable manufacture. Extend skirt at slope of roof extending at least 4" from pipe onto roof.

2.06 ACCESSORIES:
Nails - Stainless steel, 1 ¼" min. ring-shanked coil roofing nails with a minimum 3/8" diameter head and of sufficient length to penetrate at least 1/8" through plywood sheathing.

2.07 VALLEY FLASHING
Mill finish aluminum .025 thickness, 16" width, minimum.

PART 3 INSTALLATION

3.01 Clean roof deck to remove projections and trash, which may damage or telegraph through shingles. Cover knot holes or other minor voids in substrate with sheet metal flashing to form a solid nail able surface. Coordinate with replacement of sheathing roof deck as required, note unit pricing for same.

3.02 Apply waterproof underlayment under all shingles. Work up from the eave in a shingle fashion to ridge. Apply another layer of self-adhering sheet underlayment at valleys extending 12 inches on each side.

3.03 Install metal flashing and trim as indicated and according to details and recommendations of the "Asphalt Roofing section of the "NRCA Steep Roofing Manual" and "ARMA's Residential Roofing Manual".

3.04 Install asphalt shingles beginning on roof's lower edge with a starter strip of roll roofing, or inverted asphalt shingles with tabs removed. Fasten asphalt in the desired weather exposure pattern; use number of fasteners per shingle as recommended by manufacturer and Florida Building Code. Use vertical and horizontal chalk lines to ensure straight coursing.

1. Cut and fit asphalt shingles at valleys, ridges and edges to provide maximum weather protection. Provide same weather exposure at ridges, as specified for roof. Lap asphalt shingles at ridges to shed water away from direction of prevailing wind.

END OF SECTION

PART 1 - GENERAL

1.01 SUMMARY

- A. Provide flashing and sheet metal components for building construction.
 - 1. Copings.
 - 2. Downspouts.
 - 3. Exposed metal trim units.
 - 4. Miscellaneous sheet metal accessories.

1.02 PERFORMANCE REQUIREMENTS

- A. System Design: Provide flashing and sheet metal components that are identical to systems that have been successfully tested by a qualified testing and inspecting agency to resist uplift pressure calculated according to ASCE 7-98.
 - 1. Design wind velocity shall be 155 mph.

1.03 SUBMITTALS

- A. Submit for approval samples, shop drawings, product data.
- B. Manufacturer Certificates: Signed by roofing manufacturer certifying that flashing and sheet metal components comply with requirements specified in "Performance Requirements" Article.

1.04 QUALITY ASSURANCE

- A. Comply with governing codes and regulations. Provide products of acceptable manufacturers which have been in satisfactory use in similar service for three years. Use experienced installers. Deliver, handle, and store materials in accordance with manufacturer's instructions.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Roof flashing: Prefinished .032" formed aluminum with hold-down clips and splice plates.
- B. Conductor heads, downspouts and gutters: Minimum .040 prefinished (Kynar painted) aluminum. Aluminum Support straps for downspouts shall go over the downspouts and be anchored to the wall.

- C. Finish: Kynar 500 2-coat fluoropolymer

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Follow recommendations of SMACNA "Sheet Metal Manual". Allow for expansion. Isolate dissimilar materials to prevent galvanic corrosion.
- B. Install materials and systems in accordance with manufacturer's instructions and approved submittals. Install materials and systems in proper relation with adjacent construction and with uniform appearance. Coordinate installation with roofing system and work of other sections to ensure weather tight performance. Anchor securely to structure to withstand inward and outward loads.
- C. Restore damaged components and finishes. Clean and protect work from damage.

END OF SECTION

PART 1 - GENERAL

1.01 SUMMARY

- A. Provide sealants at intersection of building components.

1.02 SUBMITTALS

- A. Submit for approval samples, product data.

1.03 QUALITY ASSURANCE

- A. Comply with governing codes and regulations. Provide products of acceptable manufacturers which have been in satisfactory use in similar service for three years. Use experienced installers. Deliver, handle, and store materials in accordance with manufacturer's instructions.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Joints designed for expansion and movement conditions at site:
 - 1. Exterior joints on vertical surfaces: Non-sag polyurethane; Pecora Dymonic or Tremco Dymeric or approved equal.
 - 2. Seam sealant for small metal to metal joints; Tremco Seam Sealer or approved equal.
 - 4. Precompressed expanding foam secondary sealant; Emseal Greyflex or approved equal.
 - 5. Primers, bond breakers, and backer rods compatible with sealant and adjacent surfaces.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Examine substrate; report unsatisfactory conditions in writing. Beginning work means acceptance of substrates.
- B. Provide sealants in colors as selected from manufacturer's standards. Sealants shall match adjacent surfaces unless otherwise specified.
- C. Install materials and systems in accordance with manufacturer's instructions and approved submittals. Install materials and systems in proper relation with adjacent construction and with uniform appearance. Coordinate with work of other sections. Clean and prime joints, and install bond breakers, backer rods and sealant as recommended by manufacturers.

- D. Depth shall equal width up to 1/2" wide; depth shall equal 1/2 width for joints over 1/2" wide, except fill joints completely with fire-retardant products.
- E. Cure and protect sealants as directed by manufacturers. Replace or restore damaged sealants. Clean adjacent surfaces to remove spillage.

END OF SECTION

PART 1 – GENERAL

1.01 SUMMARY

- A. Provide painting and surface preparation for all unfinished interior and exterior surfaces, including electrical and mechanical equipment.

1.02 SUBMITTALS

- A. Submit for approval samples, product data, mock-ups, extra stock.

1.03 QUALITY ASSURANCE

- A. Comply with governing codes and regulations. Provide products of acceptable manufacturers which have been in satisfactory use in similar service for three years. Use experienced installers. Deliver, handle, and store materials in accordance with manufacturer's instructions.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. First-line standard products for all systems by Benjamin-Moore, Coronado, Devoe, Glidden, PPG, Pratt and Lambert, Sherwin-Williams, Tnemec, or approved equal.
- B. Exterior paint systems:
 - 1. Concrete masonry units: 100% acrylic block filler, 100% acrylic enamel (semi-gloss), 2 coats.
 - 2. Ferrous metal: Rust inhibitive metal primer, 100% acrylic enamel (high-gloss), 2 coats.
 - 3. Galvanized metal: Galvanized metal primer, 100% acrylic enamel (high-gloss), 2 coats.
 - 4. Wood Acrylic primer, Acrylic house paint (semis gloss), 2 coats
- C. Interior paint systems:
 - 1. Veneer Plaster and Gypsum Board: Acrylic latex primer, acrylic latex enamel (eggshell), 2 coats.
 - 2. Concrete masonry units: 100% acrylic block filler, acrylic latex enamel (semi-gloss), 2 coats.
 - 3. Concrete masonry units (heavy duty): epoxy block filler, 2-component epoxy enamel (high-gloss), 2 coats.
 - 4. Wood for natural transparent finish: Sanding sealer, waterborne clear-satin varnish 2 coats.
 - 5. Ferrous metal: Rust inhibitive metal primer, 100% acrylic enamel (high-gloss), 2 coats.

6. Galvanized metal: Galvanized metal primer, 100% acrylic enamel (high-gloss), 2 coats.
7. Sealed concrete floor: 100% solids epoxy sealer (gloss) 2 coats.
8. Stained Sealed Concrete floor: Blush Tone Acid Stain by Brickform or Equal, Poly-Seal by Brickform or equal Dura-Wax by Brickform or equal.

D. Mildewcide additive:

1. Provide mildewcide additive to all exterior paint. Mildewcide additive shall be chemically compatible with paint formulation and shall not adversely affect the color, texture, or durability of the coating.
2. Mildewcide additive shall be EPA registered, non-toxic, low VOC composition, and shall provide complete protection against microbial defacement of painted surfaces.
3. Provide M-1 Advanced Mildewcide as manufactured by The Jomaps Company or approved equal.

2.02 ENVIRONMENTAL CRITERIA

A. VOC Content of Paints:

1. The volatile organic compound (VOC) content of interior paints, interior primers, and anti-corrosive paints used in interior applications shall not exceed the limits defined in the Green Seal Environmental Standards for Paints (GS-11, dated 5/20/93) and Anti-Corrosive Paints (GC-03, dated 1/7/97), of Green Seal, Washington, DC. The VOC limits defined in the referenced Green Seal standards are as follows. All VOC limits are defined in grams per liter, and exclude water and tinting color added at the point of sale (as determined by U.S. EPA Reference Test Method 24).
 - a) Flats: 50 g/L.
 - b) Non-Flats: 150 g/L.
 - c) Anticorrosive Gloss, Semi-Gloss, & Flat: 250 g/L.
 - d) Clear Varnish: 350 g/L.
 - e) Clear Lacquer: 550 g/L.
 - f) Floor Coatings: 100 g/L.
 - g) Waterproofing Sealers: 250 g/L.
 - h) Sanding Sealers: 275 g/L.
 - i) Other Sealers: 200 g/L.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Inspect surfaces, report unsatisfactory conditions in writing; beginning work means acceptance of substrate.
- B. Comply with manufacturer's instructions and recommendations for preparation, priming and coating work. Coordinate with work of other sections.
- C. Match approved mock-ups for color, texture, pattern and coverage. Re-coat or remove and replace work which does not match.

- D. For stained sealed concrete floors, Provide mock up in Tool Storage 122A. Follow manufacturer's surface preparation guidelines. Clean concrete of all sealers, dirt oils and paint. Grind concrete to manufacturer's recommendations. Apply acid, sealer and wax according to manufacturer's directions.
- D. Clean up, touch up and protect work.

END OF SECTION 09900

NAVARRE LIBRARY RE-ROOFING

SANTA ROSA COUNTY BOARD OF COUNTY COMMISSIONERS

CONSTRUCTION DOCUMENTS

JUNE 20, 2016



SAM MARSHALL ARCHITECTS
325 S. PALAFOX STREET
PENSACOLA, FL 32502
(850) 433-7842
(850) 433-0510 fax

ABBREVIATIONS LEGEND

ACOUS	ACOUSTICAL	FE	FE FIRE EXTINGUISHER	PLUMB	PLUMBING
AFF	ABOVE FINISHED FLOOR	FEC	FEC FIRE EXTINGUISHER	PS	PROJECTION SCREEN
ALT	ALTERNATE		IN WALL CABINET	PT	PRESSURE TREATED
ALUM	ALUMINUM	FT	FT FACIAL TISSUE DISPENSER	PLWD	PLYWOOD
AW	ASH/WASTE RECEPTACLE	FM	FM FORCE MAIN	R	RISER
BEJ	BRICK EXPANSION JOINT	FH	FH FIRE HYDRANT	RAD	RADIUS
BLDG	BUILDING	GB	GB GRAB BAR	RCP	REINFORCED CONCRETE PIPE
BRG	BEARING	GA	GA. GAUGE	REIN	REINFORCEMENT
BOTT	BOTTOM	GALV	GALV. GALVANIZED	RM	ROOM
BM	BEAM	GL	GLASS	RO	ROUGH OPENING
BLKG	BLOCKING	GYP BD	GYP. BOARD	SD	STORM DRAIN
CW	COLD WATER	HB	HOSE BIB	SC	SCALE
CB	CHALKBOARD	HDWD	HARDWOOD	SMEP	SEAMLESS EPOXY FINISH
CJ	COLD JOINT	HM	HOLLOW METAL	SMFF	SEAMLESS RESINOUS FLOOR SYS.
CLG	CEILING	HMF	HOLLOW METAL FRAME	SS	SANITARY SEWER
CLG HT	CEILING HEIGHT	HORIZ	HORIZONTAL	ST STL	STAINLESS STEEL
CMU	CONCRETE MASONRY UNIT	HT	HEIGHT	STL	STEEL
COL	COLUMN	HEWC	HANDICAPPED ELECTRIC	STO	STORAGE
CONC	CONCRETE		WATER COOLER	STRUCT	STRUCTURE
CONST	CONSTRUCTION	INFO	INFORMATION	SUSP	SUSPENDED
CONT	CONTINUOUS	INSUL	INSULATION	SUSP SYS	SUSPENSION SYSTEM
CT	CERAMIC TILE	INT	INTERIOR	TB	TACKBOARD
CU	COPPER	JAN	JANITOR	TR	TREATED (WOOD)
DET	DETAIL	L	LENGTH	TYP	TYPICAL
DIA	DIAMETER	MB	MARKER BOARD	TCP	THIN COAT PLASTER (SYSTEM)
DWG	DRAWING	MECH	MECHANICAL	TW	TOWEL DISPENSER/ WASTE RECEPTACLE
DF	DRINKING FOUNTAIN	MEMB	MEMBRANE	TP	TOILET PAPER DISPENSER
DS	DOWN SPOUT	MDO	MEDIUM DENSITY	UON	UNLESS OTHERWISE NOTED
DN	DOWN		OVERLAY PLYWOOD	VCT	VINYL COMPOSITE TILE
EA	EACH	MH	MANHOLE	W	WIDE
EJ	EXPANSION JOINT	MO	MASONRY OPENING	W/	WITH
EL	ELEVATION (GRADE)	MR	MIRROR	WD	WOOD
ELEV	ELEVATION	MS	METAL SHELVING	WP	WATERPROOF
EQ	EQUAL	MT	METAL THRESHOLD	WR	WATER RESISTANT
EQUIP	EQUIPMENT	MTD	MOUNTED		
EXIST/EX	EXISTING	MW	MILLWORK		
EWC	ELECTRIC WATER COOLER	ND	NAPKIN DISPOSER		
EPS	ELECTRIC PROJECTION SCREEN	NIC	NOT IN CONTRACT		
FBO	FURNISHED BY OWNER	NO	NUMBER		
FD	FLOOR DRAIN	NTS	NOT TO SCALE		
FC	FIRE CODE (GYP. BD.)	NV	NAPKIN VENDOR		
FIN	FINISH	OC	ON CENTER		
FF	FINISHED FLOOR	OPP	OPPOSITE		
FTG	FOOTING	PB	PEG BOARD		
FLR	FLOOR	PL	PLASTIC LAMINATE		

SHEET INDEX

T-1 TITLE SHEET, SHEET INDEX, ABBREVIATIONS

ARCHITECTURAL
D-1 DEMO ROOF PLAN & ELEVATIONS
A-1 ROOF PLAN & ELEVATIONS
A-2 ROOF DETAILS & PHOTOS

SCOPE OF WORK

THE WORK INCLUDES THE SELECTIVE REMOVAL OF ROOF SHINGLES AND UNDERLAYMENT, FLASHING, GUTTERS AND DOWNSPOUTS

RE-WORK INCLUDES THE INSTALLATION OF ROOF SHINGLES AND UNDERLAYMENT FLASHING, GUTTER AND DOWNSPOUTS AND REPAIR OF DAMAGED EIFS.

BUILDING CODE COMPLIANCE

THIS PROJECT WAS DESIGNED IN ACCORDANCE WITH THE 5TH EDITION 2014 FLORIDA BUILDING CODE.

FLORIDA PRODUCT APPROVAL

THE FOLLOWING PRODUCT WAS USED AS THE BASIS OF DESIGN. ANY PRODUCT THAT IS SUBSTITUTED FOR THE SPECIFIED PRODUCT MUST ALSO HAVE A FLORIDA PRODUCT APPROVAL NUMBER.

FL- 5444-R9 CERTAIN-TEED ASPHALT SHINGLES

SYMBOLS LEGEND

	ROOM NUMBER		DEMOLITION NOTE		DETAIL NUMBER THAT SHEET		WALL TYPE
	DOOR NUMBER		CONSTRUCTION NOTE		BUILDING SECTION, DIRECTION INDICATED BY ARROW		WALL TYPE
	WINDOW TYPE		DETAIL NUMBER SHEET NUMBER		SECTION CUT, DIRECTION INDICATED BY ARROW		SPOT ELEVATION

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RE-ROOFING

SITE



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8484 JAMES M HARVELL RD.
NAVARRE, FL 32566
(850)-981-7323
VICINITY MAP

REVISIONS

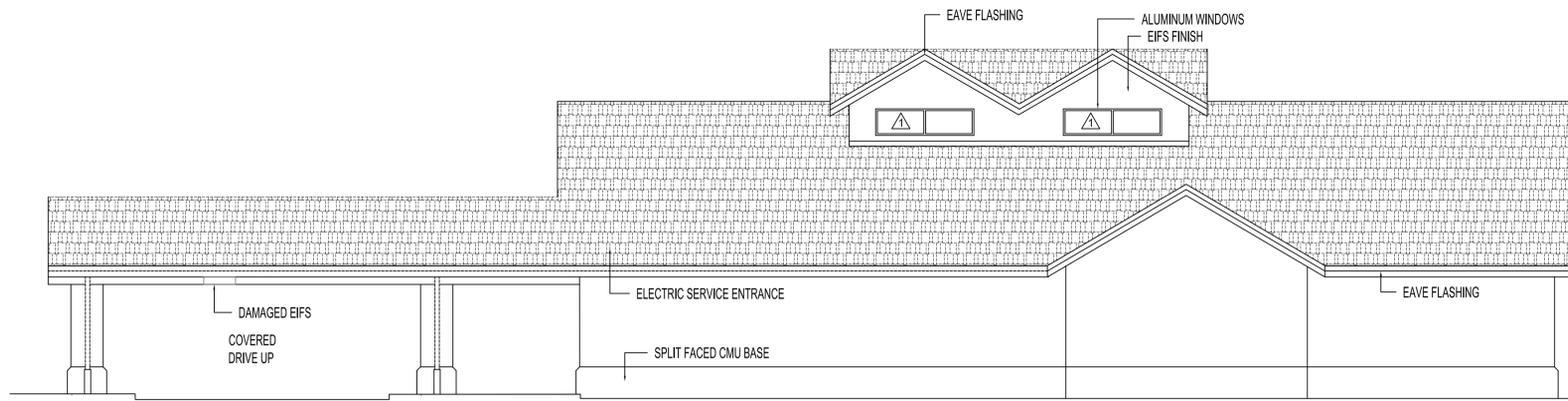
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Title: TITLE SHEET
SHEET INDEX
ABBREVIATIONS

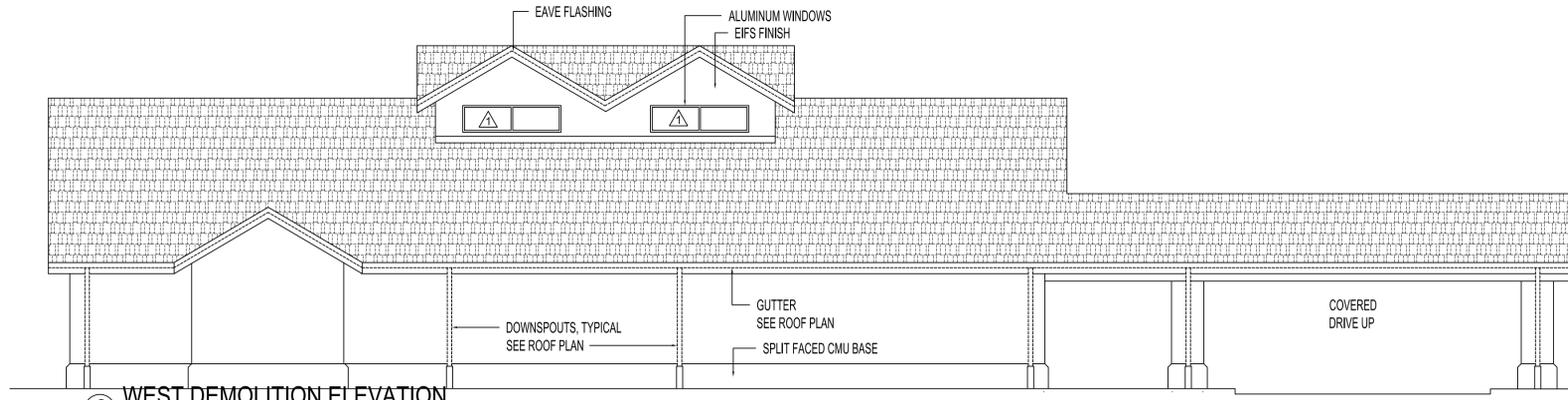
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Date: JUNE 20, 2016
Drawn By: MM
Checked By: DA
Approved By: DA

Dwg. No. T-1

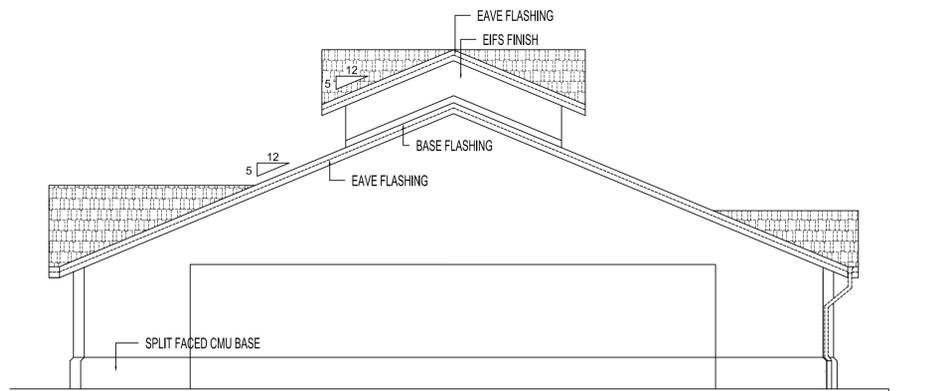
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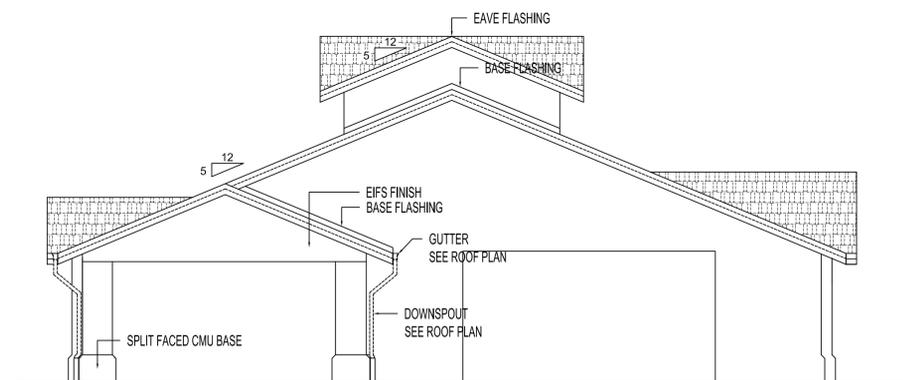
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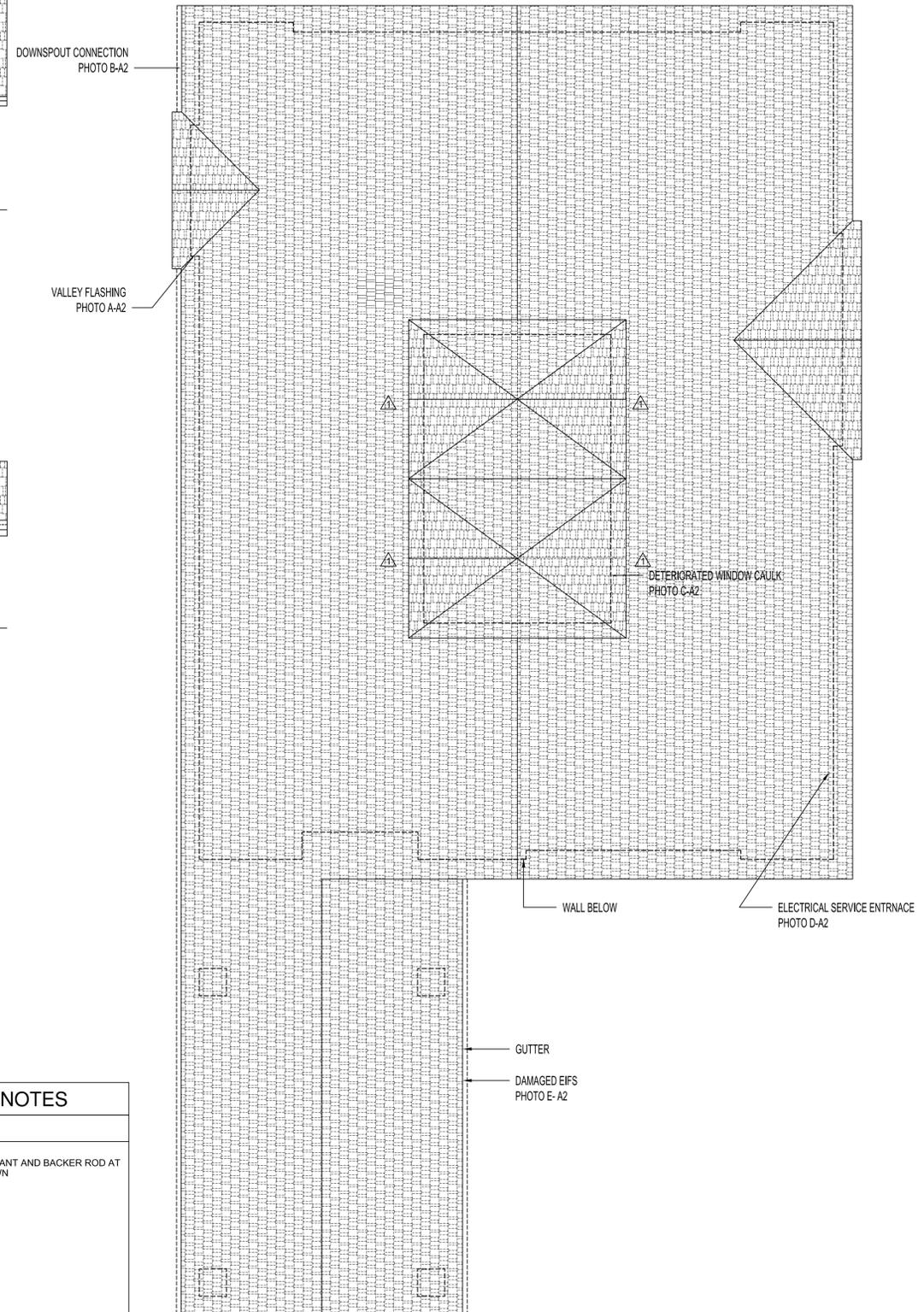
2 WEST DEMOLITION ELEVATION
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3 NORTH DEMOLITION ELEVATION
SCALE: 1/8" = 1'-0"



4 SOUTH DEMOLITION ELEVATION
SCALE: 1/8" = 1'-0"



GENERAL DEMOLITION NOTES	DEMOLITION NOTES
TYPICAL THROUGHOUT ROOF UNLESS OTHERWISE NOTED	
⚠ REMOVE EXISTING ASPHALT SHINGLES AND UNDERLAYMENT	⚠ REMOVE EXISTING SEALANT AND BACKER ROD AT WINDOWS WHERE SHOWN
⚠ REMOVE EXISTING VALLEY FLASHING	
⚠ REMOVE EXISTING GUTTERS AND DOWNSPOUTS	
⚠ REMOVE EXISTING PERIMETER EAVE FLASHING	
⚠ PREPARE EXISTING CAST IRON DOWNSPOUTS FOR REPAINTING	
⚠ IF THE CONTRACTOR UNCOVERS ANY ROTTED WOOD, DEFECTIVE DECKING OR WATER DAMAGED ROOF INSULATION HE WILL NOTIFY THE ARCHITECT BEFORE MAKING ANY REPAIRS FOR WHICH HE WILL BE SEEKING COMPENSATION.	

DEMOLITION ROOF PLAN
SCALE: 1/8" = 1'-0"

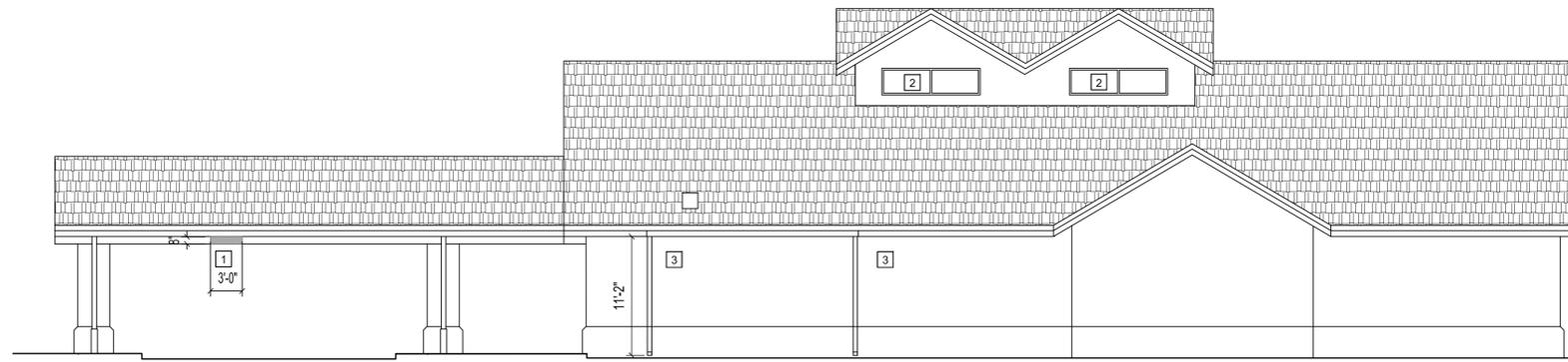
REVISIONS		
No.	Description	Date

Title:
DEMOLITION PLAN
& ELEVATIONS

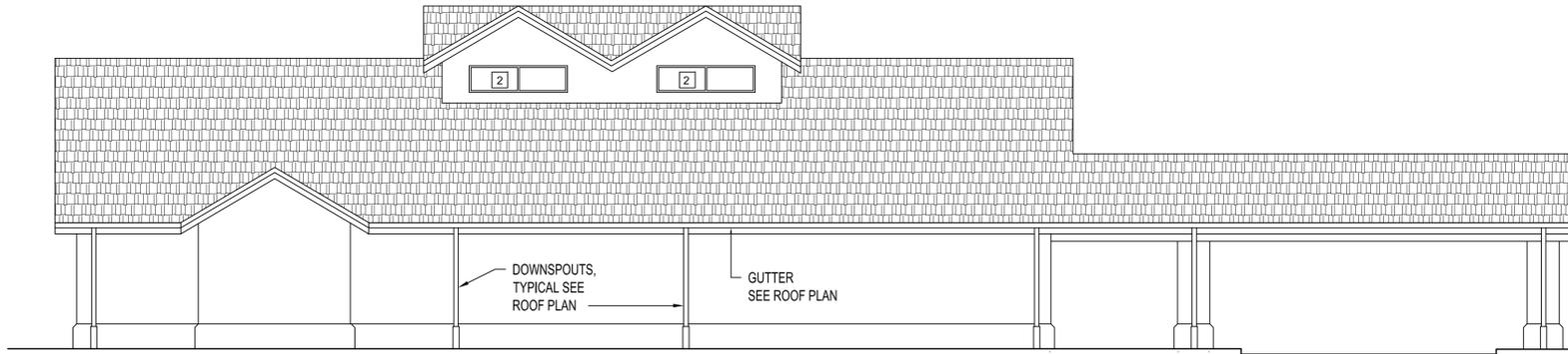
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Drawn By: MM
Checked By: DA
Approved By: DA

Dwg. No. D-1

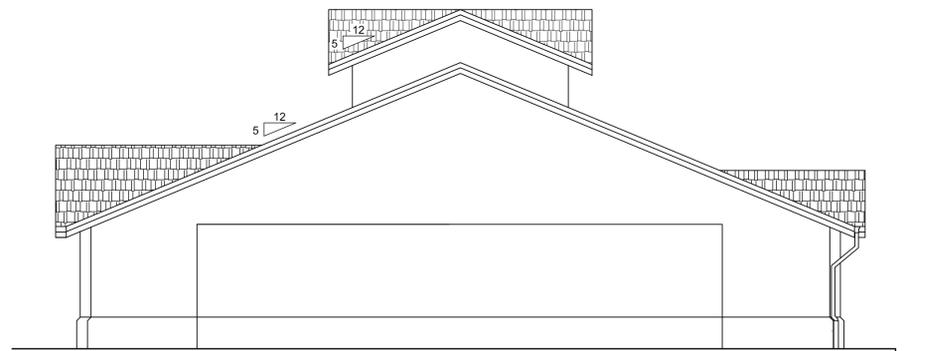
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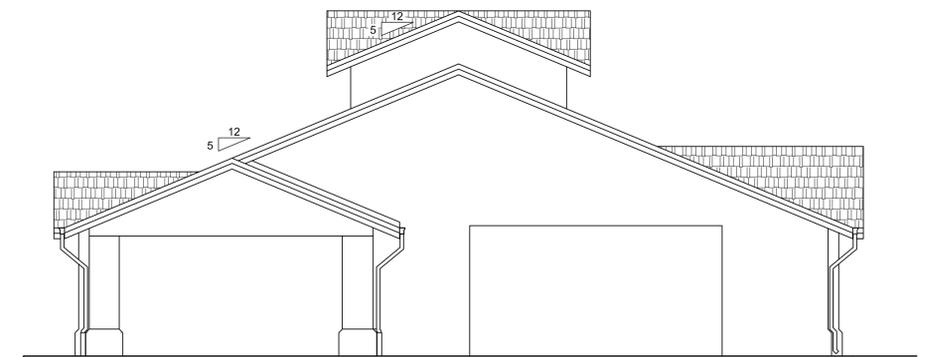
1 EAST ELEVATION
SCALE: 1/8" = 1'-0"



2 WEST ELEVATION
SCALE: 1/8" = 1'-0"

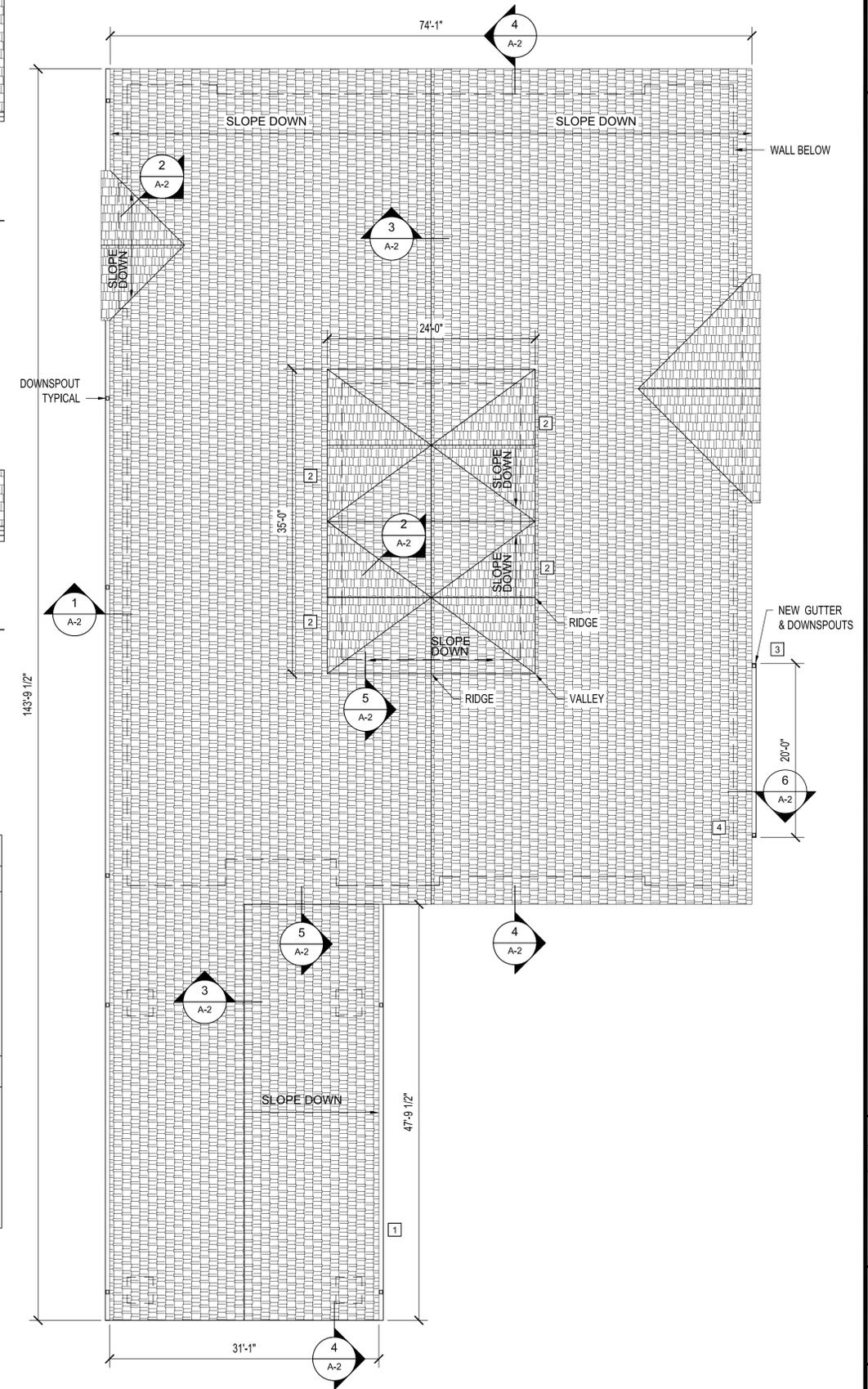


3 NORTH ELEVATION
SCALE: 1/8" = 1'-0"



4 SOUTH ELEVATION
SCALE: 1/8" = 1'-0"

GENERAL NEW WORK NOTES	
TYPICAL THROUGHOUT ROOF UNLESS OTHERWISE NOTED	
A	PROVIDE AND INSTALL ARCHITECTURAL SHINGLES OVER PEEL & STICK MEMBRANE OVER EXISTING PLYWOOD ROOF DECK.
B	PROVIDE AND INSTALL PREFINISHED .040 ALUMINUM GUTTER.
C	PROVIDE AND INSTALL PREFINISHED .040 ALUMINUM DOWN SPOUTS.
D	PROVIDE AND INSTALL LACED VALLEY SHINGLES OVER .032 VALLEY FLASHING OVER 2 LAYERS OF PEEL & STICK MEMBRANE.
E	PROVIDE AND INSTALL PREFINISHED .032 ALUMINUM EAVE FLASHING.
F	REPAINT EXISTING CAST IRON DOWNSPOUT BOOTS
NEW WORK NOTES	
1	REPAIR EXISTING DAMAGED EIFS. REPLACE DAMAGED FOAM BACKING, MESH, AND FINISH. MATCH ADJACENT FINISH AND COLOR.
2	RECAULK EXISTING ALUMINUM WINDOWS WHERE SHOWN.
3	PROVIDE AND INSTALL PREFINISHED .040 4"X5" ALUMINUM GUTTER AND DOWNSPOUT AND CONCRETE SPLASH BLOCK.
4	RE-FLASH EXISTING ELECTRIC SERVICE ENTRANCE (WEATHER HEAD)



EXISTING ROOF PLAN
SCALE: 1/8" = 1'-0"

REVISIONS		
No.	Description	Date

Title:
ROOF PLAN
& ELEVATIONS

Scale: As Noted
Date: JUNE 20, 2016
Drawn By: MM
Checked By: DA
Approved By: DA

Dwg. No.
A-1

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A VALLEY FLASHING
 SEE DETAIL 2/A-2



B DOWNSPOUT CONNECTION
 SEE DETAIL 6/A-2



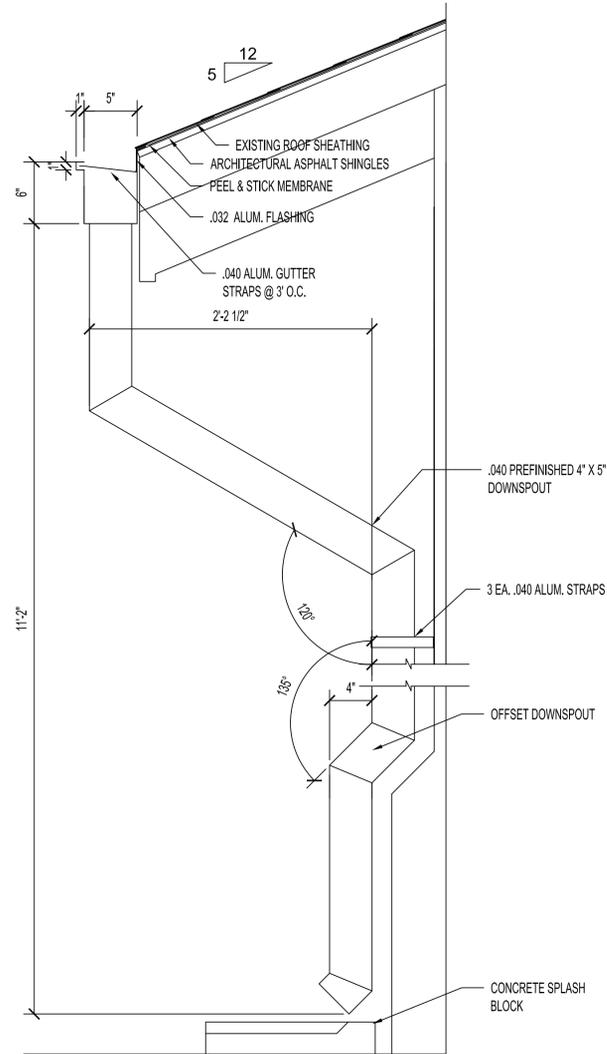
C DETERIORATED WINDOW CAULK
 SEE NOTE 2/A-1



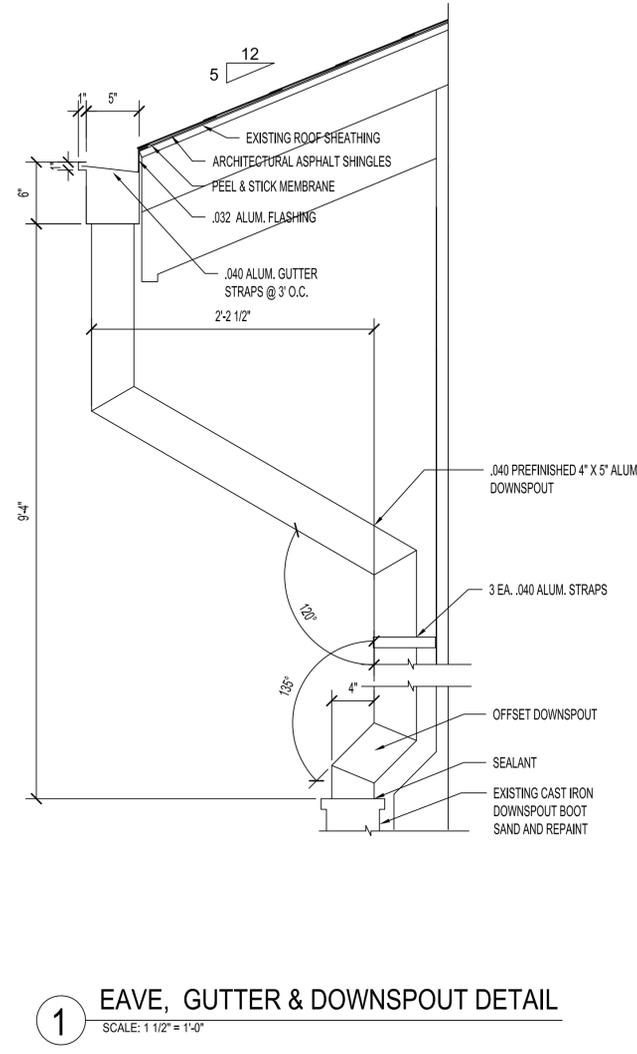
D ELECTRIC SERVICE ENTRANCE
 SEE NOTE 4/A-1



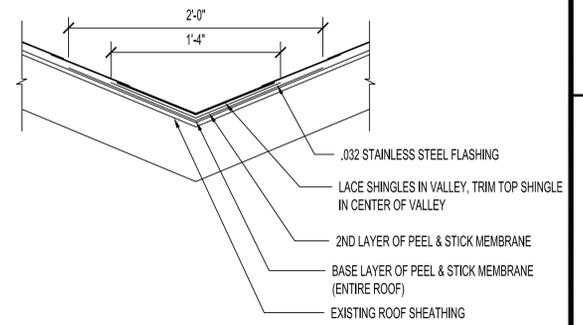
E DAMAGED EIFS & GUTTER
 SEE NOTE 1/A-1



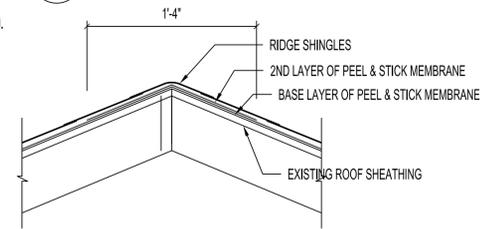
6 EAVE, GUTTER & DOWNSPOUT DETAIL
 SCALE: 1 1/2" = 1'-0"



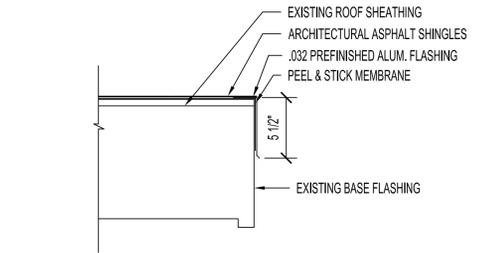
1 EAVE, GUTTER & DOWNSPOUT DETAIL
 SCALE: 1 1/2" = 1'-0"



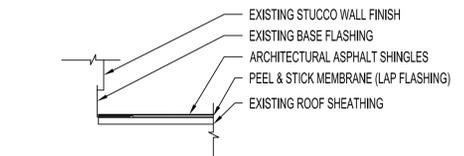
2 VALLEY DETAIL
 SCALE: 1 1/2" = 1'-0"



3 RIDGE DETAIL
 SCALE: 1 1/2" = 1'-0"



4 EAVE DETAIL
 SCALE: 1 1/2" = 1'-0"



5 ROOF TO WALL DETAIL
 SCALE: 1 1/2" = 1'-0"

REVISIONS

No.	Description	Date

Title:
ROOF DETAILS & PHOTOS

Scale: As Noted
 Date: JUNE 20, 2016
 Drawn By: MM
 Checked By: DA
 Approved By: DA

Dwg. No. **A-2**



SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

DAVID KING
Procurement Officer
davidk@santarosa.fl.gov

6495 Caroline Street, Suite J | Milton, Florida 32570

TO: Plan-holders
FROM: Dave King
Procurement Officer
DATE: August 10, 2016
REF: ADDENDUM #1 to RFP #16-058 Navarre Library ReRoofing

PROJECT ADDENDUM #1

This addendum is issued for the purpose of modifying and/or clarifying the original plans and specifications and is to be construed as being therein.

Item 1: Specification Section 07310 ASPHALT SHINGLES

GAF Slateline Lifetime Designer shingles shall be accepted as an equal and shall be in compliance with all provisions of Specification Section 07310.

This Addendum Number 1 is furnished to all known prospective Proposers. Please sign and return one copy of this Addendum, with original signature, with your proposal as an acknowledgement of your having received same. You may photocopy for your records.

SIGNED: _____

COMPANY: _____

Page 1 of 1

End of ADDENDUM #1.



SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

DAVID KING
Procurement Officer
davidk@santarosa.fl.gov

6495 Caroline Street, Suite J | Milton, Florida 32570

TO: Plan-holders
FROM: Dave King
Procurement Officer
DATE: August 22, 2016
REF: ADDENDUM #2 to RFP #16-057 Navarre Library ReRoofing

PROJECT ADDENDUM #2

This addendum is issued for the purpose of modifying and/or clarifying the original plans and specifications and is to be construed as being therein.

DRAWINGS:

Item 1: Sheet A-1 ROOF PLAN AND ELEVATIONS
New Work Notes – Delete item 1

SPECIFICATIONS:

Item 1: Section 01740 WARRANTIES
Section 1.03 Warranty Requirements – Add the following “The period of warranty for the project is one year from the date of Substantial Completion unless otherwise required in specifications for specific products.”

This Addendum is furnished to all known prospective Proposers. Please sign and return one copy of this Addendum, with original signature, with your proposal as an acknowledgement of your having received same. You may photocopy for your records.

Sincerely,


Dave King
Procurement Officer

SIGNED: _____

COMPANY: _____

End of ADDENDUM #2