

## **Project Manual**

for

Bountiful 7, 15 Bountiful Utah South Stake 1250 South Main Street Bountiful, Utah 84010

for

## The Church of Jesus Christ of Latter-Day Saints

March 2019

McNeil Engineering 8610 South Sandy Parkway, Suite 200 Sandy, Utah 84070 Office: (801) 255-7700 Fax: (801) 255-8071 info@mcneileng.com www.mcneileng.com

# INTRODUCTORY INFORMATION

# TABLE of CONTENTS

## PROCUREMENT AND CONTRACTING REQUIREMENTS GROUP

## INTRODUCTORY INFORMATION

TABLE OF CONTENTS

## DIVISION 00: PROCUREMENT AND CONTRACTING REQUIREMENTS

## PROCUREMENT REQUIREMENTS SUBGROUP

#### 00 1000 SOLICITATION

INVITATION TO BID

## 00 2000 INSTRUCTIONS FOR PROCUREMENT

INSTRUCTIONS TO BIDDERS

#### 00 3000 AVAILABLE INFORMATION

INFORMATION AVAILABLE TO BIDDERS GEOTECHNICAL DATA

#### 004000 PROCUREMENT FORMS AND SUPPLEMENTS

SUBCONTRACTORS AND MAJOR MATERIALS SUPPLIERS LIST EQUAL PRODUCT APPROVAL REQUEST FORM BID FORM CONSTRUCTION MATERIAL ASBESTOS STATEMENT

## CONTRACTING REQUIREMENTS SUBGROUP

#### 00 5000 CONTRACTING FORMS AND SUPPLEMENTST

SAMPLE AGREEMENT BETWEEN OWNER AND CONTRACTOR

#### 00 6000 CONDITIONS OF THE CONTRACT

GENERAL CONDITIONS FOR A FIXED SUM (US) SUPPLEMENTARY CONDITIONS

## SPECIFICATIONS GROUP

## **GENERAL REQUIREMENTS SUBGROUP**

## DIVISION 01: GENERAL REQUIREMENTS

### 01 1000 SUMMARY

- 01 1100 SUMMARY OF WORK
- 01 1200 MULTIPLE CONTRACT SUMMARY
- 01 1400 WORK RESTRICTIONS

## 01 2000 PRICE AND PAYMENT PROCEDURES

- 01 2200 UNIT PRICES
- 01 2900 PAYMENT PROCEDURES

#### 01 3000 ADMINISTRATIVE REQUIREMENTS

- 01 3100 PROJECT MANAGEMENT AND COORDINATION
- 01 3200 CONSTRUCTION PROGRESS DOCUMENTATION
- 01 3300 SUBMITTAL PROCEDURES

#### 01 4000 QUALITY REQUIREMENTS

- 01 4200 REFERENCES
- 01 4301 QUALITY ASSURANCE QUALIFICATIONS
- 01 4523 TESTING AND INSPECTING SERVICES

#### 01 5000 TEMPORARY FACILITIES AND CONTROLS

01 5200 CONSTRUCTION FACILITIES

#### 01 6000 PRODUCT REQUIREMENTS

- 01 6100 COMMON PRODUCT REQUIREMENTS
- 01 6200 PRODUCT OPTIONS
- 01 6600 PRODUCT DELIVERY, STORAGE, AND HANDLING REQUIREMENTS

#### 01 7000 EXECUTION AND CLOSEOUT REQUIREMENTS

- 017300 EXECUTION
- 01 7400 CLEANING AND WASTE MANAGEMENT
- 01 7700 CLOSEOUT PROCEDURES
- 01 7800 CLOSEOUT SUBMITTALS

## FACILITY CONSTRUCTION SUBGROUP

## DIVISION 03: CONCRETE

#### 03 1000 CONCRETE FORMING AND ACCESSORIES

03 1511 CONCRETE ANCHORS AND INSERTS

## DIVISION 05: METALS

### 050500 COMMON WORK RESULTS OF METALS

05 0523 METAL FASTENINGS

### 051000 STRUCTURAL METAL FRAMING

05 1200 STRUCTURAL STEEL FRAMING

## DIVISION 06: WOOD, PLASTICS, AND COMPOSITES

#### 06 1000 ROUGH CARPENTRY

- 06 1011 WOOD FASTENINGS
- 06 1100 WOOD FRAMING
- 06 1636 WOOD PANEL PRODUCT SHEATHING
- 06 1712 STRUCTURAL COMPOSITE LUMBER: SCL

## DIVISION 07: THERMAL AND MOISTURE PROTECTION

### 07 3000 STEEP SLOPE ROOFING

07 3113 ASPHALT SHINGLES

#### 07 5000 MEMBRANE ROOFING

07 5419 POLYVINYL-CHLORIDE ROOFING: PVC

### 076000 FLASHING AND SHEET METAL

07 6210 GALVANIZED STEEL FLASHING AND TRIM

- 07 6310 STEEP SLOPE ROOF FLASHING ASPHALT TILE
- 07 6322 STEEL FASCIA

## 077000 ROOF AND WALL SPECIALTIES AND ACCESSORIES

07 7123 MANUFACTURED GUTTERS AND DOWNSPOUTS

07 7226 RIDGE VENTS

### 079000 JOINT PROTECTION

07 9213 ELASTOMERIC JOINT SEALANTS

## DIVISION 09: FINISHES

#### 09 9000 PAINTS AND COATINGS

09 9001 COMMON PAINTING AND COATING REQUIREMENTS 09 9113 EXTERIOR PAINTED GALVANIZED METAL

## FACILITY SERVICES SUBGROUP

## DIVISION 26: ELECTRICAL

## 26 0500 COMMON WORK RESULTS FOR ELECTRICAL

26 0501 COMMON ELECTRICAL REQUIREMENTS 26 0520 HEATING CABLES

END OF TABLE OF CONTENTS

# **BIDDING REQUIREMENTS**

FIXED SUM PROJECT (U.S.)

## 1. GENERAL CONTRACTORS INVITED TO BID THE PROJECT:

City Creek Construction Painter Building R Ray Ward Construction Ram Construction Saunders Construction

## 2. PROJECT:

Bountiful 7, 15 Bountiful Utah South Stake

## 3. LOCATION:

1250 South Main Street Bountiful, Utah 84010

## 4. OWNER:

Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole c/o Utah North PM Office PO Box 13328 Ogden, Utah 84412-3328

## 5. CONSULTANT:

McNeil Group Inc. 8610 South Sandy Parkway, Suite 200 Sandy, Utah 84070

## 6. DESCRIPTION OF PROJECT:

- A. Roof / Seismic
- B. Products or systems may be provided under a Value Managed Relationship (VMR) the Owner has negotiated with the supplier. VMR products and systems are indicated as such in the Specifications.
- 7. TYPE OF BID: Bids will be on a lump-sum basis. Segregated bids will not be accepted.
- 8. **TIME OF SUBSTANTIAL COMPLETION:** The time limit for substantial completion of this work will be 120 calendar days and will be as noted in the Agreement.
- 9. BID OPENING: Sealed bids will be received at 2:00 p.m. on April 9, 2019 at Utah North PM Office 435 N Wall Ave., Ste D, Ogden to be announced. Bids will be publicly opened at 2:00 p.m. on April 9, 2019 at Utah North PM Office 435 N Wall Ave., Ste D, Ogden to be announced.

## **10. BIDDING DOCUMENTS:**

- A. Bidding Documents may be examined at the following plan room locations:
  - 1) Dodge Data and Analytics

www.construction.com Att: Sherry Roe Phone: 801-266-4209 / 800-747-5722 Fax: 801-606-7722 Email: Sherry.Roe@construction.com

- 2) Mountainlands Area Plan Room 583 West 3560 South, Suite 4 Salt Lake City, UT 84115 Att: Mike Luke Phone: 801-288-1188 Fax: 801-288-1184 Email: mike@maprutah.com
- 3)
- 4)
- B. Bidding Documents may be obtained at the Architect's office with a refundable deposit of \$25.00 per set. Deposit will be refunded if documents are returned complete and in good condition within five days of bid opening.
- **11. BID BOND:** Bid security in the amount of 5 percent (5%) of the bid will accompany each bid in accordance with the Instruction to Bidders.
- **12. BIDDER'S QUALIFICATIONS:** Bidding by the General Contractors will be by invitation only.
- **13. OWNER'S RIGHT TO REJECT BIDS:** The Owner reserves the right to reject any or all bids and to waive any irregularity therein.

END OF DOCUMENT

## 1. **DEFINITIONS**:

- A. The definitions set forth in Section 1 of the General Conditions are applicable to the documents included under Bidding Requirements.
- B. Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The proposed Contract Documents consist of the documents identified as Contract Documents in the Form of Agreement, except for Modifications. The Bidding Requirements are those documents identified as such in the proposed Project Manual.
- C. Addenda are written or graphic documents issued by the Architect prior to execution of the Contract which modify or interpret the Bidding Documents. They become part of the Contract Documents as noted in the Form of Agreement upon execution of the Contract.

## 2. BIDDER'S REPRESENTATIONS:

- A. By submitting a bid, the bidder represents that
  - 1) Bidder has carefully studied and compared the Bidding Documents with each other. Bidder understands the Bidding Documents and the bid is fully in accordance with the requirements of those documents,
  - 2) Bidder has thoroughly examined the site and any building located thereon, has become familiar with local conditions which might directly or indirectly affect the contract work, and has correlated its personal observations with the requirements of the proposed Contract Documents, and
  - 3) Bid is based on the materials, equipment, and systems required by the Bidding Documents without exception.

## 3. BIDDING DOCUMENTS:

- A. Copies
  - 1) Bidding Documents may be obtained as set forth in the Invitation to Bid.
  - 2) Partial sets of Bidding Documents will not be issued.
  - 3) Bidders will use complete sets of Bidding Documents in preparing bids and make certain that those submitting sub-bids to them have access to all portions of the documents that pertain to the work covered by sub-bid, including General Conditions, Supplementary Conditions, and Division 01. Bidder assumes full responsibility for errors or misinterpretations resulting from use of partial sets of Bidding Documents by itself or any sub-bidder.
- B. Interpretation or Correction of Bidding Documents
  - 1) Bidders will request interpretation or correction of any apparent errors, discrepancies and omissions in the Bidding Documents.
  - 2) Corrections or changes to Bidding Documents will be made by written addenda.
- C. Substitutions and Equal Products
  - 1) Generally speaking, substitutions for specified products and systems, as defined in the Uniform Commercial Code, are not acceptable. However, equal products may be approved upon compliance with Contract Document requirements.
  - 2) The terms 'Acceptable Manufacturers', 'Approved Manufacturers 'Suppliers', Installers' and 'VMR (Value Managed Relationship) Manufacturers / Suppliers / Installers' are used throughout the Project Manual to differentiate among the options available to Contractor regarding specified products, manufacturers, and suppliers. See Section 016000 for options available regarding acceptance of equal products.
  - 3) Base bid only on materials, equipment, systems, suppliers or performance qualities specified in the Bidding Documents.

- 4) Architect is only authorized to consider requests for approval of equal products to replace specified products in Sections where the heading 'Acceptable Manufacturers' is used and statement, 'Equal as approved by Architect before bidding. See Section 016000' or 'Equal as approved by Architect before installation. See Section 016000,' appears. In Sections where the afore-mentioned statements do not appear and a different heading is used, Architect is authorized as Owner's representative to decline consideration of requests for approval of equal products. Approvals of equal products in such Sections must be made by Owner and will generally be for subsequent Projects.
- D. Addenda Addenda will be sent to bidders and to locations where Bidding Documents are on file no later than one week prior to bid opening or by fax no later than 48 hours prior to bid opening.

## 4. BIDDING PROCEDURES:

- A. Form and Style of Bids
  - 1) Use Owner's Bid Form.
  - 2) Fill in all blanks on Bid Form. Signatures will be in longhand and executed by representative of bidder duly authorized to make contracts.
  - 3) Bids will bear no information other than that requested on bid form. Do not delete from or add to the information requested on the bid form.
- B. Bid Security
  - 1) Each bid will be accompanied by a bid bond naming Owner, as listed in the Agreement, as obligee. If Bidder refuses to enter into a Contract or fails to provide bonds and insurance required by the General Conditions, amount of bid security will be forfeited to Owner as liquidated damages, not as a penalty.
  - 2) Bid bond will be issued by a surety company meeting requirements of the General Conditions for surety companies providing bonds and will be submitted on AIA Document A310, Bid Bond or AIA authorized equivalent provided by surety company. The attorney-in-fact who executes the bond on behalf of the surety will affix to the bond a certified and current copy of the power of attorney.
  - 3) Owner may retain bid security of bidders to whom an award is being considered until
    - a. Contract has been executed and bonds have been furnished,
    - b. Specified time has elapsed so bids may be withdrawn, or
    - c. All bids have been rejected.
- C. Submission of Bids
  - 1) Submit bid in sealed opaque envelope containing only bid form and bid security. Envelopes will be sealed, bear bidder's name, and include the following:

## BID FOR

## \_\_\_\_\_ (Project Name) \_\_\_\_\_ \_\_\_\_\_ (number) \_\_\_\_\_

If bid is sent by mail, enclose sealed envelope in separate mailing envelope with notation 'SEALED BID ENCLOSED' on face.

- 2) It is bidder's sole responsibility to see that its bid is received at specified time. Bids received after specified bid opening time will be returned to bidders unopened.
- 3) No oral, facsimile transmitted, telegraphic, or telephonic bids, modifications, or cancellations will be considered.
- D. Modification or Withdrawal of Bid
  - 1) Bidder guarantees there will be no revisions or withdrawal of bid amount for 45 days after bid opening.
  - 2) Prior to bid opening, bidders may withdraw bid by written request or by reclaiming bid envelope.
  - 3) Prior to bid opening, bidder may mark and sign on the sealed envelope that bidder

acknowledges any or all Addenda.

## 5. CONSIDERATION OF BIDS:

- A. Opening of Bids See Invitation to Bid.
- B. Rejection of Bids Owner reserves right to reject any or all bids and to waive any irregularity therein.
- C. Acceptance of Bid
  - 1) No bidder will consider itself under contract after opening and reading of bids until Agreement between Owner and Contractor is fully executed.
  - 2) Bidder's past performance, organization, subcontractor selection, equipment, and ability to perform and complete its contract in manner and within time specified, together with amount of bid, will be elements considered in award of contract.

## 6. POST-BID INFORMATION:

A. The conditionally accepted bidder submitting a bid involving subcontractors will submit its list of proposed subcontractors in a meeting to be held immediately after bid opening.

## 7. PERFORMANCE BOND AND PAYMENT BOND:

- A. Bond Requirements Performance Bond and Labor and Material Payment bond will be required for this Project as specified in the General Conditions.
- B. Time of Delivery of Bonds Bonds will be delivered to Owner with Agreement signed by bidder.

## 8. FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR:

A. Agreement form will be "Agreement Between Owner and Contractor for a Fixed Sum (U.S.)" provided by Owner.

## 9. MISCELLANEOUS:

- A. Pre-Bid Conference
  - 1) A pre-bid conference will be held at a time and place to be announced.
- B. Liquidated Damages Conditions governing liquidated damages are specified in the General Conditions and in the Supplementary Conditions.
- C. Examination Schedule for Existing Building and Site 1)
- D. Exemption from local taxes See Supplementary Conditions

## END OF DOCUMENT

## 1. GEOTECHNICAL DATA

- A. Geotechnical Report -
  - 1) Owner has secured the services of a geotechnical engineer to aid in design of the Project. Following conditions apply
    - a) A geotechnical report has been prepared by none, referred to as the Geotechnical Engineer.
    - b) A copy of this report will be issued to each invited Contractor.
    - c) This report was obtained solely for use in design by Consultant and is not a part of the Contract Documents. It is not intended that Contractor rely on geotechnical engineer's report.
    - d) Reports are provided for Contractor's information but are not a warranty of subsurface conditions.
  - 2) Prior to bidding, Contractor may make his own subsurface investigations to satisfy himself with site and subsurface conditions.

## 2. ASBESTOS-CONTAINING MATERIAL (ACM)

- A. The building upon which work is being performed has been examined for asbestoscontaining material. The following have been identified as containing asbestos in the areas of the building being worked on as part of this Project:
  - 1) none
- B. Refer to Section , Article for requirements to be followed.

END OF DOCUMENT

## SUBCONTRACTORS AND MAJOR MATERIALS SUPPLIERS LIST

| Project Name:       | Date:       |
|---------------------|-------------|
| Stake:              | Project No: |
| General Contractor: |             |

General Contractor is to provide the names of the following subcontractors and suppliers to the Owner's Project Manager immediately following the bid opening:

## VMR SUBCONTRACTORS

| Roofing                      |
|------------------------------|
| Doors, Frames & Hardware     |
| Storefronts                  |
| Wood Flooring                |
| Other                        |
| Other                        |
| SUBCONTRACTORS AND SUPPLIERS |
| Grading / Site work          |
| Site Utilities               |
| Demolition                   |
| Paving                       |
| Termite Control              |
| Site Concrete                |
| Fencing                      |
| Irrigation System            |
| Landscaping                  |
| Building Concrete            |

| Masonry           |
|-------------------|
| Structural Steel  |
| Framing           |
| Trusses           |
| Insulation        |
| EIFS              |
| Soffit / Fascia   |
| Steeple           |
| Millwork          |
| Drywall           |
| Ceramic Tile      |
| Acoustical Tile   |
| Painting          |
| Wall Coverings    |
| Elevators / Lifts |
| Draperies         |
| Fire Sprinklers   |
| Plumbing          |
| HVAC              |
| Electrical        |
| Controls          |
| Sound / Satellite |

# EQUAL PRODUCT APPROVAL REQUEST FORM (U.S.)

| Project Name: | Request Number: |
|---------------|-----------------|
| TO:           |                 |
| FROM:         |                 |
| BID DATE:     |                 |

A proposed product is not legally approved and cannot legally be included in a bid or used in the Work until it appears in an Addendum or other Contract Modification as defined in the General Conditions. See Instructions To Bidders Paragraph 3.C, General Conditions, and Section 016000.

## PROPOSED EQUAL PRODUCT:

Specification Section: \_\_\_\_\_\_\_
Specified Products: \_\_\_\_\_\_

Proposed Product:

The Undersigned certifies:

- 1. Proposed equal product has been fully investigated and determined to be equal or superior in all respects to specified products.
- 2. Same warranty will be furnished for proposed equal product as for specified products.
- 3. Same maintenance service and source of replacement parts, as applicable, is available.
- 4. Proposed equal product will have no adverse effect on other trades and will not affect or delay progress schedule.
- 5. Proposed equal product does not affect dimensions and functional clearances.

## ATTACHMENTS:

Include the following attachments -

- 1. Copy of the Project Manual Section where the proposed equal product would be specified, rewritten or red-lined to include any changes necessary to correctly specify the proposed equal product. Identify completely changes necessary to the original Project Manual Section.
- Copies of details, elevations, cross-sections, and other elements of the Project Drawings redone as necessary to show changes necessary to accommodate proposed equal product. Identify completely the changes from the original Drawings.
- 3. Complete product literature and technical data, installation and maintenance instructions, test results, and other information required to show complete conformance with requirements of the Contract Documents.

| SIGNED: |                       |       |
|---------|-----------------------|-------|
|         | Printed Name          |       |
|         | Company               |       |
|         | Address               |       |
|         | City, State, Zip Code |       |
|         | Telephone             | _ Fax |

## **REVIEW COMMENTS:**

- \_\_\_\_\_ Accepted. See Addenda Number \_\_\_\_\_.
- \_\_\_\_\_ Submission not in compliance with instructions. Respond to attached comments and resubmit.
- Proposed equal product not acceptable. Use specified products.
- \_\_\_\_\_ Not Reviewed. Submission received too late. Use specified products.

**ADDITIONAL COMMENTS:** 

# **BID FORM**

FOR GENERAL CONTRACT WORK (U.S.)

#### **PROJECT IDENTIFICATION:**

5115876-19010101 Bountiful 7, 15

#### OWNER:

Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-day Saints, a Utah corporation sole ("Owner")

#### **ARCHITECT:**

McNeil Group Inc.

## <u>BID</u>

1. In submitting this Bid, Bidder represents that:

- a. If this Bid is accepted, Bidder will enter into an agreement with Owner to perform and furnish the Work described in the Bidding Documents for the Bid Price and within the Time of Substantial Completion indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
- Bidder has carefully examined Set(s) Number \_\_\_\_\_ of the Bidding Documents consisting of the Project Manual containing the Bidding Requirements, the Conditions of the Contract, and the Specifications, entitled \_\_\_\_\_\_, the Drawings entitled \_\_\_\_\_\_ and dated \_\_\_\_\_\_, and including sheets numbered \_\_\_\_\_\_, and

addenda numbers \_

- c. Bidder has examined the site of the work, existing conditions, and all other conditions affecting the work on the above-named Project.
- d. Bidder has carefully correlated the information known to Bidder and information and observations obtained from visits to the site with the Bidding Documents.
- e. Bidder is familiar with federal, State, and local laws and regulations applicable to Project.
- f. Bidder guarantees there will be no revisions or withdrawal of bid amount for forty-five (45) days after the bid opening.
- Bidder hereby proposes to furnish all materials, labor, equipment, tools, transportations, services, licenses, fees, permits, etc., required by said documents to complete the Work described by the Contract Documents for the lump-sum of: \_\_\_\_\_\_ Dollars (\$ \_\_\_\_\_\_).
- 3. Bidder agrees to achieve substantial completion of the Work within the number of days indicated in the Invitation to Bid.
- 4. Enclosed is a Bid Bond for not less than five percent (5%) of the bid.

RESPECTFULLY SUBMITTED:

| Signature                 |     |  |
|---------------------------|-----|--|
| Printed name              |     |  |
| Title                     |     |  |
| Company name              |     |  |
| Business Address          |     |  |
| City, State, and Zip Code |     |  |
| Telephone                 | Fax |  |

Bidding Requirements for a Fixed Sum US 180330

Date

License No.

## **CONSTRUCTION MATERIAL ASBESTOS STATEMENT (U.S.)**

## PROJECTS FOR: CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS

| Building Name:      | Bountiful 7, 15  |
|---------------------|--|
| Building Plan Type: | Stevens  |
| Building Address:   | 1250 South Main Street, Ogden UT 84010   |
|                     | Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole. |
| Project Number:     | 5115876-19010101   |
| Completion Date:    |  |

As PROJECT CONSULTANT and principal in charge; based on my best knowledge, information, inspection, and belief; I certify that on the above referenced Project, no asbestos-containing building materials were specified in the construction documents or given approval in shop drawings or submittals.

| Project Consultant and Principal in Charge | (signature) |
|--|-------------|

Date

McNeil Group Inc. Company Name

As GENERAL CONTRACTOR in charge of construction; based on my best knowledge, information, inspection, and belief; I affirm that on the above-referenced Project, no asbestos-containing building materials were used in the construction.

General Contractor (signature)

Date

Company Name

## AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR A FIXED SUM (U.S.)

Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole, ("Owner") and \_\_\_\_\_ ("Contractor") hereby enter into this *Agreement Between Owner and Contractor for a Fixed Sum (U.S.)* ("Agreement") and agree as follows:

## 1. Property/Project.

Property/Project Number: Property Address ("Project Site"): Project Type: Project Name ("Project"): Stake Name:

2. <u>Scope of the Work.</u> Contractor will furnish all labor, materials, equipment, construction, and services necessary to complete the Work in accordance with the Contract Documents.

## 3. Contract Documents.

- a. The Contract Documents consist of:
  - 1) This Agreement;
  - The General Conditions for a Fixed Sum (U.S.), the Supplementary Conditions for a Fixed Sum (U.S.), and the Specifications (Divisions 01 through 49) contained in the Project Manual entitled \_\_\_\_\_, dated \_\_\_\_\_ and prepared by \_\_\_\_\_ ("Architect");
  - 3) The Drawings prepared by Architect entitled \_\_\_\_\_, sheet numbers \_\_\_\_\_, dated \_\_\_\_\_;
  - 4) Addendum No. dated ; and
  - 5) All Modifications to the Contract Documents.
- b. The Contract Documents are incorporated into this Agreement by reference as if fully set forth herein.
- c. The definitions set forth in the General Conditions for a Fixed Sum (U.S.) will apply to the Contract Documents.
- d. The Contract Documents contain the entire and integrated agreement between the parties hereto and supersede all prior negotiations, representations, or agreements, either written or oral.
- e. Modifications or other amendments to the Contract Documents must be in writing and as provided in the General Conditions for a Fixed Sum (U.S.).

## 4. <u>Time of Commencement and Substantial Completion.</u>

- a. Contractor will commence the Work on the date for commencement set forth in the Written Notice to proceed from Owner to Contractor.
- b. Contractor will achieve Substantial Completion and have the Work ready for Owner's inspection no later than \_\_\_\_\_ (\_\_\_\_) days from the date of commencement set forth in the Written Notice to proceed from Owner to Contractor, as adjusted in accordance with the Contract Documents.
- c. Time is of the essence.

## 5. Contract Sum.

- a. Owner will pay Contractor for performance of Contractor's obligations under the Contract Documents the Contract Sum in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_), subject to additions and deductions as provided in the Contract Documents.
- b. Owner will make payments to Contractor in accordance with the Contract Documents.
- 6. <u>Independent Contractor Relationship.</u> Contractor is an independent contractor and is not the agent or employee of Owner.
- 7. <u>Assignment.</u> Neither party to this Agreement will assign any right or obligation hereunder without the prior written consent of the other, which consent may be granted or withheld in such party's absolute discretion. Contractor will not assign moneys due or to become due to Contractor hereunder, nor will Contractor pledge the credit of Owner or bind Owner to any third party.
- 8. <u>Notice.</u> The parties designate the addresses, facsimile numbers, and email addresses as set forth in the signature blocks below to be used for sending Written Notice to the other party:

9. <u>Effective Date.</u> The effective date of this Agreement is the date indicated by the Owner's signature.

| OWNER:   | CONTRACTOR:       |
|--|-------------------|
| Corporation of the Presiding Bishop of<br>The Church of Jesus Christ of Latter-day Saints,<br>a Utah corporation sole. | (company)         |
| Signature:   | Signature:        |
| Print Name:  | Print Name:       |
| Title:   | Title:            |
| Address:   | Address:          |
| Telephone No:  | Telephone No:     |
| Facsimile No:  | Facsimile No:     |
| Email:   | Email:            |
| Effective Date:  | Fed. I.D. or SSN: |
|  | License No:       |
| Reviewed By:   | Date Signed:      |
| samp   |                   |

Owner requires Contractor to submit the following breakdown of costs, including Contractor overhead and profit. This is to be included in base bid. If any of these units are not used, they will be credited back to the owner at the end of the project.

## PLYWOOD REPLACEMENT:

Scope of this breakdown shall include cost of removal and installation of 400 sq. ft. of plywood decking.

\$\_\_\_\_\_ per SQ. FT.

# GENERAL CONDITIONS For a Fixed Sum (U.S.)

## TABLE OF CONTENTS

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

## **SECTION 1 - GENERAL PROVISIONS**

#### 1.1 DEFINITIONS

- A. Adverse Weather: weather conditions that are seasonally abnormal and could not have been reasonably anticipated.
- B. <u>Agreement:</u> the document entitled "Agreement Between Owner and Contractor for a Fixed Sum (U.S.), executed by Owner and Contractor for performance of the Work.
- C. Architect: the entity identified as such in the Agreement.
- D. <u>Change In The Work:</u> a modification to the requirements of the Contract Documents or a delay in Substantial Completion resulting from an instruction from Owner or Architect to Contractor or from another event or circumstance.
- E. <u>Change Order:</u> a written instrument prepared by Architect and signed by Owner, Contractor, and Architect stating their agreement upon the following: (1) the occurrence of a Change in the Work; (2) the amount of the adjustment, if any, in the Contract Sum as a result of the Change in the Work; and (3) the extent of the adjustment, if any, in the Contract Time as a result of the Change in the Work.
- F. <u>Construction Change Directive</u>: a written order prepared by Architect and signed by Architect and Owner which: (1) orders a Change in the Work if the terms of a Change Order cannot be agreed upon prior to performance of a Change in the Work described in Section 7.1 or after occurrence of an event or circumstance described in Section 7.2; and (2) states a proposed basis for adjustment, if any, in the Contract Sum, the Contract Time, or both, resulting from the Change in the Work.
- G. Contract Documents: the documents identified as such in the Agreement.
- H. Contract Sum: the total amount set forth in the Agreement payable by Owner to Contractor for performance of the Work.
- I. <u>Contract Time:</u> the period of time set forth in the Agreement for the Substantial Completion of the Work.
- J. Contractor: the entity identified as such in the Agreement.
- K. Day: calendar day unless otherwise specifically defined.
- L. <u>Direct Costs:</u> actual costs for labor, materials, equipment, insurance, bonds, subcontract costs and onsite supervision relating to the Project. They do not include labor costs for project managers or other off-site administration.
- M. Drawings: the documents identified as such in the Agreement.
- N. <u>Field Change:</u> a written order prepared by Architect and signed by Architect and Contractor for a minor Change in the Work consistent with the general intent of the Contract Documents costing \$1,000 or less, resulting in no time extension, and which is necessary to avoid delaying the Work.
- O. Modification: a written amendment to the Contract Documents in the form of a:
  - 1. Change Order;
  - 2. Construction Change Directive; or
  - 3. Field Change.
- P. Owner: the entity identified as such in the Agreement.
- Q. <u>Project:</u> the total construction designed by Architect of which the Work performed under the Contract Documents may be the whole or a part.

- R. <u>Product Data</u>: standard illustrations, schedules, performance charts, instructions, brochures, diagrams, and other information furnished by Contractor to illustrate details regarding materials or equipment to be used in the Work, or the manner of installation, operation, or maintenance of such materials or equipment.
- S. Project Manual: the document identified as such in the Agreement.
- T. <u>Samples And Mock-ups:</u> physical examples that illustrate materials, equipment, or workmanship and establish standards by which the Work will be judged.
- U. <u>Shop Drawings:</u> drawings, diagrams, illustrations, schedules, performance charts, fabrication and installation drawings, setting diagrams, patterns, templates, and other data which illustrate some portion of the Work and confirm dimensions and conformance to the Contract Documents specially prepared by Contractor or any Subcontractor, manufacturer, supplier, or distributor.
- V. Specifications: the documents identified as such in the Agreement.
- W. <u>Subcontractor</u>: any entity supplying labor, materials, equipment, construction or services for the Work under separate contract with Contractor or any other Subcontractor.
- X, <u>Submittals:</u> Shop Drawings, Product Data, Samples and Mock-ups and any other documents or items furnished by Contractor or its Subcontractors to Owner or Architect to demonstrate how any portion of the Work will be accomplished or the type of materials or products that will be used in the Work.
- Y. <u>Substantial Completion</u>: Completion of the Work to a point where Owner can use the Work for its intended purposes. The date of Substantial Completion is the date certified as such by Architect in accordance with the Contract Documents.
- Z. <u>Work:</u> all labor, materials, equipment, construction, and services required by the Contract Documents.
- AA. <u>Written Notice</u>: notice in writing given from one party to the other at the addresses or facsimile numbers listed in the Agreement, or at such other addresses or facsimile numbers as the parties will designate from time to time by Written Notice, and will be effective at the earliest of:
  - 1. The date of personal delivery to the other party with signed acknowledgment of receipt; or
  - 2. The date sent by facsimile transmission to the other party provided receipt of the facsimile is verified by an electronic confirmation report by the party sending the facsimile transmission and further provided that a confirmation copy is sent to the other party by courier or by registered or certified mail within twenty-four (24) hours after the time and date of the facsimile transmission; or
  - 3. The date of receipt by the other party as stated on the return receipt if sent by registered or certified mail, or by courier.

#### 1.2 CORRELATION AND INTENT OF CONTRACT DOCUMENTS

- A. The intent of the Contract Documents is to require Contractor to provide all labor, materials, equipment, construction, and services necessary for the proper execution and completion of the Work. The Contract Documents are complementary and what is required by any one will be as binding as if required by all. Contractor will perform the Work in accordance with the requirements expressly set forth in or reasonably inferable from the Contract Documents.
- B. The organization of the Contract Documents is not intended to control Contractor in dividing the Work among Subcontractors or to establish the extent of the Work to be performed by any trade.
- C. Words used in the Contract Documents that have well known technical or trade meanings are used therein in accordance with such recognized meanings.
- D. In the interest of brevity, the Contract Documents may 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.

#### 1.3 OWNERSHIP AND USE OF CONTRACT DOCUMENTS

The Drawings, the Project Manual, and copies thereof are the property of Owner. Contractor will not use these documents on any other project. Contractor may retain one copy of the Drawings and the Project Manual as a contract record set and will return or destroy all remaining copies following final completion of the Work.

#### 1.4 PUBLIC STATEMENTS REGARDING PROJECT

Contractor will not make any statements or provide any information to the media about the Project without the prior written consent of Owner. If Contractor receives any requests for information from media, Contractor will refer such requests to Owner.

## 1.5 OWNERSHIP AND USE OF RENDERINGS AND PHOTOGRAPHS

Renderings representing the Work are the property of Owner. All photographs of the Work, whether taken during performance of the Work or at completion, are the property of the Owner. The Owner reserves all rights including copyrights to renderings and photographs of the Work. No renderings or photographs shall be used or distributed without written consent of the Owner

#### 1.6 NO COMMERCIAL USE OF TRANSACTION OR RELATIONSHIP

Without the prior written consent of Owner, which Owner may grant or withhold in its sole discretion, neither Contractor nor Contractor's affiliates, officers, directors, agents, representatives, shareholders, members, Subcontractors, Sub-subcontractors or employees shall make any private commercial use of their relationship to Owner or the Project, including, without limitation:

- A. By referring to this Agreement, Owner, or the Project verbally or in any sales, marketing or other literature, letters, client lists, press releases, brochures or other written materials except as may be necessary for Contractor to perform Contractor's obligations under the terms of this Agreement;
- B. By using or allowing the use of any photographs of the Project or any part thereof, or of any service marks, trademarks or trade names or other intellectual property now or which may hereafter be associated with, owned by or licensed by Owner in connection with any service or product; or
- C. By contracting with or receiving money or anything of value from any person or commercial entity to facilitate such person or entity obtaining any type of commercial identification, advertising or visibility in connection with the Project.

Notwithstanding the foregoing, Contractor may include a reference to Owner and the services and equipment provided under this Agreement in a professional résumé or other similar listing of Contractor's references without seeking Owner's written consent in each instance; provided, that such reference to Owner, the services and equipment is included with at least several other similar references and is given no more prominence than such other references.

#### 1.7 CONFIDENTIALITY / PROPERTY RIGHTS

- A. Owner will retain ownership and intellectual property rights in all plans, designs, drawings, documents, concepts, and materials provided by or on behalf of Owner to Contractor and to all work products of Contractor for or relative to Work performed under this Agreement, such products, services, and Work of Contractor constituting works made for hire. Contractor will not reuse any portions of such items provided by Owner or developed by Contractor for Owner pursuant to this Agreement, or disclose any such items to any third party without the prior written consent of Owner. Owner may withhold its consent in its' absolute discretion.
- B. In addition, Contractor shall ensure that Contractor, Subcontractors, and the employees, agents and representatives of Contractor and its Subcontractors maintain in strict confidence, and shall use and disclose only as authorized by Owner all Confidential Information of Owner that Contractor receives in connection with the performance of this Agreement. Notwithstanding the foregoing, Contractor may use and disclose any information to the extent required by an order of any court or governmental authority, but only after it has notified Owner and Owner has had an opportunity to obtain reasonable protection for such information in connection with such disclosure. For purposes of this Agreement, "Confidential Information" means:
  - 1. The name or address of any affiliate, customer or contractor of Owner or any information concerning the transactions of any such person with Owner;
  - 2. Any information relating to contracts, agreements, business plans, budgets or other financial information of Owner to the extent such information has not been made available to the public by the Owner; and
  - 3. Any other information that is marked or noted as confidential by the Owner at the time of its disclosure.

#### 1.8 COMPLY WITH INTELLECTUAL PROPERTY RIGHTS OF OTHERS

Contractor represents and warrants that no Work (with its means, methods, goods, and services attendant thereto), provided to Owner will infringe or violate any right of any third party and that Owner may use and exploit such Work, means, methods, goods, and services without liability or obligation to any person or entity (specifically and without limitation, such Work, means, methods, goods, and services will not violate rights under any patent, copyright, trademark, or other intellectual property right or application for the same).

## **SECTION 2 - OWNER**

#### 2.1 OWNER'S DESIGNATED REPRESENTATIVE

Owner will designate in writing a representative who will have express authority to bind Owner with respect to all matters requiring Owner's approval or authorization.

#### 2.2 INFORMATION AND SERVICES REQUIRED OF OWNER

- A. Owner will be responsible for establishment of property lines and benchmarks for grading.
- B. Owner will furnish to Contractor any information or services it is required to furnish under the Contract Documents with reasonable promptness to avoid delay in the orderly progress of the Work.
- C. Owner will furnish to Contractor a reasonable number of copies of the Drawings, the Project Manual, and the Addenda.

#### 2.3 OWNER'S RIGHT TO INSPECT THE WORK

Owner and its representatives will have the right to inspect any portion of the Work wherever located at any time.

#### 2.4 OWNER'S RIGHT TO STOP THE WORK

If Contractor fails to carry out the Work in accordance with the Contract Documents or fails to correct Work which is not in accordance with the Contract Documents in a timely manner, Owner may order Contractor in writing to stop the Work, or any portion thereof, until the cause for that order has been eliminated.

## **SECTION 3 - CONTRACTOR**

#### 3.1 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

- A. By executing the Agreement, Contractor represents that it has visited the Project site, familiarized itself with the local conditions under which the Work is to be performed, and correlated its own observations with the requirements of the Contract Documents.
- B. Contractor will carefully review and compare the Contract Documents and any other available information relating to the Project prior to commencing and during performance of each portion of the Work and will immediately report to Architect any errors, inconsistencies, and omissions it discovers.
- C. Should Contractor or any of its Subcontractors become aware of any question regarding the meaning or intent of any part of the Contract Documents prior to commencing that portion of the Work about which there is a question, Contractor will request an interpretation or clarification from Architect before proceeding. Contractor proceeds at its own risk if it proceeds with the Work without first making such a request and receiving an interpretation or clarification from Architect. If neither Contractor nor its Subcontractors become aware of the question until after work on the relevant portion of the Work has commenced, then the following precedence will govern for purposes of determining whether resolution of the question constitutes a Change in the Work:
  - 1. The Agreement takes precedence over all other Contract Documents.
  - 2. The Supplementary Conditions take precedence over the General Conditions.
  - 3. The General Conditions and Supplementary Conditions take precedence over the Drawings and the Specifications.
  - 4. An Addendum or a Modification takes precedence over the document(s) modified by the Addendum or Modification.
  - 5. The Specifications take precedence over the Drawings.
  - 6. Within the Drawings, larger scale drawings take precedence over smaller scale drawings, figured dimensions over scaled dimensions, and noted materials over graphic indications.
- D. Contractor will give Architect notice of any additional drawings, specifications, or instructions required to define the Work in greater detail, or to permit the proper progress of the Work, sufficiently in advance of the need for information so as not to delay the Work.
- E. It is not Contractor's responsibility to ascertain that the Contract Documents are in accordance with requirements of applicable laws, statutes, ordinances, building codes, rules and regulations. However, if Contractor observes that portions of the Contract Documents are at variance with those requirements, Contractor will immediately notify Architect in writing. Contractor will not proceed unless Owner and/or Architect effects Modifications to the Contract Documents required for compliance with such requirements. Contractor will be fully responsible for any work knowingly performed contrary to such requirements and will fully indemnify Owner against loss and bear all costs and penalties arising therefrom.
- F. Contractor will take field measurements and verify field conditions and will compare such field measurements and conditions and other information known to Contractor with the Contract Documents before ordering any materials or commencing construction activities. Contractor will immediately report errors, inconsistencies, and omissions that it discovers to Architect. If Contractor orders materials or commences construction activities before taking field measurements and verifying field conditions, Contractor will not be entitled to any compensation for additional costs to Contractor resulting from field measurements or conditions different from those anticipated by Contractor which would have been avoided had Contractor taken field measurements and verified field conditions prior to ordering the materials or commencing construction activities.
- G. If site conditions indicated in the Contract Documents or other information provided by Owner or Architect to Contractor differ materially from those Contractor encounters in performance of the Work, Contractor will immediately notify Architect in writing of such differing site conditions.
- H. Where the Contract Documents require the Contractor to provide professional services for architecture or engineering, the Contractor shall cause such services to be performed by appropriately licensed professionals.

#### 3.2 SUPERVISION OF CONSTRUCTION PROCEDURES

- A. Contractor will supervise and direct the Work. Contractor will be solely responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work. All loss, damage, liability, or cost of correcting defective work arising from the use of any construction means, methods, techniques, sequences or procedures will be borne by Contractor, notwithstanding that such construction means, methods, techniques, sequences or procedures are referred to, indicated or implied by the Contract Documents, unless Contractor has given timely notice to Owner and Architect in writing that such means, methods, techniques, and Owner has then instructed Contractor in writing to proceed at Owner's risk.
- B. Contractor will utilize its best skill, efforts, and judgment to provide efficient business administration and supervision, to furnish at all times an adequate supply of workers and materials, and to perform the Work in an expeditious and economical manner consistent with the interests of Owner.
- C. Contractor will be responsible for:

1. The proper observance of property lines and set back requirements as shown in the Contract Documents;

- 2. The location and layout of the Work as shown in the Contract Documents with respect to the position of the Work on the property and the elevation of the Work in relation to grade; and
- 3. Setting and maintaining construction stakes.
- D. Contractor will be responsible to Owner for the acts and omissions of its employees and Subcontractors as well as persons either directly or indirectly employed by Subcontractors.
- E. Contractor will not be relieved of its obligation to perform the Work in accordance with the Contract Documents as a result of any tests, inspections, or approvals by Owner, Architect or their consultants.
- F. Contractor will be responsible for inspection of portions of the Work already completed to determine that such portions are in proper condition to receive subsequent portions of the Work.
- G. Contractor recognizes that the Project site and the surrounding area is frequently visited by the public and is important to Owner's image and function and will maintain the premises free from debris and waste materials resulting from Construction. At the completion of Construction, Contractor shall promptly remove construction equipment, tools, surplus materials, waste materials and debris.

#### 3.3 LABOR AND MATERIALS

- A. Unless otherwise provided in the Contract Documents, Contractor will provide and pay for all labor, materials, equipment, tools, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work.
- B. Contractor will at all times enforce strict discipline and good order among those performing the Work and will not permit employment of any unfit person or anyone not skilled in the tasks assigned to them.
- C. Contractor is fully responsible for the Project and all materials and work connected therewith until Owner has accepted the Work in writing. Contractor will replace or repair at its own expense any materials or work damaged or stolen, regardless of whether it has received payment for such work or materials from the Owner.
- D. Contractor will remedy all damage or loss to any property caused in whole or in part by Contractor, any Subcontractor, or by anyone for whose acts any of them may be liable.
- E. Contractor will be responsible for determining that all materials furnished for the Work meet all requirements of the Contract Documents. Architect may require Contractor to produce reasonable evidence that a material meets such requirements, such as certified reports of past tests by qualified testing laboratories, reports of studies by qualified experts, or other evidence which, in the opinion of Architect, would lead to a reasonable certainty that any material used, or proposed to be used, in the work meets the requirements of the Contract Documents. All such data will be furnished at Contractor's expense. This provision will not require Contract to pay for periodic testing of different batches of the same material, unless such testing is specifically required by the Contract Documents to be performed at Contractor's expense.
- F. Contractor will coordinate and supervise the work performed by Subcontractors so that the Work is carried out without conflict between trades and so that no trade, at any time, causes delay to the general progress of the Work. Contractor and all Subcontractors will at all times afford each trade, any separate contractor, or Owner, reasonable opportunity for the installation of Work and the storage of materials.
- G. Contractor warrants to Owner that the materials and equipment furnished for the Work will be new unless otherwise specified by the Contract Documents, and that the Work will be free from defects, and will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective in the discretion of Owner. If required by Architect, Contractor will furnish satisfactory evidence as to the kind and quality of the materials and equipment used in performing the Work.
- H. Owner may elect to purchase materials required for the Work. In that event, Contractor will comply with the procedures set forth in the Contract Documents relating to such materials.

#### 3.4 COMPLIANCE WITH LAWS

Contractor will comply with all applicable laws, ordinances, rules, regulations, and orders of any public authorities relating to performance of the Work.

#### 3.5 TAXES

- A. Contractor will pay all sales, use, consumer, payroll, workers compensation, unemployment, old age pension, surtax, and similar taxes assessed in connection with the performance of the Work.
- B. Owner will pay all taxes and assessments on the real property comprising the Project site.

#### 3.6 PERMITS AND FEES

A. Owner will obtain and pay for all zoning and use permits and permanent easements necessary for completion of the Work.

- B. Contractor will obtain and pay for the building permit, and all other permits, governmental fees, licenses and inspections necessary for the proper execution and completion of the Work.
- C. Contractor will secure any certificates of inspection and of occupancy required by authorities having jurisdiction over the Work. Contractor will deliver these certificates to Architect prior to issuance of the Certificate of Substantial Completion by Architect.

#### 3.7 CONTRACTOR'S ON-SITE REPRESENTATIVE

Contractor will employ a competent representative acceptable to Owner to supervise the performance of the Work. This representative will be designated in writing by Contractor prior to commencement of work and will not be changed prior to final inspection of the Work without prior written consent of Owner. This representative will represent Contractor for all purposes, including communication with Owner.

#### 3.8 CONTRACTOR'S CONSTRUCTION SCHEDULES

- A. Contractor will prepare and submit for Owner's and Architect's information Contractor's construction schedule for the Work in accordance with the requirements of the Contract Documents.
- B. Contractor will prepare and maintain a Submittal schedule which is coordinated with Contractor's construction schedule and sets forth specified times for Architect to review Submittals.

#### 3.9 DOCUMENTS AND SUBMITTALS AT THE SITE

Contractor will keep at the Project site for use by Owner, Architect, or their representatives, a record copy of the Project Manual, the Drawings, all Addenda, and all Modifications. These documents will be maintained in good order and currently marked to record changes and selections made during construction. In addition, Contractor will keep at the Project site one copy of all Submittals.

#### 3.10 SUBMITTALS

- A. Submittals are not Contract Documents and do not alter the requirements of the Contract Documents unless incorporated into the Contract Documents by a Modification.
- B. Contractor will review, approve, and submit to Architect Submittals in accordance with the Contract Documents. By approving Submittals, Contractor represents that it has determined and verified field measurements, field construction criteria, materials, catalog numbers, and similar data, and that it has checked and coordinated each Submittal with the requirements of the Work and of the Contract Documents or will make such determination, verification, check, and coordination prior to commencing the relevant portion of the Work. In reviewing Submittals Architect will be entitled to rely upon Contractor's representation that such information is correct and accurate.
- C. Contractor will inform Architect in writing at the time of submission of any Submittal or portion thereof which deviates from the requirements of the Contract Documents. Contractor will provide Architect with documentation demonstrating to Architect that the Submittal is equal to or better than the specified product or work. Contractor will not be relieved of responsibility for deviations from the requirements of the Contract Documents by Architect's acceptance of a Submittal unless Contractor has informed Architect in writing of the deviation and Architect has incorporated the deviation into the Contract Documents by a Modification.
- D. Contractor will not perform any portions of the Work requiring Submittals until the respective Submittal has been reviewed and accepted in writing by Architect.
- E. When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, Owner will be entitled to rely upon such certifications, and neither Owner nor Architect will be expected to make any independent examination with respect thereto.
- F. Submittals not required by the Contract Documents may be returned to Contractor without action.

#### 3.11 CUTTING AND PATCHING

Contractor will be responsible for any cutting, fitting, and patching that may be required to complete the Work and make its parts fit together properly.

#### 3.12 ACCESS TO WORK

Contractor will permit Owner, Architect, their representatives and consultants, access to the Work wherever located at any time.

#### 3.13 ROYALTIES AND PATENTS

Contractor will pay all royalties and license fees required by the Work or by Contractor's chosen method of performing the Work. Contractor will defend and hold Owner harmless from all suits or claims for infringement of any patent, license or other intellectual property rights or any loss on account thereof.

#### 3.14 INDEMNIFICATION

- A. Contractor will indemnify and hold harmless Owner and Owner's representatives, employees, agents, architects, and consultants from and against any and all claims, damages, liability, demands, costs, judgments, awards, settlements, causes of action, losses and expenses (collectively "Claims" or "Claim"), including but not limited to attorney fees, consultant fees, expert fees, copy costs, and other expenses, arising out of or resulting from performance of the Work, attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of real or personal property, including loss of use resulting therefrom, except to the extent that such liability arises out of the negligence of Owner, its representatives, agents, and employees. This indemnity includes, without limitation, indemnification of Owner from all losses or injury to Owner's property, except to the extent that such loss or injury arises out of the negligence of Owner, its representatives, agents, and employees. This indemnity applies, without limitation, to include Claims occurring both during performance of the Work and/or subsequent to completion of the Work. In the event that any Claim is caused in part by a party indemnified hereunder, that party will bear the cost of such Claim to the extent it was the cause thereof. In the event that a claimant asserts a Claim for recovery against any party indemnified hereunder, the party indemnified hereunder may tender the defense of such Claim to Contractor. If Contractor rejects such tender of defense and it is later determined that the negligence of the party indemnified hereunder did not cause all of the Claim, Contractor will reimburse the party indemnified hereunder for all costs and expenses incurred by that party in defending against the Claim. Contractor will not be liable hereunder to indemnify any party for damages resulting from the sole negligence of that party.
- B. In addition to the foregoing, Contractor will be liable to defend Owner in any lawsuit filed by any Subcontractor relating to the Project. Where liens have been filed against Owner's property, Contractor (and/or its bonding company which has issued bonds for the Project) will obtain lien releases and record them in the appropriate county and/or local jurisdiction and provide Owner with a title free and clear from any liens of Subcontractors. In the event that Contractor and/or its bonding company are unable to obtain a lien release, Owner in its absolute discretion may require Contractor to provide a bond around the lien or a bond to discharge the lien, at Contractor's sole expense.
- C. In addition to the foregoing, Contractor will indemnify and hold Owner harmless from any claim of any other contractor resulting from the performance, nonperformance or delay in performance of the Work by Contractor.
- D. The indemnification obligation herein will not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or a Subcontractor under worker's compensation acts, disability benefit acts, or other employee benefit acts.

#### 3.15 PROJECT MEETINGS

Contractor will attend and participate in meetings as required by the Contract Documents.

## **SECTION 4 - ADMINISTRATION OF THE CONTRACT**

#### 4.1 ARCHITECT

In the event that Owner terminates its contractual relationship with Architect, Owner will appoint in writing another architect, whose status under the Contract Documents will be that of the former Architect in all respects.

### 4.2 ARCHITECT'S ADMINISTRATION OF THE CONTRACT

- A. Architect will make periodic visits to the site to familiarize itself generally with the progress and quality of the Work and to determine if the Work is proceeding in accordance with the Contract Documents. Although Architect is required to make periodic inspections, it is not required to make exhaustive or continuous onsite inspections. On the basis of its observations while at the site, Architect will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defects and deficiencies in the Work. Architect's failure to observe a defect or deficiency in the Work will not relieve Contractor of its duty to perform the Work in accordance with the Contract Documents.
- B. Architect will review Contractor's payment requests and determine the amounts due Contractor in accordance with Section 9.
- C. Communications between Contractor and Owner relating to the Work will be through Architect. Communications between Owner or Contractor with Architect's consultants relating to the Work will be through Architect. Communications between Owner or Architect and subcontractors relating to the Work will be through Contractor. Communications between Contractor and any separate contractor will be through Architect, except as otherwise specified in the Contract Documents.
- D. Owner and/or Architect will have the right to reject and require removal of the following at Contractor's expense:
  - 1. Any portion of the Work that does not meet the requirements of the Contract Documents.
  - 2. Any portion of the Work damaged or rendered unsuitable during installation or resulting from failure to exercise proper protection.
- E. Architect will have authority to suspend the Work, with concurrence of Owner, whenever such suspension may be necessary in its reasonable opinion to insure the proper performance of the Work.
- F. Architect will review Contractor's Submittals and will accept or take other appropriate action regarding the Submittals. Architect's review of the Submittals will be for the limited purpose of checking for general conformance with the Contract Documents and will not be conducted for the purpose of determining the accuracy and completeness of 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 Contractor. Architect's review of Submittals will not relieve Contractor of its obligations under the Contract Documents. Architect's review of Submittals will not constitute acceptance of safety precautions or construction

means, methods, techniques, sequences or procedures. Architect's acceptance of a specific item will not indicate acceptance of an assembly of which the item is a component.

- G. Architect has authority to order Construction Change Directives and Field Changes in accordance with Section 7.
- H. Architect will conduct inspections to determine the dates of Substantial Completion and final completion, will receive and review written guarantees and related documents required by the Contract and assembled by Contractor, and will review and certify or reject Contractor's final payment request.
- I. Architect will be the interpreter of the performance and requirements of the Contract Documents. Architect's interpretations will be in writing or in the form of drawings.
- J. Architect's decisions in matters relating to aesthetic effect will be final if consistent with the Contract Documents and approved by Owner.

#### **SECTION 5 - SUBCONTRACTORS**

#### 5.1 AWARD OF SUBCONTRACTS FOR PORTIONS OF THE WORK

- A. Contractor will enter into contracts with Subcontractors to perform all portions of the Work that Contractor does not customarily perform with its own employees.
- B. Contractor will not contract with any Subcontractor who has been rejected by Owner. Contractor will not be required to contract with any Subcontractor against whom it has a reasonable objection.
- C. If Owner rejects any Subcontractor proposed by Contractor, Contractor will propose an acceptable substitute to whom Owner has no reasonable objection.
- D. Contractor will not make any substitution for any Subcontractor that has been accepted by Owner and Architect without the prior written approval of Owner and Architect.

#### 5.2 SUBCONTRACTUAL RELATIONS

- A. Contractor's responsibility for the Work includes the labor and materials of all Subcontractors, including those recommended or approved by Owner. Contractor will be responsible to Owner for proper completion and guarantee of all workmanship and materials under any subcontracts. Any warranties required for such work will be obtained by Contractor in favor of Owner and delivered to Architect. It is expressly understood and agreed that there is no contractual relationship between Owner and any Subcontractor, and under no circumstances will Owner be responsible for the non-performance or financial failure of any Subcontractor or any effects therefrom.
- B. Contractor agrees to pay the Subcontractors promptly upon receipt of payment from Owner for that portion of the funds received which represents the Subcontractor's portion of the Work completed to Contractor's satisfaction for which Owner has made payment.
- C. Contractor will require each Subcontractor to:
  - 1. Be licensed by the state in which the Project is located where such licensing is required by the governing authority;
  - 2. Be bound by the terms of the Contract Documents as far as they are applicable to the Subcontractor's work;
  - 3. Assume toward Contractor the same obligations Contractor has assumed toward Owner, including the prompt payment of its Subcontractors;
  - 4. Submit its applications for payment to Contractor in time to permit Contractor to make timely application to Owner;
  - 5. Execute claim or lien releases or lien waivers for payments made by Contractor; and
  - 6. Make all claims for Changes in the Work to Contractor in the same manner as Contractor is required to make such claims to Owner.

#### SECTION 6 - CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

#### 6.1 OWNER'S RIGHT TO PERFORM WORK OR AWARD SEPARATE CONTRACTS

- A. Owner reserves the right to perform work itself or to award separate contracts in connection with the Project.
- B. When separate contracts are awarded, "Contractor" in the Contract Documents in each case will mean the contractor who signs each separate contract.

#### 6.2 MUTUAL RESPONSIBILITY

- A. Contractor will afford other contractors reasonable opportunity to place and store their materials and equipment on site and to perform their work and will properly connect and coordinate its Work with theirs where applicable.
- B. If any part of Contractor's Work depends upon the work of any separate contractor for proper performance or results, Contractor will inspect and promptly report to Architect any apparent discrepancies or defects in such work that render it unsuitable for

proper performance and results. Failure of Contractor to so inspect and report will constitute an acceptance of the work of the separate contractor as fit and proper to receive Contractor's Work, except as to defects not then reasonably discoverable.

C. Contractor will promptly remedy damage caused by Contractor or any Subcontractor to the completed or partially completed work of other contractors or to the property of Owner or other contractors.

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

If a dispute arises among Contractor and separate contractors as to the responsibility under their separate contracts for maintaining the Project free from waste materials and rubbish, Owner may clean the Project, allocate the cost among those responsible as Owner and Architect determine to be just, and withhold such cost from any amounts due or to become due to Contractor.

#### **SECTION 7 - CHANGES IN THE WORK**

#### 7.1 CHANGES IN THE WORK RESULTING FROM AN INSTRUCTION BY OWNER OR ARCHITECT TO CONTRACTOR

- A. If Owner or Architect gives Contractor an instruction that modifies the requirements of the Contract Documents or delays Substantial Completion, Contractor may be entitled to an adjustment in the Contract Sum and/or the Contract Time. If compliance with the instruction affects the cost to Contractor to perform the Work, the Contract Sum will be adjusted to reflect the reasonable increase or decrease in cost subject to the conditions set forth in Section 7.1, Paragraphs B through G. If compliance with the instruction delays Substantial Completion, the Contract Time will be extended for a period of time commensurate with such delay subject to the conditions set forth in Section 7.1, Paragraphs B through G and Section 7.3, Paragraph A and Contractor will be paid liquidated damages for the delay as set forth in Section 7.3, Paragraph B.
- B. If Contractor receives an instruction from Owner or Architect that Contractor considers to be a Change in the Work, Contractor, before complying with the instruction, will notify Architect in writing that Contractor considers such instruction to constitute a Change in the Work. If Architect agrees that compliance with the instruction will constitute a Change in the Work, Contractor will furnish a proposal for a Modification in accordance with Section 7.1, Paragraphs C. and D. within ten (10) days.
- C. If Contractor claims that it is entitled to an adjustment in the Contract Sum (including without limitation costs related to a time extension) as a result of an instruction by Owner or Architect, Contractor will furnish a proposal for a Change Order containing a price breakdown itemized as required by Owner. The breakdown will be in sufficient detail to allow Owner to determine any increase or decrease in Direct Costs as a result of compliance with the instruction. Any amount claimed for subcontracts will be supported by a similar price breakdown and will itemize the Subcontractor's profit and overhead charges. Profit and overhead will be subject to the following limitations:
  - The Subcontractor's profit and overhead will not exceed ten (10) percent of its Direct Costs on work performed. Subcontractor's profit and overhead will not exceed five (5) percent on work performed by its sub-subcontractors.
  - 2. Contractor's profit and overhead on work performed by its own crews will not exceed ten (10) percent of its Direct Costs.
  - 3. Contractor's profit and overhead mark up on work performed by its Subcontractors will not exceed five (5) percent of the Subcontractors' charges for such work.
  - 4. Amounts due Owner as a result of a credit change will be the actual net savings to Contractor from the Change in the Work as confirmed by Architect. On credit changes, profit and overhead on the originally estimated work will not be credited back to Owner. If both additions and credits are involved in a single Change in the Work, overhead and profit will be figured on the basis of net increase, if any, related to that Change in the Work.
- D. If Contractor claims that it is entitled to an adjustment in the Contract Time as a result of an instruction from Owner or Architect, Contractor will include in its proposal justification to support Contractor's claim that compliance with the instruction will delay Substantial Completion.
- E. Upon receipt of Contractor's proposal for Modification, Architect and Owner will determine whether to proceed with the Change in the Work. If Architect and Owner determine to proceed with the Change in the Work, they will issue a Change Order, a Construction Change Directive or a Field Change as appropriate.
- F. Contractor agrees that if it complies with an instruction from Owner or Architect without first giving written notice to Architect as provided in Section 7.1., Paragraph B, and receiving a Change Order, Construction Change Directive or Field Change, Contractor will not be entitled to any adjustment in the Contract Sum or the Contract Time as a result of the instruction and waives any claim therefor.
- G. If Contractor is instructed to perform work which it claims constitutes a Change in the Work but which Owner and Architect do not agree constitutes a Change in the Work, Contractor will comply with the instruction. Contractor may submit its claim for adjustment to the Contract Sum, the Contract Time, or both as a dispute pursuant to Section 13 within thirty (30) days after compliance with the instruction. Contractor agrees that if it fails to submit its claim for resolution pursuant to Section 13 within thirty (30) days after thirty (30) days after compliance with the instruction, then Contractor will not be entitled to any adjustment in the Contract Sum or the Contract Time as a result of the instruction and waives any claim therefor.
- H. Contractor agrees that it is responsible for submitting accurate cost and pricing data to support its Change Order Proposals. Owner will have the right to examine the Contractor's records to verify the accuracy and appropriateness of the pricing data used to price change order proposals.

#### 7.2 CHANGE IN THE WORK RESULTING FROM AN EVENT OR CIRCUMSTANCE

- A. If an event or circumstance other than an instruction from Owner or Architect affects the cost to Contractor of performing the Work or delays Substantial Completion, Contractor may be entitled to an adjustment in the Contract Sum and/or the Contract Time. If the circumstance or event affects the cost to Contractor to perform the Work and is caused by a willful or negligent act or omission of Owner or Architect, the Contract Sum will be adjusted to reflect the reasonable increase or decrease in Contractor's cost to perform the Work resulting from the event or circumstance, subject to the conditions set forth in Section 7.2, Paragraphs B through F. If the event or circumstance delays Substantial Completion and is described in Section 7.3, Paragraph A, the Contract Time will be extended for a period of time commensurate with such delay subject to the conditions set forth in such section. If the circumstance or event delays Substantial Completion and is caused by a willful or negligent act or omission of Owner or Architect, then Contractor will be compensated for costs incident to the delay in accordance with Section 7.3, Paragraph B. Contractor will not be entitled to any adjustment to the Contract Sum or other damages from Owner as a result of any event or circumstance unless the event or circumstance results from a willful or negligent act or omission of Owner or Architect.
- B. If a Change in the Work results from any event or circumstance caused by the willful or negligent act or omission of Owner or Architect, Contractor will give Owner Written Notice of such event or circumstance within twenty-four (24) hours after commencement of the event or circumstance so that Owner can take such action as is necessary to mitigate the effect of the event or circumstance. Contractor will not be entitled to any adjustment in either the Contract Time or the Contract Sum based on any damages or delays resulting from such event or circumstance during a period more than twenty-four (24) hours prior to Contractor giving such Written Notice to Owner.
- C. Contractor will submit in writing any claims for an adjustment in the Contract Time and/or the Contract Sum resulting from an event or circumstance within the time limits set forth below. In the event that Contractor fails to submit its claim in writing within the time limits set forth below, then Contractor agrees it will not be entitled to any adjustment in the Contract Time or the Contract Sum or to any other damages from Owner due to the circumstance or event and waives any claim therefor.
  - 1. Claims for an adjustment in the Contract Time due to Adverse Weather will be made by the tenth (10th) of the month following the month in which the delay occurred.
  - 2. Claims for an adjustment in the Contract Time and/or the Contract Sum due to any other circumstance or event will be submitted within seven (7) days after the occurrence of the circumstance or event.
- D. If Contractor claims that it is entitled to an adjustment in the Contract Sum (including without limitation costs related to a time extension) because of an event or circumstance resulting from the willful or negligent act or omission of Owner or Architect, Contractor will furnish a proposal for a Change Order containing a price breakdown as described in Section 7.1, Paragraph C. Any amount claimed for increased labor costs as a result of the event or circumstance must be supported by a certified payroll. Any claim for rented equipment or additional material costs must be supported by invoices.
- E. If Contractor claims that it is entitled to an adjustment in the Contract Time as a result of an event or circumstance, Contractor will include with its claim copies of daily logs, letters, shipping orders, delivery tickets, Project schedules, and other supporting information necessary to justify Contractor's claim that the event or circumstance delayed Substantial Completion. If Contractor is entitled to an adjustment in the Contract Time as a result of an event or circumstance caused by the wilful or negligent act or omission of Owner or Architect, Contractor will be compensated for all costs related to the delay in accordance with Section 7.3, Paragraph B.
- F. Within thirty (30) days after receipt of Contractor's claim, Architect will either deny the claim or recommend approval to Owner. If Owner approves the claim, the adjustment in the Contract Time and/or Contract Sum will be reflected in a Change Order pursuant to Section 7.5 or a Construction Change Directive pursuant to Section 7.6. If Owner or Architect denies Contractor's claim, Contractor may submit its claim as a dispute pursuant to Section 13 within thirty (30) days of receipt of the denial of the claim. If Contractor fails to submit its claim for resolution pursuant to Section 13 within the thirty (30) day time period, then Contractor agrees it is not entitled to any adjustment in the Contract Time and/ or Contract Sum or any other damages as a result of the event or circumstance and waives any claim therefor.

#### 7.3 EXTENSIONS OF TIME

- A. If Substantial Completion of the Project is delayed because of any of the following causes, then the Contract Time will be extended by Change Order for a period of time equal to such delay:
  - 1. Labor strikes or lock-outs;
  - 2. Adverse weather;
  - 3. Unusual delay in transportation;
  - 4. Unforeseen governmental requests or requirements;
  - 5. A Change in the Work resulting from an instruction by Owner or Architect to Contractor subject to the conditions set forth in Section 7.1; or
  - 6. Any other event or circumstance caused by the willful or negligent act or omission of Owner or Architect.
- B. Contractor will not be entitled to any compensation for delay described in Section 7.3, Paragraph A, subparagraphs 1, 2, 3 and 4. For each day of delay in Substantial Completion described in Section 7.3, Paragraph A, subparagraphs 5 and 6, Contractor will be paid liquidated damages in the amount per day set forth in the Supplementary Conditions to compensate Contractor for all damages resulting from any delay including but not limited to damages for general conditions costs, additional job site costs, additional home office overhead costs, disruption costs, acceleration costs, increase in labor costs, increase in subcontract costs, increase in materials costs, and any other costs incident to the delay. Contractor will be entitled to no other compensation relating to the delay.

C. In no event will any time extension or cost adjustment be given on account of delay which reasonably should have been anticipated by the Contractor or in circumstances where performance of the Work is, was, or would have been, delayed by any other cause for which the Contractor is not entitled to an extension.

#### 7.4 DOCUMENTATION OF CHANGES IN THE WORK

Every Change in the Work will be documented by a Change Order, a Construction Change Directive or a Field Change. If Owner, Architect and Contractor reach agreement regarding the adjustment in the Contract Sum, if any, and the adjustment in the Contract Time, if any, resulting from a Change in the Work, then the parties will execute a Change Order pursuant to Section 7.5. If Owner, Architect and Contractor cannot reach agreement regarding the adjustment in Contract Sum or the adjustment in Contract Time resulting from a Change in the Work, then Owner and Architect will issue a Construction Change Directive pursuant to Section 7.6. Field Changes require the agreement of Architect and Contractor only.

#### 7.5 CHANGE ORDERS

Contractor's signature upon a Change Order is Contractor's acknowledgment that it is not entitled to any additional adjustment in the Contract Sum or the Contract Time or any other damages or compensation as a result of the Change in the Work other than that provided for in the Change Order, irrespective of whether a subsequent claim for additional compensation or time extensions relating to the Change in the Work is described as a change in the requirements of the Contract Documents, a delay, a disruption of the Work, an acceleration of the Work, an impact on the efficiency of performance of the Work, an equitable adjustment, or other claim and irrespective of whether the impact of the Change in the Work is considered singly or in conjunction with the impact of other Changes in the Work.

#### 7.6 CONSTRUCTION CHANGE DIRECTIVES

- A. Contractor will promptly comply with all Construction Change Directives.
- B. Pending final resolution of any adjustment in the Contract Sum or Contract Time relating to a Construction Change Directive, the amounts proposed by Owner in the Construction Change Directive may be included in Contractor's payment requests once the work relating thereto is completed.
- C. If after the work described in the Construction Change Directive is completed, Owner, Architect, and Contractor reach agreement on adjustments in the Contract Sum, Contract Time, or both, such agreement will be reflected in an appropriate Change Order.
- D. If the parties do not reach agreement regarding an adjustment to the Contract Sum, Contract Time, or both relating to the Construction Change Directive within thirty (30) days of the completion of the work described therein, then Contractor may submit its claim for an adjustment pursuant to Section 13 within thirty (30) days of the completion of such work. Contractor agrees that if it fails to submit its claim for resolution pursuant to Section 13 within thirty (30) days of completion of the work described in the Construction Change Directive, then it will not be entitled to an adjustment in Contract Sum or Contract Time resulting from such work except as set forth in the Construction Change Directive and waives any claim therefor.

#### 7.7 FIELD CHANGES

Architect and Contractor will sign a Field Change order listing the Change In The Work and the Contract Sum including markups before Contractor proceeds with the Field Change.

#### 7.8 WAIVER OF CLAIMS

Except as set forth in Section 7, Contractor will not be entitled to any adjustment in the Contract Sum or the Contract Time or for any damages of any kind whatsoever resulting from an instruction from Owner or Architect, any event or circumstance, or any act or omission of Owner or Architect and Contractor expressly waives any and all claims therefor.

#### **SECTION 8 - TIME**

#### 8.1 TIME IS OF THE ESSENCE

All time limits stated in the Contract Documents are of the essence. By executing the Agreement, Contractor confirms that the Contract Time is a reasonable period for performing the Work. Contractor will proceed expeditiously with adequate resources and will achieve Substantial Completion within the Contract Time.

#### 8.2 COMMENCEMENT OF THE WORK

Contractor will not commence work on the Project site until the date set forth in the Written Notice to proceed. However, Contractor may enter into subcontracts and secure material for the Project after receipt of the Agreement with Owner's authorized signature. Owner will issue the Written Notice to proceed within forty-five (45) days after Owner receives acceptable bonds and evidence of insurance pursuant to Section 11 unless Owner earlier terminates the Agreement pursuant to Section 14.

#### 8.3 DELAY IN COMPLETION OF THE WORK

A. For each day after the expiration of the Contract Time that Contractor has not achieved Substantial Completion, Contractor will pay Owner the amount set forth in the Supplementary Conditions as liquidated damages for Owner's loss of use of the Project

and the added administrative expense to Owner to administer the Project during the period of delay. In addition, Contractor will reimburse Owner for any additional Architect's fees, attorney fees, expert fees, consultant fees, copy costs, and other expenses incurred by Owner as a result of the delay. Owner may deduct any liquidated damages or reimbursable expenses from any money due or to become due to Contractor. If the amount of liquidated damages and reimbursable expenses exceeds any amounts due to Contractor, Contractor will pay the difference to Owner within ten (10) days after receipt of a written request from Owner for payment.

B. At the time Architect certifies that Contractor has achieved Substantial Completion, Architect will identify the remaining items to be completed for final completion of the Work and will establish with Contractor a reasonable time for completion of those items. Architect will set forth the items to be completed and the time established for their completion in a Certificate of Substantial Completion. For each day that Contractor exceeds the time allowed for completion of the items set forth in the Certificate of Substantial Completion, Contractor will pay to Owner as liquidated damages for additional administrative expenses the amount set forth in the Supplementary Conditions. In addition, Contractor will reimburse Owner for any additional Architect's fees, attorney fees, expert fees, consultant fees, copy costs, and other expenses incurred by Owner as a result of the delay in completing such items.

#### SECTION 9 - PAYMENTS AND COMPLETION

#### 9.1 SCHEDULE OF VALUES

Contractor will submit to Architect a schedule of values which allocates the Contract Sum to various portions of the Work. The schedule of values will be supported by such data to substantiate its accuracy as required by Architect. This schedule, when accepted by Owner and Architect, will be used as a basis for reviewing Contractor's payment requests.

#### 9.2 PAYMENT REQUESTS

- A. Not more than once a month, Contractor will submit a payment request to Architect for Work completed, materials stored on the site, and for materials stored offsite as of the date of the payment request. The amount of the payment request will be based upon the schedule of values and will be equal to the value of the Work completed:
  - 1. Less retention;
  - 2. Less all prior amounts paid by Owner to Contractor as part of the Contract Sum; and
  - 3. Less allowable offsets.

The payment request may include Changes in the Work that have been performed by Contractor and authorized by Owner and/or Architect pursuant to Section 7. If a payment request includes materials stored offsite, Contractor will include with the payment request a list of the materials, the location where they are stored and the written request of Contractor and its performance bond surety that payment be made for such materials.

B. Contractor warrants and guarantees that upon the receipt of payment for materials and equipment, whether incorporated in the Project or not, title to such materials and equipment will pass to Owner free and clear of all liens, claims, security interests, or encumbrances. Notwithstanding this payment and passage of title, Contractor will remain responsible for all such materials and equipment until actual delivery to the project site, incorporation into the Work, and final acceptance by Owner. Contractor further warrants that no material or equipment covered by a payment request is subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or any other person or entity.

#### 9.3 PAYMENT REQUEST CERTIFICATION

- A. Architect will, within seven (7) days after receipt of Contractor's payment request, forward to Owner the payment request certified for such amount as Architect determines is properly due. If Architect certifies less than the full amount of the payment request, Architect will notify Contractor and Owner of Architect's reasons for withholding certification of the full amount requested.
- B. The certification of the payment request will constitute a representation by Architect to Owner based upon Architect's observations at the site and the data comprising the payment request, that the Work has progressed to the point indicated and that, to the best of Architect'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 minor deviations from the Contract Documents correctable prior to completion, and to specific qualifications expressed by Architect. However, the certification of the payment request will not constitute a representation that Architect has:
  - 1. Conducted exhaustive or continuous on-site inspections to check the quantity or quality of the Work;
  - 2. Reviewed construction means, methods, techniques, sequences, or procedures;
  - 3. Reviewed copies of requisitions received from Subcontractors or other data requested by Owner to substantiate Contractor's right to payment; or
  - 4. Made examination to ascertain how or for what purpose Contractor has used money previously paid on account of the Contract Sum.
- C. In taking action on Contractor's payment request, Owner will be entitled to rely on the accuracy and completeness of the information furnished by Contractor.

#### 9.4 DECISIONS TO WITHHOLD CERTIFICATION AND PAYMENT

A. Architect may withhold certification of a payment request in whole or in part to the extent reasonably necessary to protect Owner if, in the opinion of Architect, the representations to Owner required by Section 9.3, Paragraph B cannot be accurately made. If

Architect is unable to certify payment in the amount of the payment request, Architect will notify Contractor and Owner as provided in Section 9.3, Paragraph A. If Contractor and Architect cannot agree on a revised amount, Architect will promptly certify a payment request for the amount for which Architect is able to make such representations to Owner. Architect may also decide not to certify payment or, because of subsequently discovered evidence or subsequent observations, may nullify the whole or a part of a payment request previously certified, to such extent as may be necessary in Architect's opinion to protect Owner from loss because of:

- 1. Defective work not remedied;
- 2. Third-party claims filed or reasonable evidence indicating probable filing of such claims;
- 3. Failure of Contractor to make payments properly to Subcontractors for labor, materials, equipment, construction or services;
- 4. Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- 5. Damage to Owner or another contractor for which Contractor is responsible;
- 6. Reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance will not be adequate to cover the cost of completing the Work and damages for the anticipated delay; or
- 7. Contractor's persistent failure to carry out the Work in accordance with the Contract Documents.
- B. Owner reserves the right to withhold payments to Contractor, subsequent to Architect's certification of any payment request, in order to protect Owner from loss due to any condition described in Section 9.4, Paragraph A, Subparagraphs 1 through 7. Upon satisfactory resolution of any such conditions, payments so withheld will be made.

#### 9.5 PROGRESS PAYMENTS

- A. Owner will pay Contractor progress payments within the parameters of Section 9.2 within fifteen (15) days after Owner receives the certified payment request from Architect.
- B. Owner will make payments to Contractor by either placing the payments in the mail addressed to Contractor or by electronic transfer at Owner's discretion.
- C. Upon receipt of any payment from Owner, Contractor will pay to each Subcontractor the amount paid to Contractor on account of such Subcontractor's portion of the Work.
- D. Contractor will maintain a copy of each payment request at the Project site for review by the Subcontractors.
- E. No payment made under the Contract Documents, either in whole or in part, will be construed to be an acceptance of defective or improper materials or workmanship.
- F. In addition and notwithstanding the foregoing, Owner will also withhold and retain 10% of payments made to Contractor.
- G. Owner will pay any unpaid retention less any amounts withheld pursuant to Section 9.4 within forty-five (45) days after Contractor achieves Substantial Completion, submits its payment request for retained funds, delivers to the Architect Owner's form entitled "Contractor's Substantial Completion Affidavit and Consent of Surety" fully executed by Contractor and its surety, obtains Waiver and Release documents executed by all subcontractors and suppliers having claim against the retained funds, and Owner receives a certificate of occupancy.

#### 9.6 FINAL PAYMENT

- A. Owner will make full and final payment of the Contract Sum within thirty (30) days of the completion of all of the following requirements:
  - 1. Contractor has submitted its final payment request;
  - 2. Architect has declared to Owner in writing that the Work is complete;
  - 3. Contractor has obtained waiver and release upon final payment documents executed by all of the subcontractors performing work and/or providing materials covered by the Contractor's final payment request; and
  - 4. Contractor has collected and provided to Owner all manufacturers' and other guaranties and warranties, properly signed and endorsed to Owner, that are required by the Contract Documents that extend for a period beyond one year after substantial completion. (Delivery of such guaranties and warranties will not relieve Contractor for any obligation assumed under any other provision of the Contract Documents.).
- B. Acceptance of final payment by Contractor or any Subcontractor will constitute a waiver of claims by the payee except for those claims previously made in writing pursuant to Section 7 and identified by Contractor in its affidavit as still pending.
- C. If the aggregate of previous payments made by Owner exceeds the amount due Contractor, Contractor will reimburse the difference to Owner.

#### SECTION 10 - PROTECTION OF PERSONS AND PROPERTY

#### 10.1 SAFETY PRECAUTIONS AND PROGRAMS

Contractor will be responsible to Owner for initiating and supervising all safety programs in connection with the performance of the Work.

#### 10.2 SAFETY OF PERSONS AND PROPERTY

A. Contractor will take reasonable precautions to prevent damage, injury, or loss to:

- 1. All persons on the site;
- 2. The Work and materials and equipment to be incorporated into the Work; and
- 3. Other property at the site or adjacent to it.
- B. Contractor will give notices and comply with applicable laws, ordinances, rules, regulations, and other lawful requirements of public authorities bearing on the safety or protection of persons and property. No work will be performed that may pose an undue safety hazard to Contractor, Contractor's employees, or any other person.
- C. Contractor will designate a responsible member of its organization at the site whose duty will be the prevention of accidents. This person will be Contractor's onsite representative unless otherwise designated in writing by Contractor to Owner and Architect.

#### 10.3 EMERGENCIES

In case of an emergency endangering life or threatening the safety of any person or property, Contractor may, without waiting for specific authorization from Architect or Owner, act at its own discretion to safeguard persons or property. Contractor will immediately notify Architect of such emergency action and make a full written report to Architect within five (5) days after the event.

#### **10.4 HAZARDOUS MATERIALS**

In the event the Contractor encounters on the site material reasonably believed to be hazardous materials which have not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner and Architect in writing. The Work in the affected area shall be resumed in the absence of hazardous materials, or when it has been rendered harmless, by written agreement of the Owner and Contractor.

#### SECTION 11 - INSURANCE AND BONDS

#### 11.1 CONTRACTOR'S LIABILITY INSURANCE

- A. Contractor will obtain the following insurance and provide evidence thereof as described below prior to commencement of the Work or within ten (10) days after signing the Agreement, whichever is earlier:
  - 1. Workers Compensation Insurance.
  - 2. Employers Liability Insurance with minimum limits of the greater of \$500,000 E.L. each accident, \$500,000 E. L. diseaseeach employee, \$500,000 E.L. disease-policy limit or as required by the law of the state in which the Project is located.
  - Commercial General Liability Insurance ISO Form CG 00 01 (12/07) or equivalent Occurrence policy which will provide primary coverage to the additional insureds (the Owner and the Architect) in the event of any Occurrence, Claim, or Suit with:
    - a. Limits of the greater of Contractor's actual coverage amounts or the following:
      - 1) \$2,000,000 General Aggregate;
      - 2) \$2,000,000 Products Comp/Ops Aggregate:
      - 3) \$1,000,000 Personal and Advertising Liability:
      - 4) \$1,000,000 Each Occurrence;
    - 5) \$50,000 Fire Damage to Rented Premises (Each Occurrence).
    - b. Endorsements attached to the General Liability policy including the following or their equivalent:
      - 1) ISO Form CG 25 03 (05/09), Amendment of Limits of Insurance (Designated Project or Premises), describing the Agreement and specifying limits as shown above.
      - ISO Form CG 20 10 (07/04), Additional Insured -- Owners, Lessees, Or Contractors (Form B), naming Owner and Architect as additional insureds.
  - 4. Automobile Liability Insurance, with:
  - a. Combined Single Limit each accident in the amount of \$1,000,000 or Contractor's actual coverage, whichever is greater; and
    - b. Coverage applying to "Any Auto."
- B. Contractor will provide evidence of such insurance to Owner as follows:
  - 1. Deliver to Owner a Certificate of Liability Insurance, on ACORD 25 (2010/05) Form, or equivalent:
    - a. Listing Owner and its consultants as the Certificate Holders and Additional Insured on the general liability and any excess liability policies;
    - b. Attaching the ISO or equivalent endorsements set forth above to the Certificate of Liability Insurance;
    - c. Identifying the Project;
    - d. Listing the insurance companies providing coverage (All companies listed must be rated in A.M. Best Company Key Rating Guide-Property-Casualty and each company must have a rating of B+ Class VII or better. Companies which are not rated are not acceptable); and
    - e. Bearing the name, address and telephone number of the producer and signed by an authorized representative of the producer. The signature may be original, stamped, or electronic.
- C. Contractor will maintain, from commencement of the Work, Insurance coverage required herein as follows:
  - 1. Commercial General Liability Insurance through expiration of warranty period specified in Section 12.2, Paragraph B. including completion of any warranty repairs; and
  - 2. All other insurance through Final Payment.
- D. Owner reserves the right to reject any insurance company, policy, endorsement, or certificate of insurance with or without cause.

- E. Owner may, in writing and at its sole discretion, modify the insurance requirements.
- F. The cost of insurance as required above will be the obligation of Contractor. Contractor will be responsible for payment of all deductible amounts under all insurance.
- G. Owner will provide builders risk insurance for the cost of the Project. The policy will be written on an all risk basis with coverage for perils of wind, flood, earthquake, and terrorism, with exclusions standard for the insurance industry. The policy will be subject to a \$5,000 deductible per occurrence which will be the responsibility of Contractor and will not be a reimbursable expense. Owner will provide a copy of the terms and conditions of the builders risk policy to Contractor upon Contractor's request. Contractor will comply with terms, conditions, and deadlines of the builders risk policy. The terms, conditions, and deadlines of the builders risk policy. The terms, conditions, and deadlines of the builders risk insurance policy, Contractor will comply with the following:
  - 1. Contractor will report the loss immediately to builders risk commercial insurer by calling 1-866-537-7475 and shall make such further written submissions as required and otherwise comply with all requirements of the builders risk policy.
  - 2. Contractor will report the loss immediately to the Owner.
  - 3. Contractor will immediately notify its general liability insurance carrier of the loss.
  - 4. Contractor will take all necessary and appropriate actions to protect the property and individuals from further loss, harm, and injury. In the event there are damages resulting from fire or water, restoration shall be performed only by a certified restoration contractor.
  - 5. To the extent possible, Contractor will preserve and not disturb the evidence of the loss until after the builders risk commercial insurer and all interested parties and their insurance carriers have had the opportunity to view and investigate the site and loss.
  - 6. Contractor will cooperate with Owner and the builders risk commercial insurer in the investigation, documentation, and settlement of loss claims, including without limitation promptly responding to all requests for information and documentation from the builders risk commercial insurer and/or Owner.

#### 11.2 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

- A. Prior to commencement of the Work or within ten (10) days after signing the Agreement, whichever is earlier, Contractor will furnish to Owner a performance bond and a labor and material payment bond each in an amount equal to one hundred percent (100%) of the Contract Sum as security for all obligations arising under the Contract Documents. Such bonds will:
  - 1. Be written on Form AIA Document A312 (1984).
  - 2. Be issued by a surety company or companies licensed in the state in which the Project is located and holding valid certificates of authority under Sections 9304 to 9308, Title 31, of the United States Code as acceptable sureties or reinsurance companies on federal bonds.
  - 3. Have a penal sum obligation not exceeding the authorization shown in the current revision of Circular #570 as issued by the United States Treasury Department, i.e. "Treasury List".
  - 4. Be accompanied by a certified copy of the power of attorney stating the authority of the attorney-in-fact executing the bonds on behalf of the surety.
- B. Owner reserves the right to reject any surety company, performance bond, or labor and material payment bond with or without cause.
- C. The cost of the bonds as required above will be the obligation of Contractor.

#### SECTION 12 - UNCOVERING AND CORRECTION OF WORK

#### 12.1 UNCOVERING OF WORK

Contractor will notify Architect at least twenty-four (24) hours in advance of performing work that would cover up work or otherwise make it difficult to perform inspections required by the Specifications or by applicable governing authorities. Should any such work be covered without proper notification having been given to Architect, Contractor will uncover that work for inspection at its own expense.

#### 12.2 CORRECTION OF WORK

- A. Contractor will promptly correct any portion of the Work that is rejected by Architect or which fails to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed, or completed. Contractor will bear the cost of correcting such rejected Work, including additional testing and inspection costs, compensation for Architect's services, and any other expenses made necessary thereby.
- B. Contractor will remedy any defects due to faulty materials, equipment, or workmanship which appear within a period of one (1) year from the date of Substantial Completion or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents. Contractor will pay all costs of correcting faulty work, including without limitation additional Architect's fees, attorney fees, expert fees, consultant fees, copy costs, and other expenses when incurred.
- C. Nothing in the Contract Documents will be construed to establish a period of limitation within which Owner may enforce the obligation of Contractor to comply with the Contract Documents. The one-year period specified above has no relationship to the time within which compliance with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish Contractor's liability with respect to Contractor's obligations.

#### 12.3 ACCEPTANCE OF NONCONFORMING WORK

- A. If Owner prefers to accept any portion of the Work not in conformance with the Contract Documents, Owner may do so instead of requiring removal and correction of the nonconforming Work. In that event, the Contract Sum will be reduced by an amount agreed upon by the parties that reflects the difference in value to Owner between the Work as specified and the nonconforming Work. Such adjustment may consider increased maintenance costs, early replacement costs, increased inefficiency of use, and the like and will be effective whether or not final payment has been made. Such adjustment will be reflected in a Change Order pursuant to Section 7.5.
- B. Temporary or trial usage by Owner or Architect of mechanical devices, machinery, apparatus, equipment, or other work or materials supplied under the Contract Documents prior to written acceptance by Architect, will not constitute Owner's acceptance.

#### SECTION 13 - RESOLUTION OF DISPUTES

#### 13.1 SUBMITTAL OF DISPUTE

In the event there is any dispute arising under this Agreement which cannot be resolved by agreement between the parties, either party may submit the dispute with all documentation upon which it relies to the Director of Architecture, Engineering, and Construction, Meetinghouse Facilities Department, 50 East North Temple, Salt Lake City, Utah 84150, who will convene a dispute resolution conference within thirty (30) days. The dispute resolution conference will constitute settlement negotiations and any settlement proposal made pursuant to the conference will not be admissible as evidence of liability. In the event that the parties do not resolve their dispute pursuant to the dispute resolution conference, either party may commence legal action to resolve the dispute. Any such action must be commenced within six (6) months from the first day of the dispute resolution conference or be time barred. Submission of the dispute to the Director as outlined above is a condition precedent to the right to commence legal action to resolve any dispute. In the event that either party commences legal action to adjudicate any dispute without first submitting the dispute to the Director, the other party will be entitled to obtain an order dismissing the litigation without prejudice and awarding such other party any costs and attorney fees incurred by that party in obtaining the dismissal, including without limitation copy costs, and expert and consultant fees and expenses.

#### 13.2 CONTRACTOR TO PROCEED WITH DILIGENCE

Pending final resolution of a dispute hereunder, Contractor will proceed diligently with the performance of its obligations under this Agreement.

#### **SECTION 14 - TERMINATION**

#### 14.1 TERMINATION BY CONTRACTOR

In the event Owner materially breaches any term of the Contract Documents, Contractor will promptly give Written Notice of the breach to Owner. If Owner fails to cure the breach within ten (10) days of the Written Notice, Contractor may terminate the Agreement by giving Written Notice to Owner and recover from Owner the percentage of the Contract Sum represented by the Work completed on the Project site as of the date of termination together with any out of pocket loss Contractor has sustained with respect to materials and equipment as a result of the termination prior to completion of the Work, less any offsets. Contractor will not be entitled to unearned profits or any other compensation or damages as a result of the termination and hereby waives any claim therefor. Contractor will provide to Owner all warranty, as built, inspection, and other close out documents as well as materials that Contractor has in its possession or control at the time of termination. Without limitation, Contractor's indemnities and obligations under section 3.14 as well as all warranties in the specifications relative to Work provided through the date of termination survive a termination hereunder.

#### 14.2 TERMINATION BY OWNER FOR CAUSE

Should Contractor fail to provide Owner with the bonds and certificates of insurance required by Section 11 within the time specified therein, make a general assignment for the benefit of its creditors, fail to apply enough properly skilled workmen or specified materials to properly prosecute the Work in accordance with Contractor's schedule, or otherwise materially breach any provision of the Contract Documents, then Owner may, without any prejudice to any other right or remedy, give Contractor Written Notice thereof. If Contractor fails to cure its default within ten (10) days, Owner may terminate the Agreement by giving Written Notice to Contractor. In such case, Owner may, in Owner's sole discretion, take legal assignment of subcontracts and other contractual rights of Contractor and/or take possession of the premises and all materials, tools, equipment, and appliances thereon, and finish the Work by whatever method Owner deems expedient. Contractor will not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Sum exceeds the expense of finishing the Work, including compensation for additional administrative, architectural, consultant, and legal services (including without limitation attorney fees, expert fees, copy costs, and other expenses), such excess will be paid to Contractor. If such expense exceeds the unpaid balance, Contractor will pay the difference to Owner. Contractor will provide to Owner all warranty, as built, inspection, and other close out documents as well as materials that Contractor has in its possession or control at the time of termination. Without limitation, Contractor's indemnities and obligations under section a.14 as well as all warranties in the specifications relative to Work provided through the date of termination survive a termination hereunder.

#### 14.3 TERMINATION BY OWNER FOR CONVENIENCE

Notwithstanding any other provision contained in the Contract Documents, Owner may, without cause and in its absolute discretion, terminate the Agreement at any time. In the event of such termination, Contractor will be entitled to recover from Owner the

percentage of the Contract Sum equal to the percentage of the Work which Architect determines has been completed on the Project site as of the date of termination together with any out of pocket loss Contractor has sustained with respect to materials and equipment\_as a result of the termination prior to completion of the Work, less any offsets. Contractor will not be entitled to unearned profits or any other compensation as a result of the termination and hereby waives any claim therefor. Contractor will provide to Owner all warranty, as built, inspection, and other close out documents as well as materials that Contractor has in its possession or control at the time of termination. Owner may, in Owner's sole discretion, take legal assignment of subcontracts and other contractual rights of Contractor. Without limitation, Contractor's indemnities and obligations under section 3.14 as well as all warranties in the specifications relative to Work provided through the date of termination survive a termination hereunder.

#### SECTION 15 - MISCELLANEOUS PROVISIONS

#### 15.1 GOVERNING LAW

The parties acknowledge that the Contract Documents have substantial connections to the State of Utah. The Contract Documents will be deemed to have been made, executed, and delivered in Salt Lake City, Utah. To the maximum extent permitted by law, (i) the Contract Documents and all matters related to their creation and performance will be governed by and enforced in accordance with the laws of the State of Utah, excluding conflicts of law rules; and (ii) all disputes arising from or related to the Contract Documents will be decided only in a state or federal court located in Salt Lake City, Utah and not in any other court or state. Toward that end, the parties hereby consent to the jurisdiction of the state and federal courts located in Salt Lake City, Utah and waive any other venue to which they might be entitled by virtue of domicile, habitual residence, place of business, or otherwise.

#### 15.2 NO WAIVER

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

#### 15.3 RULE OF CONSTRUCTION

Owner and Contractor agree that the Contract Documents will be deemed to have been drafted by both Owner and Contractor and will not be construed against either Owner or Contractor because of authorship.

#### 15.4 ENFORCEMENT

In the event either party commences legal action to enforce or rescind any provision of the Contract Documents, the prevailing party will be entitled to recover its attorney fees and costs, including without limitation all copy costs and expert and consultant fees and expenses, incurred in that action and on all appeals, from the other party.

#### 15.5 TESTS AND INSPECTIONS

- A. Owner and Architect have the right to have tests made when they deem it necessary. Tests conducted by Owner or Architect will be paid for by Owner. Should a test reveal a failure of the Work to meet Contract Document requirements, the cost of the test as well as subsequent tests related to the failure necessary to determine compliance with the Contract Documents will be paid for by Owner, with the cost thereof deducted from the Contract Sum by Modification.
- B. Tests will be made in accordance with recognized standards by a competent, independent testing laboratory. Materials found defective or not in conformity with Contract Document requirements will be promptly replaced or repaired at the expense of Contractor.
- C. Owner and Architect have the right to obtain samples of materials to be used in the Work and to test samples for determining whether they meet Contract Document requirements. Samples required for testing will be furnished by Contractor and selected as directed by Architect. Samples may be required from the sample's source, point of manufacture, point of delivery, or point of installation at Architect's discretion. Samples not required as a Submittal in the Specifications will be paid for by Owner. Should tests reveal a failure of the Sample to meet the Contract Document requirements, Contractor will provide other Samples that comply with the requirements of the Contract Documents.

#### END OF DOCUMENT

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## ITEM 1 - GENERAL

- 1. Conditions of the Agreement and General Conditions apply to each Division of the Specifications.
- 2. Provisions contained in Division 01 apply to all Divisions of the Specifications.

## ITEM 2 - LIQUIDATED DAMAGE AMOUNTS:

- 1. The amount of liquidated damages to the benefit of the Contractor for delays under General Conditions Section 7.3, Paragraph B is \$325.00 per day.
- 2. The amount of liquidated damages to the benefit of the Owner for delays in Substantial Completion of the Work under General Conditions Section 8.3, Paragraph A is <u>\$500.00</u> per day.
- 3. The amount of liquidated damages to the benefit of the Owner for delays in completing work itemized on the Substantial Completion Certificate under General Conditions Section 8.3, Paragraph B is \$500.00 per day.

## ITEM 3 - PERMITS

1. Delete Section 3.6, Paragraph B of the General Conditions and replace with the following:

В.

## **ITEM 4 - MISCELLANEOUS CHANGES IN GENERAL CONDITIONS**

1. <u>FOR PROJECTS EXCEEDING \$5 MILLION – CONTRACTOR TO PROVIDE BUILDER'S RISK</u> <u>INSURANCE (AND NOT OWNER)</u>

Replace Section 11.1 Contractor's Liability Insurance of the General Conditions with the following:

## 11.1 CONTRACTOR'S LIABILITY INSURANCE

- A. Contractor will obtain the following insurance and provide evidence thereof as described below prior to commencement of the Work or within ten (10) days after signing the Agreement, whichever is earlier:
  - 1. Workers Compensation Insurance.
  - Employers Liability Insurance with minimum limits of the greater of: \$500,000 E.L. each accident, \$500,000 E. L. disease-each employee, \$500,000 E.L. disease-policy limit; or as required by the law of the state in which the Project is located.
  - Commercial General Liability Insurance ISO Form CG 00 01 (12/07) or equivalent Occurrence policy which will provide primary coverage to the additional insureds (the Owner and the Architect) in the event of any Occurrence, Claim, or Suit with:
    - a. Limits of the greater of Contractor's actual coverage amounts or the following:
      - 1) \$2,000,000 General Aggregate;
      - 2) \$2,000,000 Products Comp/Ops Aggregate;
      - 3) \$1,000,000 Personal and Advertising Injury;
      - 4) \$1,000,000 Each Occurrence;
      - 5) \$50,000 Damage to Rented Premises.
    - b. Endorsements attached to the General Liability policy including the following or their equivalent:
      - 1) ISO Form CG 25 03 (05/09), Designated Construction Project(s) General Aggregate Limit, describing the project and specifying that limits apply to each project of the contractor.
      - ISO Form CG 20 10 (07/04), Additional Insured Owners, Lessees or Contractors Scheduled Person or Organization, naming Owner and Architect as additional insureds.
  - 4. Automobile Liability Insurance, with:

- a. Combined Single Limit each accident in the amount of \$1,000,000 or Contractor's actual coverage, whichever is greater; and
- b. Coverage applying to "Any Auto" or equivalent to all owned autos, hired autos, and non-owned autos.
- Builder's Risk Insurance Policy ISO Form CP 00 20 (10/12), Builders Risk Coverage (or equivalent form) and ISO Form CP 10 30 (10/12) Causes of Loss – Special Form, and ISO Form CP 11 20 (06/07) Builders Risk – Collapse During Construction (or equivalent form) with Limits of Insurance in the amount of the Guaranteed Maximum Price.
  - a. Policy will cover materials stored at temporary storage locations and materials in transit.
  - b. Include Owner and Subcontractors as additional insureds.
  - c. Policy will be subject to a deductible of not less than \$5,000 per occurrence which will be the responsibility of Contractor and will not be included in the Cost of the Work or be a reimbursable expense.
- B. Contractor will provide evidence of such insurance to Owner as follows:
  - 1. Deliver to Owner a Certificate of Insurance on ACORD 25 (2010/05) or equivalent:
    - a. Listing Owner as the Certificate Holder and Owner and Architect as Additional Insureds on general liability and any excess liability policies;
    - b. Attaching the endorsements set forth above for additional insured on general liability (CG 20 10 07/04) and Designated Construction Project Aggregate Limit (CG 25 03 05/09).
    - c. Identifying the Project.
    - d. Listing the insurance companies providing coverage. All companies must be rated in A.M. Best Company's Key Rating Guide Property-Casualty, current edition, at a rating B+ Class VII or better. Companies that are not rated are not acceptable.
    - e. Bearing the name, address, and telephone number of the producer and signed by an authorized representative of the producer. The signature may be original, stamped, or electronic. A faxed or digital copy is also acceptable.
  - 2. Deliver to Owner a Certificate of Insurance on ACORD 27, Evidence of Property Insurance, for the Builders Risk Insurance Policy attaching the endorsement giving evidence that the Owner and all Subcontractors are listed as additional insureds on the Builders Risk Policy.
- C. Contractor will maintain, from commencement of the Work, Insurance coverage required herein as follows:
  - 1. Commercial General Liability Insurance through expiration of warranty period specified in Section 12.2, Paragraph B. including completion of any warranty repairs;
  - 2. Builders' Risk Insurance through Substantial Completion; and
  - 3. All other insurance through final payment.
- D. In the event of a loss, or upon request by Owner, Contractor will provide Owner with a copy of required insurance policies above.
- E. Owner reserves the right to reject any insurance company, policy, endorsement, or certificate of insurance with or without cause.
- F. Owner may, in writing and at its sole discretion, modify the insurance requirements.

## **ITEM 5 - STATE SPECIFIC SUPPLEMENTARY CONDITIONS**

# <u>Alabama</u>

## **RETENTION APPLIED TO CONTRACTOR PAYMENTS FOR PROJECTS IN ALABAMA:**

Replace section 9.5 F of the General Conditions with the following:

F. In addition and notwithstanding the forgoing, Owner may also withhold and retain 10% of payments made to Contractor until the work is 50% complete. Thereafter, Owner may continue to hold such retained amounts until completion but no additional retainage based solely on a percentage of the payments being made will be withheld from future payments.

# <u>Arizona</u>

## PAYMENTS AND COMPLETION

Replace subsections 9.3.A of the General Conditions with the following:

A. Architect will, within fourteen (14) Days after receipt of Contractor's payment request, either forward to Owner the payment request certified for such amount as Architect determines is properly due or, if Architect certifies less than the full amount of the payment request, notify Contractor and Owner of Architect's reasons for withholding certification of the full amount requested.

Replace subsections 9.4.A of the General Conditions with the following:

- A. Architect may withhold certification of a payment request in whole or in part to the extent reasonably necessary to protect Owner if, in the opinion of Architect, the representations to Owner required by Section 9.3, Paragraph B cannot be accurately made. If Architect is unable to certify payment in the amount of the payment request, Architect will notify Contractor and Owner as provided in Section 9.3, Paragraph A. If Contractor and Architect cannot agree on a revised amount, Architect will promptly certify a payment request for the amount for which Architect is able to make such representations to Owner. Architect may also decide not to certify payment or, because of subsequently discovered evidence or subsequent observations, may nullify the whole or a part of a payment request previously certified, to such extent as may be necessary in Architect's opinion to protect Owner from loss because of:
  - 1. Defective Work or materials not remedied;
  - 2. Unsatisfactory job progress;
  - 3. Third-party claims filed or reasonable evidence indicating probable filing of such claims;
  - 4. Failure of Contractor or Subcontractors to make timely payments for labor, materials, equipment, construction or services;
  - 5. Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
  - 6. Damage to Owner or another contractor for which Contractor is responsible;
  - 7. Disputed work or materials;
  - 8. Reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance will not be adequate to cover the cost of completing the Work and damages for the anticipated delay; or
  - 9. Contractor's failure to comply with material provisions of the Contract Documents.

#### Replace subsections 9.5.A of the General Conditions with the following:

A. Owner will pay Contractor progress payments within the parameters of Sections 9.2 through 9.4 within seven (7) Days after Owner receives the certified payment request from Architect.

#### Replace subsections 9.5.F and 9.5.G of the General Conditions with the following:

F. Owner may withhold up to 150% of the direct costs and expenses the Owner reasonably expects to incur to protect the Owner from loss for which the Contractor is responsible and that results from the Contractor's failure to complete portions of the Work at the time of substantial completion or for any reasons set forth in writing.

- G. Owner may also withhold 10% retention from each payment request.
- H. After Contractor achieves Substantial Completion of the Project, it shall submit to Owner a payment request for retained funds and deliver to Architect Owner's form entitled "Contractor's Substantial Completion Affidavit and Consent of Surety" fully executed by Contractor and its surety. Architect will, within fourteen (14) days of Contractor's request for release of retention, forward to Owner the release-of-retention request certified for such amount as Architect determines is properly due. If Architect certifies less than the full amount of the request-for-retention request, Architect will notify Contractor and Owner of Architect's reasons for withholding certification of the full amount requested.
- I. Owner will pay any unpaid retention amounts, less any amounts withheld pursuant to Section 9.4, within seven (7) days after Owner receives the certified release-of-retention request from Architect.

## Replace the entirety of subsection 9.6 of the General Conditions with the following:

- A. Upon completion of the Work including all of the remaining items of Work identified in the Certificate of Substantial Completion, Contractor will:
  - 1. Give written notice of completion of the Work to Architect;
  - 2. Provide to Architect conditional or unconditional releases or waivers of lien signed by Contractor and all Subcontractors performing work and/or providing labor, materials or equipment for the Project; and
  - 3. Provide to Owner all manufacturer's and other warranties and guarantees required by the Contract Documents, properly signed and endorsed to Owner.
- B. After Contractor submits the above-listed documents, Contractor shall provide Architect with Contractor's final payment request. Upon receipt of such payment request, Architect will promptly inspect the Work. If the Architect finds that the Work (including all remaining items of Work identified in the Certificate of Substantial Completion) has been completed in accordance with the Contract Documents, Architect will certify the final payment request within fourteen (14) days after receiving a final payment request from Contractor, either forward to Owner the final payment request certified for such amount as Architect determines is properly due or, if Architect certifies less than the full amount of the payment request, notify Contractor and Owner of Architect's reasons for withholding certification of the full amount requested.
- C. Owner will make full and final payment of the Contract Sum within seven (7) Days after completion of all of the following requirements;
  - 1. Architect has declared to Owner in writing that the Work is complete;
  - Architect has received from Contractor conditional or unconditional releases or waivers of lien signed by all Subcontractors performing work and/or providing labor, materials or equipment for the Project;
  - 3. Contractor has submitted Contractor's final payment request;
  - 4. Contractor has provided to Owner all manufacturer's and other warranties and guarantees required by the Contract Documents, properly signed and endorsed to Owner; and
  - 5. Owner receives the certified final payment request from Architect.
- D. If the aggregate of previous payments made by Owner exceeds the amount due Contractor, Contractor will reimburse the difference to Owner within ten (10) Days after receipt of Written Notice from Owner requesting such payment.
- E. Acceptance of final payment by Contractor or any Subcontractor will constitute a waiver of claims

by the payee except for those claims previously made in writing pursuant to Section 7 and identified by Contractor in its affidavit as still pending.

# PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND FOR PROJECTS IN ARIZONA:

Add the following provisions as section 11.2(A)(5) and (6) of the General Conditions:

- 5. Have print size no smaller than 10 point type, have at least a one-half inch margin across the top, bottom and the left and right sides from top to bottom, and the first page will have a top margin of at least two inches.
- 6. Have a provision allowing the prevailing party in a suit on such bond to recover as a part of the judgment reasonable attorneys' fees.

Add the following as section 11.2(D) of the General Conditions:

D. Contractor will record the payment bond, together with a copy of the Contract, which contract must contain a legal description of the land on which the work is to be performed, with the county recorder in the county where the Project is located.

## <u>Arkansas</u>

N/A

## <u>California</u>

# PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND FOR PROJECTS IN CALIFORNIA:

Replace section 11.2. of the General Conditions with the following -

## 11.2 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

- A. Prior to commencement of the Work or within ten (10) days after signing the Agreement, whichever is earlier, Contractor will furnish to Owner a performance bond and a labor and material payment bond each in an amount equal to one hundred percent (100%) of the Contract Sum as security for all obligations arising under the Contract Documents. Such bonds will:Be written on Form AIA Document A312 (1984).
  - 2. Be issued by a surety company or companies licensed in the state in which the Project is located and holding valid certificates of authority under Sections 9304 to 9308, Title 31, of the United States Code as acceptable sureties or reinsurance companies on federal bonds.
  - 3. Have a penal sum obligation not exceeding the authorization shown in the current revision on Circular #570 as issued by the United States Treasury Department, i.e. "Treasury List".
  - 4. Be accompanied by a certified copy of the power of attorney stating the authority of the attorney-in-fact executing the bond son behalf of the surety.
- B. The payment bond shall be conditioned for the payment in full of the claims of all claimants and shall by its terms inure to the benefit of all claimants so as to give a claimant a right of action to enforce liability on the bond.
- C. Owner reserves the right to reject any surety company, performance bond, or labor and material payment bond with or without cause.
- D. The cost of the bonds as required above will be the obligation of Contractor.
- E. Before the commencement of Work on the Project, the Contractor shall, on behalf of the Owner, record the payment bond together with a copy of the Contract, with the county recorder in the county where the Project is located.

# <u>Colorado</u>

## COLORADO STATE SALES TAX:

Add the following to the General Conditions:

- 1. Contractor will make an application to State Department of Revenue for certificate of exemption to permit purchase of building materials for construction of this Project without payment of Sales Tax. Applications and certificates will be on forms provided by the Department of Revenue.
- 2. Prior to start of construction, Contractor will furnish to the Owner copies of the applications submitted and certificates obtained. Upon receipt of the certificate Contractor shall make a copy for each subcontractor involved in the Project and complete it by filling in the subcontractor's name and address and signing it. The original certificate and copies of all certificates that the Contractor issues to subcontractors should be kept at the Contractor's place of business for a minimum of three years.
- 3. The Owner's sales tax exemption number for the State of Colorado is 98-01587.

# **Connecticut**

## **RETENTION APPLIED TO CONTRACTOR PAYMENTS FOR PROJECTS IN CONNECTICUT:**

Replace section 9.5.F of the General Conditions with the following:

F In addition and notwithstanding the foregoing, Owner may also withhold and retain 5% of payments made to Contractor.

## PAYMENT OF RETAINED FUNDS IN CONNECTICUT:

Replace section 9.5 G of the General Conditions with the following:

G. Owner will pay any unpaid retention less any amounts withheld pursuant to Section 9.4 within thirty (30) days after Contractor achieves Substantial Completion, submits its payment request for retained funds, delivers to the Architect Owner's form entitled "Contractor's Substantial Completion Affidavit and Consent of Surety" fully executed by Contractor and its surety, obtains Waiver and Release documents executed by all subcontractors and suppliers having claim against the retained funds, and Owner receives a certificate of occupancy.

#### CONNECTICUT STATE SALES TAX:

Add the following to the General Conditions:

1. Sales of materials and supplies that will be physically and permanently incorporated into the construction project should be exempt from Connecticut state sales tax. The Owner's sales tax exemption number for the State of Connecticut is E-9613.

## **Delaware**

N/A

## District of Columbia

#### WASHINGTON D.C. SALES TAX:

Add the following to the General Conditions:

- 1. Materials that will be physically incorporated into and made a part of the Owner's real property may be purchased by the Contractor free of Washington D.C. sales tax.
- 2. The Owner's tax exempt number is 8661-0185848-001.

3. Contractor is responsible for submitting the Tax Exempt Purchase Certificate Form for real property projects on behalf of the Owner.

# <u>Florida</u>

## NOTICE OF COMMENCEMENT

Add the following to the General Conditions:

Before commencing the Project, Contractor shall record a notice of commencement in the clerk's office and post a certified copy thereof. The notice of commencement shall substantially comply with the form in Florida Statutes 713.13 and contain the following information:

- 1. A description sufficient for identification of the real property to be improved. The description should include the legal description of the property and also should include the street address and tax folio number of the property if available or, if there is no street address available, such additional information as will describe the physical location of the real property to be improved.
- 2. A general description of the improvement.
- 3. The name and address of the owner, the owner's interest in the site of the improvement, and the name and address of the fee simple titleholder, if other than such owner. A lessee who contracts for the improvements is an owner as defined under Florida Statutes s. 713.01(23) and must be listed as the owner together with a statement that the ownership interest is a leasehold interest.
- 4. The name and address of the contractor.
- 5. The name and address of the surety on the payment bond under Florida Statutes s. 713.23, if any, and the amount of such bond.
- 6. The name and address of any person making a loan for the construction of the improvements.
- 7. The name and address within the state of a person other than himself or herself who may be designated by the owner as the person upon whom notices or other documents may be served under this part; and service upon the person so designated constitutes service upon the owner.

A copy of the payment bond, if any, must be attached at the time of recordation of the notice of commencement.

## PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

Add the following provisions as section 11.2(D); (E); and (F) of the General Conditions:

11.2 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

- D. The payment bond shall be furnished by the contractor in at least the amount of the original contract price before commencing the construction of the improvement under the Agreement, and a copy of the bond shall be attached to the notice of commencement when the notice of commencement is recorded. The bond shall be executed as surety by a surety insurer authorized to do business in Florida.
- E. The payment bond shall also include the following language: THE CONDITION OF THIS BOND is that if Principal:
  - 1. Promptly makes payment to all lienors supplying labor, material, and supplies used directly or indirectly by Principal in the prosecution of the work provided in the Agreement, the Agreement being made a part of this bond by reference; and
  - 2. Pays Owner all loss, damage, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of default by Principal under paragraph 1 of this bond;

Then this bond is void; otherwise, it remains in full force.

F. The Owner, Contractor, and/or Surety shall furnish a true copy of the bond at the cost of reproduction to any lienor demanding it.

## <u>Georgia</u> N/A

# <u>Hawaii</u>

N/A

# <u>Idaho</u>

## **RETENTION APPLIED TO CONTRACTOR PAYMENTS FOR PROJECTS IN IDAHO:**

Replace section 9.5.F of the General Conditions with the following:

F In addition and notwithstanding the foregoing, Owner may also withhold and retain 5% of payments made to Contractor.

## PAYMENT OF RETAINED FUNDS IN IDAHO:

Replace section 9.5 G of the General Conditions with the following:

G. Owner will pay any unpaid retention less any amounts withheld pursuant to Section 9.4 within thirty (30) days after Contractor achieves Substantial Completion, submits its payment request for retained funds, delivers to the Architect Owner's form entitled "Contractor's Substantial Completion Affidavit and Consent of Surety" fully executed by Contractor and its surety, obtains Waiver and Release documents executed by all subcontractors and suppliers having claim against the retained funds, and Owner receives a certificate of occupancy.

## <u>Illinois</u>

## ILLINOIS STATE PROGRESS PAYMENTS AND FINAL PAYMENT:

Add the following as section 9.4.A.8 of the General Conditions:

#### 9.4 DECISION TO WITHHOLD CERTIFICATION AND PAYMENT

8. Contractor's failure to provide the notice to Owner as required under section 3.16.

Add the following as section 9.5.H of the General Conditions:

#### 9.5 **PROGRESS PAYMENTS**

H. Notwithstanding any provision to the contrary, Owner is not required to make payments to Contractor until Contractor provides Owner sufficient evidence of Contractor's compliance with the notices required by section 3.16.

## NOTICE OF SUBCONTRACTORS FOR PROJECTS IN ILLINOIS:

Add the following as section 3.16 of the General Conditions:

#### 3.16 **CONTRACTOR TO PROVIDE NOTICE OF SUBCONTRACTORS**

Contractor shall provide to Owner a statement of names and addresses of all those furnishing for this Project labor, services, material, fixtures, apparatus or machinery, and form or forms work, as well as the amounts due or to become due to such persons / entities. Such notice shall be in writing and under oath or verified by affidavit.

#### ILLINOIS STATE SALES TAX:

Add the following to the General Conditions:

1. Sales of materials to construction contractors for incorporation into the Owner's real estate may be exempt from Illinois state sales tax. (Sales of tools, fuel, lumber for forms, and other end use

or consumption items to contractors who do not incorporate these items into real estate are subject to Illinois state sales tax.)

- 2. Contractor will obtain and provide subcontractors and suppliers with a certificate that
  - States the construction contractor's purchases are for conversion into real estate under a contract with the Owner;
  - Identifies the Owner by name and address; and
  - States on what date the contract was entered into.

The Contractor will also provide subcontractors and suppliers with the sales tax exemption number for Owner. The Owner's sales tax exemption number for the State of Illinois is E9986-4045-06.

## <u>Indiana</u>

#### INDIANA STATE SALES TAX:

Add the following to the General Conditions:

1. Purchase of materials and supplies should be exempt from Indiana state sales tax. The Owner's sales tax exemption number for the State of Indiana is 7343965.

## <u>lowa</u>

N/A

## <u>Kansas</u>

#### **RETENTION APPLIED TO CONTRACTOR PAYMENTS FOR PROJECTS IN KANSAS:**

Replace section 9.5.F of the General Conditions with the following:

F In addition and notwithstanding the foregoing, Owner may also withhold and retain 5% of payments made to Contractor.

#### PAYMENT OF RETAINED FUNDS IN KANSAS:

Replace section 9.5 G of the General Conditions with the following:

G. Owner will pay any unpaid retention less any amounts withheld pursuant to Section 9.4 within thirty (30) days after Contractor achieves Substantial Completion, submits its payment request for retained funds, delivers to the Architect Owner's form entitled "Contractor's Substantial Completion Affidavit and Consent of Surety" fully executed by Contractor and its surety, obtains Waiver and Release documents executed by all subcontractors and suppliers having claim against the retained funds, and Owner receives a certificate of occupancy.

#### KANSAS STATE SALES TAX:

#### Add the following to the General Conditions:

- 1. Upon obtaining a certificate of tax exemption for the project, an exemption from Kansas state sales tax should be allowed for tangible personal property and services purchased by Contractor for the project. Purchases of construction machinery, equipment or tools for the project are not exempt but rather are subject to state sales tax.
- 2. Prior to beginning work on the project, Contractor will assist the Owner in making a timely application to the State for a certificate of tax exemption for the project. After the certificate of tax exemption is obtained from the State, Contractor will furnish the number of the certificate to all suppliers from whom it makes purchases; and all such suppliers shall execute invoices covering the items purchased bearing the number of such certificate. In addition, upon completion of the project, Contractor will timely furnish to Owner a sworn statement (on the form provided by the Kansas Director of Taxation) that all purchases made under such exemption certificate were entitled to the tax exemption. All invoices for such tax

# Kentucky

## **RETENTION APPLIED TO CONTRACTOR PAYMENTS FOR PROJECTS IN KENTUCKY:**

Replace section 9.5.F of the General Conditions with the following:

F. In addition and notwithstanding the foregoing, for payments to Contractor before the Project has reached fifty-one percent (51%) completion, Owner may withhold and retain 10% of such payments made to Contractor. For payments to Contractor after the Project has reached fifty-one percent (51%) completion, Owner may withhold and retain 5% of such payments made to the Contractor.

#### Replace section 9.5.G of the General Conditions with the following:

G. Owner will pay any unpaid retention less any amounts withheld pursuant to Section 9.4 within thirty (30) days after Contractor achieves Substantial Completion, submits its payment request for retained funds, delivers to the Architect Owner's form entitled "Contractor's Substantial Completion Affidavit and Consent of Surety" fully executed by Contractor and its surety, obtains Waiver and Release documents executed by all subcontractors and suppliers having claim against the retained funds, and Owner receives a certificate of occupancy.

## <u>Louisiana</u>

N/A

## <u>Maine</u>

#### MAINE STATE SALES TAX:

Add the following to the General Conditions:

- 1. The General Contractor should be exempt from Maine state sales tax on its purchases for this project.
- 2. The Owner's tax exempt number is 20460.

## Maryland

#### **RETENTION APPLIED TO CONTRACTOR PAYMENTS FOR PROJECTS IN MARYLAND:**

Replace section 9.5.F of the General Conditions with the following:

F In addition and notwithstanding the foregoing, Owner may also withhold and retain 5% of payments made to Contractor.

#### MARYLAND STATE SALES TAX:

Add the following to the General Conditions:

- 1. The General Contractor should be exempt from Maryland state sales tax on its purchases for this project.
- 2. The Owner's tax exempt number is 29020063.

## **Massachusetts**

#### MASSACHUSETTS STATE SALES TAX:

Add the following to the General Conditions:

- 1. The General Contractor and its subcontractors should be exempt from Massachusetts state sales tax on purchases for this project. Contractors will obtain and complete state form ST-5C and submit it to Owner for signature and return. Contractor will then use the completed Purchase Certificate in making purchases for this Project.
- 2. The Owner's tax exempt number is E870-234-341.

## <u>Michigan</u>

## NOTICE OF COMMENCEMENT

Add the following to the General Conditions:

Before commencing the Project, Contractor shall record a Notice of Commencement in the office of the register of deeds for each county in which the real property to be improved is located and post a copy thereof in a conspicuous place on the property. The notice of commencement shall substantially comply with the form in Michigan Compiled Laws 570.1108 and contain the following information:

- 1. The legal description of the real property on which the improvement is to be made conforming with Michigan Compiled Laws sections 560.212 and 560.255.
- 2. The name, address, and capacity of the signor for the Owner.
- 3. The name and address of Owner's designee signing on behalf of Owner.
- 4. The name and address of the general contractor, if any.
- 5. The following statement:

To lien claimants and subsequent purchasers:

Take notice that work is about to commence on an improvement to the real property described in this instrument. A person having a construction lien may preserve the lien by providing a notice of furnishing to the above-named designee and the general contractor, if any, and by timely recording a claim of lien, in accordance with law.

A person having a construction lien arising by virtue of work performed on this improvement should refer to the name of the Owner or lessee and the legal description appearing in this Notice. A person subsequently acquiring an interest in the land described is not required to be named in a claim of lien.

A copy of this Notice with an attached form for notice of furnishing may be obtained upon making a written request by certified mail to the above-named Owner or lessee; the designee; or the person with whom you have contracted.

- 6. The name and address of the person preparing the Notice.
- 7. An affidavit of the Owner or the agent of the Owner which verifies the Notice.

Contractor must provide to Owner a copy of the Notice as well as prepare and provide to Owner the Affidavit verifying the Notice for Owner's signature no later than seven (7) days prior to the time Contractor needs to receive the Affidavit back from Owner in order for Contractor to timely finalize and record the Notice of Commencement with its attachments.

In addition to recording and posting the Notice of Commencement, Contractor shall provide the Notice of Commencement and a blank notice of furnishing (described in Michigan Compiled Laws 570.1108), from time to time, to the property Owner as well as all subcontractors, laborers, or suppliers who request the Notice of Commencement.

### CONTRACTOR TO PROVIDE SWORN STATEMENTS

Notwithstanding all other terms and conditions of the Contract Documents, Owner has the right (but no obligation) to require Contractor to submit to Owner a sworn statement that complies with Michigan Compiled Laws 570.1110 prior to the time payment is due or otherwise from time to time.

# <u>Minnesota</u>

#### **RETENTION APPLIED TO CONTRACTOR PAYMENTS FOR PROJECTS IN MINNESOTA:**

Replace section 9.5.F of the General Conditions with the following:

F. In addition and notwithstanding the foregoing, Owner may also withhold and retain 5% of payments made to Contractor.

# <u>Mississippi</u>

N/A

# <u>Missouri</u>

## **PAYMENT OF RETAINED FUNDS IN MISSOURI:**

#### Replace section 9.5 G of the General Conditions with the following:

G. Owner will pay any unpaid retention less any amounts withheld pursuant to Section 9.4 within thirty (30) days after Contractor achieves Substantial Completion, submits its payment request for retained funds, delivers to the Architect Owner's form entitled "Contractor's Substantial Completion Affidavit and Consent of Surety" fully executed by Contractor and its surety, obtains Waiver and Release documents executed by all subcontractors and suppliers having claim against the retained funds, and Owner receives a certificate of occupancy.

## MISSOURI STATE SALES TAX:

Add the following to the General Conditions:

- 1. The Church of Jesus Christ of Latter-day Saints is a Religious Organization exempt from sales tax in accordance with Section 144.062 RSMO as modified by the 1994 Missouri General Assembly.
- 2. The Owner will furnish a 'Missouri Project Exemption Certificate' and a MO Tax Exemption Letter' to the Contractor.
- 3. The Owner's tax exempt number is 12473863.

## <u>Montana</u>

#### **RETENTION APPLIED TO CONTRACTOR PAYMENTS FOR PROJECTS IN MONTANA:**

Replace section 9.5.F of the General Conditions with the following:

F In addition and notwithstanding the foregoing, Owner may also withhold and retain 5% of payments made to Contractor.

## <u>Nebraska</u>

#### NEBRASKA STATE SALES TAX:

#### Add the following to the General Conditions:

- 1. Pursuant to applicable laws, Contractor will make application to The Nebraska Department of Revenue to act as prime contractor for approval to use Owner's tax exempt number to permit the purchase of building materials for construction of this Project without payment of sales and use tax. Contractor may delegate its authority to its subcontractors as allowed by law to act as the purchasing agent for tax exemption purposes. Subcontractors shall follow the same application and compliance requirements as the Contractor. Applications will be on forms provided by The Nebraska Department of Revenue.
- 2. Prior to start of construction, Contractor will furnish copies of the submitted application forms to Owner.

## **NEVADA NOTICE OF COMPLETION:**

Add the following to the General Conditions:

- A. Within five (5) calendar days of final completion of the Project and in compliance with Section 108.228 Nevada Revised Statutes, Contractor shall, on behalf of the Owner, file with the office of the county recorder of the county where the property is located, and copy to Owner, a notice of completion which shall include, without limitation, the following:
  - 1. The date of completion of the work of improvement;
  - 2. The owner's name, the address of the owner, and the nature of the title of any person signing the notice;
  - 3. A description of the property sufficient for identification;
  - 4. The name of the prime contractor or contractors, if any.

Contractor shall verify the notice of completion on the Owner's behalf.

- B. Upon recording the notice, Contractor shall within ten (10) days deliver a copy of the notice by certified mail to each prime contractor and each potential lien claimant who, before the notice was recorded, either submitted a request to the owner to receive the notice or delivered a preliminary notice of right to lien.
- C. Notwithstanding any other provision of the Contract Documents to the contrary, Contractor and Owner agree that any breach or failure to comply with this Section by the Contractor will constitute a breach of contract and the Contractor will be liable for any direct, indirect, or consequential damages to the Owner flowing from this breach.

## **RETENTION APPLIED TO CONTRACTOR PAYMENT FOR PROJECTS IN NEVADA:**

Replace section 9.5.F of the General Conditions with the following:

F. In addition and notwithstanding the foregoing, Owner may also withhold and retain 5% of payments made to Contractor.

## New Hampshire

N/A

## New Jersey

## NEW JERSEY STATE SALES TAX:

Add the following to the General Conditions:

- 1. The General Contractor should be exempt from New Jersey state sales tax on its purchases for this project.
- 2. The Owner's tax exempt number is EO-237-300-405.

#### New Mexico

#### **RETENTION APPLIED TO CONTRACTOR PAYMENTS FOR PROJECTS IN NEW MEXICO:**

Delete section 9.5 F of the General Conditions.

#### NEW MEXICO STATE PROGRESS PAYMENTS AND FINAL PAYMENT:

Replace Sections 9.5 subsections A, C and G of the General Conditions with the following:

#### 9.5 PROGRESS PAYMENTS

- A. Owner will pay Contractor progress payments within the parameters of Sections 9.2 through 9.4 within twenty-one (21) days after Owner receives the certified payment request from Architect.
- C. Contractor and all Subcontractors will, within seven (7) days after receipt of payment, pay to their subcontractors and suppliers the amounts paid for work performed and materials supplied on the construction project.
- G. Owner will pay any unpaid retention less any amounts withheld pursuant to Section 9.4 within twenty-one (21) days after Contractor submits its undisputed payment request for retained funds and delivers to Architect Owner's form entitled "Contractor's Substantial Completion Affidavit and Consent of Surety" fully executed by Contractor and its surety.

Replace Section 9.6. subsection A of the General Conditions with the following:

## 9.6 FINAL PAYMENT

- A. Owner will make full and final payment within twenty-one (21) days of the completion of all of the following requirements:
  - 1. Contractor has submitted to Owner Contractor's final payment request;
  - 2. Architect has declared to Owner in writing that the Work is complete; and
  - 3. Contractor has obtained waiver and release upon final payment documents executed by all of the subcontractors performing work and/or providing materials covered by the Contractor's final payment request; and
  - 4. Contractor has provided to Owner all manufacturers' and other warranties and guaranties, properly signed and endorsed to Owner, that are required by the Contract Documents. (Delivery of such guaranties and warranties will not relieve Contractor of any obligation assumed under any other provision of the Contract Documents.)

## PAYMENT OF SUBCONTRACTORS AND MATERIALMEN FOR PROJECTS IN NEW MEXICO:

Replace Section 5.2.B of the General Conditions with the following:

#### 5.2 SUBCONTRACTUAL RELATIONS

B. Contractor agrees to make prompt payment to its Subcontractors within seven (7) days of Contractor's receipt of payment from Owner for that portion of the funds received which represents the Subcontractor's portion of the Work completed to Contractor's satisfaction for which payment was made by Owner. Failure of Contractor to make payment within that seven (7) day period will subject Contractor to pay interest to its Subcontractors on the undisputed amount at one and one-half percent per month or fraction of a month until payment is issued. Contractor agrees to require of its Subcontractors that they make prompt payment to their subcontractors within seven (7) days of their receipt of payment from the Contractor for that portion of the funds received which represents their subcontractor's portion of the Work completed and to be subject to interest at one and one-half percent per month on undisputed amounts not paid to their subcontractors within that seven (7) day period.

## New York

#### PAYMENT OF RETAINED FUNDS IN NEW YORK:

Replace section 9.5 G of the General Conditions with the following:

G. Owner will pay any unpaid retention less any amounts withheld pursuant to Section 9.4 within thirty (30) days after Contractor achieves Substantial Completion, submits its payment request for retained funds, delivers to the Architect Owner's form entitled "Contractor's Substantial Completion Affidavit and Consent of Surety" fully executed by Contractor and its surety, obtains Waiver and Release documents executed by all subcontractors and suppliers having claim against the retained funds, and Owner receives a certificate of occupancy.

#### NEW YORK STATE SALES TAX:

Add the following to the General Conditions:

- 1. Exemption from tax is allowed for materials sold to the Contractor for this project. For equipment rentals as well as any materials not used in the building, the Contractor is subject to New York sales tax.
- 2. The Owner's tax exempt number is 105318.

## North Carolina

#### NORTH CAROLINA STATE SALES TAX:

Add the following to the General Conditions:

- 1. At end of each calendar quarter, Contractor will provide Owner with the following information from invoices for materials and sub-contract work where North Carolina sales tax has been paid:
  - a. Date of invoice
  - b. Amount of tax
  - c. Name and address of person or company.

#### LIEN AGENT

#### Add the following to the General Conditions:

Where the Contract Sum exceeds Thirty Thousand Dollars (\$30,000), Contractor on behalf of Owner shall, simultaneous with the execution of the Agreement and at Contractor's sole expense, obtain and maintain throughout the duration of the Project a lien agent for the Project in satisfaction of North Carolina statutes G.S. § 44A-11.1 & § 44A-11.2. In addition, Contractor shall satisfy all notice requirements under applicable law regarding the lien agent, including, without limitation, providing written information of the lien agent in the building permit and/or on a sign posted and maintained on the Project Site.

## North Dakota

#### **RETENTION APPLIED TO CONTRACTOR PAYMENTS FOR PROJECTS IN NORTH DAKOTA:**

Replace section 9.5 F of the General Conditions with the following:

F. In addition and notwithstanding the forgoing, Owner may also withhold and retain 10% of payments made to Contractor until the work is 50% complete. Thereafter, Owner may continue to hold such retained amounts until completion but no additional retainage based solely on a percentage of the payments being made will be withheld from future payments.

## <u>Ohio</u>

## OHIO STATE SALES TAX:

Add the following to the General Conditions:

1. Contractor's purchases of materials to be used for this project should be exempt from Ohio state sales tax. Contractor will issue exemption certificates to suppliers.

#### **OHIO STATE NOTICE OF COMMENCEMENT:**

Add the following to the General Conditions:

1. In accordance with State of Ohio lien laws, Owner may file Notice of Commencement with the County Recorder of the county in which the Project is located and provide a copy of that

notice to Contractor. Contractor will be responsible for distributing notice to subcontractors and suppliers.

# <u>Oklahoma</u>

## OKLAHOMA STATE SALES TAX

Add the following to the General Conditions:

- 1. The General Contractor and its subcontractors should be exempt from Oklahoma state sales tax on purchases for this project.
- 2. The Owner will provide a copy of its exemption documentation.
- 3. In compliance with Oklahoma Rule 710:65-7-13, Contractor will, on the face of each invoice or sales receipt, set out the name of the Owner, that the purchases are being made on behalf of the Owner, and that the purchases are necessary for the completion of the Agreement.

## <u>Oregon</u>

#### **RETENTION APPLIED TO CONTRACTOR PAYMENTS FOR PROJECTS IN OREGON:**

Replace section 9.5.F of the General Conditions with the following:

F In addition and notwithstanding the foregoing, Owner may also withhold and retain 5% of payments made to Contractor.

#### PAYMENT OF RETAINED FUNDS IN OREGON:

Replace section 9.5 G of the General Conditions with the following:

G. Owner will pay any unpaid retention less any amounts withheld pursuant to Section 9.4 within thirty (30) days after Contractor achieves Substantial Completion, submits its payment request for retained funds, delivers to the Architect Owner's form entitled "Contractor's Substantial Completion Affidavit and Consent of Surety" fully executed by Contractor and its surety, obtains Waiver and Release documents executed by all subcontractors and suppliers having claim against the retained funds, and Owner receives a certificate of occupancy.

## Pennsylvania

#### PAYMENT OF RETAINED FUNDS IN PENNSYLVANIA:

Replace section 9.5 G of the General Conditions with the following:

G. Owner will pay any unpaid retention less any amounts withheld pursuant to Section 9.4 within thirty (30) days after Contractor achieves Substantial Completion, submits its payment request for retained funds, delivers to the Architect Owner's form entitled "Contractor's Substantial Completion Affidavit and Consent of Surety" fully executed by Contractor and its surety, obtains Waiver and Release documents executed by all subcontractors and suppliers having claim against the retained funds, and Owner receives a certificate of occupancy.

#### PENNSYLVANIA STATE SALES TAX:

Add the following to the General Conditions:

 Sales of certain materials to construction contractors for incorporation into the Owner's real estate may be exempt from Pennsylvania state sales tax. Pennsylvania law 72 P.S. § 7201 allows construction contractors to claim the Owner's sales tax exemption for "Building Machinery and Equipment" that is transferred pursuant to the construction contract to the Owner. "Building Machinery and Equipment" is "[g]eneration equipment, storage equipment, conditioning equipment, distribution equipment and termination equipment" limited to the following:

- i. air conditioning limited to heating, cooling, purification, humidification, dehumidification and ventilation;
- ii. electrical;
- iii. plumbing;
- iv. communications limited to voice, video, data, sound, master clock and noise abatement;
- v. alarms limited to fire, security and detection;
- vi. control system limited to energy management, traffic and parking lot and building access;
- vii. medical system limited to diagnosis and treatment equipment, medical gas, nurse call and doctor paging;
- viii. laboratory system;
- ix. cathodic protection system; or
- x. furniture, cabinetry and kitchen equipment.

The definition also explicitly includes: boilers, chillers, air cleaners, humidifiers, fans, switchgear, pumps, telephones, speakers, horns, motion detectors, dampers, actuators, grills, registers, traffic signals, sensors, card access devices, guardrails, medial devices, floor troughs and grates and laundry equipment, together with integral coverings and enclosures, whether or not the item constitutes a fixture or is otherwise affixed to the real estate whether or not damage would be done to the item or its surroundings upon removal or whether or not the item is physically located within a real estate structure.

However, the term "building machinery and equipment" shall not include guardrail posts, pipes, fittings, pipe supports and hangers, valves, underground tanks, wire, conduit, receptacle and junction boxes, insulation, ductwork and coverings thereof.

- Contractor will obtain and provide subcontractors with Pennsylvania Exemption Certificates— Pennsylvania Form Rev-1220 AS—to be filled out and used when purchasing tax-exempt "Building Machinery and Equipment" for the project. For purposes of filling out Form Rev-1220 AS, the Owner's tax exempt number is 75-259-773.
- 3. If Contractor or any subcontractor fails to obtain a sales-tax exemption when purchasing "Building Machinery and Equipment," the Contractor or subcontractor shall be responsible for seeking its own refund of sales tax expending by filing a Refund Petition with the Pennsylvania Department of Revenue Board of Appeals.

# Rhode Island

## RHODE ISLAND STATE SALES TAX:

Add the following to the General Conditions:

- 1. Exemption from Rhode Island state sales tax should be allowed for materials purchased by Contractor for this project. Equipment rentals as well as materials not used in the building are subject to state sales tax.
- 2. The Owner's tax exempt number is 11034.

## South Carolina

N/A

<u>South Dakota</u> N/A

# <u>Tennessee</u>

## RETENTION APPLIED TO CONTRACTOR PAYMENTS FOR PROJECTS IN TENNESSEE:

Replace section 9.5.F and G of the General Conditions with the following:

F. In addition and notwithstanding the foregoing, Owner may also withhold and retain five percent (5%) of payments made to Contractor. These retained funds will be released upon the expiration, discharge, or satisfaction of all liens and pursuant to the requirements set forth in Section 9.6.A. In the event the Contract Sum is \$500,000 or greater, the retained funds will be placed in a separate interest bearing escrow account.

# PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND FOR PROJECTS IN TENNESSEE:

Replace section 11.2. of the General Conditions with the following -

## 11.2 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

- A. Prior to commencement of the Work or within ten (10) days after signing the Agreement, whichever is earlier, Contractor will furnish to Owner the following bonds as security for all obligations arising under the Contract Documents: (1) a performance bond in an amount equal to one hundred percent (100%) of the Contract Sum; (2) A labor and material payment bond, which the Contractor will ensure shall: (a) be in a penal sum at least equal to one hundred percent (100%) of the Contract Sum, (b) be in favor of the Owner, (c) have the written approval of the Owner endorsed on it, (d) be executed by the Contractor as principal and by a corporate surety authorized and admitted to do business in the state of Tennessee and license by the state of Tennessee to executed bonds as surety, (e) be conditioned on prompt payment for every laborer, subcontractor or materialman contracted with or employed to work on buildings, fixtures, machinery, or improvements, or to furnish materials for the same, whether such laborer. subcontractor or materialman was employed or contracted with by the person who originally contracted with the Owner of the premises, or by an immediate or remote subcontractor acting under contract with the Contractor, or any subcontractor, and (f) be conditioned on prompt payment for usual extras not exceeding fifteen percent (15%) of the Contract Sum. In addition, the payment bond shall be amended to indicate the following on the face of the bond: "This Payment Bond is hereby amended and modified so as to be deemed to comply with all requirements of Tennessee Code section 66-11-142(b)." In addition, the performance and payment bonds will:
  - 1. Be written on Form AIA Document A312 (1984);
  - 2. Be issued by a surety company or companies licensed in the state in which the Project is located and holding valid certificates of authority under Sections 9304 to 9308, Title 31, of the United States Code as acceptable sureties or reinsurance companies on federal bonds.
  - 3. Have a penal sum obligation not exceeding the authorization shown in the current revision of Circular #570 as issued by the United States Treasury Department, i.e. "Treasury List".
  - 4. Be accompanied by a certified copy of the power of attorney stating the authority of the attorney-in-fact executing the bonds on behalf of the surety.
- B. Owner reserves the right to reject any surety company, performance bond, or labor and material payment bond with or without cause.
- C. The cost of the bonds as required above will be the obligation of Contractor.
- D. At any time, Owner may record a copy of the payment bond with the register of deeds and/or other appropriate authority for the purpose of discharging any liens registered against the Owner's property. Upon the recording of the payment bond with the register of deeds or other appropriate authority, Contractor and/or Owner shall notify the surety executing the bond of such bond recording for lien discharge. Contractor hereby consents to Owner's recording, authorizes Owner to record, and/or designates Owner as Contractor's agent for recording the payment bond to discharge liens. Contractor also consents, authorizes, and designates Owner to provide notification to the surety. Notwithstanding, such consents, authorizations and designations do not preclude or nullify a recording of the payment bond and attendant notification thereof to the surety by the Contractor.

# <u>Texas</u>

#### **RETENTION APPLIED TO CONTRACTOR PAYMENTS FOR PROJECTS IN TEXAS:**

Replace section 9.5.F and G of the General Conditions with the following:

F. In addition and notwithstanding the foregoing, Owner may also withhold and retain 10% of payments made to Contractor. These retained funds will be released upon the expiration, discharge, or satisfaction of all liens and pursuant to the requirements set forth in Section 9.6.A.

## TEXAS STATE SALES TAX:

Add the following to the General Conditions:

1. The Church of Jesus Christ of Latter-day Saints is a Religious Organization exempt from sales tax under Texas Tax Code §151.310. The general Contractor, when purchasing materials and equipment for this Project, should advise the vendors that Owner is an exempt organization and that no sales tax will be paid.

# PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND FOR PROJECTS IN TEXAS:

Replace section 11.2 of the General Conditions with the following -

## 11.2 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

A. Prior to commencement of the Work or within ten (10) days after signing the Agreement, whichever is earlier, Contractor will furnish to Owner the following bonds as security for all obligations arising under the Contract Documents: (1) a performance bond in an amount equal to one hundred percent (100%) of the Contract Sum; (2) A labor and material payment bond, which the Contractor will ensure shall: (a) be in a penal sum at least equal to one hundred percent (100%) of the Contract Sum, (b) be in favor of the Owner, (c) have the written approval of the Owner endorsed on it. (d) be executed by the Contractor as principal and by a corporate surety authorized and admitted to do business in the state of Texas and licensed by the state of Texas to execute bonds as surety. (e) be conditioned on prompt payment for all labor, subcontracts. materials, specially fabricated materials, and normal and usual extras not exceeding 15 percent of the Contract Sum; and (f) clearly and prominently display on the bond or on an attachment to the bond either: (i) the name, mailing address, physical address, and telephone number, including the area code, of the surety company to which any notice of claim should be sent; or (ii) the tollfree number maintained by the Texas Department of Insurance under Subchapter B. Chapter 521, Insurance Code, and a statement that the address of the surety company to which any notice of claim should be sent may be obtained from the Texas Department of Insurance by calling the toll-free telephone number.

In addition, the performance and payment bonds will:

- 1. Be written on Form AIA Document A312 (1984).
- 2. Be issued by a surety company or companies licensed in the state in which the Project is located and holding valid certificates of authority under Sections 9304 to 9308, Title 31, of the United States Code as acceptable sureties or reinsurance companies on federal bonds.
- 3. Have a penal sum obligation not exceeding the authorization shown in the current revision of Circular #570 as issued by the United States Treasury Department, i.e. "Treasury List."
- 4. Be accompanied by a certified copy of the power of attorney stating the authority of the attorney-in-fact executing the bond on behalf of the surety or sureties.
- B. Owner reserves the right to reject any surety company, performance bond, or labor and material payment bond with or without cause.
- C. The cost of the bonds as required above will be the obligation of Contractor.
- D. Contractor will record the payment bond together with a copy of the Contract, with the county clerk in the county where the Project is located.

<u>Utah</u>

## **RETENTION APPLIED TO CONTRACTOR PAYMENTS FOR PROJECTS IN UTAH:**

Replace section 9.5.F of the General Conditions with the following:

F. In addition and notwithstanding the foregoing, Owner may also withhold and retain 5% of payments made to Contractor. These retention funds will be held in an interest bearing account.

## PAYMENT OF RETAINED FUNDS IN UTAH:

Replace section 9.5 G of the General Conditions with the following:

G. After Contractor achieves Substantial Completion and submits its payment request for retained funds and delivers to the Architect Owner's form entitled "Contractor's Substantial Completion Affidavit and Consent of Surety" fully executed by Contractor and its surety, if any, and provides statutory Conditional Waiver and Release documents executed by all subcontractors and suppliers having claim against the retained funds, Owner will pay any unpaid retention less any amounts withheld pursuant to Section 9.4 within forty-five (45) days from the later of (a) the date Owner received Contractor's payment request for retained funds and fully executed Contractor's Substantial Completion Affidavit and Consent of Surety, (b) the date a certificate of occupancy is issued; (c) the date that a building inspector having authority to issue its own certificate of occupancy does not issue that certificate but permits occupancy.

#### UTAH STATE SALES TAX:

Add the following to the General Conditions:

- 1. Contractors should be exempt on purchases of material installed or converted into real property to be used by the Owner. The Contractor will furnish each vendor with a completed Exemption Certificate Form TC-721. The certificate will be prepared by the Contractor for each vendor in order to obtain the exemption.
- 2. The Owner's tax exempt number is 11871701-002-STC.

#### UTAH NOTICE OF INTENT TO OBTAIN FINAL COMPLETION:

Add the following to the General Conditions:

- A. Contractor shall file with the State Construction Registry, on its own behalf and/or on behalf of Owner, a notice of intent to obtain final completion at least 45 days before the day on which the Owner or Contractor files or could file a notice of completion under Utah Code Ann. Section 38-1a-506 if:
  - 1. The completion of performance time under the original contract for construction work is greater than 120 days;
  - 2. The total original construction contract price exceeds \$500,000; and
  - 3. The original contractor or owner has not obtained a payment bond in accordance with Utah Code Ann. Section 14-2-1.

#### UTAH NOTICE OF COMPLETION:

Add the following to the General Conditions:

- A. Within five (5) calendar days of final completion of the Project and in compliance with Section 38-1a-507 Utah Code Annotated, Contractor shall file with the State Construction Registry, and copy to Owner, a notice of completion which shall include, without limitation, the following:
  - 1. The name, address, telephone number, and email address of the person filing the notice of completion;
  - 2. The name of the county in which the Project and/or Project site is located;
  - 3. The date on which final completion is alleged to have occurred;
  - 4. The method used to determine final completion; and
  - 5. One of the following:

- a. The tax parcel identification number of each parcel included in the Project and/or Project site;
- b. The entry number of a preliminary notice on the same project that includes the tax parcel identification number of each parcel included in the Project and/or Project site; or
- c. The entry number of the building permit issued for the Project.
- B. Notwithstanding any other provision of the Contract Documents to the contrary, Contractor and Owner agree that any breach or failure to comply with this Section by the Contractor will constitute a breach of contract and the Contractor will be liable for any direct, indirect, or consequential damages to the Owner flowing from this breach.

## UTAH PROGRESS PAYMENTS AND FINAL PAYMENT:

Replace Section 9.5.A of the General Conditions with the following:

#### 9.5 PROGRESS PAYMENTS

- A. Owner will pay Contractor progress payments within the parameters of Section 9.2 within fifteen (15) days after:
  - 1. Contractor has submitted a progress payment request;
  - 2. Contractor has obtained Conditional Waiver and Release Upon Progress Payment documents (in content complying with Utah Code § 38-1a-802) executed by each of the subcontractors performing work and/or providing materials covered by the Contractor's progress payment request; and
  - 3. Owner receives the certified payment request from Architect.

Replace Section 9.6.A.3 of the General Conditions with the following:

## 9.6 FINAL PAYMENT

3. Contractor has obtained Waiver and Release Upon Final Payment documents (in content complying with Utah Code § 38-1a-802) executed by each of the subcontractors performing work and/or providing materials covered by the Contractor's final payment request;

## <u>Vermont</u>

#### PAYMENT OF RETAINED FUNDS IN VERMONT:

Replace section 9.5 G of the General Conditions with the following:

G. Owner will pay any unpaid retention less any amounts withheld pursuant to Section 9.4 within thirty (30) days after Contractor achieves Substantial Completion, submits its payment request for retained funds, delivers to the Architect Owner's form entitled "Contractor's Substantial Completion Affidavit and Consent of Surety" fully executed by Contractor and its surety, obtains Waiver and Release documents executed by all subcontractors and suppliers having claim against the retained funds, and Owner receives a certificate of occupancy.

#### VERMONT STATE SALES TAX:

Add the following to the General Conditions:

- 1. Purchases of building materials and supplies should be exempt from Vermont state sales tax if those materials and supplies are consumed in the construction of this Project.
- 2. The Owner's tax exempt number is 450-870234341F-01.

## Virginia

N/A

## **Washington**

### WASHINGTON STATE CONTRACTOR DISCLOSURE NOTICE:

Add the following to the General Conditions:

- 1. For Projects in state of Washington, the Contractor will provide a 'job site' disclosure notice in accordance with Statute 60.04.230. Contractor will post this notice at the job site. This notice will detail the following:
  - a. Legal description and street address of the construction site.
  - b. Property Owner's name, address, and phone number as shown in the Contract Documents.
  - c. Contractor's registration number and identification.
  - d. Contractor's business name, address, and telephone number.

# <u>West Virginia</u>

N/A

<u>Wisconsin</u>

N/A

<u>Wyoming</u>

N/A

END OF DOCUMENT

# DIVISION 01: GENERAL REQUIREMENTS

#### 01 1000 SUMMARY

- 01 1100 SUMMARY OF WORK
- 01 1200 MULTIPLE CONTRACT SUMMARY
- 01 1400 WORK RESTRICTIONS

#### 01 2000 PRICE AND PAYMENT PROCEDURES

- 01 2200 UNIT PRICES
- 01 2900 PAYMENT PROCEDURES

#### 01 3000 ADMINISTRATIVE REQUIREMENTS

- 01 3100 PROJECT MANAGEMENT AND COORDINATION
- 01 3200 CONSTRUCTION PROGRESS DOCUMENTATION
- 01 3300 SUBMITTAL PROCEDURES

#### 01 4000 QUALITY REQUIREMENTS

- 01 4200 REFERENCES
- 01 4301 QUALITY ASSURANCE QUALIFICATIONS
- 01 4523 TESTING AND INSPECTING SERVICES

#### 01 5000 TEMPORARY FACILITIES AND CONTROLS

01 5200 CONSTRUCTION FACILITIES

#### 01 6000 PRODUCT REQUIREMENTS

- 01 6100 COMMON PRODUCT REQUIREMENTS
- 01 6200 PRODUCT OPTIONS
- 01 6600 PRODUCT DELIVERY, STORAGE, AND HANDLING REQUIREMENTS

#### 01 7000 EXECUTION AND CLOSEOUT REQUIREMENTS

- 017300 EXECUTION
- 01 7400 CLEANING AND WASTE MANAGEMENT
- 01 7700 CLOSEOUT PROCEDURES
- 01 7800 CLOSEOUT SUBMITTALS

#### END OF TABLE OF CONTENTS

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## SECTION 01 1100

## SUMMARY OF WORK

## PART 1 - GENERAL

## 1.1 SUMMARY

- A. Section Includes But is Not Limited To:
  - 1. Administrative and procedural requirements Summary of Work requirements.

## 1.2 WORK COVERED BY CONTRACT DOCUMENTS

- A. Provisions contained in Division 01 apply to Sections of Divisions 02 through 49 of Specifications. Instructions contained in Specifications are directed to Contractor. Unless specifically provided otherwise, obligations set forth in Contract Documents are obligations of Contractor.
- B. Contractor shall furnish total labor, materials, equipment, and services necessary to perform The Work in accordance with Contract Documents.

### PART 2 - PRODUCTS Not Used

## PART 3 - EXECUTION Not Used

## END OF SECTION

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#### MULTIPLE CONTRACT SUMMARY

# PART 1 - GENERAL

#### 1.1 SUMMARY

A. Section Includes But is Not Limited To:

1. Administrative and procedural requirements for Multiple Contracts.

#### 1.2 SUMMARY OF CONTRACTS

- A. Owner has issued or will issue separate contracts for operations scheduled to be completed between Notice to Proceed and Substantial Completion.
  - 1. General:
    - a. Schedule performance of work covered by such separate contracts in Contractor's Construction Schedule so as to avoid delays in Substantial Completion. Give written notice to such contractors and to Owner of any revisions to scheduled delivery and work dates at least 90 days in advance.
    - b. Complete work necessary to accommodate items provided under such separate contracts before scheduled date for performance of such work. Contractor will be back charged for actual expenses incurred by Owner for failure to timely complete such work including, but not limited to, cost of crews during downtime or for call backs and costs to correct substrate deficiencies.
    - c. Store and protect completed work provided under separate contracts until date of Substantial Completion.
  - 2. Testing and Inspection. See Section 01 4523 "Testing and Inspection" for testing and inspection, and testing laboratory services for materials, products, and construction methods:
    - a. Drill-In Mechanical Anchors / Adhesive Anchors / Screw Anchors. See Section 03 1511 and Section 04 0519.
- B. Owner has issued or will issue separate contracts for operations normally scheduled to follow Substantial Completion.
  - 1. General:
    - a. Give written notice to such contractors and to Owner of any revisions of scheduled date of Substantial Completion at least 90 days in advance. Contractor will be back charged for actual expenses incurred by Owner for failure to accurately report date of Substantial Completion.
    - b. Complete work necessary to accommodate items provided under such separate contracts before Substantial Completion. Contractor will be back charged for actual expenses incurred by Owner for failure to complete such work before Substantial Completion.

#### PART 2 - PRODUCTS Not Used

### PART 3 - EXECUTION Not Used

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### WORK RESTRICTIONS

## PART 1 - GENERAL

### 1.1 SUMMARY

A. Section Includes But is Not Limited To:

1. Administrative and procedural requirements for Work Restrictions.

## 1.2 **PROJECT CONDITIONS**

- A. During construction period, Contractor will have use of premises for construction operations. Contractor will ensure that Contractor, its employees, subcontractors, and their employees comply with following requirements:
  - 1. Confine operations to areas within Contract limits shown on Drawings. Do not disturb portions of site beyond Contract limits.
  - 2. Do not allow alcoholic beverages, illegal drugs, or persons under their influence on Project site.
  - 3. Do not allow use of tobacco in any form on Project Site.
  - 4. Do not allow pornographic or other indecent materials on site.
  - 5. Do not allow work on Project site on Sundays except for emergency work.
  - 6. Refrain from using profanity or being discourteous or uncivil to others on Project Site or while performing The Work.
  - 7. Wear shirts with sleeves, wear shoes, and refrain from wearing immodest, offensive, or obnoxious clothing, while on Project Site.
  - 8. Do not allow playing of obnoxious and loud music on Project Site. Do not allow playing of any music within existing facilities.
  - 9. Do not build fires on Project Site.
  - 10. Do not allow weapons on Project Site, except those carried by law enforcement officers or other uniformed security personnel who have been retained by Owner or Contractor to provide security services.
- B. Existing Facilities:
  - 1. Reasonably accommodate use of existing facilities by Owner.
- C. Do not load or permit any part of the structure to be loaded with a weight that will endanger its safety. Questions of structural loading as part of construction means and methods shall be addressed by a licensed structural engineer engaged by Contractor, subject to the review by Architect.

## PART 2 - PRODUCTS Not Used

## PART 3 - EXECUTION Not Used

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## UNIT PRICES

## PART 1 - GENERAL

## 1.1 SUMMARY

A. Section Includes But is Not Limited To:1. Administrative and procedural requirements for Unit Prices.

#### 1.2 UNIT PRICE MEASUREMENT

- A. Unit prices listed by Contractor on Bid Form will be used to price changes to Contract Sum. Such unit prices include all labor, material, equipment, overhead, profit, and taxes.
- B. Unit Price Measurement:
  - 1. Keep daily log of each Unit Price item which includes:
    - a. A description of Unit Price Item.
    - b. Quantity.
    - c. Date.
    - d. Time of Day with place for AM and PM.
    - e. Signature of person preparing log.
  - 2. Submit copy of log to Architect with daily construction reports.

#### 1.3 UNIT PRICE PAYMENT

A. Contract Sum will be adjusted by change order to reflect variance, if any, of actual quantities from amount included in base bid for each Unit Price.

## PART 2 - PRODUCTS Not Used

## PART 3 - EXECUTION Not Used

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### PAYMENT PROCEDURES

## PART 1 - GENERAL

## 1.1 SUMMARY

A. Section Includes But is Not Limited To:
 1. Administrative and procedural requirements to prepare and process Applications for Payments.

## 1.2 PAYMENT REQUESTS

- A. Use Payment Request forms provided by Owner.
- B. Each Payment Request will be consistent with previous requests and payments certified by Architect and paid for by Owner.
- C. Request Preparation:
  - 1. Complete every entry on Payment Request form.
  - 2. Entries will match data on approved schedule of values and Contractor's Construction Schedule. Use updated schedules if revisions have been made.
  - 3. Submit signed Payment Request to Architect with current Construction Schedule.
- D. Provide following submittals before or with submittal of Initial Payment Request:
  - 1. List of Subcontractors.
  - 2. Initial progress report.
  - 3. Contractor's Construction Schedule.
  - 4. Submittal Schedule.
- E. Provide Affidavit of Contractor and Consent of Surety with Payment Request following Substantial Completion.

## 1.3 SCHEDULE OF VALUES

- A. Submit schedule of values on Owner's standard form to Architect 20 days minimum before submission of Initial Payment Request as a necessary condition before payment will be processed. Coordinate preparation of schedule of values with preparation of Contractor's Construction Schedule. Correlate line items in Schedule of Values with other required administrative schedules and forms, including:
  - 1. Contractor's Construction Schedule.
  - 2. Payment Request form.

## PART 2 - PRODUCTS Not Used

## PART 3 - EXECUTION Not Used

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## PROJECT MANAGEMENT AND COORDINATION

# PART 1 - GENERAL

### 1.1 SUMMARY

A. Section Includes But is Not Limited To:

1. Administrative and procedural requirements for Project Management and Coordination on Projects.

## 1.2 PROJECT COORDINATION

- A. This Project designation will be included on documents generated for Project by Contractor and Subcontractors, or be present on a cover letter accompanying such documents.
- B. Project designation for this Project is LDS 511-5876-19-0, Bountiful UT S Stake.
- C. This Project designation will be included on documents generated for Project by Contractor and Subcontractors, or be present on a cover letter accompanying such documents.

## 1.3 MULTIPLE CONTRACT COORDINATION

- A. Contractor shall be responsible for accurately maintaining and reporting schedule of The Work from Notice to Proceed to date of Substantial Completion.
- B. Contractor shall be responsible for providing Temporary Facilities And Controls for those who perform work on Project from Notice to Proceed to date of Substantial Completion.
- C. Contractor shall be responsible for providing Construction Waste Management And Disposal services for those who perform work on Project from Notice to Proceed to date of Substantial Completion.
- D. Contractor shall be responsible for Final Cleaning for entire Project.

#### 1.4 PROJECT MEETINGS AND CONFERENCES

- A. Preconstruction Conference:
  - 1. Attend preconstruction conference and organizational meeting scheduled by Architect at Project site or other convenient location.
  - Be prepared to discuss items of significance that could affect progress, including such topics as:
     a. Construction schedule.
    - b. Critical Work sequencing.
    - c. Current problems.
    - d. Designation of responsible personnel.
    - e. Distribution of Contract Documents.
    - f. Equipment deliveries and priorities.
    - g. General schedule of inspections by Architect and its consultants.
    - h. General inspection of tests.
    - i. Office, work, and storage areas.
    - j. Preparation of record documents and O & M manuals.
    - k. Procedures for processing interpretations and Modifications.
    - I. Procedures for processing Payment Requests.
    - m. Project cleanup.

- n. Security.
- o. Status of permits.
- p. Submittal of Product Data, Shop Drawings, Samples, Quality Assurance / Control submittals.
- q. Use of the premises.
- r. Work restrictions.
- s. Working hours.
- 3. Architect will record minutes of meetings and distribute copies to Owner and Contractor within three (3) working days.
- B. Progress Meetings:
  - 1. Attend progress meetings at Project site at regularly scheduled intervals determined by Architect, at least once a month.
  - 2. Progress meetings will be open to Owner, Architect, Subcontractors, and anyone invited by Owner, Architect, and Contractor.
  - 3. Be prepared to discuss items of significance that could affect progress, including following:
    - a. Progress since last meeting.
    - b. Whether Contractor is on schedule.
    - c. Activities required to complete Project within Contract Time.
    - d. Labor and materials provided under separate contracts.
    - e. Off-site fabrication problems.
    - f. Access.
    - g. Site use.
    - h. Temporary facilities and services.
    - i. Hours of work.
    - j. Hazards and risks.
    - k. Project cleanup.
    - I. Quality and Work standards.
    - m. Status of pending modifications.
    - n. Documentation of information for Payment Requests.
    - o. Maintenance of Project records.
  - 4. Architect will prepare minutes of progress meetings and distribute copies of minutes to Owner and Contractor within three (3) working days.
- C. Pre-Installation Conferences:
  - 1. Attend pre-installation conferences specified in Contract Document.
    - a. If possible, schedule these conferences on same day as regularly scheduled Progress Meetings. If this is not possible, coordinate scheduling with Architect.
    - b. Request input from attendees in preparing agenda.
  - 2. Be prepared to discuss following items:
    - a. Requirements of Contract Documents.
    - b. Completed work necessary for installation of items or systems.
    - c. Conditions not in compliance with installation requirements.
    - d. Installation and inspection schedule.
    - e. Coordination between trades.
    - f. Space and access limitations.
    - g. Testing.
  - 3. Architect will prepare meeting minutes and distribute minutes to Owner and Contractor within three (3) working days.

# PART 2 - PRODUCTS Not Used

## PART 3 - EXECUTION Not Used

### CONSTRUCTION PROGRESS DOCUMENTATION

# PART 1 - GENERAL

### 1.1 SUMMARY

A. Section Includes But is Not Limited To:

1. Administrative and procedural requirements for documenting the progress of construction during performance of the Work.

#### 1.2 SCHEDULING OF WORK

- A. Bar Chart Schedule:
  - 1. Submit horizontal bar chart schedule before Preconstruction Conference. Provide separate time bar for each construction activity listed on Owner's payment request form. Within each time bar, show estimated completion percentage. Provide continuous vertical line to identify first working day of each week. Show each activity in chronological sequence. Show graphically sequences necessary for completion of related portions of The Work. As The Work progresses, place contrasting mark in each bar to indicate actual completion.
  - 2. Provide copies of schedule for Architect and Owner and post copy in field office.
  - 3. Revise schedule monthly. Send copy of revised schedule to Owner and Architect and post copy in field office.
  - 4. Project Management Software Programs:
    - a. Any software project management program capable of Bar Chart Scheduling for projects of equal size and complexity is approved by Contractor and approved by Owner's Project Manager.
- B. Daily Construction Reports:
  - 1. Prepare daily reports of operations at Project including at least following information:
    - a. List of Subcontractors at site.
    - b. Approximate count of personnel at site by trade.
    - c. High and low temperatures, general weather conditions.
    - d. Major items of equipment on site.
    - e. Materials, equipment, or Owner-furnished items arriving at or leaving site.
    - f. Accidents and unusual events.
    - g. Site or structure damage by water, frost, wind, or other causes.
    - h. Meetings, conferences, and significant decisions.
    - i. Visitors to the job including meeting attendees.
    - j. Stoppages, delays, shortages, losses.
    - k. Any tests made and their result if known.
    - I. Meter readings and similar recordings.
    - m. Emergency procedures.
    - n. Orders and requests of governing authorities.
    - o. Modifications received, carried out.
    - p. Services connected, disconnected.
    - q. Equipment or system tests and start-ups.
    - r. Brief summary of work accomplished that day.
    - s. Signature of person preparing report.
  - 2. Submit daily reports to Architect at least weekly.
  - 3. Maintain copies of daily reports at field office.

PART 2 - PRODUCTS Not Used

PART 3 - EXECUTION Not Used

#### SUBMITTAL PROCEDURES

## PART 1 - GENERAL

#### 1.1 SUMMARY

A. Section Includes But is Not Limited To:

1. Administrative and procedural requirements for Submittal Procedures.

#### B. Related Requirements:

1. Section 01 7800: 'Closeout Submittals' for administrative and procedural requirements for closeout submittals.

#### 1.2 SUBMITTAL SCHEDULE

- A. Furnish submittal schedule within 20 days after receipt of Notice to Proceed, listing items specified to be furnished for review to Architect including product data, shop drawings, samples, and Informational submittals.
  - 1. Coordinate submittal schedule with Contractor's construction schedule.
  - 2. Enclose the following information for each item:
    - a. Scheduled date for first submittal.
    - b. Related Section number.
    - c. Submittal category.
    - d. Name of Subcontractor.
    - e. Description of part of the Work covered.
    - f. Scheduled date for resubmittal.
    - g. Scheduled date for Architect's final release or approval.
- B. Print and distribute copies to Architect and Owner and post copy in field office. When revisions are made, distribute to same parties and post in same location.
- C. Revise schedule monthly. Send copy of revised schedule to Owner and Architect and post copy in field office.

#### 1.3 SUBMITTAL PROCEDURES

A. Coordination:

- 1. Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently before performance of related construction activities to avoid delay.
  - a. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
  - b. Coordinate transmittal of different types of submittals required for related elements of The Work so processing will not be delayed by need to review submittals concurrently for coordination. Architect reserves right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- 2. Processing Time:
  - a. Allow sufficient review time so installation will not be delayed by time required to process submittals, including time for resubmittals.
    - 1) Allow 21 days for initial review. Allow additional time if processing must be delayed allowing coordination with subsequent submittals. Architect will promptly advise Contractor when submittal being processed must be delayed for coordination.
    - 2) If an intermediate submittal is necessary, process same as initial submittal.

- 3) Allow 10 days for reprocessing each submittal.
- No extension of Contract Time will be authorized because of failure to transmit submittals to Architect in sufficient time before work is to be performed to allow processing.
- 3. Identification:
  - a. Place permanent label or title block on each submittal for identification. Include name of entity that prepared each submittal on label or title block.
    - 1) Provide space approximately 4 by 5 inches on label or beside title block on Shop Drawings to record Contractor's review and approval markings and action taken.
    - 2) Include following information on label for processing and recording action taken:
      - a) Project name.
      - b) Date.
      - c) Name and address of Architect.
      - d) Name and address of Contractor.
      - e) Name and address of Subcontractor.
      - f) Name and address of supplier.
      - g) Name of manufacturer.
      - h) Number and title of appropriate Specification Section.
      - i) Drawing number and detail references, as appropriate.
- 4. Transmittal:
  - a. Package each submittal appropriately for transmittal and handling. Transmit each submittal from Contractor to Architect using transmittal letter. On transmittal, record relevant information and requests for data. Include Contractor's certification that information complies with Contract Document requirements, or, on form or separate sheet, record deviations from Contract Document requirements, including minor variations and limitations.
  - b. Submittals received from sources other than Contractor or not marked with Contractor's approval will be returned without action.

## 1.4 ACTION SUBMITTALS

A. Product Data:

- 1. Submit Product Data, as required by individual Sections of Specifications.
- 2. Mark each copy of each set of submittals to show choices and options used on Project. Where printed Product Data includes information on products that are not required for Project, mark copies to indicate information relating to Project.
- 3. Certify that proposed product complies with requirements of Contract Documents. List any deviations from those requirements on form or separate sheet.
- 4. Submit five copies of each required submittal unless otherwise required. Architect will return three copies marked with action taken and with corrections or modifications required.
- 5. Submit electronic files PDF: Architect will return a PDF copy marked with action taken and with corrections or modifications required.
- B. Shop Drawings:
  - Submit newly prepared graphic data to accurate scale. Except for templates, patterns, and similar full-size Drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches (215 by 280 mm) but no larger than 36 by 48 inches (915 by 1 200 mm). Highlight, encircle, or otherwise show deviations from Contract Documents. Include following information as a minimum:
    - a. Dimensions.
    - b. Identification of products and materials included.
    - c. Compliance with specified standards.
    - d. Notation of coordination requirements.
    - e. Notation of dimensions established by field measurement.
  - Do not reproduce Contract Documents or copy standard information as basis of Shop Drawings. Standard printed information prepared without specific reference to Project is not acceptable as Shop Drawings.
  - 3. Review and designate (stamp) approval of shop drawings. Unless otherwise specified, submit to Architect six copies of shop drawings required by Contract Documents. Shop drawings not required by Contract Documents, but requested by Contractor or supplied by Subcontractor, need not be submitted to Architect for review.

- C. Samples:
  - 1. Submit full-size, fully fabricated Samples cured and finished as specified and physically identical with material or product proposed. Samples include partial sections of manufactured or fabricated components, cuts or containers of materials, color range sets, and swatches showing color, texture, and pattern.
    - a. Mount, display, or package Samples to ease review of qualities specified. Prepare Samples to match samples provided by Architect, if applicable. Include following:
      - 1) Generic description of Sample.
      - 2) Sample source.
      - 3) Product name or name of manufacturer.
      - 4) Compliance with recognized standards.
      - 5) Availability and delivery time.
  - 2. Submit Samples for review of kind, color, pattern, and texture, for final check of these characteristics with other elements, and for a comparison of these characteristics between final submittal and actual component as delivered and installed.
    - a. Where variations in color, pattern, texture or other characteristics are inherent in material or product represented, submit set of three samples minimum that show approximate limits of variations.
    - b. Refer to other specification Sections for requirements for Samples that illustrate workmanship, fabrication techniques, details of assembly, connections, operation and similar construction characteristics.
    - c. Refer to other Sections for Samples to be returned to Contractor for incorporation into The Work. Such Samples shall be undamaged at time of use. On transmittal, indicate special requests regarding disposition of Sample submittals.
  - 3. Where Samples are for selection of color, pattern, texture, or similar characteristics from a range of standard choices, submit full set of choices for material or product. Preliminary submittals will be reviewed and returned with Architect's mark indicating selection and other action.
  - 4. Except for Samples illustrating assembly details, workmanship, fabrication techniques, connections, operation, and similar characteristics, submit three sets. One will be returned marked with action taken.
  - 5. Samples, as accepted and returned by Architect, will be used for quality comparisons throughout course of construction.
    - a. Unless noncompliance with Contract Documents is observed, submittal may serve as final submittal.
    - b. Sample sets may be used to obtain final acceptance of construction associated with each set.

## 1.5 INFORMATIONAL SUBMITTALS

- A. Informational submittals are design data, test reports, certificates, manufacturer's instructions, manufacturer's field reports, and other documentary data affirming quality of products and installations. Submit five copies of each required submittal unless otherwise required. Architect will return three copies marked with action taken and with corrections or modifications required. [or] Submit electronic files: PDF. Architect will return a PDF copy marked with action taken and with corrections or modifications required.
  - 1. **Certificates:** Describe certificates intended to document affirmations by Contractor or others that the work is in accordance with the Contract Documents, but do not repeat provisions of Parts 2 or 3.
  - 2. **Delegated Design Submittals / Design Data:** Describe submittals intended to demonstrate design work prepared by Contractor's licensed professionals.
  - 3. **Test And Evaluation Reports**: Describe submittal of test reports or evaluation service reports intended to document required tests.
  - 4. **Manufacturer Instructions**: Describe submittals intended to document manufacturer instructions.
  - 5. **Source Quality Control Submittals**: Describe submittal of source quality control documentation.
  - 6. Field Quality Control Submittals: Describe submittal of field quality control documentation.
  - 7. **Manufacturer Reports**: Describe submittal of Manufacturer reports as documentation of manufacturer activities.

- 8. **Special Procedure Submittals**: Describe submittals intended to document special procedures. An example would be construction staging or phasing for remodeling an existing facility while keeping it in operation. While the Contractor would normally be responsible for managing this, submittal of his plan as documentation could be specified.
- 9. **Qualification Statements**: Describe submittals intended to document qualifications of entities employed by Contractor.

## 1.6 CLOSEOUT SUBMITTALS

- A. This title groups submittals that occur during project closeout. Coordinate with section 01 7800 Closeout Submittals.
  - 1. As Built Record Drawings as defined in the Agreement.
  - 2. Project Manual: Complete Project Manual including Addenda and Modifications as defined in General Conditions.
  - 3. **Maintenance Contracts**: Describe submittal of the maintenance contract specific to the Section.
  - 4. **Operations & Maintenance Data**: Describe submittal of operation and maintenance data necessary for products of the Section.
  - 5. **Warranty Documentation**: Describe submittal of final executed warranty document specific to the Section.
  - 6. **Record Documentation**: Describe submittal of record documentation specific to the Section.
  - 7. Software: Describe submittal system software and programming software specific to the Section.

# **1.7** MAINTENANCE MATERIAL SUBMITTALS

- A. This title groups maintenance material required submittals specific to the Section. Items may be provided at completion of Work or submitted with section 01 7800 Closeout Submittals:
  - Spare Parts: Describe spare parts necessary for Owner's use in facility operation and maintenance. 'Parts' are generally understood to be items such as filters, motor drive belts, lamps, and other similar manufactured items that require only simple replacement.
  - 2. **Extra Stock Materials**: Describe extra stock materials to be provided for Owner's use in facility operation and maintenance. Extra stock materials are generally understood to be items such as ceiling tiles, flooring, paint etc.
  - 3. Tools:
    - a. Describe tools to be provided for Owner's use in facility operation and maintenance. Tools are generally understood to be wrenches, gauges, circuit setters, etc, required for proper operation or maintenance of a system.

## PART 2 - PRODUCTS Not Used

## PART 3 - EXECUTION Not Used

#### REFERENCES

## PART 1 - GENERAL

### 1.1 SUMMARY

- A. Section Includes But is Not Limited To:
  - 1. Reference standards, definitions, specification format, and industry standards.

## 1.2 REFERENCES

#### A. Definitions:

- 1. Approved: The term "approved," when used to convey Architect's action on Contractor's submittals, applications, and requests, is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
- Directed: The term "directed" is a command or instruction by Architect. Other terms including "requested," "authorized," "selected," "approved," and "permitted" have the same meaning as "directed."
- 3. Experienced: The term "experienced," when used with an entity, means having successfully completed a minimum often previous projects similar in size and scope to this Project; being familiar with the special requirements indicated, and having complied with requirements of authority having jurisdiction.
- 4. Furnish: The term "furnish" means supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- 5. General: Basic Contract definitions are included in the Conditions of the Contract.
- 6. Indicated: The term "indicated" refers to requirements expressed by graphic representations, or in written form on Drawings, in Specifications, and in other Contract Documents. Terms such as "shown," "noted," "scheduled," and "specified" are used to help the user locate the reference.
- 7. Install: The term "install" describes operations at Project site including unloading, temporary storage, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- 8. Installer: An "Installer" is the Contractor or another entity engaged by the Contractor, as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
- 9. Project Site: The term "Project site" means the space available for performing construction activities. The extent of the Project site is shown on the Drawings and mayor may not be identical with the description of the land on which the Project is to be built.
- 10. Provide: The term "provide" means to furnish and install, complete and ready for the intended use.
- 11. Regulations: The term "regulations" includes laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
- 12. Submitted: The terms "submitted," "reported," "satisfactory" and similar words and phrases means submitted to Architect, reported to Architect and similar phrases.
- 13. Testing Agencies: A "testing agency" is an independent entity engaged to perform specific inspections or tests, either at the Project site or elsewhere, or to report on and, if required, to interpret results of those inspections or tests.
- 14. Trades: Using terms such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to tradespersons of the corresponding generic name.
- B. References Standards:

- Specification Format: Specifications will follow MasterFormat<sup>™</sup> 2004 for organizing numbers and titles. (The Construction Specifications Institute, Project Resource Manual/CSI Manual of Practice, 5<sup>th</sup> Edition. New York, McGraw-Hill, 2005).
  - a. Specification Identifications:
    - 1) The Specifications use section numbers and titles to help cross referencing in the Contract Documents.
    - 2) Sections in the Project Manual are in numeric sequence; however, the sequence is incomplete. Consult the table of contents at the beginning of the Project Manual to determine numbers and names of sections in the Contract Documents.
  - b. Specification Language:
    - 1) Specifications should be prepared, with concern and respect for their legal status. Specifications should be Clear, Concise, Correct and Complete.
    - Streamlining: Streamlining is used to list products, materials, reference standards, and other itemized specifications. This technique places the subject first and provides keywords for quick reference
  - c. Sentence Structure:
    - 1) Specifications to be written in the "Imperative Mood".
      - a) The verb that clearly defines the action becomes the first word in the sentence.
      - b) The imperative sentence is concise and readily understandable.
    - Streamlining is used to list products, materials, reference standards, and other itemized specifications. This technique places the subject first and provides keywords for quick reference.
  - d. Abbreviated Language:
    - 1) Abbreviations should be used only on drawings and schedules where space is limited.
    - 2) Abbreviations with multiple meanings should be avoided, unless used in different disciplines where their meaning is clear from the context in which they are used.
    - 3) Abbreviations should be limited to five or fewer letters
    - a) The verb that clearly defines the action becomes the first word in the sentence.
  - e. Symbols:
    - 1) Caution should apply to symbols substituted for words or terms.
  - f. Numbers:
    - 1) The use of Arabic numerals rather that words for numbers is recommended.
- C. Industry Standards:
  - 1. Except where Contract Documents specify otherwise, construction industry standards will apply and are made a part of Contract Documents by reference.
  - 2. Where compliance with two or more standards is specified and standards apparently establish different or conflicting requirements for minimum quantities or quality levels, refer to Architect for decision before proceeding. Quantity or quality level shown or specified will be minimum provided or performed. Actual installation may comply exactly with minimum quantity or quality specified, or it may exceed minimum within reasonable limits. In complying with these requirements, indicated numeric values are minimum or maximum, as appropriate for context of requirements. Refer uncertainties to Architect for decision before proceeding.
  - 3. Each entity engaged in construction on Project is required to be familiar with industry standards applicable to that entity's construction activity. Copies of applicable standards are not bound with Contract Documents. Where copies of standards are needed for performance of a required construction activity, Contractor will obtain copies directly from publication source.
  - 4. Trade Association names and titles of general standards are frequently abbreviated. The following acronyms or abbreviations, as referenced in Contract Documents, are defined to mean association names. Names and addresses are subject to change and are believed to be, but are not assured to be, accurate and up to date as of date of Contract Documents.

| AAMA | American Architectural Man-<br>ufacturers Association | Schaumburg  | IL | (847) 303-5664 | www.aamanet.org |
|------|---|-------------|----|----------------|-----------------|
| AAMA | American Architectural Man-<br>ufacturers Association | Schamumburg | IL | (847) 303-5774 | www.aamanet.org |
| AIA  | American Institution of Archi-<br>tects               | Washington  | DC | (202) 626-7300 | www.aia.org     |
| AISC | American Institute of Steel                           | Chicago     | IL | (312) 670-2400 | www.aisc.org    |

|        | Construction                                     |                          |    |                |                          |
|--------|--|--------------------------|----|----------------|--------------------------|
| AISI   | American Iron & Steel Insti-<br>tute             | Washington               | DC | (202) 452-7100 | www.steel.org            |
| AITC   | American Institution of Tim-<br>ber Construction | Englewood                | CO | (303) 792-9559 | www.aitc-glulam.org      |
| ANSI   | American National Stand-<br>ards Institute       | New York                 | NY | (212) 642-4900 | www.ansi.org             |
| APA    | APA-Engineered Wood As-<br>sociation             | Tacoma                   | WA | (253) 565-6600 | www.apawood.org          |
| ASTM   | ASTM International                               | West Con-<br>shohocken   | PA | (610) 832-9500 | www.astm.org             |
| AWI    | Architectural Woodwork In-<br>stitute            | Potomac Falls            | VA | (571) 323-3636 | www.awinet.org           |
| AWPA   | American Wood Protection<br>Association          | Birmingham               | AL | (205) 733-4077 | www.awpa.com             |
| BHMA   | Builders Hardware Manufac-<br>turers Association | New York                 | NY | (212) 297-2122 | www.buildershardware.com |
| HPVA   | Hardwood Plywood & Ve-<br>neer Association       | Reston                   | VA | (703) 435-2900 | www.hpva.org             |
| ICC    | International Code Council                       | Washington               | DC | (888) 422-7233 | www.iccsafe.org          |
| ICC-ES | ICC Evaluation Service                           | Whittier                 | CA | (562) 699-0543 | www.icc-es.org           |
| ICBO   | International Conference of Building Officials   |                          |    |                | (See ICC)                |
| ISO    | International Organization for Standardization   | Geneva, Swit-<br>zerland |    |                | www.iso.org              |
| SPIB   | Southern Pine Inspection<br>Bureau               | Pensacola                | FL | (850) 434-2611 | www.spib.org             |
| UL     | Underwriters Laboratories                        | Camas                    | WA | (877) 854-3577 | www.ul.com               |
| WWPA   | Western Wood Products<br>Association             | Portland                 | OR | (503) 224-3930 | www.wwpa.org             |

D. Federal Government Agencies:

1. Names and titles of federal government standard or specification producing agencies are often abbreviated. Following acronyms or abbreviations referenced in Contract Documents represent names of standard or specification producing agencies of federal government. Names and addresses are subject to change but are believed to be, but are not assured to be, accurate and up to date as of date of Contract Documents.

| CS   | Commercial Standard (U S<br>Department of Commerce)  | Washington   | DC | (202) 512-0000 | www.doc.gov     |
|------|--|--------------|----|----------------|-----------------|
| EPA  | Environmental Protection<br>Agency   | Washington   | DC | (202) 272-0167 | www.epa.gov     |
| FCC  | Federal Communications<br>Commission   | Washington   | DC | (888) 225-5322 | www.fcc.gov     |
| FS   | Federal Specifications Unit<br>(Available from GSA)  | Washington   | DC | (202) 619-8925 | www.gsa.gov     |
| MIL  | Military Standardization<br>Documents (U S Department<br>of Defense)   | Philadelphia | PA | (215) 697-2179 | www.dod.gov     |
| NIST | National Institute of Stand-<br>ards and Technology, tech-<br>nology Administration (US<br>Department of Commerce) | Gaithersburg | MD | (301) 975-4500 | www.ts.nist.gov |
| OSHA | Occupational Safety &<br>Health Administration (U S<br>Department of Labor)  | Washington   | DC | 202) 219-8148  | www.osha.gov    |
| PS   | Product Standard of NBS (U<br>S Department of Commerce)  | Washington   | DC | (202) 512-1800 | www.doc.gov     |

E. Governing Regulations / Authorities:

- 1. Contact authorities having jurisdiction directly for information and decisions having a bearing on the Work.
- 2. Obtain copies of regulations required to be retained at Project Site, available for reference by parties who have a reasonable need for such reference.

# PART 2 - PRODUCTS Not Used

## PART 3 - EXECUTION Not Used

### QUALITY ASSURANCE - QUALIFICATIONS

# PART 1 - GENERAL

### 1.1 SUMMARY

- A. Related Documents:
  - 1. Drawings and general provisions of the Contract, including General Conditions and Division 01 Specification Sections, apply to this Section.
- B. Related Requirements:
  - 1. Section 01 4000: 'Quality Requirements' includes administrative and procedural requirements for quality assurance and quality control.
  - 2. Section 01 4523: 'Testing and Inspecting Services' for testing and inspection, and testing laboratory services for materials, products, and construction methods.

## 1.2 REFERENCES

- A. Definitions:
  - 1. Accreditation: Process in which certification of competency, authority, or credibility is presented. Verify that laboratories have an appropriate quality management system and can properly perform certain test methods (e.g., ANSI, ASTM, and ISO test methods) and calibration parameters according to their scopes of accreditation.
  - 2. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
  - 3. Testing Agency: Entity engaged to perform specific tests, inspections, or both.
  - 4. Testing Agency Laboratory: Agency or firm qualified to perform field and laboratory tests to determine characteristics and quality of materials and workmanship.
- B. Reference Standards:
  - 1. ASTM International:
    - a. ASTM E329-14a, 'Standard Specification for Agencies Engaged in Construction Inspection and/or Testing.'

# 1.3 QUALIFICATIONS

- A. Qualifications: Qualifications paragraphs in this Article establish minimum qualification levels required; individual Specification Sections specify additional requirements:
  - 1. Fabricator / Supplier / Installer Qualifications: Firm experienced in producing products similar to those indicated for this Project and with record of successful in-service performance, as well as sufficient production capacity to produce required units.
    - a. VMR (Value Managed Relationship):
      - 1) Where heading '*VMR* (*Value Managed Relationship*) / *Manufacturers* / *Suppliers* / *Installers*' is used to identify list of specified suppliers or installers, Owner has established relationships that extend beyond requirements of this Project.
      - 2) No other Suppliers / Installers will be acceptable.
      - 3) Follow specified procedures to preserve relationships between Owner and specified suppliers / installers and advantages that accrue to Owner from those relationships.
      - 4) Following areas of the Work have restrictions on sub-bids by Contractor:
        - a) Asphalt Shingles, Section 07 3113: VMR, no other Manufacturer / Installers accepted.

- b) Polyvinyl-Chloride Roofing: PVC, Section 07 5419: VMR, no other Manufacturer / Installers accepted.
- c) Wood Framing, Division 06 'Wood', VMR Supplier, no other Supplier accepted for USA Projects Only except approved Supplier:
  - (1) Wood-Panel Product Sheathing, Section 06 1636.
- b. Approved:
  - Where heading 'Approved Suppliers / Distributors / Installers / Applicators / Fabricators' is used to identify list of specified suppliers / distributors / installers / applicators / fabricators, use only listed suppliers / installers / fabricators.
  - 2) No substitutions will be allowed.
- 2. Factory-Authorized Service Representative Qualifications:
  - a. Authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- 3. Installer Qualifications:
  - a. Firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- 4. Manufacturer Qualifications:
  - a. Firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- 5. Manufacturer's Field Services Qualifications:
  - a. Experienced authorized representative of manufacturer to inspect field-assembled components and equipment installation, including service connections.
- 6. Professional Engineer Qualifications:
  - a. Professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of kind indicated. Engineering services are defined as those performed for installations of system, assembly, or products that are similar to those indicated for this Project in material, design, and extent.
- 7. Specialists:
  - a. Certain sections of Specifications require that specific construction activities shall be performed by entities who are recognized experts in those operations.
  - b. Specialists shall satisfy qualification requirements indicated and shall be engaged for activities indicated.
  - c. Requirement for specialists shall not supersede building codes and regulations governing the Work.
- 8. Testing Agency Qualifications:
  - a. Independent Testing Agency with experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E329; and with additional qualifications specified in individual Sections; and where required by authorities having jurisdiction, that is acceptable to authorities.
    - 1) Testing Laboratory:
      - a) AASHTO Materials Reference Laboratory (AMRL) Accreditation Program.
      - b) Cement and Concrete Reference Laboratory (CCRL).
      - c) Nationally Recognized Testing Laboratory (NRTL): Nationally recognized testing laboratory according to 29 CFR 1910.7.
      - National Voluntary Laboratory (NVLAP): Testing Agency accredited according to National Institute of Standards and Technology (NIST) Technology Administration, U. S. Department of Commerce Accreditation Program.

# PART 2 - PRODUCTS Not Used

## PART 3 - EXECUTION Not Used

### TESTING AND INSPECTING SERVICES

## PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section includes testing, inspections, special testing, special inspections, and testing laboratory services for materials, products, and construction methods as specified hereafter for the Work.
- B. Specified tests, inspections, and related actions do not limit Contractor's quality control procedures to fully comply with Contract Document requirements in all regards.
- C. Costs: Costs of initial services for testing and inspection personnel will be paid by Owner unless otherwise noted.
  - 1. If initial tests indicate non-compliance with contract document requirements, any subsequent testing will be performed by same personnel and paid for by Contractor.
- D. Related Requirements:
  - 1. Section 01 4000: 'Quality Requirements' includes administrative and procedural requirements for quality assurance and quality control.
  - 2. Section 01 4301: 'Quality Assurance Qualifications' establishes minimum qualification levels required.
  - 3. Division 01 through Division 49 establish responsibility for providing specific testing and inspections and Field Tests and Inspections.

#### 1.3 REFERENCES

- A. Association Publications:
  - Council of American Structural Engineers. CASE Form 101: Statement of Special Inspections. Washington, DC: CASE, 2001. (c/o American Council of Engineering Companies, 1015 15<sup>th</sup> St., NW, Washington, DC 20005; 202-347-7474; www.acec.org).
  - 2. International Code Council (IBC):
    - a. IBC Chapter 17, 'Structural Tests and Special Inspections'.
- B. Definitions:
  - 1. Accreditation: Process in which certification of competency, authority, or credibility is presented. Verify that laboratories have an appropriate quality management system and can properly perform certain test methods (e.g., ANSI, ASTM, and ISO test methods) and calibration parameters according to their scopes of accreditation.
  - 2. Approved: To authorize, endorse, validate, confirm, or agree to.
  - 3. Field Quality Control: Testing, Inspections, Special Testing and Special Inspections to assure compliance to Contract Documents.
  - 4. Inspection/Special Inspection:
    - a. Inspection: Not required by code provisions but may be required by Contract Documents.
    - b. Special Inspection: Inspection required of materials, installation, fabrication, erection or placement of components and connections requiring special expertise to ensure compliance

with approved construction documents and reference standards (required by code provisions and by Contract Documents).

- c. Special Inspection-Continuous: Full-time observation of the Work requiring inspection by approved inspector who is present in area where the Work is being performed.
- d. Special Inspection-Periodic: Part-time or intermittent observation of the Work requiring inspection by approved inspector who is present in area where the Work has been or is being performed and at completion of the Work.
- 5. Mockups: Full-size, physical assemblies that are constructed on-site. Mockups are used to verify selections made under sample submittals, to demonstrate aesthetic effects and, where indicated, qualities of materials and execution, and to review construction, coordination, testing, or operation. They are not samples. Approved mockups establish standard by which the Work will be judged.
- 6. Observation: Visual observation of building / site elements or structural system by registered design professional for general conformance to approved construction documents at significant construction stages and at completion. Observation does not include or waive responsibility for performing inspections or special inspections.
- 7. Preconstruction Testing: Tests and inspections that are performed specifically for Project before products and materials are incorporated into the Work to verify performance or compliance with specified criteria.
- 8. Quality Assurance: Testing, Inspections, Special Testing and Special Inspections provided for by Owner.
- 9. Quality Control: Testing, Inspections, Special Testing and Special Inspections provided for by Contractor.
- 10. Special Inspection: See Inspection.
- 11. Special Inspector: Certified individual or firm that implements special inspection program for project.
- 12. Special Test: See Test.
- 13. Test/Special Test: Field or laboratory tests to determine characteristics and quality of building materials and workmanship:
  - a. Test: Not required by code provisions but may be required by Contract Documents.
  - b. Special Test: Required by code provisions and by Contract Documents.
- 14. Testing Agency: Entity engaged to perform specific tests, inspections, or both.
- 15. Testing Agency Laboratory: Agency or firm qualified to perform field and laboratory tests to determine characteristics and quality of materials and workmanship.
- 16. Verification: Act of reviewing, inspecting, testing, etc. to establish and document that product, service, or system meets regulatory, standard, or specification requirements.
- C. Reference Standards:
  - 1. ASTM International:
    - a. ASTM A898/A898M-17, 'Standard Specification for Straight Beam Ultrasonic Examination of Rolled Steel Structural Shapes'.
    - b. ASTM C42/C42M-16, 'Standard Test Method for Obtaining and Testing Drilled Cores and Sawed Beams of Concrete'.
    - c. ASTM C138/C138M-17a, 'Standard Test Method for Density (Unit Weight), Yield, and Air Content (Gravimetric) of Concrete'.
    - d. ASTM C597-16, 'Standard Test Method for Pulse Velocity Through Concrete'.
    - e. ASTM C803/C803M-17, 'Standard Test Method for Penetration Resistance of Hardened Concrete'.
    - f. ASTM C805/C805M-13a, 'Standard Test Method for Rebound Number of Hardened Concrete'.
    - g. ASTM C1019-16, 'Standard Test Method for Sampling and Testing Grout'.
    - h. ASTM C1021-08(2014), 'Standard Practice for Laboratories Engaged in Testing of Building Sealants'.
    - i. ASTM C1077-16a, 'Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation'.
    - j. ASTM C1093-15a, 'Standard Practice for Accreditation of Testing Agencies for Masonry.
    - k. ASTM D3666-16, 'Standard Specification for Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials'.

- ASTM D3740-12a, 'Standard Practice for Minimum Requirements for Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction'.
- m. ASTM E114-15, 'Standard Practice for Ultrasonic Pulse-Echo Straight-Beam Examination by the Contact Method'.
- n. ASTM E164-13, 'Standard Practice for Contact Ultrasonic Testing of Weldments'.
- o. ASTM E329-14a: 'Standard Specification for Agencies Engaged in Construction Inspection and/or Testing'.
- p. ASTM E488-15, 'Standard Test Methods for Strength of Anchors in Concrete Elements'.
- q. ASTM E543-15, 'Standard Specification for Agencies Performing Nondestructive Testing'.
- r. ASTM E587-15, 'Standard Practice for Ultrasonic Angle-Beam Examination by the Contact Method'.
- s. ASTM E709-15, 'Standard Guide for Magnetic Particle Testing'.
- t. ASTM E1212-17, 'Standard Practice for Quality Management Systems for Nondestructive Testing Agencies'.
- u. ASTM F710-11, 'Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring.
- v. ASTM F2170-16b, 'Standard Test Method for Determining Relative Humidity in Concrete Floor Slabs Using in situ Probes'.
- 2. Code of Federal Regulations:
  - a. 29 CFR 1910, Subpart A, Section 1910.7, 'Definition and Requirements for a Nationally Recognized Testing Laboratory'.
- 3. International Code Council (IBC 2015 or latest approved edition):
  - a. IBC Chapter 17, 'Special Inspections And Tests'.
    - 1) Section 1704, 'Special Inspections And Tests, Contractor Responsibility And Structural Observations'.
    - 2) Section 1705, 'Required Special Inspection And Tests'.
      - a) Section 1705.2, 'Steel Construction'.

# 1.4 SUBMITTALS

- A. Informational Submittals:
  - 1. General: Additional submittal requirements are specified in Individual Sections in Division 01 through Division 50.
  - 2. Certificates:
    - a. Testing Agency will submit certified written report of each inspection, test, or similar service.
  - 3. Tests and Evaluation Reports:
    - a. Testing Agency or Agencies will prepare logs, test reports, and certificates applicable to specific tests and inspections and deliver copies (or electronic record) distributed as follows:
      - 1) 1 copy to Owner's Representative.
      - 2) 1 copy to Architect.
      - 3) 1 copy to General Contractor.
      - 4) 1 copy to Authorities Having Jurisdiction (if required).
    - b. Other tests, certificates, and similar documents will be obtained by Contractor and delivered to Owner's Representative and Architect in such time as not to delay progress of the Work or final payment therefore.
    - c. Submittal Format:
      - 1) Schedule of Tests and Inspections: Prepare in tabular form and include following:
        - a) Specification Section number and title.
        - b) Description of test and inspection.
        - c) Identification of applicable standards.
        - d) Identification of test and inspection methods.
        - e) Number of tests and inspections required.
        - f) Time schedule or time span for tests and inspections.
        - g) Entity responsible for performing tests and inspections.
        - h) Requirements for obtaining samples.
      - 2) Certified written reports of each inspection, test, or similar service will include, but not be limited:
        - a) Date of issue.

- b) Project title and number.
- c) Name, address, and telephone number of Testing Agency.
- d) Dates and locations of samples and tests or inspections.
- e) Names of individuals making tests and inspections.
- f) Description of the Work and test and inspection method.
- g) Identification of product and Specification Section.
- h) Complete test or inspection data.
- i) Test and inspection results and an interpretation of test results.
- j) Record of temperature and weather conditions at time of sample taking and testing and inspecting.
- k) Comments or professional opinion on whether tested or inspected Work complies with Contract Document requirements.
- I) Name and signature of laboratory inspector.
- m) Recommendations on retesting and re-inspecting.
- 4. Source Quality Control Submittals:
  - a. Testing Agency will submit following prior to commencing the Work:
    - 1) Qualifications of Testing Agency management and personnel designated to project.
    - 2) Testing Agency 'Written Practice for Quality Assurance'.
    - 3) Qualification records for Inspector and non-destructive testing technicians designated for project.
    - 4) Testing Agency non-destructive testing procedures, equipment calibration records, and personnel training records.
    - 5) Testing Agency Quality Control Plan for monitoring and control of testing operations.
    - 6) Bolting Inspection Procedures (Structural Steel testing).
    - 7) Shear Connector Stud Inspection Procedures (Structural Steel testing).
    - 8) Seismic Connections Inspection Procedures (Structural Steel testing).

## 1.5 QUALITY ASSURANCE

- A. Owner or Owner's designated representative(s) will perform quality assurance. Owner's quality assurance procedures may include observations, inspections, testing, verification, monitoring and any other procedures deemed necessary by Owner to verify compliance with Contract Documents.
- B. Owner will employ independent Testing Agencies to perform certain specified testing, as Owner deems necessary.
- C. Certification:
  - 1. Product producers and associations, which have instituted approved systems of quality control and which have been approved by document approval agencies, are not required to have further testing.
  - 2. Concrete mixing plants, plants producing fabricated concrete and wood or plywood products certified by agency, lumber, plywood grade marked by approved associates, and materials or equipment bearing underwriters' laboratory labels require no further testing and inspection.
- D. Written Practice for Quality Assurance:
  - 1. Testing Agency will maintain written practice for selection and administration of inspection personnel, describing training, experience, and examination requirements for qualification and certification of inspection personnel.
  - 2. Written practice will describe testing agency procedures for determining acceptability of structure in accordance with applicable codes, standards, and specifications.
  - 3. Written practice will describe Testing Agency inspection procedures, including general inspection, material controls, visual welding inspection, and bolting inspection.

# 1.6 QUALITY CONTROL

- A. Quality Control will be sole responsibility of Contractor. Contractor will be responsible for testing and inspections, coordination, start-up, operational checkout, and commissioning of all items of the Work included in Project. All costs for these services will be included in Contractor's cost of the Work.
- B. Contractor will assign one (1) employee to be responsible for Quality Control. This individual may have other responsibilities and may be Contractor's Project superintendent or Contractor's Project Manager.
- C. Notify results of all Testing and Inspection performed by Contractor's independent Testing Agencies to Architect and Owner's Representative within twenty four (24) hours of test or inspection having been performed.
  - 1. Testing and Inspection Reports will be distributed as follows:
    - a. 1 copy to Owner's Representative.
    - b. 1 copy to Architect.
    - c. 1 copy to Authorities Having Jurisdiction (if required).
- D. Contractor's Responsibility:
  - 1. Owner's employment of an independent Testing Agency does not relieve Contractor of Contractor's obligation to perform the Work in strict accordance with requirements of Contract Documents.
  - 2. Tests and inspections that are not explicitly assigned to Owner are responsibility of Contractor.
  - 3. Cooperate with Testing Agency(s) performing required inspections, tests, and similar services and provide reasonable auxiliary services as requested. Notify Testing Agency before operations to allow assignment of personnel. Auxiliary services required include but are not limited to:
    - a. Providing access to the Work and furnishing incidental labor, equipment, and facilities deemed necessary by Testing Agency to facilitate inspections and tests at no additional cost to Owner.
    - b. Taking adequate quantities of representative samples of materials that require testing or helping Testing Agency in taking samples.
    - c. Providing facilities for storage and curing of test samples, and delivery of samples to testing laboratories.
    - d. Providing Testing Agency with preliminary design mix proposed for use for materials mixes that require control by Testing Agency.
  - 4. Contractor will integrate Owner's independent Testing Agency services within Baseline Project Schedule and with other Project activities.
  - 5. For any requested inspection, Contractor will complete prior inspections to ensure that items are ready for inspection.
  - 6. All Work is subject to testing and inspection and verification of correct operation prior to 100% payment to Contractor of line item(s) pertaining to that aspect of the Work.
  - 7. For Mechanical Equipment, inspection and documented approval of individual equipment and/or system(s) must be accomplished prior to requesting Substantial Completion Inspection for any area affected by said equipment and/or system:
    - a. Contractor will perform thorough checkout of operations with manufacturer's representatives prior to requesting formal inspection by Owner.
    - b. Contractor must notify Owner's Representative, in advance, as to when manufacturer's representative is scheduled to arrive at Site.
  - 8. Comply:
    - a. Upon completion of Testing Agency's inspection, testing, sample-taking, and similar services, repair damaged construction and restore substrates and finishes to eliminate deficiencies, including deficiencies in visual qualities of exposed finishes.
    - b. Comply with Contract Documents in making such repairs.
  - 9. Data: Furnish records, drawings, certificates, and similar data as may be required by testing and inspection personnel to assure compliance with Contract Documents.
  - 10. Defective Work (Non-Conforming Work): Non-conforming Work as covered in General Conditions applies, but is not limited to following requirements:
    - a. Where results of inspections, tests, or similar services show that the Work does not comply with Contract Document requirements, correct deficiencies in the Work promptly to avoid Work delays.

- b. Where testing personnel take cores or cut-outs to verify compliance, repair prior to acceptance.
- c. Contractor responsible for any and all costs incurred resulting from inspection that was scheduled prematurely or retesting due to failed tests.
- d. Remove and replace any Work found defective or not complying with contract document requirements at no additional cost to Owner.
- e. Should test return unacceptable results, Contractor will bear all costs of retesting and reinspection as well as cost of all material consumed by testing, and replacement of unsatisfactory material and/or workmanship.
- 11. Protection:
  - a. Protect construction exposed by or for quality assurance and quality control service activities, and protect repaired construction.
- 12. Scheduling: Contractor is responsible for scheduling times for inspections, tests, taking samples, and similar activities:
  - a. Schedule testing and inspections in advance so as not to delay the Work and to eliminate any need to uncover Work for testing or inspection.
  - b. Notify Testing Agency and Architect as noted in Sections in Division 01 through Division 50 prior to any time required for such services.
  - c. Incorporate adequate time for performance of all inspections and correction of noted deficiencies.
  - d. Schedule sequence of activities to accommodate required services with minimum of delay.
  - e. Schedule sequence of activities to avoid necessity of removing and replacing construction to accommodate testing and inspections
- 13. Test and Inspection Log:
  - a. Provide system of tracking all field reports, describing items noted, and resolution of each item. Prepare record of tests and inspections. Include following:
    - 1) Date test or inspection was conducted.
    - 2) Description of the Work tested or inspected.
    - 3) Date test or inspection results were transmitted to Architect.
    - 4) Identification of Testing Agency or inspector conducting test or inspection.
  - b. Maintain log at Project site:
    - 1) Post changes and modifications as they occur.
    - 2) Provide access to test and inspection log for Architect's reference during normal working hours.

## 1.7 TESTING AND INSPECTIONS - GENERAL

- A. Testing specifically identified to be conducted by Owner, will be performed by an independent entity and will be arranged and paid for by Owner.
- B. Individual Sections in Division 01 through Division 49 indicate if Owner will provide testing and inspection of the Work of that Section.
- C. Tests include but not limited to those described in detail in 'Field Quality Control' in Part 3 of Individual Sections in Divisions 01 through Division 49.
- D. Owner may engage additional consultants for testing, air balancing, commissioning, or other special services:
  - 1. Activities of any such Owner consultants are in addition to Contractor testing of materials or systems necessary to prove that performance is in compliance with Contract requirements.
  - 2. Contractor must cooperate with persons and firms engaged in these activities.
- E. Taking Specimens:
  - 1. Except as may be specifically otherwise approved by Architect, only testing laboratory shall secure, handle, transport, or store any samples and specimens for testing.
- F. Scheduling Testing Agency:

- 1. Contractor will coordinate the Work and facilitate timeliness of such testing and inspecting services so as not to delay the Work.
- 2. Contractor will notify Testing Agency and Architect to schedule tests and / or inspections.
- G. For 'building-wide' and/or life safety systems, such as emergency lighting, emergency power uninterruptible power supply systems, fire alarm, fire sprinkler systems, smoke evacuation systems, toxic gas monitoring, capturer exhaust systems, etc. formal start-up inspection will be completed prior to requesting Substantial Completion Inspection for any area of Project:
  - 1. Manufacturer's representatives and installing contractor will demonstrate both operation and compliance to Owner's agents and consultants. If coordinated and scheduled appropriately by Contractor, these equipment and/or systems inspections may also serve to provide required Owner training, if approved in advance by Owner.
  - 2. Contractor responsible for requesting that Architect arrange for inspection of materials, equipment, and work prior to assembly or enclosure that would make materials, equipment, or work inaccessible for inspection and at other times as may be required.

# 1.8 TESTING AGENCY SERVICES AND RESPONSIBILITIES

- A. Testing Agency, including independent testing laboratories, will be licensed and authorized to operate in jurisdiction in which Project is located.
  - 1. Approved Testing Agency Qualifications: Requirements of Section 01 4301 apply.
- B. Testing and Inspection Services:
  - 1. Testing Agency will not release, revoke, alter, or increase Contract Document requirements or approve or accept any portion of the Work.
  - 2. Testing Agency will not give direction or instruction to Contractor.
  - 3. Testing Agency will have full authority to see that the Work is performed in strict accordance with requirements of Contract Documents and directions of Owner's Representative and/or Architect.
  - 4. Testing Agency will not provide additional testing and inspection services beyond scope of Work without prior approval of Owner's Representative and / or Architect.
- C. Excavation Support and Protection:
  - 1. Anchor tie-back System:
    - a. Observe and record proof tests.
  - 2. Soil Nail Systems:
    - a. Observe and record proof tests.
    - b. Observe drilling for changes in soil type, hole diameter, length, and cleanliness.
    - c. Periodically observe placement of drainage materials, reinforcing, and shotcrete.
    - d. Review compressive strength test results of grout and shotcrete.
- D. Testing Agency Duties:
  - 1. Independent Testing Agency engaged to perform inspections, sampling, and testing of materials and construction specified in individual specification Sections will cooperate with Architect and Contractor in performance of its duties and will provide qualified personnel to perform required inspections and tests.
  - 2. Testing Agency will test or obtain certificates of tests of materials and methods of construction, as described herein or elsewhere in technical specification.
  - 3. Testing Agency will provide management, personnel, equipment, and services necessary to perform testing functions as outlined in this section.
  - 4. Testing Agency must have experience and capability to conduct testing and inspecting indicated by ASTM standards and that specializes in types of tests and inspections to be performed.
  - 5. Testing Agency will comply with requirements of ASTM E329, ASTM E543, ASTM C1021, ASTM C1077, ASTM C1093, ASTM D3666, ASTM D3740, and other relevant ASTM standards.
  - 6. Testing Agency must calibrate all testing equipment at reasonable intervals (minimum yearly) with accuracy traceable to either National Bureau of Standards or accepted values of natural physical constants.

- Welding Procedure Review: Testing Agency will provide review and approval or rejection of all welding procedures to be used and will verify compliance with all reference standard requirements.
- E. Testing and Inspection Reports:
  - 1. Conduct and interpret tests and inspections and state in each report whether tested and inspected the Work complies with or deviates from requirements.
  - 2. Laboratory Reports: Testing Agency will furnish reports of materials and construction as required, including:
    - a. Description of method of test.
    - b. Identification of sample and portion of the Work tested.
      - 1) Description of location in the Work of sample.
      - 2) Time and date when sample was obtained.
      - 3) Weather and climatic conditions at time when sample was obtained.
    - c. Evaluation of results of tests including recommendations for action.
  - 3. Inspection Reports:
    - a. Testing Agency will furnish 'Inspection at Site' reports for each site visit documenting activities, observations, and inspections.
    - b. Include notation of weather and climatic conditions, time and date conditions and status of the Work, actions taken, and recommendations or evaluation of the Work.
  - 4. Reporting Testing and Inspection (Conforming Work):
    - a. Submit testing and inspection reports as required within twenty four (24) hours of test or inspection having been performed.
  - 5. Reporting Testing and Inspection Defective Work (Non-Conforming Work):
    - a. Testing Agency, upon determination of irregularities, deficiencies observed or test failure(s) observed in the Work during performance of its services of test or inspection having been performed, will:
      - Verbally notify results to Architect, Contractor, and Owner's Representative within one hour of test or inspection having been performed (if Defective Work (Non-Conforming Work) is incorporated into project).
      - 2) Submit written inspection report and test results as required within twenty four (24) hours of test or inspection having been performed.
    - b. Prepare non-compliance log to track non-compliant testing or inspections.
  - 6. Final Report:
    - a. Submit final report of tests and inspections at Substantial Completion, which identify unresolved deficiencies.

## 1.9 ARCHITECT'S RESPONSIBILITIES

- A. Architect Duties:
  - 1. Notify Owner's Representative before each test and/or inspection.

## PART 2 - PRODUCTS Not Used

#### PART 3 - EXECUTION

## 3.1 FIELD QUALITY CONTROL

- A. Field Tests And Inspections:
  - 1. Field Tests and Inspections requirements are described in 'Field Quality Control' of individual Sections in Division 01 through Division 49.

#### CONSTRUCTION FACILITIES

## PART 1 - GENERAL

### 1.1 SUMMARY

A. Section Includes But is Not Limited To:

1. Administrative and procedural requirements for Construction Facilities.

## 1.2 ADMINISTRATIVE REQUIREMENTS

- A. Prepare schedule indicating dates for implementation and termination of each temporary facility.
- B. Keep temporary facilities clean and neat in appearance. Operate in safe and efficient manner. Take necessary fire prevention measures. Do not overload facilities, or allow them to interfere with progress of The Work. Do not allow hazardous, dangerous or unsanitary conditions, or public nuisances to develop or persist on Project site.
- C. Maintain facilities in good operating condition until removal.
- D. Remove each temporary facility when need has ended, or when replaced by authorized use of permanent facility, or by Substantial Completion. Complete permanent construction that may have been delayed because of interference with temporary facility. Repair damaged work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
  - 1. Materials and facilities that make up temporary facilities are property of Contractor.
  - 2. By Substantial Completion, clean and renovate permanent facilities used during construction period.

#### 1.3 SANITARY FACILITIES

A. Provide temporary sanitary toilet. Service and maintain temporary toilet in a clean, sanitary condition.

#### PART 2 - PRODUCTS Not Used

PART 3 - EXECUTION Not Used

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### COMMON PRODUCT REQUIREMENTS

# PART 1 - GENERAL

### 1.1 SUMMARY

A. Section Includes But is Not Limited To:

1. Administrative and procedural requirements for Common Product Requirements.

## 1.2 ADMINISTRATIVE REQUIREMENTS

- A. Provide products that comply with Contract Documents, that are undamaged, and, unless otherwise indicated, new and unused at time of installation. Provide products complete with accessories, trim, finish, safety guards, and other devices and details needed for complete installation and for intended use and effect.
- B. Except for required labels and operating data, do not attach or imprint manufacturer's or producer's nameplates or trademarks on surfaces of products that will be exposed to view in occupied spaces or on building exterior.
  - 1. Locate required product labels and stamps on concealed surface or, where required for observation after installation, on accessible surface that is not conspicuous.
  - 2. Provide permanent nameplates on items of service-connected or power-operated equipment. Locate on easily accessible surface that is inconspicuous in occupied spaces. Nameplate will contain following information and other essential operating data:
    - a. Name of product and manufacturer.
    - b. Model and serial number.
    - c. Capacity.
    - d. Speed.
    - e. Ratings.
- C. Where specifications describe a product or assembly by specifying exact characteristics required, with or without use of brand or trade name, provide product or assembly that provides specified characteristics and otherwise complies with Contract requirements.
- D. Where Specifications require compliance with performance requirements, provide products that comply with these requirements and are recommended by manufacturer for application described. General overall performance of product is implied where product is specified for specific application. Manufacturer's recommendations may be contained in published product literature, or by manufacturer's certification of performance.
- E. Where specifications only require compliance with an imposed code, standard, or regulation, select product that complies with standards, codes or regulations specified.
- F. Where Specifications require matching an established Sample, Architect's decision will be final on whether proposed product matches satisfactorily. Where no product available within specified category matches satisfactorily nor complies with other specified requirements, refer to Architect.
- G. Where specified product requirements include phrase `... as selected from manufacturer's standard colors, patterns, textures ... ' or similar phrase, select product and manufacturer that comply with other specified requirements. Architect will select color, pattern, and texture from product line selected.

- H. Remove and replace products and materials not specified in Contract Documents but installed in the Work with specified products and materials at no additional cost to Owner and for no increase in Contract time.
- I. Informational Submittals:
  - 1. Sustainable Design Submittals:
    - a. Submit five copies of each required submittal unless otherwise required. Architect will return three copies marked with action taken and with corrections or modifications required.
    - b. Submit electronic files: PDF. Architect will return a PDF copy marked with action taken and with corrections or modifications required.

## PART 2 - PRODUCTS Not Used

PART 3 - EXECUTION Not Used

### **PRODUCT OPTIONS**

# PART 1 - GENERAL

#### 1.1 SUMMARY

A. Section Includes But is Not Limited To:

1. Administrative and procedural requirements for Product Options.

#### 1.2 ADMINISTRATIVE REQUIREMENTS

- A. Product Selection:
  - When option of selecting between two or more products is given, product selected will be compatible with products previously selected, even if previously selected products were also options.
    - a. Regional materials.
- B. Non-Conforming Work:
  - 1. Non-conforming work as covered in Article 12.3 of General Conditions applies, but is not limited, to use of non-specified products or manufacturers.

## C. Product selection is governed by Contract Documents and governing regulations, not by previous Project experience. Procedures governing product selection include:

- 1. Substitutions And Equal Products:
  - a. Generally speaking, substitutions for specified products and systems, as defined in the Uniform Commercial Code, are not acceptable. However, equal products may be approved upon compliance with Contract Document requirements.
  - b. Approved Products / Manufacturers / Suppliers / Distributors / Fabricators / Installers:
    - 1) Category One:
      - a) Owner has established 'Relationships' that extend beyond requirements of this Project. No substitutions or equal products will be allowed on this Project.
      - b) Specification Sections specify Owner Furnished and Owner Installed Manufacturers or Products.
      - c) Follow specified procedures to preserve relationships between Owner and specified manufacturers / suppliers and advantages that accrue to Owner from those relationships.
    - 2) Category Two:
      - a) Owner has established 'Relationships' that contain provisions extending beyond requirements of this Project. No substitutions or equal products will be allowed on this Project.
      - b) Specification Sections specify Owner Furnished and Contractor Installed Manufacturers, Suppliers, Distributors or Products.
      - c) Follow specified procedures to preserve relationships between Owner and specified manufacturers / suppliers and advantages that accrue to Owner from those relationships.
    - 3) Category Three:
      - a) Owner has established 'Relationships' that contain provisions extending beyond requirements of this Project. Use these products to preserve advantages that accrue to Owner from those programs. No substitutions or equal products will be allowed on this Project.
      - b) Specification Sections specify Contractor Furnished and Contractor Installed Manufacturers, Suppliers, Distributors, Fabricators or Products.
    - 4) Category Four:

- a) Provide only specified products available from manufacturers listed. No substitutions, private-labeled, or equal products, or mixing of manufacturers' products is allowed on this Project.
- b) In Sections where lists recapitulating Manufacturers previously mentioned in Section are included under heading 'Manufacturers' or 'Approved Manufacturers', this is intended as a convenience to Contractor as a listing of contact information only. It is not intended that all manufacturers in list may provide products where specific products and manufacturers are listed elsewhere in Section.
- c. Acceptable Products / Manufacturers / Suppliers / Installers:
  - 1) Type One: Use specified products / manufacturers unless approval to use other products / manufacturers has been obtained from Architect by Addendum.
  - Type Two: Use specified products / manufacturers unless approval to use other products and manufacturers has been obtained from Architect in writing before installing or applying unlisted or private-labeled products.
  - 3) Use 'Equal Product Approval Request Form' to request approval of equal products, manufacturers, or suppliers before bidding or before installation, as noted in individual Sections.
- d. Quality / Performance Standard Products / Manufacturers:
  - 1) Class One: Use specified product / manufacturer or equal product from specified manufacturers only.
  - 2) Class Two: Use specified product / manufacturer or equal product from any manufacturer.
  - 3) Products / manufacturers used shall conform to Contract Document requirements.

PART 2 - PRODUCTS Not Used

PART 3 - EXECUTION Not Used

## SECTION 01 6600

## PRODUCT DELIVERY, STORAGE, AND HANDLING REQUIREMENTS

# PART 1 - GENERAL

#### 1.1 SUMMARY

A. Section Includes But is Not Limited To:

1. Administrative and procedural requirements for Product Delivery, Storage, and Handling Requirements.

#### 1.2 ADMINISTRATIVE REQUIREMENTS

A. Deliver, store, and handle products according to manufacturer's recommendations, using means and methods that will prevent damage, deterioration, and loss, including theft.

## 1.3 DELIVERY AND ACCEPTANCE REQUIREMENTS

- A. Schedule delivery to reduce long-term storage at site and to prevent overcrowding of construction spaces.
- B. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
- C. Deliver products to site in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
- D. Inspect products upon delivery to ensure compliance with Contract Documents, and to ensure that products are undamaged and properly protected.

## 1.4 STORAGE AND HANDLING REQUIREMENTS

- A. Store products at site in manner that will simplify inspection and measurement of quantity or counting of units.
- B. Store heavy materials away from Project structure so supporting construction will not be endangered.
- C. Store products subject to damage by elements above ground, under cover in weathertight enclosure, with ventilation adequate to prevent condensation. Maintain temperature and humidity within range required by manufacturer's instructions.

# PART 2 - PRODUCTS Not Used

#### PART 3 - EXECUTION Not Used

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# SECTION 01 7300

## EXECUTION

# PART 1 - GENERAL

## 1.1 SUMMARY

- A. Section Includes But is Not Limited To:
  - 1. Administrative and procedural requirements for governing Execution of the Work.

## 1.2 COMMON INSTALLATION PROVISIONS

- A. Manufacturer's Instructions: Comply with Manufacturer's installation instructions and recommendations to extent that those instructions and recommendations are more explicit or stringent than requirements contained in Contract Documents. Notify Architect of conflicts between Manufacturer's installation instructions and Contract Document requirements.
- B. Provide attachment and connection devices and methods necessary for securing Work. Secure work true to line and level. Anchor each product securely in place, accurately located, and aligned with other Work. Allow for expansion and building movement.
- C. Visual Effects: Provide uniform joint widths in exposed work. Arrange joints in exposed work to obtain best visual effect. Refer questionable choices to Architect for final decision.
- D. Install each component during weather conditions and Project status that will ensure best possible results. Isolate each part of completed construction from incompatible material as necessary to prevent deterioration.
- E. Coordinate temporary enclosures with required inspections and tests, to reduce necessity of uncovering completed construction for that purpose.
- F. Mounting Heights: Where mounting heights are not shown, install individual components at standard mounting heights recognized within the industry or local codes for that application. Refer questionable mounting height decisions to Architect for final decision.

# PART 2 - PRODUCTS Not Used

PART 3 - EXECUTION Not Used

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## SECTION 01 7400

## CLEANING AND WASTE MANAGEMENT

# PART 1 - GENERAL

## 1.1 SUMMARY

- A. Includes But Not Limited To:
  - 1. Administrative and procedural requirements for Cleaning and Waste Management as described in Contract Documents.

#### B. Related Requirements:

- 1. Section 01 1200: Coordination of responsibilities for waste management.
- 2. Section 01 6400: Waste removal of Owner furnished products.
- 3. In addition to standards described in this section, comply with all requirements for cleaning-up as described in various other Sections of these Specifications.

#### 1.2 REFERENCES

- A. Definitions:
  - 1. Asphalt Pavement, Brick, and Concrete (ABC) Rubble: Rubble that contains only weathered (cured) asphalt pavement, clay bricks and attached mortar normally used in construction, or concrete that may contain rebar. The rubble shall not be mixed with, or contaminated by, another waster or debris.
  - Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
  - 3. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.
  - 4. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.
  - 5. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.
  - 6. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.
  - 7. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

#### PART 2 - PRODUCTS: Not Used

#### PART 3 - EXECUTION

#### 3.1 PROGRESS CLEANING

- A. Comply with regulations of authorities having jurisdiction and safety standards for cleaning.
- B. Keep premises broom clean during progress of the Work.
- C. Keep site and adjoining streets reasonably clean. If necessary, sprinkle rubbish and debris with water to suppress dust.

- D. During handling and installation, protect construction in progress and adjoining materials in place. Apply protective covering where required to ensure protection from soiling, damage, or deterioration until Substantial Completion.
- E. Clean and maintain completed construction as frequently as necessary throughout construction period. Adjust and lubricate operable components to ensure ability to operate without damaging effects.
- F. Supervise construction activities to ensure that no part of construction completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during construction period.
- G. Clean exposed surfaces and protect as necessary to avoid damage and deterioration.
- H. Place extra materials of value remaining after completion of associated work have become Owner's property as directed by Owner or Architect.
- I. Construction Waste Management And Disposal:
  - 1. Remove waste materials and rubbish caused by employees, Subcontractors, and contractors under separate contract with Owner and dispose of legally. Remove unsuitable or damaged materials and debris from building and from property.
    - a. Provide adequate waste receptacles and dispose of materials when full.
    - b. Properly store volatile waste and remove daily.
    - c. Do not deposit waste into storm drains, sanitary sewers, streams, or waterways. Do not discharge volatile, harmful, or dangerous materials into drainage systems.
  - 2. Do not burn waste materials or build fires on site. Do not bury debris or excess materials on Owner's property.

# 3.2 FINAL CLEANING

- A. Immediately before Substantial Completion, thoroughly clean building and area where The Work was performed. Remove all rubbish from under and about building, landscaped areas and parking lot and leave building and Project Site ready for occupancy by Owner.
- B. Comply with individual manufacturer's cleaning instructions.
- C. Clean each surface or unit to condition expected in normal, commercial building cleaning and maintenance program, including but not limited to:
  - 1. Exterior Cleaning:
    - a. Remove marks, stains, and dirt from exterior surfaces.
    - b. Remove temporary protection systems.
    - c. Clean dirt, mud, and other foreign material from paving, sidewalks, and gutters.
    - d. Clean drop inlets, through-curb drains, and other drainage structures.
    - e. Remove trash, debris, and foreign material from landscaped areas.

## SECTION 01 7700

#### CLOSEOUT PROCEDURES

# PART 1 - GENERAL

#### 1.1 SUMMARY

A. Section Includes But is Not Limited To:

1. Administrative and procedural requirements for Closeout Procedures.

## 1.2 GENERAL

- A. Closeout process consists of three specific project closeout inspections. Contractor shall plan sufficient time in construction schedule to allow for required inspections before expiration of Contract Time.
- B. Contractor shall conduct his own inspections of The Work and shall not request closeout inspections until The Work of the contract is reasonably complete and correction of obvious defects or omissions are complete or imminent.
- C. Date of Substantial Completion shall not occur until completion of construction work, unless agreed to by Architect and included on Certificate of Substantial Completion.

#### 1.3 PRELIMINARY CLOSEOUT REVIEW

A. When Architect, Owner and Contractor agree that project is ready for closeout, Pre-Substantial Inspection shall be scheduled. Preparation of floor substrate to receive carpeting and any work which could conceivably damage or stain carpet must be completed, as carpet installation will be scheduled immediately following this inspection.

# 1.4 SUBSTANTIAL COMPLETION INSPECTION

- A. When Architect, Owner and Contractor agree that project is ready for Substantial Completion, an inspection is held. Punch list created at Pre-Substantial Inspection is to be substantially complete.
- B. Prior to this inspection, Contractor shall discontinue or change over and remove temporary facilities from the site, along with construction tools, mock-ups and similar elements.
- C. Architect, Owner and Contractor review completion of punch list items. When Owner and Architect confirm that Contractor has achieved Substantial Completion of The Work, Owner, Architect and Contractor will execute Certificate of Substantial Completion that contains:
  - 1. Date of Substantial Completion.
  - 2. Punch List Work not yet completed, including seasonal and long lead items.
  - 3. Amount to be withheld for completion of Punch List Work.
  - 4. Time period for completion of Punch List Work.
  - 5. Amount of liquidated damages set forth in Supplementary Conditions to be assessed if Contractor fails to complete Punch List Work within time set forth in Certificate.
- D. Contractor shall present Closeout Submittals to Architect and place tools, spare parts, extra stock, and similar items required by Contract Documents in locations as directed by Facilities Manager.

# 1.5 FINAL ACCEPTANCE MEETING

- A. When punch list items except for any seasonal items or long lead items which will not prohibit occupancy are completed, Final Acceptance Meeting is held.
- B. Owner, Architect and Contractor execute Owner's Project Closeout Final Acceptance form, and verify:
  - 1. All seasonal and long lead items not prohibiting occupancy, if any, are identified, with committed to completion date and amount to be withheld until completion.
  - 2. Owner's maintenance personnel have been instructed on all system operation and maintenance as required by the Contract Documents.
  - 3. Final cleaning requirements have been completed.
- C. If applicable, once any seasonal and long lead items are completed, Closeout Inspection is held where Owner and Architect verify that The Work has been satisfactorily completed, and Owner, Architect and Contractor execute Closeout portion of the Project Closeout - Final Acceptance form.
- D. When Owner and Architect confirm that The Work is satisfactorily completed, Architect will authorize final payment.

PART 2 - PRODUCTS Not Used

PART 3 - EXECUTION Not Used

## SECTION 01 7800

#### CLOSEOUT SUBMITTALS

# PART 1 - GENERAL

#### 1.1 SUMMARY

A. Section Includes But is Not Limited To:

- 1. Administrative and procedural requirements for Closeout Submittals.
- B. Related Requirements:
  - 1. Section 01 3300: 'Submittal Procedures' for administrative and procedural requirements for submittal procedures.

## 1.2 ADMINISTRATIVE REQUIREMENTS

- A. Project Record Documents:
  - 1. Do not use record documents for construction purposes:
    - a. Protect from deterioration and loss in secure, fire-resistive location.
    - b. Provide access to record documents for Architect's reference during normal working hours.
  - 2. Maintain clean, undamaged set of Drawings:
    - a. Mark set to show actual installation where installation varies from the Work as originally shown.
    - b. Give particular attention to concealed elements that would be difficult to measure and record at a later date.
    - c. Mark record sets with red erasable pencil. Use other colors to distinguish between variations in separate categories of the Work.
    - d. Mark new information that is important to Owner, but was not shown on Drawings.
    - e. Note related Change Order numbers where applicable.
- B. As Built Record Drawings:
  - 1. As required in agreement with the Owner:
    - a. Architect will provide two full-size sets of prints of the As Built Record Drawings to the Facilities Management Office, printed from the updated AutoCAD drawing files or updated Revit model files, as specified by Owner, that have been modified to show actual dimensions and location of equipment, material, utility lines, and other work as actually constructed, based upon information provided by Contractor. Architect will submit updated As Built Record Drawings in PDF (ISO32000 format) to Owner.
    - b. Architect will submit following:
      - 1) Revit Model O&M lifecycle requirements to be tracked by Facility Manager.

# 1.3 CLOSEOUT SUBMITTALS

- A. Operations And Maintenance Manual:
  - 1. General:
    - a. Include closeout submittal documentation as required by Contract Documentation.
    - b. Include workmanship bonds, final certifications, equipment check-out sheets, and similar documents.
    - c. Releases enabling Owner unrestricted use of The Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
    - d. Include Project photographs, damage or settlement survey, and similar record information required by Contract Documents.
    - e. Submittal Format:

- 1) Digital copies unless otherwise noted, required for each individual specification section that include 'Closeout Submittals'.
- 2) Include only closeout submittals as defined in individual specification section as required in Contract Documents.
- 2. Project Manual:
  - a. Copy of complete Project Manual including Addenda, Modifications as defined in General Conditions, and other interpretations issued during construction:
    - 1) Mark these documents to show variations in actual Work performed in comparison with text of specifications and Modifications.
    - 2) Show substitutions, selection of options, and similar information, particularly on elements that are concealed or cannot otherwise be readily discerned later by direct observation.
- 3. Maintenance Contracts:
  - a. Digital format only.
- 4. Operations and Maintenance Data:
  - a. Digital format only:
    - 1) Cleaning instructions.
    - 2) Maintenance instructions.
    - 3) Operations instructions.
    - 4) Equipment list.
    - 5) Parts list.
- 5. Warranty Documentation:
  - a. Digital format of final, executed warranties.
- 6. Record Documentation:
  - a. Digital format only.
    - 1) Certifications.
    - 2) Color and pattern selections.
    - 3) Design Data.
    - 4) Manufacture Reports.
    - 5) Manufacturer's literature or cut sheets.
    - 6) Shop Drawings.
    - 7) Source Quality Control.
    - 8) Special Procedures.
    - 9) Testing and Inspection Agency Reports.
    - 10) Testing and Inspection Reports.

**Inventory Name** 

B. Revit Model O&M Requirements:

Item

 Architect to include all information for each instance that occurs from below list within associated family in Revit model (ie. serial numbers, warranty information, manufacturer, etc):
 a. Revit Model Items:

Categories

| 151   | Roofing, Asphalt Shingles          | Roofing |
|-------|------------------------------------|---------|
| 157-B | Roofing, Single Ply Membrane (PVC) | Roofing |

# 1.4 MAINTENANCE MATERIAL SUBMITTALS

A. Submit item(s) required by Section 01 3300 'Submittal Procedures' and as defined in individual specification section if required in Contract Documents. Items may be provided at completion of Work or with Closeout Submittals.

## 1.5 WARRANTIES

- A. When written guarantees beyond one (1) year after substantial completion are required by Contract Documents, secure such guarantees and warranties properly addressed and signed in favor of Owner. Include these documents in Operations & Maintenance Manual(s) specified above.
- B. Delivery of guarantees and warranties will not relieve Contractor from obligations assumed under other provisions of Contract Documents.

# PART 2 - PRODUCTS Not Used

## PART 3 - EXECUTION Not Used

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# **DIVISION 03: CONCRETE**

## 03 1000 CONCRETE FORMING AND ACCESSORIES

03 1511 CONCRETE ANCHORS

END OF TABLE OF CONTENTS

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## SECTION 03 1511

# ANCHORS AND INSERTS

## PART 1 - GENERAL

## 1.1 SUMMARY

- A. Products Furnished But Not Installed Under This Section:
  - 1. Cast-in anchors for concrete.
  - 2. Drilled-in mechanical anchors for concrete.
  - 3. Drilled-in adhesive anchors and inserts for concrete.
  - 4. Concrete anchors and inserts not specified elsewhere.

#### 1.2 **REFERENCES**

- A. Reference Standards:
  - 1. ASTM International:
- a. ASTM A 108-03, 'Standard Specification for Steel Bar, Carbon and Alloy, Cold Finished.'
- b. ASTM A 307-04, 'Standard Specification for Carbon Steel Bolts and Studs, 60 000 psi Tensile Strength.'
- c. ASTM A 496-05, 'Standard Specification for Steel Wire, Deformed, for Concrete Reinforcement.'
- d. ASTM A 563-04a, 'Standard Specification for Carbon and Alloy Steel Nuts.'
- e. ASTM F 1554-04, 'Standard Specification for Anchor Bolts, Steel, 36, 55, and 105-ksi Yield Strength.

## 1.3 SUBMITTALS

- A. Action Submittals:1. Product Data: Manufacturer's product literature for each item.
- B. Informational Submittals:
  - 1. Test And Evaluation Reports: ICC ES Evaluation Report indicating conformance with the current applicable ICC ES Acceptance Criteria.
  - 2. Manufacturer's Instructions: Manufacturer's published installation recommendations for each item.

#### PART 2 - PRODUCTS

#### 2.1 MATERIALS

b.

- A. Manufactured Units:
  - 1. General:
- a. Use hot-dipped galvanized or stainless steel with matching nuts and washers in exterior and moist interior applications unless indicated otherwise on Drawings.
  - Nut: Conform to requirements of ASTM A 563, Grade A, Hex.
    - 2. Threaded rod for adhesive anchors and cast-in anchors: Conform to requirements of ASTM A 307, Grade A or ASTM F 1554.
    - 3. Anchor Bolts:
- a. J-Bolts: Non-headed type threaded 2 inches 50 mm minimum conforming to requirements of ASTM A 307, Grade A. Anchor hook to project 2 inches 50 mm minimum including bolt diameter.
- b. Headed Bolts: Headed type threaded 2 inches 50 mm minimum conforming to requirements of ASTM A 307, Grade A.
  - 4. Drilled-in Adhesive Anchors:

5.

- a. Cartridge Injection Adhesive Anchors.
- b. Products shall have current ICC ES Evaluation report conforming to current ICC ES Acceptance Criteria AC308.
- c. Rod diameter and embedment length as indicated on Drawings.
- d. Type Two Acceptable Products:
  - 1) HIT-RE 500-SD by Hilti Fastening Systems, Tulsa, OK www.us.hilti.com.
  - 2) Equal as approved by Architect before installation. See Section 01 6200.
  - Drilled-In Mechanical Anchors (Expansion Bolts):
- a. Provide anchors with length identification markings conforming to ICC ES ICC ES AC 193.
- b. Products shall have current ICC ES Evaluation report conforming to current ICC ES Acceptance Criteria AC193.
- c. Type Two Acceptable Products:
  - . 1) Kwik Bolt TZ, HSL-3, HAD by Hilti Fastening Systems, Tulsa, OK www.us.hilti.com.
  - 2) Equal as approved by Architect before installation. See Section 01 6200.

6. Screw Anchors:

- a. Type Two Acceptable Products:
  - 1) HUS-H Screw Anchor by Hilti, Tulsa, OK www.us.hilti.com.
  - 2) Titen HD by Simpson Strong Tie Co, Dublin, CA www.strongtie.com.
  - 3) Equals as approved by Architect through shop drawing submittal before installation. See Section 01 6200.

# PART 3 - EXECUTION

# 3.1 EXAMINATION

- A. Verification of Conditions:
  - 1. Embedded Items:
- a. Identify position of reinforcing steel and other embedded items before drilling holes for anchors. Exercise care in coring or drilling to avoid damaging existing reinforcing or embedded items. Take precautions as necessary to avoid damaging pre-stressing tendons, electrical and telecommunications conduit, and gas lines.
- b. Notify the Engineer if reinforcing steel or other embedded items are encountered during drilling.
  - 2. Base Material Strength: Unless otherwise specified, do not drill holes in concrete or masonry until concrete, mortar, or grout has achieved full design strength.

# 3.2 INSTALLATION

- A. Drilled-In Anchors:
  - 1. General:
- a. Drill holes with rotary impact hammer drills using carbide-tipped bits or core drills using diamond core bits.
- b. Unless otherwise shown on the Drawings, drill holes perpendicular to concrete surface.
- c. Where anchors are to be installed in cored holes, use core bits with matched tolerances specified by Manufacturer. Cores holes may only be used if acceptable to Manufacturer.
- d. Perform anchor installation in accordance with Manufacturer's published instructions.
  2. Drilled-in Mechanical Anchors:
- a. Protect threads from damage during anchor installation.
- b. Set anchors to manufacturer's recommended torque, using a torque wrench. Following attainment of 10 percent of specified torque, 100 percent of specified torque shall be reached within 7 or fewer complete turns of nut. If specified torque is not achieved within required number of turns, remove and replace anchor, unless otherwise directed by Architect.
  - 3. Drilled-in Adhesive Anchors:
- a. Clean holes in accordance with Manufacturer's published instructions before installation of adhesive. Follow Manufacturer's recommendations to ensure proper mixing of adhesive components.
- b. Inject adhesive into holes proceeding from bottom of hole and progressing toward surface so as to avoid introduction of air pockets into adhesive. Inject sufficient adhesive into hole to ensure that annular gap is filled to surface.

- c. Remove excess adhesive from surface.
- d. Shim anchors with suitable device to center anchor in hole. Do not disturb or load anchors before Manufacturer's specified cure time has elapsed.
- e. Observe Manufacturer's recommendations with respect to installation temperatures for adhesive anchors.

# 3.3 FIELD QUALITY CONTROL

- A. Special inspection shall be performed according to Manufacturer's submitted ICC ES Evaluation Report. Notify Architect one week before installing anchors so testing may be scheduled.
- B. Testing: 10 percent of each type and size of drilled-in anchor shall be proof loaded by Owner's independent testing laboratory. Adhesive anchors will not be torque tested unless otherwise directed by Architect. If more than 10 percent of tested anchors fail to achieve specified torque or proof load within limits defined on Drawings, all anchors of same diameter and type as failed anchors shall be tested at the Contractors expense, unless otherwise instructed by Architect.
  - 1. Torque will be applied with calibrated torque wrench.
  - 2. Proof loads will be applied with calibrated hydraulic ram. Displacement of adhesive anchors at proof load shall not exceed D/10, where D is nominal anchor diameter.
- C. Remove and replace misplaced or malfunctioning anchors. Fill empty anchor holes and patch failed anchor locations with high-strength, non-shrink, non-metallic grout acceptable to Architect. Anchors that fail to meet proof load or installation torque requirements will be regarded as malfunctioning.

DIRECT-PULL TENSION PROOF TEST LOADS TABLE FOR THREADED RODS ANCHORED WITH SIMPSON SET ADHESIVE SYSTEM IN 2000 PSI NORMAL WEIGHT CONCRETE OR 2000 PSI NORMAL WEIGHT MASONRY UNITS & GROUT COMPRESSIVE STRENGTH

| ROD<br>DIAMETER,<br>(INCH) | EMBEDDED DEPTH,<br>(INCH) |         | PROOF LOAD,<br>(LBS) |         |
|----------------------------|---------------------------|---------|----------------------|---------|
|                            | CONCRETE                  | MASONRY | CONCRETE             | MASONRY |
| 1/2" DIAMETER              | 4-1/4"                    | 5"      | 2500 #               | 2500 #  |
| 5/8"<br>DIAMETER           | 5"                        | 5"      | 3000 #               | 3000 #  |
| 3/4"<br>DIAMETER           | 6-3/4"                    | 5"      | 3500 #               | 3500 #  |

# DIVISION 05: METALS

#### 050500 COMMON WORK RESULTS OF METALS

05 0523 METAL FASTENINGS

#### 051000 STRUCTURAL METAL FRAMING

05 1200 STRUCTURAL STEEL FRAMING

END OF TABLE OF CONTENTS

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## SECTION 05 0523

## METAL FASTENING

## PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Includes But Not Limited To:
  - 1. Quality of structural bolts used on Project.
  - 2. Requirements and standards for site welded metal-to-metal connections.

#### B. Related Sections:

- 1. Furnishing and installing of structural bolts specified under Section concerned.
- 2. Performance of welding specified under Section concerned.

## 1.2 REFERENCES

- A. American Society For Testing And Materials:
  - 1. ASTM A 36-03a, 'Standard Specification for Carbon Structural Steel.'
  - 2. ASTM A 108-99, 'Standard Specification for Steel Bars, Carbon, Cold Finished, Standard Quality.'
  - 3. ASTM A 307-03, 'Standard Specification for Carbon Steel Bolts and Studs, 60 000 psi Tensile Strength.'
  - 4. ASTM A 325-02, 'Standard Specification for High-Strength Bolts for Structural Steel Joints.'
  - 5. ASTM A 496-02, 'Standard Specification for Steel Wire, Deformed, for Concrete Reinforcement.'
- B. American Welding Society / American National Standards Institute:
  - 1. AWS / ANSI D1.1-2003, 'Structural Welding Code Steel.'
  - 2. AWS / ANSI D1.3-1998, 'Structural Welding Code Sheet Steel.'

#### 1.3 QUALITY ASSURANCE

- A. Qualifications: Welders shall be certified 30 days minimum before beginning work on Project. If there is doubt as to proficiency of welder, Architect may require welder to take another test, at no expense to Owner. Certification shall be by Pittsburgh Laboratories or other authority approved by Architect.
- B. Certifications: Maintain welder's certifications on job-site.

### PART 2 - PRODUCTS

#### 2.1 MANUFACTURED UNITS

- A. Bolts And Threaded Fasteners:
  - 1. Anchor Rods For Steeple Base Connections: Conform with ASTM A 36.
  - 2. Bolts:
    - a. Anchor Bolts: Non-headed type threaded 2 inches 50 mm minimum conforming to ASTM A 307, Grade A. Anchor hook to project 2 inches 50 mm minimum including bolt diameter.
    - b. All Other Bolts: Conform to requirements of ASTM A 307, Grade A.
    - c. Ordinary Moment frame bolts: ASTM A490.

B. Arc-Welding Electrodes: Type E70XX AWS Iron and Steel Arc-welding electrodes and meeting current AISC Specifications.

# PART 3 - EXECUTION

## 3.1 PERFORMANCE

- A. Welding shall meet requirements of ANSI / AWS D1.1 and D1.3.
- B. Minimum weld sizes, unless detailed otherwise.
  - 1. Weld pipe columns to base plates and top plates with 1/4 inch 6 mm fillet weld all around.
  - 2. Weld glu-lam connection side plates to base plates with 1/4 inch 6 mm fillet weld all along outside edges.
  - 3. Weld stiffeners to pipe columns with 1/4 inch 6 mm fillet weld all around.
- C. Installation of bolts shall meet AISC requirements.

## SECTION 05 1200

## STRUCTURAL STEEL FRAMING

## PART 1 - GENERAL

## 1.1 SUMMARY

- A. Includes But Not Limited To:
  - 1. Furnish and install structural steel framing as part of building structure as described in Contract Documents.
- B. Products Furnished But Not Installed Under This Section:
  - 1. Structural anchors, plates, channels, angles, etc, to be cast into concrete.
- C. Related Requirements:
  - 1. Section 03 3111: Installation of structural items to be cast into concrete.
  - 2. Sections under 04 2000 heading: Installation of structural items to be embedded in masonry.

## 1.2 REFERENCES

- A. Reference Standards:
  - 1. American Institute of Steel Construction / American National Standards Institute:
    - a. AISC / ANSI 341-2005, 'Seismic Provisions for Structural Steel Buildings.'
    - b. AISC / ANSI 360-2005, 'Specification for Structural Steel Buildings.'
  - 2. ASTM International:
    - a. ASTM A 36-05, 'Standard Specification for Carbon Structural Steel.'
    - b. ASTM A 53-05, 'Standard Specification for Pipe, Steel, Black and Hot Dipped, Zinc Coated, Welded and Seamless.'
    - c. ASTM A 500-03a, 'Standard Specification for Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes.'
    - d. ASTM A 992-04a, 'Standard Specification for Structural Steel Shapes.'

# 1.3 SUBMITTALS

- A. Action Submittals:
  - 1. Product Data: Submit product data and samples, if requested by Architect.
  - 2. Shop Drawings:
    - a. Shop drawings and calculations, prepared and stamped by structural engineer, shall include, but not be limited to, plans, elevations, and large scale details of typical sections, connections, joining, and accessories.
    - b. Show other fabricated work.

# PART 2 - PRODUCTS

#### 2.1 COMPONENTS

- A. Materials:
  - 1. Beams, Columns, Angles, Channels, and Miscellaneous steel parts of steel framing systems.
    - a. Meet requirements of ASTM A 36.

- b. S, HP, C, or TEE shapes in horizontal or vertical application, together with angles, plates, etc, as shown on Drawings.
- 2. Beams 'W' shapes: Meet requirements of ASTM A 992 without supplementary requirements.
- 3. Structural Pipe:
  - a. Meet requirements of ASTM A 53, Type E or S, Grade B.
    - 1) Weight Class, STD, Schedule 40.
    - 2) Weight Class, XS, Schedule 80.
- 4. Structural Tubing: Meet requirements of ASTM A 500, Grade B.

## B. Fabrication:

- 1. Requirements: Structural metal shall be product of domestic mill.
- 2. AISC / ANSI 360 shall serve as minimum standard.
- 3. Fabricate items to be embedded in concrete or masonry according to approved details of work to be connected.
- C. Finishes: Shop prime structural steel.

## PART 3 - EXECUTION

#### 3.1 EXAMINATION

A. Do not begin structural steel framing erection until structural support components have been installed and are in suitable condition to receive framing.

# 3.2 ERECTION

- A. Interface With Other Work: Furnish items to be embedded in concrete or masonry to Division 03 or 04 respectively in time to be securely tied in place before placing concrete and grout.
- B. AISC's 'Specification for Structural Steel Buildings' March 2005 and 'Code of Standard Practice for Steel Buildings and Bridges' March 2005 shall serve as minimum standards. Erection includes setting, aligning, and bracing as necessary.
- C. Do not overload or exceed carrying capacity of any structural steel element during construction period.
- D. Bridging installation shall proceed concurrently with truss erection and be completed before trusses are subjected to construction loads. Do not remove bridging after construction is complete.
- E. Plates or Channels Embedded in Concrete: Tack weld bolts to plates or channels to prevent bolts from turning when nuts are tightened.
- F. Immediately after erection, clean completed field connections and damaged surfaces with solvents and hand or power tools. After cleaning, apply corrosion-resistant primer compatible with factory-applied primer.

# DIVISION 06: WOOD, PLASTICS, AND COMPOSITES

#### 06 1000 ROUGH CARPENTRY

- 06 1011 WOOD FASTENINGS
- 06 1100 WOOD FRAMING
- 06 1636 WOOD PANEL PRODUCT SHEATHING
- 06 1712 STRUCTURAL COMPOSITE LUMBER: SCL

END OF TABLE OF CONTENTS

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## SECTION 06 1011

#### WOOD FASTENINGS

## PART 1 - GENERAL

## 1.1 SUMMARY

- A. Includes But Not Limited To:
  - 1. Quality of wood fastening methods and materials unless specified otherwise.

#### B. Related Sections:

- 1. Section 05 0523: Quality of bolts used on Project.
- 2. Furnishing and installing of fasteners specified in individual Sections where installed.

# 1.2 REFERENCES

A. American Society For Testing And Materials:

1. ASTM F 1667-02a, 'Standard Specification for Driven Fasteners: Nails, Spikes, and Staples.'

## 1.3 **DEFINITIONS**

- A. Nail Terminology:
  - 1. When following nail terms are used in relation to this Project, following lengths and diameters will be understood. Refer to nails of other dimensions by actual length and diameter, not by one of listed terms:

| Nail Term  | Length       | Diameter   | Length  | Diameter |  |  |
|------------|--------------|------------|---------|----------|--|--|
| 8d Box     | 2-1/2 inches | 0.113 inch | 63.5 mm | 2.827 mm |  |  |
| 8d Common  | 2-1/2 inches | 0.131 inch | 63.5 mm | 3.389 mm |  |  |
| 10d Box    | 3 inches     | 0.128 inch | 76.2 mm | 3.251 mm |  |  |
| 10d Common | 3 inches     | 0.148 inch | 76.2 mm | 3.759 mm |  |  |
| 16d Box    | 3-1/2 inches | 0.135 inch | 88.9 mm | 3.411 mm |  |  |
| 16d Sinker | 3-1/4 inches | 0.148 inch | 82.6 mm | 3.759 mm |  |  |
| 16d Common | 3-1/2 inches | 0.162 inch | 88.9 mm | 4.115 mm |  |  |

#### 1.4 SUBMITTALS

- A. Shop Drawings:
  - 1. Submit diameter and lengths of fasteners proposed for use on Project. If length or diameter of proposed fasteners differ from specified fasteners, also include technical and engineering data for proposed fasteners including, but not limited to:
    - a. Adjusted fastener spacing where using proposed fasteners and,
    - b. Adjusted number of fasteners necessary to provide connection capacity equivalent to specified fasteners.
  - 2. Submit on powder-actuated fasteners other than those specified in Contract Documents showing design criteria equivalents at each application.
  - 3. Show type, quantity, and installation location of framing anchors. Where necessary, reference Drawing details, etc, for installation locations.
- B. Quality Assurance / Control: Manufacturer's literature on framing anchors and powder actuated fasteners.

# PART 2 - PRODUCTS

## 2.1 MATERIALS

- A. Fasteners:
  - 1. Fasteners in contact with preservative treated wood shall be hot-dipped galvanized or G-185 coated.
  - 2. Nails:
    - a. Meet requirements of ASTM F 1667.
    - b. Unless noted otherwise, nails listed on Drawings or in Specifications shall be common nail diameter, except 16d nails, which shall be box diameter.
  - 3. Wood Screws: Standard type and make for job requirements.
  - 4. Powder-Actuated Fasteners:
    - a. Class Two Quality Standard: Hilti X-DNI 62P8.
    - b. Manufacturers:
      - 1) Hilti, Tulsa, OK www.hilti.com.
      - 2) Ramset / Redhead Division of ITW, Wood Dale, IL www.ramset-redhead.com and Markham, ON www.itwconstruction.ca.
      - 3) Equals as approved by Architect through shop drawing submittal before installation. See Section 01 6000.
  - 5. Expansion Bolts:
    - a. Type Two Acceptable Products:
      - 1) Kwik Bolt 3 by Hilti, Tulsa, OK www.hilti.com.
      - 2) Trubolt by Ramset / Redhead Division of ITW, Wood Dale, IL www.ramsetredhead.com and Markham, ON www.itwconstruction.ca.
      - 3) Equals as approved by Architect through shop drawing submittal before installation. See Section 01 6000.
  - 6. Screw Anchors:
    - a. Type Two Acceptable Products:
      - 1) HUS-H Screw Anchor by Hilti, Tulsa, OK www.hilti.com.
      - 2) Titen HD by Simpson Strong Tie Co, Dublin, CA www.strongtie.com.
      - 3) Equals as approved by Architect through shop drawing submittal before installation. See Section 01 6000.

## B. Adhesives:

- Construction Mastics: Meet requirements of American Plywood Association Specification AFG-01 September 1974. Use phenol-resorcinol type for use on pressure treated wood products.
- C. Framing Anchors:
  - Framing anchors and associated fasteners in contact with preservative treated wood shall be hotdipped galvanized, G-185 coated, or stainless steel. However, do not use stainless steel items with galvanized items.
  - 2. Type Two Acceptable Products:
    - a. Advanced Connector Systems (ACS), Tempe, AZ www.acsboss.com.
    - b. KC Metals Inc, San Jose, CA www.kcmetals.com.
    - c. Simpson Strong Tie Co, Dublin, CA www.strongtie.com.
    - d. United Steel Products Co Inc (USP), Montgomery, MN www.uspconnectors.com.
    - e. Equals as approved by Architect through shop drawing submittal before installation. See Section 01 6000.

# PART 3 - EXECUTION

## 3.1 ERECTION

- A. Secure one Manufacturer approved fastener in each hole of framing anchor that bears on framing member unless approved otherwise in writing by Architect. 'Boss' system by ACS is acceptable nailing system for framing anchors.
- B. Provide bolt heads and nuts bearing on wood with washers.

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## SECTION 06 1100

#### WOOD FRAMING

## PART 1 - GENERAL

## 1.1 SUMMARY

- A. Includes But Not Limited To:
  - 1. Furnish and install wood framing and blocking as described in Contract Documents.

## B. Products Installed But Not Supplied Under This Section:

- 1. Miscellaneous structural steel elements.
- 2. Wood trusses.
- 3. Glue-laminated structural units.
- 4. Structural composite lumber.
- 5. Wood 'l' joists.

#### C. Related Sections:

- 1. Section 05 1223: Furnishing of miscellaneous structural steel.
- 2. Section 06 0573: Quality of Preservative Wood Treatment.
- 3. Section 06 1712: Furnishing of structural composite lumber.
- 4. Section 06 1733: Furnishing of wood 'l' joists.
- 5. Section 06 1753: Furnishing of wood trusses.
- 6. Section 06 1800: Furnishing of glue-laminated structural units.
- 7. Section 06 4313: Wood stair treads and risers.

# 1.2 REFERENCES

- A. Truss Plate Institute:
  - 1. TPI / WTCA Booklet BCSI-03, 'Guide for Handling, Installing, Installing, and Bracing of Metal Plate Connected Wood Trusses.'
- B. U. S. Department of Commerce:
  - 1. Voluntary Product Standard DOC PS 20-99, 'American Softwood Lumber Standard.'
- C. Canadian Standards Association:
  - 1. CAN / CSA-O86.1-M89, 'Engineering Design in Wood (Limit States Design).'
  - 2. CAN / CSA-O141-91, 'Softwood Lumber.'
  - 3. CAN / CSA-O151-M1978, 'Canadian Softwood Plywood.'

# 1.3 SUBMITTALS

- A. Quality Assurance / Control:
  - 1. Technical and engineering data on nails to be set by nailing guns for Architect's approval of types proposed to be used as equivalents to specified hand set nails and adjusted number and spacing of pneumatically-driven nails to provide equivalent connection capacity.
  - 2. Copies of pamphlets specified in REFERENCE Article. After Architect's examination, keep pamphlets on Project site with approved shop drawings. Pamphlets may be obtained from Truss Plate Institute, Wood Truss Council of America, or from Truss Fabricator.

# 1.4 QUALITY ASSURANCE

- A. Pre-Installation Conference:
  - 1. Schedule pre-installation conference immediately before beginning framing work.
  - 2. Review items such as:
    - a. Equipment and gypsum board blocking in wood framed walls.
    - b. Operable partition headers.
    - c. Rough opening requirements
    - d. Shear walls and struts.
    - e. Nails and nailing requirements.
    - f. Truss installation.
    - g. Connections.

## 1.5 DELIVERY, STORAGE, AND HANDLING

- A. Protect lumber and plywood and keep under cover in transit and at job site.
- B. Do not deliver material unduly long before it is required.
- C. Store lumber and plywood on level racks and keep free of ground to avoid warping. Stack to insure proper ventilation and drainage.
- D. Handle and store wood trusses in accordance with TPI / WTCA Booklet BCSI, except trusses may be unloaded by dumping if trusses are shipped horizontally, are rolled off low profile roller bed trailer, and no part of any truss is required to drop more than 18 inches 450 mm.

# PART 2 - PRODUCTS

# 2.1 MATERIALS

- A. Dimension Lumber:
  - 1. Meet requirements of PS 20 and National Grading Rules for softwood dimension lumber.
  - 2. Bear grade stamp of WWPA, SPIB, or other association recognized by American Lumber Standards Committee identifying species of lumber by grade mark or by Certificate of Inspection.
  - 3. Identify lumber and plywood by grade mark or Certificate of Inspection issued by approved lumber grading or inspection bureau or agency. Graded American lumber may be used, subject to CLSAB approval.
  - 4. Lumber 2 inches 50 mm or less in nominal thickness shall not exceed 19 percent in moisture content at time of fabrication and installation and be stamped 'S-DRY', 'K-D', or 'MC15.'
  - 5. Lumber shall be S4S.
  - 6. Preservative Treated Plates / Sills:
    - a. 2x4 38 mm by 64 mm: Standard and better Douglas Fir, Southern Pine, or HemFir, or StrandGuard by Trus Joist, Boise, ID www.tjm.com.
    - b. 2x6 38 mm by 140 mm And Wider: No. 2 or or MSR 1650f 1.5e Douglas Fir, Southern Pine, HemFir, or StrandGuard by Trus Joist, Boise, ID www.trusjoist.com.
- B. Posts, Beams, And Timbers 5 Inches by 5 Inches 125 mm by 125 mm And Larger: No. 1 or better Douglas Fir or Southern Pine.
- C. Lumber Ledgers: No. 1 Douglas Fir, Larch, or Southern Pine.
- D. Folding Partition Headers: New, unused plywood conforming to plywood specification requirements of Section 06 1636.
- E. Blocking: Sound lumber without splits, warps, wane, loose knots, or knots larger than 1/2 inch 13 mm.

- F. Furring Strips: Utility or better.
- G. Sill Sealer: Closed-cell polyethylene foam, 1/4 inch 6 mm thick by width of plate.

# PART 3 - EXECUTION

## 3.1 ERECTION

- A. General: Use preservative treated wood for wood members in contact with concrete or masonry, including wall, sill, and ledger plates, door and window subframes and bucks, etc.
- B. Interface With Other Work:
  - 1. Coordinate with other Sections for location of blocking required for installation of equipment and building specialties. Do not allow installation of gypsum board until required blocking is in place.
  - 2. Where manufactured items are to be installed in framing, provide rough openings of dimensions within tolerances required by manufacturers of such items. Confirm dimensions where not shown on Drawings.
- C. Floors:
  - 1. Place with crown side up.
  - 2. Provide accurately fitted header and trimmer joists of same size as regular joists around floor openings, unless detailed otherwise, and support by steel joist hangers.
  - 3. Double joists under partitions that parallel run of joists.

#### D. Walls:

- 1. Tolerances:
  - a. 1/4 inch 6 mm in 20 feet 6 meters, non-cumulative in length of wall.
  - b. 1/8 inch 3 mm in 10 feet 3 meters with 1/4 inch 6 mm maximum in height of wall.
  - c. Distances between parallel walls shall be 1/4 inch 6 mm maximum along length and height of wall.
- 2. Openings: Single, bearing stud supporting header and one adjacent stud continuous between plates, unless shown otherwise.
- 3. Corners And Partition Intersections: Triple studs.
- 4. Top Plates In Bearing Partitions: Doubled or tripled and lapped. Stagger joints at least 48 inches 1 200 mm.
- 5. Firestops:
  - a. Horizontal or vertical concealed spaces in walls, light coves, soffits, drop ceilings, and other features over 10 feet 3 000 mm in length or height, and at stairs, ceiling levels, floor levels, and other junctures of horizontal to vertical concealed spaces.
  - b. Within concealed spaces of exterior wall finishes and exterior architectural elements, such as trims, cornices or projections, at maximum intervals of 20 feet 6 000 mm, length or height.
- 6. Sill Plates:
  - a. Shear Walls And Bearing Walls:
    - 1) Provide specified anchor 12 inches 300 mm maximum and 4 inches 100 mm minimum from each end of each plate.
    - 2) Shear Walls: Fasten only with anchor bolts embedded in foundation wall.
    - 3) Bearing Walls: Fasten with anchor bolts embedded in slab, or with screw anchors or expansion bolts in drilled holes.
  - b. Non-Bearing Walls: Fasten with powder actuated fasteners.
  - c. In addition to requirements of paragraphs 'a' and 'b' above, set sill plates of interior walls measuring less than 36 inches 900 mm in length in solid bed of specified construction adhesive, except where sill sealer is used.
  - d. Install specified seal sealer under sill plates of exterior walls of main building and of acoustically insulated interior walls.
- 7. Posts And Columns: Unless shown otherwise, nail members of multiple member columns together with 16d at 6 inches 150 mm on center from each side.
- 8. Beams And Girders:

- a. Built-Up Members:
  - 1) Stagger individual members of multiple span beams and girders so, over any one support, no more than half the members will have a joint. In all cases, however, joints shall occur over supports.
  - 2) Unless shown otherwise on Drawings, nail two-ply built-up members with 10d nails 12 inches 300 mm on center top and bottom, staggered on opposite sides. Nail three-ply built-up members with 16d nails at 12 inches 300 mm on center, top and bottom, staggered, on opposite sides. Set with crown edge up with full bearing at ends and intermediate supports.
- b. Pre-Fabricated Members:
  - 1) Solid glu-lam, LVL or PSL members may be used in place of built-up 2x 38 mm framing members. Size shall be same as built-up member.
  - 2) Solid LVL or PSL members may be used in place of built-up LVL members. Size shall be same as sum of built-up members.
- c. Wood shims are not acceptable under ends.
- d. Do not notch framing members unless specifically shown in Drawing detail.
- 9. Nailing:
  - a. Stud to plate:

| 2 by 4 inch nominal      | 38 by 89 mm      | End nail, two 16d OR toe nail, four 8d   |  |  |
|--------------------------|------------------|--|--|--|
| 2 by 6 inch nominal      | 38 by 140 mm     | End nail, three 16d OR toe nail, four 8d |  |  |
| 2 by 8 inch nominal      | 38 by 184 mm     | End nail, four 16d OR toe nail, six 8d   |  |  |
| 2 by 10 inch nominal     | 38 by 235 mm     | End nail, five 16d OR toe nail, six 8d   |  |  |
| 1-3/4 by 5-1/2 inch LVL  | 44 by 140 mm LVL | End nail, three 16d OR toe nail, four 8d |  |  |
| 1-3/4 by 7-1/4 inch LVL  | 44 by 184 mm LVL | End nail, four 16d OR toe nail, six 8d   |  |  |
| 1-3/4 by 9-1/4 inch LVL  | 44 by 235 mm LVL | End nail, five 16d OR toe nail, six 8d   |  |  |
| 1-3/4 by 11-1/4 inch LVL | 44 by 286 mm LVL | End nail, six 16d OR toe nail eight 8d   |  |  |
|                          |                  |  |  |  |

- b. Top plates: Spiked together, 16d, 16 inches 400 mm on center.
- c. Top plates: Laps, lap members 48 inches 1200 mm minimum and nail with 16d nails 4 inches 100 mm on center
- d. Top plates: Intersections, three 16d.
- e. Backing And Blocking: Three 8d, each end.
- f. Corner studs and angles: 16d, 16 inches 400 mm on center.
- E. Roof And Ceiling Framing:

C.

- 1. Place with crown side up at 16 inches 400 mm on center unless noted otherwise.
- 2. Install structural blocking and bridging as necessary and as described in Contract Documents.
- 3. Special Requirements:
  - a. Roof And Ceiling Joists: Lap joists 4 inches 100 mm minimum and secure with code approved framing anchors.
  - b. Roof Rafters And Outlookers :
    - 1) Cut level at wall plate and provide at least 2-1/2 inches 64 mm bearing where applicable. Spike securely to plate with three 16d nails.
    - 2) Attach to trusses or other end supports with framing anchors described in Contract Documents.
    - 3) Provide for bracing at bearing partitions.
    - Folding Partition Headers And Header Backing:
      - 1) Provide for double or single track as required by Folding Partition Manufacturer.
      - 2) Stagger joints in plywood.
      - 3) Glue plywood layers together with continuous bead 2 inches 50 mm in from each edge and every 4 inches 100 mm on center between. In addition, Screw layers together with 1-1/4 inch 32 mm screws one inch 25 mm in from each edge and 12 inches 300 mm on center for length of header.
      - 4) Secure headers and header backing to structure as described in Contract Documents.
- 4. Installation of Wood Trusses:
  - a. Handle, erect, and brace wood trusses in accordance with TPI / WTCA Booklet BCSI.
  - b. Do not install damaged or broken wood trusses. Replace wood trusses that are broken, damaged, or have had members cut out during course of construction.
  - c. Provide construction bracing for trusses in accordance with TPI DSB-89.
  - d. Provide continuous 2x4 horizontal web bracing as shown on truss shop drawings.

- 1) Secure bracing to each truss with two 10d or 16d nails.
- 2) Lap splice bracing by placing bracing members side by side on common web member. Butt splices are not acceptable.
- e. Unless directed or shown otherwise, provide diagonal 2x4 bracing between trusses at each line of horizontal web bracing.
  - 1) This diagonal bracing shall be continuous and extend from junction of web and top chord of one truss to junction of web and bottom chord of different truss.
  - 2) Install bracing at approximately 45 degree angle. Bracing will extend over three trusses minimum or more as determined by height of trusses and 45 degree installation angle.
  - 3) Install brace on side of web opposite horizontal web bracing and nail to each web with two 10d or 16d nails.
  - 4) Install one brace every 20 feet as measured from top of brace to top of next brace.
- 5. Installation of Glue-Laminated Structural Units:
  - a. Install work in accordance with Fabricators instructions and Glue-Lam Erection Safety Practices.
  - b. Adequately support and brace work until tied into building structure to insure against collapse due to wind or other forces.
  - c. Maintain protection of beams until roofing has been installed.
- 6. Installation of Structural Composite Lumber:
  - a. Install temporary horizontal and cross bracing to hold members plumb and in safe condition until permanent bracing is installed.
  - b. Install permanent bracing and related components before application of loads to members.
- 7. Installation of Plywood Web Joists:
  - a. Handle, erect, and brace plywood web joists in accordance with Manufacturer's instructions.
  - b. Do not install damaged or broken plywood web joists.
  - c. Install temporary horizontal and cross bracing to hold members plumb and in safe condition until permanent bracing is installed.
  - d. Cut holes through webs at locations or of sizes shown on Drawings and as recommended by Manufacturer.
- F. Accessory / Equipment Mounting And Gypsum Board Back Blocking (nailers):
  - 1. Furnish and install blocking in wood framing required for hardware, specialties, equipment, accessories, and mechanical and electrical items, etc.
  - 2. Furnish and install back blocking in wood framing required for joints in gypsum wallboard.
    - a. Install back blocking between I-joist framing members with equivalent of Simpson Z2 clips attached with four 10d x 1-1/2 inch nails at each end, two into I-joist and two into blocking.
    - b. Attach back blocking at trusses, stick framing, or walls with two 10d nails in each end of each piece of blocking.
- G. Furring Strips
  - 1. On Wood or Steel: Screw as required to secure firmly.
  - 2. On Concrete or Masonry:
    - a. Back up furring strips on exterior walls or walls in contact with earth with 15 lb felt strip.
    - b. Nail at 12 inches 300 mm on center maximum.

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#### SECTION 06 1636

#### WOOD PANEL PRODUCT SHEATHING

#### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Includes But Not Limited To:
  - 1. Furnish and install wood panel product sheathing required for walls, roofs, and floors as described in Contract Documents.

### 1.2 QUALITY ASSURANCE

A. Pre-Installation Conference: Participate in pre-installation conference specified in Section 06 1100.

#### 1.3 DELIVERY, STORAGE, AND HANDLING

- A. Protect sheathing and keep under cover in transit and at job site.
- B. Do not deliver material unduly long before it is required.
- C. Store sheathing on level racks and keep free of ground. Stack to insure proper ventilation and drainage.

#### PART 2 - PRODUCTS

#### 2.1 MATERIALS

- A. Sheathing:
  - 1. Meet requirements of PS 1-95, PS 2-92, PRP-108 (APA), or PRP-133 (TECO). Except where plywood is specifically indicated on Drawings, oriented strand board (OSB) is acceptable.
  - 2. Every sheet of sheathing shall be stamped as follows:
  - a. Appropriate APA, TECO, or PFS grade stamp identifying thickness and span rating.
  - Sheathing shall not exceed 18 percent moisture content when fabricated or more than 19 percent when installed in Project.
  - 4. Sheathing 3/4 inch 19 mm thick and thicker used for single-layer subflooring shall be tongue and groove.
  - 5. Sheathing used for same purpose shall be of same thickness. In all cases, thickness specified is minimum required regardless of span rating.
  - 6. Minimum span ratings for given thicknesses shall be as follows:

| Thickness         |                 | Span Rating |
|-------------------|-----------------|-------------|
| 3/8 inch          | 9.5 mm          | 24 / 0      |
| 15/32 inch actual | 11.9 mm actual  | 32 / 16     |
| 1/2 inch nominal  | 12.5 mm nominal | 32 / 16     |
| 19/32 inch actual | 15.1 mm actual  | 40 / 20     |
| 5/8 inch nominal  | 15.9 mm nominal | 40 / 20     |
| 23/32 inch actual | 18.3 mm actual  | 48 / 24     |
| 3/4 inch nominal  | 19 mm nominal   | 48 / 24     |

B. Nails:

- 1. 3/8 inch 9.5 mm panel thickness: 8d common or box.
- 2. 15/32 inch 11.9 mm and thicker panels: 10d common or galvanized box.

### PART 3 - EXECUTION

#### 3.1 INSTALLATION

- A. General:
  - 1. Top of nail heads shall be flush with sheathing surface.
  - 2. Use of edge clips to provide spacing between sheathing panels is acceptable.
  - 3. Place nails at least 3/8 inch 9.5 mm in from edge.

#### B. Wall Sheathing:

- 1. Spacing: Provide 1/8 inch 3 mm space between sheets at end and edge joints.
- 2. Edge Bearing And Blocking:
  - a. Panel edges shall bear on framing members and butt along their center lines.
  - b. Back block panel edges, which do not bear on framing members, with 2 inch nominal 45 mm framing.
- 3. Size:
  - a. 15/32 inch actual 12 mm minimum thickness.
  - b. Do not install any piece of wall sheathing with shortest dimension of less than 24 inches 600 mm.

## C. Roof Sheathing:

- 1. Placing:
  - a. Lay face grain at right angles to supports. Provide blocking for support where framing turns at roof overhang.
  - b. Provide 1/8 inch 3 mm space between sheets at end and side joints.
  - c. Stagger panel end joints.
  - d. Sheathing shall be continuous of two spans minimum.
- 2. Size:
  - a. 19/32 inch 15.1 mm actual minimum thickness.
  - b. Do not install any piece of roof sheathing with shortest dimension of less than 24 inches 600 mm.

### D. Floor Sheathing:

- 1. Subflooring: Bottom Layer of Two
  - a. Apply bead of glue to structural supports. Lay face grain / strength axis across supports and with panel continuous over two supports minimum.
  - b. Allow expansion gap of at least 1/2 inch 12.5 mm at walls.
  - c. Size:
    - 1) 19/32 inch actual 15 mm minimum thickness.
    - 2) Do not install any piece of bottom layer floor sheathing with shortest dimension of less than 24 inches 600 mm.
- 2. Subflooring: Top Layer of Two or Single Layer.
  - a. Stagger joints of second layer subflooring so they do not line up with joints of first layer subflooring.
  - b. Glue subflooring layers together along lines of structural supports.
  - c. Leave 1/32 inch 1 mm gap at side and end joints, except where tongue and groove subflooring is used.
  - d. Size:
    - 1) 19/32 inch actual 15 mm minimum thickness, except where specifically noted otherwise.
    - 2) Do not install any piece of single layer floor sheathing with shortest dimension of less than 24 inches 600 mm.

## 3.2 **PROTECTION**

A. Protect roof sheathing from moisture until roofing is installed.

END OF SECTION

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#### SECTION 06 1712

#### STRUCTURAL COMPOSITE LUMBER: SCL

#### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Products Supplied But Not Installed Under This Section:
  - 1. Laminated Veneer Lumber (LVL).
  - 2. Parallel Strand Lumber (PSL).
  - 3. Laminated Strand Lumber (LSL).

#### B. Related Sections:

1. Section 06 1100: Installation.

#### 1.2 REFERENCES

- A. American Society For Testing And Materials:
  - 1. ASTM D 2559-04, 'Standard Specification for Adhesives for Structural Laminated Wood Products for Use Under Exterior (Wet Use) Exposure Conditions.'
  - 2. ASTM D 5456-01a, 'Standard Specification for Evaluation of Structural Composite Lumber Products.'

#### 1.3 QUALITY ASSURANCE / CONTROL

A. Certifications: Provide certification confirming that material structural design properties and design stresses have met or exceed requirements shown on Drawings.

#### 1.4 DELIVERY, STORAGE, AND HANDLING

- A. Store members on job site in accordance with Manufacturer's instructions.
- B. Keep dry and provide supports to keep members off floor or ground.
- C. Split plastic wrappers of members stored encased in plastic on bottom side to allow for air circulation.

#### PART 2 - PRODUCTS

#### 2.1 MANUFACTURED UNITS

#### A. Members:

- 1. Materials shall be tested and evaluated in accordance with ASTM D 5456.
- Materials shall have current ICC-ES Evaluation Report, report approved by International Codes Council, or report issued by Architect approved model code evaluation service and shall comply with requirements of report.
- 3. Identify materials by stamp or stamps indicating manufacturer's name, product trade name, grade, species (if applicable), evaluation report number, plant number, and name or logo of independent inspection agency.
- 4. Adhesive: Meet requirements of ASTM D 2559.

- B. Type One Acceptable Products:
  - 1. Versa-Lam or Versa-Lam Plus by Boise Cascade Corp, Boise, ID www.bc.com.
  - 2. G-P Lam by Georgia-Pacific Corp, Atlanta, GA www.gp.com.
  - 3. Gang-Lam LVL by Louisiana Pacific Corp, Portland, OR www.lpcorp.com.
  - 4. RigidLam LVL by Roseburg Forest Products, Roseburg, OR www.teamrfp.com.
  - 5. Micro=Lam(LVL), Timber Strand (LSL), or Parallam (PSL) by Trus Joist Corp, Div Weyerhaeuser, Boise, ID www.tjm.com.
  - 6. Equal as approved by Architect before bidding. See Section 01 6200.

#### 2.2 FABRICATION

A. Materials shall be manufactured in a plant evaluated for fabrication by governing code evaluation service and under supervision of third party inspection agency listed by governing code evaluation service.

#### PART 3 - EXECUTION: Not Used

#### END OF SECTION

# DIVISION 07: THERMAL AND MOISTURE PROTECTION

#### 07 3000 STEEP SLOPE ROOFING

07 3113 ASPHALT SHINGLES

#### 07 5000 MEMBRANE ROOFING

07 5419 POLYVINYL-CHLORIDE ROOFING: PVC

#### 07 6000 FLASHING AND SHEET METAL

07 6210 GALVANIZED STEEL FLASHING AND TRIM 07 6310 STEEP SLOPE ROOF FLASHING: ASPHALT SHINGLES 07 6322 STEEL FASCIA

#### 07 7000 ROOF AND WALL SPECIALTIES AND ACCESSORIES

07 7123 MANUFACTURED GUTTERS AND DOWNSPOUTS 07 7226 RIDGE VENTS

#### 079000 JOINT PROTECTION

07 9213 ELASTOMERIC JOINT SEALANTS

END OF TABLE OF CONTENTS

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#### SECTION 07 3113

#### ASPHALT SHINGLES

#### PART 1 - GENERAL

#### 1.1 SUMMARY

1.

- A. Includes But Not Limited To:
  - 1. Furnish and install Asphalt Shingle Roofing System as described in Contract Documents.
- B. Products Installed But Not Furnished Under This Section:
  - Miscellaneous flashing and sheet metal:
  - a. Drip metal.
  - b. Valley flashing.
  - c. Wall flashings.
  - 2. Pipe and flue roof jacks.
  - 3. Ridge vent.
- C. Related Requirements:
  - 1. Section 07 6310: 'Steep Slope Roof Flashing: Asphalt Tile' for furnishing of roof flashing, pipe jacks, drip edge and miscellaneous flashing and sheet metal.
  - 2. Section 07 7226: 'Ridge Vent.

#### 1.2 REFERENCES

- A. Definitions:
  - 1. Flame Spread Classification: Categories as per ASTM E84/UL 723 or CAN/ULC-S102:
    - a. Class A: Highest fire-resistance rating for roofing as per ASTM E108. Indicated roofing is able to withstand severe exposure to fire exposure to fire originating from sources outside building.
    - b. Class B: Fire-resistance rating indicating roofing materials are able to withstand moderate exposure to fire originating from sources outside of building.
    - c. Class C: Fire-resistance rating indicating roofing materials are able to withstand light exposure to fire originating from sources outside of building.
  - 2. Wind Uplift: Wind-induced forces on roof system or components in roof system. Wind uplift generally includes negative pressure component caused by wind being deflected around and across surfaces of building and positive pressure component from air flow beneath roof deck.
- B. Reference Standards:
  - 1. ASTM International:
    - a. ASTM D226-09/D226M-17, 'Standard Specification for Asphalt-Saturated Organic Felt Used in Roofing and Waterproofing'.
    - b. ASTM D1970/D1970M-18, 'Standard Specification for Self-Adhering Polymer Modified Bituminous Sheet Materials Used as Steep Roofing Underlayment for Ice Dam Protection'.
    - c. ASTM D3018/D3018M-11(2017), 'Standard Specification for Class A Asphalt Shingles Surfaced with Mineral Granules'.
    - d. ASTM D3019/D3019M-17, 'Standard, 'Standard Specification for Lap Cement Used with Asphalt Roll Roofing, Non-Fibered, Asbestos-Fibered, and Non-Asbestos-Fibered'.
    - e. ASTM D3161/D3161M-16a, 'Standard Test Method for Wind-Resistance of Asphalt Shingles (Fan-Induced Method)'.
    - f. ASTM D3462/D3462M-16, 'Standard Specification for Asphalt Shingles Made from Glass Felt and Surfaced with Mineral Granules'.
    - g. ASTM D4869/D4869M-16a, 'Standard Specification for Asphalt-Saturated Organic Felt Underlayment Used in Steep Slope Roofing'.

- h. ASTM D7158/D7158M-17, 'Standard Test Method for Wind Resistance of Asphalt Shingles (Uplift Force/Uplift Resistance Method)'.
- i. ASTM E84-18b, 'Standard Test Method for Surface Burning Characteristics of Building Materials'.
- j. ASTM E108-17, 'Standard Test Methods for Fire Tests of Roof Coverings'.
- k. ASTM F1667-18, 'Standard Specification for Driven Fasteners: Nails, Spikes, and Staples'.
- 2. Canadian Standards Association (CSA Group):
  - a. CSA A123.5-16, 'Asphalt Shingles Made from Organic Felt and Surfaced with Mineral Granules / Asphalt Shingles Made From Glass Felt and Surfaced With Mineral Granules'.
- International Building Code (IBC) (2018 Edition or latest edition adopted by AHJ):
   a. Chapter 15, 'Roof Assemblies And Rooftop Structures'.
- 4. National Fire Protection Association:
  - a. NFPA 101: 'Life Safety Code' (2015 Edition).
- 5. Underwriters Laboratories (UL):
  - a. UL 580: 'Tests for Uplift Resistance of Roof Assemblies' (5th Edition).
  - b. UL 723, 'Tests for Safety Test for Surface Burning Characteristics of Building Materials' (11th Edition).
  - c. UL 790, 'Standard Test Methods for Fire Tests of Roof Coverings' (8th Edition).
  - d. UL 2218, 'Standard for Impact Resistance of Prepared Roof Covering Materials' (2nd Edition).

## 1.3 ADMINISTRATIVE REQUIREMENTS

- A. Pre-Installation Conference:
  - 1. Participate in MANDATORY pre-installation conference:
    - a. Roofing Installer's Foreman and those responsible for installation of roofing to be in attendance. Include Shingle Manufacturer's Representative if available.
  - 2. Schedule pre-installation conference at project site after completion of the installation of roof sheathing but before installation of any roofing system component.
  - 3. In addition to agenda items specified in Section 01 3100, review following:
    - a. Review if Project is in high wind area.
    - b. Review if Project could have ice dam problems.
    - c. Review Shingle Manufacturer's ventilation requirements.
    - d. Review Shingle Manufacturer's Ambient Conditions requirements.
    - e. Review existing roof conditions including moisture on deck, protruding deck fasteners, specified gaps between sheathing, and other items affecting issuance of roofing warranty.
    - f. Review proper valley, flashing, penetrations, secondary underlayment, sealants, and nailing requirements.
    - g. Review racking installation method is not permitted.
    - h. Review steeple base secondary underlayment installation under Steeple.
    - i. Review Cleaning and Disposal requirements.
    - j. Review Special Procedure Submittal for Warranty Information to be given to Manufacturer before Manufacture will issue Roof Warranty by Installer.
    - k. Review safety issues.
- B. Sequencing:
  - 1. Sequence of Roofing Materials (see valley flashing detail in Contract Drawings):
    - a. Apply continuous 12 inches (300 mm) wide strip at edge of eaves and rakes of secondary underlayment.
    - b. Metal drip edge.
    - c. Secondary underlayment.
    - d. Apply three (3) continuous 36 inch (900 mm) wide sheets of secondary underlayment in valley.
    - e. Install one (1) continuous <u>36 inch (300 mm)</u> wide strip of primary underlayment atop secondary underlayment and centered over valley.
    - f. Install formed valley metal over strip of primary underlayment.
    - g. Apply 12 inches (300 mm) wide strips of secondary underlayment lapping nailed edge of formed valley metal 3 inches (75 mm).
    - h. Primary underlayment.

- i. Asphalt shingles.
- 2. Coordinate sequencing of products furnished in Section 07 7226: 'Ridge Vents'.

#### 1.4 SUBMITTALS

- A. Action Submittals:
  - 1. Product Data:
    - a. Color and style selection.
  - 2. Samples:
    - a. Full size shingle.
- B. Informational Submittals:
  - 1. Certificates:
    - a. Installers:
      - 1) Provide current Certification for completion of certified training from Shingle Manufacturer.
      - Installer's signed certificate stating roofing system complies with Contract Documents performance requirements and work only performed by trained and authorized personnel in those procedures.
  - 2. Tests And Evaluation Reports:
  - 3. Reports:
    - a. Manufacturer's test reports.
    - b. Wind speed coverage for warranted wind speed.
    - c. High wind reports and approvals if required by AHJ.
  - 4. Manufacturers' Instructions:
    - a. Shingle Manufacturer's installation instructions and details for installation of secondary underlayment at penetrations, dormers, eaves, rakes, etc, to fit environmental conditions at Project.
  - 5. Special Procedure Submittals:
    - a. Contact Owner's Representative (FM Group or Project Manager) for following information:
      - 1) Installer to include following mandatory information to be added to 'Roofing
        - Manufacturer System Warranty' submitted with Closing Documents. a) Name of Owner (name of FM Group)
          - b) Mailing Address (FM office address)
          - c) Building Property ID (unique 7 digit identifier)
          - d) Project site address: \_\_\_\_\_\_
          - e) Roof Completion Date
          - f) Any addition data required from Manufacturer.
        - 2) Installer to include following mandatory information to be added to 'Roof Installer Workmanship Warranty' submitted with Closing Documents:
          - a) Name of Owner (name of FM Group)
          - b) Mailing Address (FM office address)
          - c) Building Property ID (unique 7 digit identifier)
          - d) Project site address:
          - e) Roof Completion Date
          - f) Any addition data required from Manufacturer.
    - Qualification Statement:
    - a. Installer:
      - 1) Asphalt Shingles:
        - a) Provide Qualification documentation.
- C. Closeout Submittals:

6.

- 1. Include following in Operations And Maintenance Manual specified in Section 01 7800:
  - a. Warranty Documentation:
    - 1) Asphalt Shingles:
      - a) Final, executed copy of 'Roofing Manufacturer System Warranty' including wind speed coverage and required Owner mandatory information.
      - b) Final, executed copy of 'Roof Installer Workmanship Warranty' including required Owner mandatory information.

- 2) Verify mandatory information as specified in Special Procedure Submittal has been included in Final Warranty.
- b. Record Documentation:
  - 1) Manufacturers Documentation:
    - a) Manufacturer's literature.
    - b) Color selections.
    - c) Test and evaluation reports.
  - 2) Roofing Inspection Documentation:
    - a) Include copy of roof inspection report.
  - 3) Certificate: Installer statement of compliance for performance requirements.
  - 4) Certificate: Installer completion of certified training.
  - 5) Test And Evaluation Report: UL fire-resistance rating test report.
  - 6) Test And Evaluation Report: NFPA 101 Class A approval.
  - 7) Test And Evaluation Report: Wind resistance requirements required.
- D. Maintenance Material Submittals:
  - 1. Extra Stock Materials:
    - a. Provide one (1) square minimum of bundled shingles.

#### 1.5 QUALITY ASSURANCE

- A. Regulatory Agency Sustainability Approvals:
  - 1. Building Codes:
    - a. Meet requirements for NFPA 101 Class A roof assembly.
    - b. Roof system will meet requirements of all federal, state, and local codes having jurisdiction.
  - 2. Fall Protection: Meet requirement of fall protection as required by federal, state, and local codes having jurisdiction.
  - 3. Fire Characteristics:
    - a. Provide shingles and related roofing materials with fire-test-response characteristics indicated, as determined by testing identical products per test method indicated below by UL or another testing and inspecting agency acceptable to authorities having jurisdiction. Identify materials with appropriate markings of applicable testing and inspecting agency:
      - Exterior Fire-Test Exposure: Class A; UL 790, CAN/ULC-S102, or ASTM E108, for application and roof slopes indicated.
        - a) Materials shall be identified with appropriate markings of applicable testing agency.
  - 4. Impact Resistance:
    - a. Meet UL 2218 impact resistant testing.
    - b. Meet UL 2218 Class 4 impact resistant rating for hail.
  - 5. Wind Resistance:
    - a. Meet ASTM D3161/D3161M for wind resistance.
    - 1) Installation shall comply with IBC Table 1507.2.7, 'Attachment'.
  - 6. Wind Speed:
    - a. As required to meet local codes having jurisdiction.
  - 7. Wind Uplift Resistance:
    - a. Meet UL 580 wind uplift of roof assemblies.
    - b. Meet UL 1897 uplift test for roof covering systems.
    - c. Meet ASTM D7158/D7158M for wind resistance for uplift force/uplift resistance.
- B. Qualifications:
  - 1. Manufacturer:
    - a. Asphalt Shingles:
      - Asphalt shingles are required to be produced under quality control program administered by inspection agency currently accredited by ICBO ES or recognized by National Evaluation Service, Inc. Quality control manual developed in consultation with approved agency, and complying with ICBO ES Acceptance Criteria for Quality Control Manuals (AC10), must be submitted.
    - b. Underlayment:

- 1) Underlayment is required to be manufactured under approved quality control program with inspections by inspection agency accredited by International Accreditation Service (IAS) or otherwise acceptable to ICC-ES.
- 2) Quality documentation complying with ICC-ES Acceptance Criteria for Quality Documentation (AC10) shall be submitted for roof underlayment.
- 2. Roof Installer Foreman Qualifications:
  - a. Requirements of Section 01 4301 applies but not limited to the following:
    - 1) Provide documentation if requested by Architect.
      - a) Approved and authorized by Roofing Manufacturer to install Manufacturer's product and eligible to receive Manufacturer's warranty before bid.
      - b) Completed Shingle Manufacturer's certified trained.
      - c) Have thorough knowledge of installing asphalt shingle roofing and have minimum of five (5) years roofing experience.
      - d) Current license for the city, county, and state where project is located and license for specific type of roofing work to be performed.
      - e) Roofing Installer's foreman shall be skilled in his trade and qualified to lay out and supervise the Work.
      - f) Flashing installation shall be performed by personnel trained and authorized by Roofing Manufacturer.
- 3. Roof Installer:
  - a. Provide 'Roof Installer Workmanship Warranty' as specified in Warranty in Part 1 of this specification.

### 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Delivery And Acceptance Requirements:
  - 1. Make no deliveries to job site until installation is about to commence, or until approved storage area is provided.
  - 2. Deliver products job site in Manufacturer's original unopened containers or wrappings with labels intact and legible bearing all seals and approvals.
  - 3. Deliver materials in sufficient quantities to allow continuity of work.
  - 4. Remove any material not approved from job site.
- B. Storage And Handling Requirements:
  - 1. Storage Requirements:
    - a. Follow Manufacturer's instructions and precautions for storage and protection of materials.
    - b. Protect roof materials from physical damage, moisture, soiling, and other sources in a clean, dry, protected location.
    - c. Stacking:

d.

- 1) Shingles: Bundles should be stacked flat.
- 2) Underlayment:
  - a) Do not double-stack pallets.
  - b) Stack rolls upright until installation.
- Temperature:
- 1) Shingles:
  - a) Store in covered ventilated area at maximum temperature of 110 deg F (43 deg C).
  - b) Use extra care in handling shingles when temperature is below 40 deg F (4.4 deg C).
- 2) Underlayment: Store in area with temperature between 40 deg F and 100 deg F (4.4 deg C and 38 deg C).
- e. Unacceptable Material:
  - 1) Remove from job site materials that are determined to be damaged by Architect or by Roofing Manufacturer and replace at no additional cost to Owner.
- 2. Handling Requirements:
  - a. Handle rolled goods to prevent damage to edge or ends.
- 3. Roof Top Loading:
  - a. Lay shingle bundles flat.
  - b. Do not bend over ridge.

#### 1.7 FIELD CONDITIONS

- A. Ambient Conditions:
  - 1. General:
    - a. Proceed with installation only when existing and forecasted weather conditions permit roofing to be performed according to manufacturer's written instructions and warranty requirements.
  - 2. Shingles:
    - a. Do not install shingles at lower temperatures than allowed by Shingle Manufacturer for application.
  - 3. Underlayment:
    - a. Install self-adhering sheet underlayment within range of ambient and substrate temperatures recommended by manufacturer.

### 1.8 WARRANTY

- A. Special Warranty:
  - 1. Shingle Manufacturer's special forty (40) year minimum labor and material warranty written for The Church of Jesus Christ of Latter-day Saints program, including but not limited to:
    - a. CertainTeed:
      - 1) First ten (10) years minimum of warranty will provide for full replacement cost, including tear-off and disposal, for any failure, including material defects and workmanship. Remaining thirty (30) years of warranty will provide for pro-rated replacement cost.
    - b. GAF:
      - 1) First ten (10) years minimum of warranty will provide for full replacement cost, including tear-off and disposal, for any failure, including material defects and workmanship. Remaining thirty (30) years of warranty will provide for pro-rated replacement cost.
    - c. Owens Corning:
      - 1) First ten (10) years minimum of warranty will provide for full replacement cost, including tear-off and disposal, for any failure, including material defects and workmanship. Remaining thirty (30) years of warranty will provide for pro-rated replacement cost.
  - 2. Standard Wind Areas:
    - a. Roofing system will resist blow-offs in winds up to 110 mph (177 kph) for ten (10) years when installed as specified below.
    - b. Meet requirements of ASTM D3161/D3161M UL Class D.
  - 3. Roof Installer Workmanship Warranty:
    - a. Provide ten (10) year workmanship warranty on roofing system and related components, including flashings, and responsible for all repairs to roofing system and related components due to roof installer's own negligence or faulty workmanship:
      - In the event that, during ten (10) year period following installation, Roof Installer defaults or fails to fulfill its obligation in relation to workmanship warranty as specified in Manufacturer's Agreement, Manufacturer will assume that obligation for remainder of ten (10) year period following original installation and Owner shall have no obligation to make or pay for repairs to or materials for roofing system that are necessary due to Roof Installer's negligence or faulty installation during that period.

### PART 2 - PRODUCTS

### 2.1 SYSTEM

- A. Manufacturers:
  - 1. Manufacturer Contact List:
    - a. CertainTeed Roofing Products, Valley Forge, PA www.certainteed.com.
      - 1) Contact Information: Wendy Fox, (800) 404-9880 wfox@dataworksintl.com.
    - b. GAF Materials Corp., Wayne, NJ www.gaf.com.
      - 1) Contact Information: John Arellano (office) (210) 896-1041 (fax) (210) 259-8050.

- c. Owens Corning, Toledo, OH www.ownscorning.com.
  - 1) Duration Premium shingles are available in all areas of the USA and Canada including all Duration Premium colors under Church contract. Request shingles through local distribution. Any distribution questions, contact Area Sales Manager.
  - 2) For all other questions, Contact: Sam Baroudi (419) 248-7754 sam.baroudi@owenscorning.com. or Robert Hill (801) 553-2417 Robert.Hill@owenscorning.com.
- B. Components:
  - 1. Shingles And Underlayment:
    - a. Fiberglass mat shingles meeting or exceeding requirements of:
      - 1) UL Class A Fire Resistance.
      - 2) ASTM D3018/D3018M, Type I (self sealing).
      - 3) Standard Wind Areas: ASTM D3161/D3161M UL Class D.
      - 4) ASTM E108 Class A.
      - 5) CSA A123.1/A123.5 (Canada).
      - 6) ASTM D3462/D3462M where required by local codes.
      - 7) Secondary Underlayment: Meet requirements of ASTM D1970/D1970M and UL 790 Class A Fire Resistance.
      - Primary (Synthetic) Underlayment: Meet requirements of ASTM D226/D226M and ASTM D4869/D4869M (physical properties only) or ASTM D1970/D1970M and ASTM E108 Class A Fire.
      - 9) Color as selected by Architect from Shingle Manufacturer's full color line.
    - b. Category Three Approved Manufactures and Products. See Section 01 6200 for definitions of Categories:
      - 1) CertainTeed:
        - a) Shingles:
          - (1) Standard Wind: Landmark Premium.
          - (2) Hip And Ridge Shingles: Shadow Ridge or Laminate Accessory for shingle used.
        - b) Primary Underlayment Under Shingles:
          - (1) Synthetic Underlayment: Diamond Deck.
        - c) Secondary Underlayment Under Shingles:
        - (1) WinterGuard High Tack/High Temperature.
        - d) Secondary Underlayment Under Shingles over Unheated Buildings:
          - (1) Not required over unheated buildings such as Storage Shed and Stake Pavilions.
      - 2) GAF:
        - a) Shingles:
          - (1) Standard Wind: Timberline Ultra HD.
          - (2) Hip And Ridge Shingles: TimberTex or Ridglass.
        - b) Primary Underlayment Under Shingles:
          - (1) Synthetic Underlayment: Tiger Paw.
        - c) Secondary Underlayment Under Shingles:
        - (1) StormGuard.
        - d) Secondary Underlayment Under Shingles over Unheated Buildings:
          - (1) Not required over unheated buildings such as Storage Shed and Stake Pavilions.
      - 3) Owens Corning:
        - a) Note:
          - (1) Duration Premium shingles are available in all areas of the USA and Canada including all Duration Premium colors under Church contract. Request shingles through local distribution.
          - (2) Any questions, contact Manufactures Area Sales Manager.
        - b) Shingles:
          - (1) Standard Wind: Duration Premium shingles.
          - (2) Hip And Ridge Shingles: DecoRidge Hip & Ridge.
        - c) Primary Underlayment Under Shingles:
          - (1) Synthetic Underlayment: Deck Defense High Performance Roof Underlayment.

- d) Secondary Underlayment Under Shingles:
- (1) Weatherlock Specialty Tile & Metal for High Temperature.
- e) Secondary Underlayment Under Shingles over Unheated Buildings:
  - (1) Not required over unheated buildings such as Storage Shed and Stake Pavilions.

#### 2.2 ACCESSORIES

- A. Elastomeric Roofing Sealant:
  - 1. Design Criteria:
    - a. Meet requirements of ASTM D3019/D3019M.
    - b. Non-asphalt roofing cement (not permitted).
    - c. Elastomeric.
    - d. Cold temperature pliability.
    - e. Compatible with roof penetration boots.
  - 2. Category Four Products And Manufacturers. See Section 01 6200 for definitions of Categories:
    - a. Flintbond SBS Modified Bitumen Caulk by CertainTeed.
- B. Fasteners:
  - 1. Primary Underlayment:
    - a. Corrosion resistant roofing nails with one inch (25 mm) diameter head and 3/4 inch (19 mm) long shank minimum.
      - 1) If shingles applied as underlayment is laid, use metal or plastic head Simplex roofing nails.
      - 2) If shingles not applied as underlayment is laid, use plastic head only.
    - b. Staples not permitted.
  - Shingles:
     a. Deside
    - Design Criteria:
      - 1) Meet following requirements for nails:
        - a) Comply with ASTM F1667, Type I, Style 20-Roofing Nails.
        - b) Eleven gauge galvanized steel or equivalent corrosion-resistant roofing nail.
        - c) Nail head sizes: 3/8 inch (9.5 mm) nominal diameter.
        - d) Sufficient length to penetrate through roof sheathing 1/4 inch (6 mm) or 3/4 inch (19 mm) minimum into solid wood decking.
        - e) Hot-dipped galvanized or electroplated fasteners comply with requirements of ASTM A153, Class D.
        - f) Stainless-steel fasteners meet requirements of Type 304 (UNS S30400) or Type 316 (UNS S31600).
    - b. General:
      - 1) Hot-dipped galvanized, electroplated non-corrosive gun-driver nails, or stainless-steel fasteners may be used.
      - 2) Fasteners within 15 miles (24.1 km) of coastal areas (oceanside) applications must use hot-dipped galvanized or stainless steel.
      - 3) All exposed fasteners (including ridge shingles) must use hot-dipped galvanized or stainless steel.
      - 4) Staples not permitted:
        - a) Architect/Roof Consultant may approve in writing, staple gun that installs exposed fasteners with staples.

### PART 3 - EXECUTION

### 3.1 INSTALLERS

- A. Category Three Approved Manufacture's Roofing Installers: See Section 01 4301.
  - 1. Utah Area:
    - a. Approved Installers:

- 1) CertainTeed:
  - AMCO American Roofing Co., Salt Lake City, UT Contact: Keith J Yorgason (801) 269-1276.
  - b) Heritage Roofing, Bluffdale, UT Contact: James Smith (801) 576-8447.
  - c) JTS Roofing Inc., Ogden, UT Contact: Todd Shupe (801) 627-6450.
  - d) North Face Roofing, Inc., Park City, UT Craig Peters (801) 455-8492.
  - e) Perkes Roofing, Ogden, UT Contact: Mark Perkes (801) 731-6918.
  - f) Redd Roofing Co., Ogden, UT Lance Redd (801) 621-1363.
  - g) VIP Roofing, Centerville, UT Contact: Max Ker (801) 631-6182.
- 2) GAF:
  - a) American Roofing Co. (AMCO), Salt Lake City, UT Contact: Keith Yorgason (801 269-1276.
  - b) Aspen Roofing, Salt Lake City, UT Contact: Jon Brady (801) 483-1660.
  - c) Capital Roofing Service, Inc., Sandy, UT Contact: Paul Hitzman (801) 562-5568.
  - d) Fortress Roofing, Murray, UT Contact: Adam Cordon (801) 509-8625.
- 3) Owens-Corning:
  - American Roofing Co. (AMCO), Salt Lake City, UT Contact: Keith J Yorgason (801) 269-1276

#### 3.2 EXAMINATION

- A. Verification Of Conditions:
  - 1. Examine deck to determine if it is satisfactory for installation of roofing system. Conditions include, but are not limited to, moisture on deck, protruding deck fasteners, specified gaps between sheathing, and other items affecting issuance of roofing warranty.
    - a. Report unsatisfactory conditions in writing to Architect.
    - b. Commencement of Work by installer is considered acceptance of substrate.
    - Verify existing soffit and ridge vents meet ventilation code requirements.
    - a. Report inadequate ventilation conditions with recommendations in writing to Architect.

### 3.3 PREPARATION

2.

- A. Protection Of In-Place Conditions:
  - 1. Install only as much roofing as can be made weathertight each day, including flashing and detail work.
- B. Surface Preparation:
  - 1. Clean roof deck:
    - a. Remove dirt, protruding nails, shingle nails, and debris, before installation of underlayment.
  - 2. Roof deck must be dry to help prevent buckling of deck, which can result in deck movement and damage to primary underlayment.
  - 3. Following Manufacturer's recommendations for placing materials on roof.
    - a. Prevent material from sliding off roof.

#### 3.4 INSTALLATION

- A. General:
  - 1. Schedule and execute work without exposing interior building areas to effects of inclement weather. Protect existing building and its contents against all risks.
- B. Sequence of Roofing Materials as shown and noted on Contract Drawings:
  - 1. 12 inch strip Secondary Underlayment at Eave.
  - 2. Metal Drip Edge.
  - 3. General Secondary Underlayment.
  - 4. Valley Secondary Underlayment (8' 6" (2.62 m) wide strip of Secondary Underlayment (3 strips) in Valleys applied over sheathing).

- 5. Valley Secondary Underlayment (36 inch (915 mm) wide Primary Underlayment under Valley Metal).
- 6. Valley Metal (24 inch (610 mm) wide valley metal 10 ft (3.05 m) lengths).
- 7. 12 inch strip of Secondary Underlayment over nailed edges (of Valley Metal).
- 8. General Primary Underlayment.
- 9. Asphalt Shingles, Step Flashings.
- 10. Counter Flashing.
- C. Underlayment:
  - 1. General:
    - a. Temporary Roof:
      - 1) Do not use permanent underlayment installation as temporary roof.
      - 2) If temporary roof is used, remove completely before installation of permanent underlayment.
    - b. Follow Shingle Manufacturer's recommendations for installation of primary and secondary underlayment, particularly at eaves, rakes, and penetrations, unless specified installation procedures and Contract Drawing details are more stringent.
    - c. Avoid scuffing underlayment that can compromise surface and cause leaking. If scuffing occurs, following Manufacturer's recommendation for repair.
    - d. Staples are not permitted.
    - e. Weather conditions:
      - 1) Do not leave underlayment exposed to weather more than thirty (30) days after beginning of underlayment installation even if Manufacture allows longer period of time.
      - 2) If underlayment is exposed for more than thirty (30) days after beginning of underlayment installation, treat as temporary roof under first paragraph above.
      - 3) If moisture is deposited on exposed underlayment, obtain written approval from Shingle Manufacturer's Representative before installing shingles.
    - f. Install valley secondary underlayment, valley primary underlayment, and valley metal after installation of general secondary underlayment, but before installation of general primary underlayment.
    - 2. Primary Underlayment:
      - a. Apply 48 inch (1 200 mm) wide courses over complete deck, including areas covered with secondary underlayment unless specified otherwise.
        - 1) Overlap underlayment before fastening.
        - 2) Maintain end laps of 6 inch (150 mm) and side laps of 3 inch (76 mm).
        - 3) Stop primary underlayment between 3 and 6 inches (75 and 150 mm) of inside edge of strip of secondary underlayment installed over edge of formed valley metal.
      - b. Nailing Synthetic Underlayment:
        - Use low-profile plastic or steel cap corrosion resistant nails with 1 inch (25 mm) diameter heads to fasten underlayment in place. (Fastening underlayment without caps is not permitted).
        - 2) Nails must be driven properly. Improperly driven fasteners such as over-driving, underdriving and nails driven at an angle are not permitted.
        - Fasteners should be long enough to penetrate at least 3/4 inch (19 mm) into roof sheathing. Fasteners must be lie flush to roof deck at 90 degree angle to roof deck and tight with underlayment.
        - 4) Do not nail through metal flashing, except drip edge, when installing primary underlayment.
        - 5) Follow Shingle Manufacturer's installation instructions for following:
          - a) Securing underlayment to roof deck adjusting for roof slope nailing requirements.
          - b) Side lap, end lap, and overlapping nailing requirements.
          - c) Rake and eave nailing requirements.
          - d) High wind condition nailing requirements.
          - e) Sealants recommendations.
    - 3. Secondary Underlayment:
      - a. Under Shingles:
        - 1) Lap end joints 6 inches (150 mm) and side joints 3 inch (76 mm) minimum.
        - 2) Apply continuous 12 inches (300 mm) wide strip at edge of eaves and rakes before installing drip edge.

- Apply two (2) 36 inch (900 mm) wide courses along eaves and rakes as described in Contract Documents with first course overlapping drip edge and 12 inches (300 mm) wide previously applied strip.
- b. Steeple Base:
- 1) Secondary Underlayment installed as shown on Contract Drawings under Steeple.
- 4. Valley Underlayment:
  - a. Apply three (3) continuous 36 inch (900 mm) wide sheets of secondary underlayment in valley lapped to provide 102 inch (2 590 mm) wide covered area centered over valley.
  - b. Apply one (1) continuous 36 inch (300 mm) wide strip of primary underlayment atop secondary underlayment and centered over valley.
  - c. Install formed valley metal over strip of primary underlayment.
    - 1) Nail top of each section and lap 8 inches (200 mm) in direction of flow.
    - 2) Seal laps with continuous bead of elastomeric roofing sealant.
    - 3) Secure edges of valley metal with fasteners spaced at 12 inches (300 mm) maximum on center and approximately 1/2 inch (13 mm) in from edge of metal.
  - d. Install 12 inches (300 mm) wide strips of secondary underlayment lapping nailed edge of formed valley metal 3 inches (75 mm).
- D. Shingles:
  - 1. Before installing shingles, inspect underlayment and metal installation with Architect and Owner. Correct improperly installed and damaged material before beginning shingle installation.
  - 2. Racking installation method is not permitted by Owner and will be considered non-conforming work.
  - 3. Starter shingles:
    - a. Manufacturer's starter shingles are required for Shingle Warranty.
    - b. Install shingles at eve and rakes in accordance with Shingle Manufacturer's instructions.
    - c. Cut shingles in accordance with Shingle Manufacturer's instructions, or use approved starter course.
    - d. Nail to eave granule side up in continuous mastic bed with cut edge down-slope and edge overhanging eave 3/8 inch (9 mm) so sealing tabs are at edge of eave.
    - e. Install shingles with maximum exposure recommended by Shingle Manufacturer.
    - f. Lay first course directly over starter strip with ends flush with starter strip at eaves and so joints in starter strip are offset 4 inches (100 mm) minimum from joints in first course.
  - 4. Lay shingles so end joints are offset in accordance with Shingle Manufacturer's installation procedures.
  - 5. Insure alignment by snapping chalk line at least each fifth course to control horizontal and vertical alignment.
  - 6. Run courses true to line with end joints properly placed. Leave shingles flat without wave and properly placed.
  - 7. Hip and ridge shingles:
    - a. Manufacturer's hip and ridge shingles are required for Shingle Warranty.
    - b. Install specified hip and ridge shingles in accordance with Shingle Manufacturer's instructions.
      - Run ridge shingles as directed by Architect.
  - c. Ru 8. Nailing:
    - a. General:
      - 1) Six (6) Nail Pattern as recommended by Shingle Manufacturer for Shingle Warranty in each shingle.
      - 2) Place in relation to top edge of shingle as required by Shingle Manufacturer.
      - 3) Place nails one inch (25 mm) from each end of shingle and remainder evenly spaced between.
      - 4) Should any nail fail to penetrate sheathing by 1/4 inch (6 mm) minimum, drive additional nail nearby.
    - b. Nailing guns:
      - 1) Nails must be driven properly. Improperly driven fasteners such as over-driving, underdriving and nails driven at an angle are not permitted.
      - 2) Adjust nail gun pressure for nailing flush and tight to deck without cutting shingle surface.
      - 3) Drive nails perpendicular to shingle surface so nail head is flat against shingle.

- 4) Should any nail fail to penetrate sheathing by 1/4 inch (6 mm) minimum, drive additional nail nearby.
- 9. Hand-Sealing:
  - a. If ambient temperature or exposure to sun will not be sufficient to secure adhesive strip to under-lying shingle within one week, hand seal shingles with elastomeric roofing sealant.
- 10. Over valley metal:
  - a. Do not drive nails through valley metal.
  - b. Run chalk line so valley metal will be exposed 6 inches (150 mm) wide at top and diverge 3/32 inch (one mm) per ft (300 mm) down to eaves.
  - c. Neatly trim shingles to this line.
  - d. Seal trimmed shingle edges to valley metal with continuous bead of elastomeric roofing sealant applied within one inch (25 mm) of shingle edge.
- 11. Vent pipe sleeve flange:
  - a. Vent pipe sleeve flange as specified in Section 07 6310.
  - b. Fit shingles under lower edge and over sides and upper edge.
  - c. Set vent pipe flange in elastomeric roofing sealant.
  - d. Embed shingles in elastomeric roofing sealant where they overlap flange.
  - e. Apply bead of elastomeric roofing sealant at junction of vent pipe and vent flashing.
- 12. Furnished and installed in Section 07 7226 'Ridge Vents'.
- E. Steeple:
  - 1. Install products following below Steeple as shown on Contract Drawings:
    - a. Secondary underlayment.

#### 3.5 FIELD QUALITY CONTROL

- A. Non-Conforming Work:
  - 1. Correct any work found defective or not complying with Contract Document requirements at no additional cost to the Owner.
  - 2. Raking installation method is not permitted by Owner and will be considered to be not complying with Contract Document requirements and must be corrected at no additional cost to Owner.

## 3.6 CLEANING

- A. General:
  - 1. All tools and unused materials must be collected at end of each workday and stored properly off finished roof surface and protected from exposure to elements.
  - 2. Leave metals clean and free of defects, stains, and damaged finish.
    - a. Replace fascia metal that is scratched through finish to base metal.
  - 3. Properly clean finished roof surface after completion.
  - 4. Verify drains and gutters are not clogged.
  - 5. Clean shingles and building of soiling caused by this installation.
  - 6. Clean and restore all damaged surfaces to their original condition.
- B. Waste Management:
  - 1. Disposal:
    - a. All work areas are to be kept clean, clear and free of debris always.
    - b. Do not allow trash, waste, or debris to collect on roof. These items shall be removed from roof daily.
    - c. Remove debris resulting from work of this Section from roof and site. Dispose of or recycle all trash and excess material in manner conforming to current EPA regulations and local laws.

### 3.7 PROTECTION

A. Do not permit traffic over finished roof surface.

# END OF SECTION

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#### SECTION 07 5419

#### POLYVINYL-CHLORIDE ROOFING: PVC

#### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Includes But Not Limited To:
  - 1. Furnish and install roofing membrane with flashings and other components to comprise total roofing system as described in Contract Documents including:
    - a. Single-ply membrane.
- B. Related Requirements:
  - 1. Section 06 1100: 'Wood Framing' for roof related blocking, nailing and sheathing.
- C. Products Installed But Not Furnished Under This Section:
  - 1. Sheet metal work including caps, sleeves, umbrella hoods, pipe enclosures boxes, and strapping.
- D. Related Requirements:
  - 1. Division 07 for sheet metal work specialties and accessories.

### 1.2 REFERENCES

- A. Association Publications:
  - 1. American National Standards Institute / Single Ply Roofing Industry:
    - a. ANSI/SPRI/FM 4435/ES-1 2003, 'Wind Design Standard for Edge Systems Used with Low Slope Roofing Systems'.
    - b. ANSI/SPRI WD-1 'Wind Design Standard for Roofing Assemblies'.
  - 2. FM Global Resource Catalogue by FM Global, Norwood, MA www.fmglobal.com.
    - a. Approval Guide:
      - 1) **Factory** Mutual Standard 4470 Approval Standard for Class 1 Roof Covers.
    - b. Property Loss Prevention Data Sheet 1-28, 'Wind Design' (latest edition).
    - c. Property Loss Prevention Data Sheet 1-29, 'Roof Deck Securement and Above-Deck Components' (latest edition).
    - d. Property Loss Prevention Data Sheet 1-49, 'Perimeter Flashing' (latest edition).
- B. Definitions:
  - 1. Flame Spread Classification: Categories as per ASTM E84/UL 723 or CAN/ULC-S102:
    - a. Class A: Highest fire-resistance rating for roofing as per ASTM E108. Indicated roofing is able to withstand severe exposure to fire exposure to fire originating from sources outside building.
    - b. Class B: Fire-resistance rating indicating roofing materials are able to withstand moderate exposure to fire originating from sources outside of building.
    - c. Class C: Fire-resistance rating indicating roofing materials are able to withstand light exposure to fire originating from sources outside of building.
- C. Reference Standards:
  - 1. ASTM International:
    - a. ASTM C1289-17, 'Standard Specification for Faced Rigid Cellular Polyisocyanurate Thermal Insulation Board'.
    - b. ASTM C1303/C1303M-15, 'Standard Test Method for Predicting Long-Term Thermal Resistance of Closed-Cell Foam Insulation'.
    - c. ASTM D4434/D4434M-15, 'Standard Specification for Polyvinyl Chloride Sheet Roofing'.

- ASTM E84-16, 'Standard Test Method for Surface Burning Characteristics of Building d. Materials'.
- ASTM E108-17, 'Standard Test Methods for Fire Tests of Roof Coverings'. e.
- f.
- 2. International Building Code (IBC) (2015 edition or latest edition adopted by AHJ): a.
  - Chapter 15, 'Roof Assemblies And Rooftop Structures':
  - 1) Section 1507, 'Requirements for Roof Coverings':
    - 1507.13, 'Thermoplastic single-ply Roofing'. a)
- National Fire Protection Association: 3.
  - NFPA 101: 'Life Safety Code' (2015 Edition). a.
- Underwriters Laboratories (UL): 4.
  - UL 580: 'Tests for Uplift Resistance of Roof Assemblies' (5th Edition). a.
  - UL 723, 'Tests for Safety Test for Surface Burning Characteristics of Building Materials' b. (10th Edition).
  - UL 790, 'Standard Test Methods for Fire Tests of Roof Coverings' (8th Edition). C.
  - UL 997, 'Wind Resistance of Prepared Roof Covering Materials' (5th Edition). d.
  - UL 2218, 'Standard for Impact Resistance of Prepared Roof Coverings Materials' (2nd e. Edition).

#### 1.3 ADMINISTRATIVE REQUIREMENTS

- A. Pre-Installation Conferences:
  - Participate in MANDATORY pre-installation conference. 1.
    - Roofing Installer's Foreman and those responsible for installation of roofing to be in a. attendance. Include Roofing Manufacturer's Representative if available.
  - Schedule pre-installation conference at project site after installation of roof deck including pipe 2. and flue penetrations, but before application of any roofing system component.
  - In addition to agenda items specified in Section 01 3100, review following: 3.
    - Review Manufacturer's written instructions. a.
    - Review if Project is in high wind area. b.
    - Review delivery, storage, and handling requirements. C.
    - Review ambient conditions requirements. d.
    - Review roofing installation requirements including flashing and penetrations. e.
    - Review roofing drainage requirements. f.
    - Review temporary protections for roofing system. g.
    - Review cleaning and disposal requirements. h.
    - Review Special Procedure Submittal for Warranty Information to be given to Manufacturer i. before Manufacture will issue Roof Warranty by Installer.
    - Review safety issues. j.
    - Review field inspections and non-conforming work requirements. k.
    - I. Review protection of membrane by other trades after installation of membrane.

#### 1.4 SUBMITTALS

- A. Action Submittals:
  - 1. Product Data:
    - a. Manufacturer's literature or cut sheet for each element of system.
    - Manufacturer's preparation and installation instructions and recommendations. b.
  - 2. Shop Drawings:
    - Prepared by Roofing Installer and approved by Roofing Membrane Manufacturer and include a. followina:
      - 1) Base flashings.
      - 2) Location and type of penetrations.
      - 3) Membrane terminations.
      - 4) Outline of roof and roof size.
      - Perimeter and penetration details. 5)
      - 6) Roof insulation:
        - a) Insulation fastening patterns for corner, perimeter, and field-of-roof locations.

- b) Taper insulation, including slopes.
- 7) Special details and materials.
- b. Confirm that specified FM Class and UL Class assembly is appropriate for Project location.
- c. Include approved copy of Manufacturer's Notice of Award or Assembly Letter.
- 3. Samples:
  - a. Manufacturer's 4 inch (100 mm) square minimum sample representing actual color, membrane and thickness.
- B. Informational Submittals:
  - 1. Certificates:
    - a. Installer's signed certificate stating roofing system complies with Contract Documents performance requirements and work only performed by trained and authorized personnel in those procedures.
    - b. Manufactures signed certificate that roof system has been inspected by Technical Service Representative and stating no deviation from system specified or approved shop drawings without written approval by Owner Representative and Manufacture.
  - 2. Test And Evaluation Reports: Submit evidence that roof system has been tested and approved or listed as follows:
    - a. Submit evidence that roof system has been tested and approved or listed to meet Factory Mutual Research Corporation (FM) Classification required for this Project.
    - b. Submit evidence that roof system has been tested to meet UL Class requirement required for fire-resistance rating for this Project.
  - 3. Manufacturer Instructions:
    - a. Two (2) copies of Roofing Manufacturer's published instructions for Architect and maintain one (1) at job-site.
  - 4. Special Procedure Submittals:
    - a. Installer to fill out 'Roof Manufacturer' Installer Workmanship Warranty' and 'Manufacturer' System Warranty' from information provided in the Attachment 'Roofing Manufacturer's Information For Architect' from Manufacturer and from Architect. Warranties are to be included in Closeout Submittals.
  - 5. Qualification Statement:
    - a. Roofing Manufacturer's certification of Installer.
- C. Closeout Submittals:
  - 1. Include following in Operations And Maintenance Manual specified in Section 01 7800:
    - a. Warranty Documentation:
      - 1) Final, executed copy of 'Roofing Manufacturer System Warranty' including wind speed coverage and required Owner mandatory information.
      - 2) Final, executed copy of 'Roof Installer Workmanship Warranty' including required Owner mandatory information.
      - 3) Verify mandatory information as specified in Special Procedure Submittal has been included in Final Warranty.
    - b. Record Documentation:
      - 1) Manufacturers Documentation:
        - a) Record Shop Drawings if requested. Record shop drawings shall be given shop drawing number by Roofing Manufacturer.
        - b) Certificate: Manufacturer Inspection report by Technical Service Representative.
        - c) Certificate: Installer statement of compliance for performance requirements.
        - d) Test And Evaluation Report: UL fire-resistance rating test report.
        - e) Test And Evaluation Report: Factory Mutual Research Classification approval.

### 1.5 QUALITY ASSURANCE

- A. Regulatory Agency Sustainability Requirements:
  - 1. Roof system will meet requirements of all federal, state, and local codes having jurisdiction (AHJ).
  - 2. Fire Characteristics Performance Requirement:
    - a. Roof system will achieve UL Class A rating when tested in accordance with ASTM E108 or UL-790:
      - 1) Materials shall be identified with appropriate markings of applicable testing agency.

- 3. Wind Criteria as per ASCE 7-10:
  - a. Basic wind speed (V):
  - b. Wind exposure and importance factor (Iw):
  - c. Wind Design Pressure (p):
- B. Qualifications:
  - 1. Requirements of Section 01 4301 applies but not limited to the following:
    - a. Installers Qualifications:
      - 1) Provide documentation if requested by Architect:
        - a) Roofing Installer shall be approved and authorized by Roofing System Manufacturer to install Manufacturer's product and eligible to receive Manufacturer's special warranty before bid.
        - b) Roofing Installer shall be able to document roofing membrane installation for five (5) year minimum.
        - c) Roofing Installer must have current license for the city, county, and state where project is located.
        - d) Roofing Installer must have license for specific type of roofing work to be preformed.
        - e) Roofing Installer's foreman shall be skilled in his trade and qualified to lay out and supervise the Work.
        - f) Membrane and flashing installation shall be performed by personnel trained and authorized by Roofing Manufacturer.
        - g) Welding equipment shall be provided by or approved by Roofing Manufacturer. Mechanics intending to use equipment shall have successfully completed training course provided by Manufacturer's Technical Representative before welding.
    - b. Manufacturer Qualifications:
      - Manufacturer shall manufacture membrane material for five (5) consecutive years.
         a) No product with documented failure will be allowed.
      - 2) Manufacturer that is UL listed for membrane roofing system used for this Project.
      - 3) Source Limitations:
        - a) Provide roof components including roof insulation and fasteners for roofing system from same Manufacturer as membrane roofing or approved by Roofing Membrane Manufacturer.

### 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Delivery And Acceptance Requirements:
  - 1. Make no deliveries to Project until installation is about to commence, or until approved storage area is provided.
  - 2. Deliver products job site in original unopened containers or wrappings bearing all seals and approvals.
  - 3. Deliver materials in sufficient quantities to allow continuity of work.
  - 4. Remove any material not approved from job site.
- B. Storage And Handling Requirements:
  - 1. General:
    - a. Follow Manufacturer's instructions and precautions for storage of materials.
    - b. Handle and store roofing materials and place equipment in manner to avoid permanent deflection of roof decking.
    - c. Material Safety Data Sheets (MSDS) must be on location always during transportation, storage and application of materials.
  - 2. Storage Requirements:
    - a. Protection:
      - Protect roof materials from physical damage, moisture, soiling, and other sources in a clean, dry, protected location and with temperature range required by Manufacturer. Protect from direct sunlight.
      - 2) Provide continuous protection of materials against moisture absorption (Manufacturer's/Supplier's shrink wrap is not accepted waterproofing).

- 3) Store membrane rolls lying down on pallets fully protected from weather with clean canvas tarpaulins.
- b. Roof Insulation:
  - 1) Comply with insulation Manufacturer's written instructions for handling, storing, and protection during installation.
- c. Safety:
  - 1) Store flammable materials in cool, dry area away from sparks, open flames, or excessive heat. Follow precautions outlined on containers or supplied by material manufacturer/supplier.
  - 2) Liquid materials such as solvents and adhesives shall be stored off site and installed away from open flames, sparks, and excessive heat.
  - 3) Site storage is acceptable if liquid materials are placed in a locked, sealed storage container.
  - 4) Situate equipment and materials so as to preclude danger, disturbance, or interference to public safety and traffic, and to not constitute fire hazard.
- d. Temperature:
  - 1) Store adhesives at temperatures above 40 deg F (4 deg C).and below 180 deg F (82 deg C).
- e. Unacceptable Material:
  - 1) Remove from job site materials that are determined to be damaged by Architect or by Roofing Manufacturer and replace at no additional cost to Owner.
  - 2) Remove all wet and damaged materials from site.
  - 3) Discard and legally dispose of liquid material that cannot be applied within its stated shelf life.
- 3. Handling Requirements:
  - a. Select and Handle operating equipment so as not to damage existing construction or new roofing system, or to overload structural system.
  - b. Handle rolled goods so as to prevent damage to edge or ends.

## 1.7 FIELD CONDITIONS

- A. Ambient Conditions:
  - 1. Temperature ranges shall be within tolerances allowed for material being used.
    - a. Roof surface shall be free of ponding water, ice, and snow.
    - b. Cold temperature:
      - 1) Follow Manufacturer's written instructions for cold temperature requirements before applying membrane adhesive:
        - a) Follow specified precautions.
        - b) Expose only enough adhesive to be used as directed by membrane manufacturer:
        - c) Low VOC restrictions (if required by local AHJ): Temperatures to be 40 deg F (4 deg C) and rising before applying.
    - c. Hot temperature:
      - Do not expose membrane and accessories to constant temperature in excess of 180 deg F (82 deg C).
  - 2. Proceed with roofing work when existing and forecasted weather conditions permit.

### 1.8 WARRANTY

- A. Manufacturer Warranty:
  - 1. Roofing Membrane Manufacturer's Special Warranty for:
    - a. Thirty (30) year no dollar limit (NDL) material and labor warranty covering roofing system, including insulation, components of membrane roofing system and flashing degradation and workmanship.
    - b. Accidental Puncture Warranty:
      - Membrane Manufacturer's written LDS Accidental Puncture Warranty for up to sixteen (16) hours of Labor to repair punctures after final inspection.
    - c. Warranty shall include wind speed coverage to 100 mph (161 kph).

- B. Roof Installer Workmanship Warranty:
  - 1. Written five (5) year guarantee covering workmanship and repairs or replacement of work without cost to Owner, counter-signed by Installer and General Contractor from date of installation:
    - a. Roof Installer Workmanship Warranty must include information required in Attachment 'Warranty Information'.

#### PART 2 - PRODUCTS

### 2.1 SYSTEM

- A. Manufacturer:
  - 1. Category One VMR Approved Manufacturers. See Section 01 6200 for definitions of Categories:
    - a. Carlisle SynTec Incorporated, Carlisle PA www.carlisle-syntec.com. (717) 245-7000:
      - 1) Contact Information (USA, Canada and Global):
        - a) Primary Contact: Greg Petschke, Manager Strategic Accounts: office (800) 479-6832 cell (717) 215-2681 greg.petschke@carlislesyntec.com.
        - b) Secondary Contact: Michelle Varner, phone (717) 245-7385 michelle.varner@carlislesyntec.com.
        - c) Secondary Contact: Horner & Associates (Utah, Idaho, Wyoming, and Montana): Tom (801) 842-8305 tom@hornerassocd7.com or Gary (801) 712-0326 gary@hornerassocd7.com.
    - b. Sika Sarnafil, Canton, MA (800) 576-2358 or (781) 828-5400. www.sikacorp.com.
      - 1) Contact Information (USA, Canada and Global):
        - a) Primary Contact: Steve Moosman, District Manager, office (801) 575-8648 x101 cell (801) 201-6269 moosman.steve@us.sika.com.
        - b) Secondary Contact: Jim Greenwell, Mountain Region Manager: office (801) 575-8648 x108 cell (801) 455-3838 greenwell.jim@us.sika.com.
    - c. Versico Roofing Systems (Carlisle Construction Materials, Inc., Carlisle PA www.versico.com (800) 992-7663:
      - 1) Contact Information (USA, Canada and Global):
        - a) Primary Contact: Chris Shermach, Corporate Accounts Manager: phone (815) 341-3770 shermach@versico.com.
        - b) Secondary Contact: Misty Fritz, phone (717) 245-7290 misty.fritz@versico.com.
        - c) Secondary Contact (Utah only): Dan Barker, phone (801) 668-4960 division7specialties@msn.com.
- B. Design Criteria:
  - 1. General:
    - a. Installed membrane roofing and base flashings shall withstand specified uplift pressures, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction.
    - b. Membrane roofing and base flashings shall remain watertight.
  - 2. Drainage Requirement:
    - a. Roof system to provide positive drainage where all standing water dissipates within fortyeight (48) hours after precipitation ends.
  - 3. Material Compatibility:
    - a. Provide roofing materials that are compatible with one another under conditions of service and application required, as demonstrated by membrane Roofing Membrane Manufacturer based on testing and field experience.
  - 4. Metal details, fabrication practices, and installation methods shall conform to applicable requirements of following:
    - a. Factory Mutual Loss Prevention Data Sheet 1-49, 'Perimeter Flashing' (latest issue).
    - b. Sheet Metal and Air Conditioning Contractors National Association Inc, 5th edition.
- C. Components:
  - 1. Membrane:
    - a. Description:

- 1) Adhered:
  - a) Meet requirements of ASTM D4434/D4434M, Type III.
  - b) Category One VMR Approved Products. See Section 01 6200 for definitions of Categories:
    - (1) Sika Sarnafil:
      - (a) G410 fiberglass reinforced membrane with lacquer coating.
- 2. Insulation:
  - a. FM and UL approved.
  - b. If required by Manufacturer for warranty, provide approved facer.
  - c. Polyisocyanurate Foam Insulation Board:
    - 1) Meet requirements of ASTM C1289.
    - Insulation boards shall be Factory Mutual approved for classification selected for project.
    - 3) Facer:
      - a) Fiber reinforced paper facer or coated-glass fiber mat facer.
    - 4) Insulation panels directly under roofing membrane and roof system cover board shall not exceed 48 inches by 96 inches (1 200 mm by 2 400 mm).
    - 5) Insulation panels to be 2 inches (50 mm) maximum thickness for each layer. Insulation shall be multiple layers and achieve minimum 'R' value of 30. Tapered layer shall slope at 1/4 in per ft (20 mm per meter).
- 3. Roof System Cover Board (Recovery/Hard Board) Over Insulation:
  - a. Non-Fire Rated:
    - 1) 'Adhered' application:
      - a) Minimum thickness to be determined by roofing system Manufacturer based upon Warranty term and Wind Warranty requirements.
      - b) Category One VMR Approved Products. See Section 01 6200 for definitions of Categories:
        - 1/2 inch (12.7 mm) thick minimum Dens-Deck Prime Roof Board by G-P Gypsum.
        - (2) 1/2 inch 1/2 inch (12.7 mm) thick minimum Securock by USG.
  - b. Fire Rating:
    - 1) Fire Protection Board On Deck:
      - a) Category One VMR Approved Products. See Section 01 6200 for definitions of Categories:
        - (1) 1/2 inch (12.7 mm) thick minimum Dens-Deck Fireguard Roof Board by G-P Gypsum.
- 4. Vapor Retarder / Air Barrier:
  - a. Temporary Roof Membrane:
    - 1) Self adhered retarder:
    - 2) May be used as temporary roof membrane up to ninety (90) day exposure.
    - Category One VMR Approved Products. See Section 01 6200 for definitions of Categories:
      - a) Carlisle SynTec:
        - (1) Systems 725 TR air and vapor barrier with primers and sealers as required.
      - b) Sika Sarnafil:
        - (1) Sarnavap air and vapor barrier with primers and sealants as required.
  - b. Wood Roof Decks:
    - 1) Self adhered retarder:
      - a) May be used as temporary roof membrane up to ninety (90) day exposure.
      - b) Category One VMR Approved Products. See Section 01 6200 for definitions of Categories:
        - (1) Carlisle SynTec:
          - (a) Systems 725 TR air and vapor barrier with primers and sealers as required.
        - (2) Sika Sarnafil:
          - (a) Sarnavap air and vapor barrier with primers and sealants as required.

## 2.2 ACCESSORIES

- A. Adhesives, Sealants and Sealer:
  - 1. General:
    - a. Supplied by Roofing Membrane Manufacture Meet uplift and VOC requirements required for Project for specific application method and in compliance with all local codes and restrictions provided by Roofing Membrane Manufacture.
    - b. As accepted by Roofing Manufacturer under specified warranty.
  - 2. Pourable Sealer:
    - a. Approved by Roofing Membrane Manufacturer for specified roof system.
  - 3. Membrane:

a.

- Category One VMR Approved Products. See Section 01 6200 for definitions of Categories:
- 1) Carlisle SynTec:
  - a) Carlisle Sure Flex PVC: Solvent based membrane adhesive.
- 4. Insulation:
  - a. Category One VMR Approved Products. See Section 01 6200 for definitions of Categories:
    - 1) Carlisle SynTec:
      - a) Carlisle FAST or Flexible FAST low rise polyurethane foam adhesive.
    - 2) Sika Sarnafil:
      - a) Sarnacol 2163/AD/OM: Low rise polyurethane foam adhesive.
- B. Coated Metal:
  - 1. Colors:
    - a. Not Seen From Ground: Color to match selected roof membrane.
    - b. Seen From Ground: Manufacturer's standard color as selected by Architect to match membrane surface color chosen for project.
  - 2. Category One VMR Approved Products. See Section 01 6200 for definitions of Categories:
    - a. Carlisle SynTec:
      - 1) Sure Flex coated metal 24 ga (0.6 mm) G90 galvanized sheet metal laminated with 0.035 inch (0.9 mm) thick PVC membrane:
      - 2) Membrane cover strips:
        - a) 0.060 inch (1.5 mm) thick.
        - b) Color to match selected Sure Flex.
    - b. Sika Sarnafil:
      - 1) 25 ga (0.56 mm) G90 galvanized sheet metal laminated with 0.020 inch (0.55 mm) thick membrane:
      - 2) Sarnclad membrane cover strips:
        - a) 0.060 inch (1.5 mm) thick.
        - b) Color to match selected Sarnaclad.
- C. Counterflashing:
  - 1. Formed to meet design requirements and match existing metals and aesthetics, furnished by Membrane Manufacturer.
- D. Mechanical Attachment Accessories:
  - 1. Fasteners:
    - a. Category One VMR Approved Products. See Section 01 6200 for definitions of Categories:
      - 1) Carlisle SynTec:
        - a) Carlisle Fasteners or engineered fasteners designed to anchor membrane and flashing into substrates that include steel, concrete, gypsum, and light weight concrete roof decks.
      - 2) Sika Sarnafil:
        - a) Sarnafasteners or engineered fasteners designed to anchor membrane and flashing into substrates that include steel, concrete, gypsum, and light weight concrete roof decks.
  - 2. Bars And Plates:
    - a. Category One VMR Approved Products. See Section 01 6200 for definitions of Categories:
      - 1) Carlisle SynTec:
        - a) Bars and plates engineered as companion assembly with Carlisle Fasteners. Used to secure membrane and/or flashing as required by Membrane Manufacturer.

- 2) Sika Sarnafil:
  - a) Bars and plates engineered as companion assembly with Sarnafasteners. Used to secure membrane and/or flashing as required by Membrane Manufacturer.
- E. Miscellaneous Fasteners and Anchors:
  - 1. Fasteners, anchors, nails, straps, bars, etc. shall be of post-galvanized zinc or cadmium-plated steel, aluminum, or stainless steel. Mixing metal types and methods of contact shall be in such manner as to avoid galvanic corrosion.
  - 2. Compatible with substrates and flashings to be anchored:
    - a. Fasteners for attachment of metal to masonry shall be expansion type fasteners with stainless steel pins.
    - b. Concrete fasteners and anchors shall have minimum embedment of 1-1/4 inch (32 mm) and shall be approved for such use by Fastener Manufacturer.
    - c. Wood fasteners and anchors shall have embedment of one inch (25 mm) minimum and be approved for such use by Fastener Manufacturer.
- F. Prefabricated Flashing Accessories: Membrane corners and pipe stacks as supplied by Membrane manufacturer.
- G. Steeple Base:
  - 1. Secondary Underlayment:
    - a. Meet requirements of ASTM D1970/D1970M and UL 790 Class A Fire Resistance.
    - b. Type Two Acceptable Products:
      - 1) CertainTeed:
        - a) WinterGuard Granular, WinterGuard Sand or WinterGuard High Tack/High Temperature.
      - 2) GAF:
        - a) Weatherwatch or StormGuard.
      - 3) Owens Corning:
        - a) Weatherlock G Granulated Self-Sealing Ice & Water Barrier or Weatherlock Specialty Tile & Metal for High Temperature.
      - 4) Equal as approved by Architect before installation. See Section 01 6200.
- H. Traffic Surface:
  - 1. Standard Walkway:
    - a. Description:
      - 1) Traffic surface used to protect roof membrane with limited slip surface.
      - 2) Approved for all wind load areas.
      - 3) Heat weldable walk roll.
    - b. Category One VMR Approved Products. See Section 01 6200 for definitions of Categories:
      - 1) Carlisle SynTec:
        - a) Sure Flex Walkway Roll.
      - 2) Sika Sarnafil:
        - a) SarnaTred Walkway Roll.
- I. Wood Nailers:
  - 1. Treat wood nailers as per Section 06 0573.13 for preservative wood treatment and Section 06 0573.33 for fire-retardant wood treatment. Creosote or asphaltic-treated wood is not acceptable.
  - 2. Wood nailers shall conform to Factory Mutual's Loss Prevention Data Sheet 1-49.
  - 3. Wood shall have maximum moisture content of 19 percent by weight on dry weight basis.

### PART 3 - EXECUTION

### 3.1 INSTALLERS

A. Category One VMR Manufacturer's Approved Roofing Installers: See Section 01 4301:
 1. Carlisle SynTec:

- a. By Manufacturer
- 2. Sika Sarnafil:
  - a. By Manufacturer
- 3. Versico:
  - a. By Manufacturer
- 4. Examine substrate and conditions. Verify substrate is suitable for installation of roofing system membrane before starting work of this Section.
- 5. Verify that roof drain lines are functioning correctly before starting work of this Section:
  - a. Report such blockages in writing to Owner's representative, with copy to Roofing Membrane Manufacturer, for corrective action before beginning work of this Section.
- 6. Inspect for defects such as excessive surface roughness, contamination, structural inadequacy, or any other condition that will adversely affect quality of work.
- 7. Verify that wood blocking, curbs, and nailers are securely anchored to roof deck at penetrations and terminations and nailers match thicknesses of insulation to be installed.
  - Remove existing roofing, base flashing, deteriorated wood blocking and metal flashing:
  - a. Remove only that amount of existing roofing and flashing that can be made watertight with new materials during a one-day period or onset of inclement weather.
- 9. Notify Architect of unsuitable conditions in writing:
  - a. Commencement of Work by installer is considered acceptance of substrate.
    - b. Stop work immediately if any unusual or concealed condition is discovered and immediately notify Architect in writing, with letter copy to Roofing Manufacturer.
    - c. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

8.

- A. Removal of Existing Roofing:
  - 1. Remove only what can be covered by end of day.
- B. General Requirements:
  - 1. Remove existing roofing, base flashing, deteriorated wood blocking and metal flashings. Recycle materials that can be recycled.
  - 2. Remove only that amount of existing roofing and flashing that can be made watertight with new materials during a one-day period or onset of inclement weather.
  - 3. Inspect for defects such as excessive surface roughness, contamination, structural inadequacy, or any other condition that will adversely affect quality of work.
    - a. Wood Deck:
      - 1) Ensure decking is sound and able to provide support and attachment of new roofing assembly.
      - 2) Deteriorated or unsound decking that can not comply with this requirement shall be brought to attention of Project Manager.
      - 3) As directed by Project Manager, remove and replace sections of decking with like materials and in compliance with local code requirements.
  - 4. Nailers:
    - a. Install continuous treated wood nailers at perimeter of entire roof and around roof projections and penetrations as described on Project Drawings. Replace existing wood nailers shown to remain, if they contain rot or are otherwise damaged.
      - 1) Anchor nailers to resist minimum force of 300 lbs (136 kg) per lineal foot (300 mm) in any direction:
        - a) Provide 1/2 inch (13 mm) space between nailer lengths.
        - b) Individual nailer lengths shall not be less than 36 inches (900 mm) long.
        - c) Nailer fastener spacing shall be at 12 inches (300 mm) on center, or 16 inches (400 mm) if necessary to match structural framing.
        - d) Stagger fasteners 1/3 nailer width and install within 6 inches (150 mm) of each end.
        - e) Meet requirements current Factory Mutual Loss Prevention Data Sheet 1-49.
      - 2) Thickness shall match substrate or insulation/hardboard height.
      - Anchor existing woodwork that is to remain so as to resist minimum force of 300 lbs (136 kg) per lineal foot (300 mm) in any direction. Reuse only woodwork designated to be reused in detail drawings.

- 5. Prevent interior leakage, materials falling into interior, and other such Occurrences.
- 6. Install temporary roof membrane (Sarnavap SA as called out in Part 2 of this specification section) to prevent interior leakage and soiling/staining of new roof membrane. Temporary roofing can remain exposed for maximum of 90 days.
- 7. Install temporary water cut-offs at completion of each day's work and completely remove upon resumption of work.
  - a. Waterstops shall not emit dangerous or unsafe fumes and shall not remain in contact with finished roof as installation progresses.
  - b. Replace contaminated membrane at no additional cost to Owner.
- 8. Provide temporary walkways and work platforms as necessary to complete work under this section with no damage to existing surfaces, surfaces exposed during work, and to new materials applied.
- 9. Coordinate application of membrane to provide protection of underlying materials from wetting or other damage by the elements on a continuous basis.
- 10. Sheet metal sleeves, caps, and enclosures shall be completely installed on a daily basis.
- C. Surface Preparation:
  - 1. Surfaces to receive new materials shall be clean, smooth, dry (free of moisture), free of flaws, sharp edges, loose and foreign material, dirt, oil and grease.
    - a. Mechanically scrape exposed surfaces, if necessary to remove projections.
    - b. Roofing shall not start until defects have been corrected.
  - 2. Verify that surfaces receiving new materials have no defects or errors which would result in poor application or cause latent defects in workmanship.
  - 3. Inspect anchoring of wood members for conformance to specified requirements. Upgrade nonconforming fasteners to meet specified requirements.
  - 4. Reset or replace fasteners that are loose, deformed, damaged, or corroded.
  - 5. Fit joints of insulation tightly together.
  - 6. Prevent interior leakage, materials falling into interior, and other such Occurrences.
  - 7. Install temporary water cut-offs at completion of each day's work and completely remove upon resumption of work.
    - a. Waterstops shall not emit dangerous or unsafe fumes and shall not remain in contact with finished roof as installation progresses.
    - b. Replace contaminated membrane at no additional cost to Owner.
  - 8. Provide temporary walkways and work platforms as necessary to complete work under this section with no damage to existing surfaces exposed during work, and to new materials applied.
  - 9. Coordinate application of membrane to provide protection of underlying materials from wetting or other damage by the elements on a continuous basis.
  - 10. Sheet metal sleeves, caps, and enclosures shall be completely installed on a daily basis.
  - 11. Prevent materials from entering and clogging roof drains and conductors and from spilling or migrating onto surfaces of other construction. Remove roof-drain plugs when no work is taking place or when rain is forecast.
  - 12. Complete terminations and base flashings and provide temporary seals to prevent water from entering completed sections of roofing system at the end of the workday or when rain is forecast.
  - 13. Remove and discard temporary seals before beginning work on adjoining roofing.

### 3.3 INSTALLATION

- A. Interface With Other Work:
  - 1. Coordinate with Installers whose work penetrates roof deck or requires men and equipment to traverse roof deck.

#### B. General:

- 1. Installation shall be in conformance with latest edition of manufacturer's specification except where Contract Documents are more restrictive.
- 2. Roof surfaces shall be free of water, ice and snow. Surfaces to receive new insulation, membrane, or flashings shall be dry. Should surface moisture occur, provide equipment necessary to dry surface before application.
- 3. Secure new and temporary construction, including equipment and accessories, so as to preclude wind blow-off and subsequent roof or equipment damage.

- 4. Install only as much roofing as can be made weathertight each day, including flashing and detail work. Clean seams and heat-weld before leaving jobsite.
- 5. Schedule and execute work without exposing interior building areas to effects of inclement weather. Protect existing building and its contents against all risks.
- 6. Install uninterrupted waterstops at end of each day's work and completely remove before proceeding with next day's work:
  - a. Waterstops shall not emit dangerous or unsafe fumes and shall not remain in contact with finished roof as installation progresses.
  - b. Replace contaminated membrane at no additional cost to Owner.
- 7. Avoid use of newly constructed roofing as walking surface or for equipment movement and storage:
  - a. Where such access is required, provide necessary protection and barriers to segregate work area and to prevent damage to adjacent areas.
  - b. Provide protection layer consisting of roof sheathing over insulation board and roofing membrane for new and existing roof areas which receive rooftop traffic during construction.
- 8. Before and during application, remove dirt, debris, and dust from surfaces either by vacuuming, sweeping, blowing with compressed air, or similar methods.
- 9. Report rooftop contamination that is anticipated or that is occurring to Roofing Manufacturer to determine corrective steps to be taken.
- C. Vapor Retarder / Air Barrier Installation:
  - 1. Wood Roof Decks:
    - a. Self adhered retarder: Apply self adhesive retarder directly over deck with overlaps and sheet edges sealed in accordance with Manufacturer's instruction.
  - 2. Conduct moisture and adhesion tests.
- D. Insulation:
  - 1. Neatly cut insulation cut to fit around penetrations and projections.
  - 2. Install tapered insulation in accordance with insulation manufacturer's shop drawings.
  - 3. Install tapered insulation around drains creating a drain sump.
  - 4. Do not install more insulation board than can be covered with roofing membrane by end of day's work or onset of inclement weather.
  - 5. 'Adhered' Adhesive Attachment:
    - a. All work surfaces should be clean, dry, free of dirt, dust, debris, oils, loose and/or embedded gravel, un-adhered coatings, and other contaminants.
    - b. Apply adhesive in thickness and pattern in accordance with Insulation Manufacturer, Factory Mutual, and Roofing Manufacturer recommendations for fastening rates and patterns.
    - c. Quantity and location of adhesive beads shall also result in insulation boards resting evenly on roof deck/substrate so there are no cavities between boards and substrate.
    - d. Carlisle FAST or Flexible FAST foam adhesive requirement:
      - Apply adhesive when substrate and ambient temperature are (25 deg F (minus 3.9 deg C) or above.
    - e. Insulation shall be fully bonded to substrate or vapor retarder.
- E. Roof System Cover Board:
  - 1. Offset roof system cover board joints 24 inches (600 mm) minimum from joints in underlying substrate or insulation.
  - 2. Wood Roof Decks:
    - a. Non-visible installation:
      - 1) Secure roof system cover board using insulation plates and fasteners spaced as required by Membrane Manufacturer's warranty requirements.
    - b. Visible (from ground/surrounding buildings) installation.
      - 1) Secure roof system cover board using low profile attachment plates and fasteners spaced as required by Membrane Manufacturer's warranty requirements.
- F. Membrane:
  - 1. Inspection:
    - a. Inspect surface of insulation or substrate before installation of roof membrane.

- b. Substrate shall be clean, dry and smooth with no excessive surface roughness, contaminated surfaces or unsound surfaces such as broken, delaminated, or damaged insulation boards.
- c. All sharp projections shall be removed by sweeping, blowing or vacuum cleaning.
- 2. Adhesive:
  - a. Follow ambient conditions as specified in Part 1 of this specification.
  - b. Follow Manufacturer's written application instructions including adhesive coverage rate requirements. Apply no adhesive in seam areas.
    - 1) Installer Option A):
      - a) Apply adhesive using solvent-resistant nap paint rollers.
    - 2) Installer Option B):
      - a) Apply adhesive using wet lay-in adhesive application.
- 3. Hot-Air Welding Of Lap Areas:
  - a. General:
    - 1) Seams shall be hot air welded. Seam overlaps shall be 3 inches (75 mm) wide minimum when automatic machine welding, and 4 inches (100 mm) wide when hand welding.
    - 2) Membrane to be welded shall be clean and dry. No adhesive shall be in seam.
    - 3) Hand Welding:
      - a) Hand welded seams shall be completed in three stages. Allow hot-air welding equipment to warm up for one (1) minute minimum before welding.
    - 4) Seam shall be tack-welded every <u>36 inches</u> (900 mm) to hold membrane in place.
    - 5) Weld back edge of seam with narrow but continuous weld to prevent loss of hot air during final welding.
    - 6) Insert nozzle into seam at 45 degree angle. Once proper welding temperature has been reached and membrane begins to 'flow', position hand roller perpendicular to nozzle and press lightly. For straight seams, use 1-1/2 inch (38 mm) wide nozzle. Use 3/4 inch (19 mm) wide nozzle for corners and compound connections..
  - b. Machine Welding: Follow Roofing Manufacturer's instructions and use recommended equipment.
  - c. Quality Control of Welded Seams:
    - Check welded seams for continuity using rounded screwdriver. Make on-site evaluation of welded seams daily at locations directed by Owner's Representative or representative of Roofing Manufacturer.
    - 2) Take one inch (25 mm) wide cross-section samples of welded seams at least three times a day. Patch each test cut at no additional cost to Owner.
- G. Flashings:
  - 1. General:
    - a. Install flashings concurrently with roof membrane. No temporary flashings will be allowed without prior written approval of Owner's Representative and Roofing Manufacturer. Approval shall only be for specific locations on specific dates.
    - b. If water is allowed to enter under newly completed roofing, remove and replace affected area no additional cost to Owner.
    - c. Adhere flashings to compatible, dry, smooth, and solvent-resistant surfaces.
  - 2. Membrane Flashings:
    - a. Adhesive Application for Flashings:
      - Adhere flashing membranes to solvent resistant substrates. Cut interior and exterior corners and miters and hot-air weld into place. No bitumen shall be in contact with membrane.
      - Apply adhesive using solvent-resistant 3/4 inch (19 mm) nap paint rollers. Apply adhesive in smooth, even coatings with no holidays, globs, or similar irregularities. Coat only area that can be completely covered in same day's operations. Allow surface with adhesive coating to dry completely prior to installing flashing membrane.
      - 3) When surface is dry, cut flashing membrane to workable length and evenly coat underside with adhesive apply at Manufacturer's adhesive coverage rate requirements.
      - 4) When adhesive has dried sufficiently to produce strings when touched with a dry finger, roll coated membrane onto previously coated substrate being careful to avoid wrinkles. Do not allow adhesive on underside of membrane to completely dry. Overlap adjacent

sheets <u>3 inches</u> (75 mm). Flashings shall extend <u>4 inches</u> (100 mm) onto roofing membrane. Press bonded sheet firmly in place with hand roller.

- 5) Apply no adhesive in seam areas that are to be welded.
- b. Install fasteners and membrane fastenings plates at 12 inches (300 mm) on center with acceptable fasteners into structural deck at the base of parapets, walls, and curbs. Also install Sarnastop at the base of tapered edge strips and at transitions, peaks, and valleys according to Roofing Manufacturer's details:
  - 1) Hurricane Bar:
    - a) Provide inside four foot perimeter peel stop (Hurricane Bar) required by Owner for all projects in all wind speed coverage areas.
- c. Extend flashings 8 inches (200 mm) minimum above roofing level unless otherwise accepted in writing by Owner's representative and Roofing Manufacturer.
- d. Terminate flashings according to Roofing Manufacturer's recommended details.
- e. Adhere flashing membranes to solvent resistant substrates. Cut interior and exterior corners and miters and hot-air weld into place. No bitumen shall be in contact with membrane.
- 3. Metal Flashings:
  - a. Complete metal work in conjunction with roofing and flashings so that watertight condition exists daily.
  - b. Install metal to provide adequate resistance to bending and allow for normal thermal expansion and contraction.
  - c. Metal joints shall be watertight.
  - d. Securely fasten metal flashings into solid wood blocking. Fasteners shall penetrate wood nailer one inch (25 mm) minimum.
  - e. Airtight and continuous metal hook strips are required behind metal fascias. Fasten hook strips 12 inches (300 mm) on center into wood nailer or masonry wall.
  - f. Counterflashings shall overlap base flashings 4 inches (100 mm) minimum.
  - g. Metal Base Flashings:
    - 1) Space adjacent sheets 1/4 inch (6 mm) apart.
    - 2) Fasten ends of metal 6 inches (150 mm) on center.
    - 3) Cover joint with 2 inch (50 mm) wide aluminum tape.
    - 4) Hot-air weld 4 inch (100 mm) wide strip of flashing membrane over joint.
  - h. Metal Edge Flashing:
    - 1) Install as per requirements of ANSI/SPRI/FM 4435/ES-1, 'Wind Design Standard for Edge Systems Used with Low Slope Roofing Systems'.
    - 2) Fasten metal edge flashings with two rows of post-galvanized flat head annular ring nails, 4 inches (100 mm) on center staggered.
    - 3) Space adjacent sheets of metal 1/4 inch (6 mm) apart.
    - 4) Cover joint with 2 inch (50 mm) wide aluminum tape.
    - 5) Carlisle Sure Flex PVC coated metal:
      - a) Hot air weld <u>6 inch (150 mm)</u> wide strip of non reinforced PVC flashing over coated metal joint.
    - 6) Sika Sarnafil Sarnaclad:
      - a) Hot-air weld 4 inch (100 mm) wide strip of flashing membrane over joint.
- H. Temporary Cut-Off:
  - 1. Construct temporary waterstops to provide one hundred (100) percent watertight seal:
    - a. Make stagger of insulation joints even by installing partial panels of insulation.
    - b. Carry new membrane into waterstop.
    - c. Seal waterstop to deck or substrate so water will not travel under new or existing roofing.
    - d. Seal edge of membrane in continuous heavy application of sealant as described above.
    - e. When work resumes, cut-out contaminated membrane and dispose of off-site.
  - 2. If inclement weather occurs while temporary waterstop is in place, provide labor necessary to monitor situation to maintain watertight condition.
  - 3. If water is allowed to enter under newly completed roofing, remove affected area and replace at no additional cost to Owner.
  - 4. Cross Grip:
    - a. Trim walkway to lay on roof surface where identified on Drawings.
    - b. Use Cross Grip clips to secure sections together. Use Cross Grip ramps where identified by Architect.
    - c. Roof slope above 1 in 12 roof pitch:

1) Provide Manufacturers attachment recommendations.

### 3.4 FIELD QUALITY CONTROL

- A. Field Inspection:
  - 1. Before Manufacturer's inspection for warranty, Installer must perform pre-inspection to review work and to verify flashing has been completed as well as application of caulking.
  - 2. Architect to inspect roof under Steeple to certify that debris removed, and roofing system has been installed in compliance with Contract Document requirements.
  - 3. Final Roof Inspection:
    - a. Arrange for Roofing Membrane Manufacturer's technical personnel to inspect roofing installation on completion.
  - 4. Upon completion of roof inspection, provide certification that installation has been performed in accordance with Contract Document and Roofing Manufacturer requirements.
- B. Non-Conforming Work:
  - 1. Correct all work not in compliance to Contract Documents at no additional cost to Owner.
    - a. Repair or remove and replace components of membrane roofing system where inspections indicate that they do not comply with specified requirements.
    - b. Replace contaminated membrane.
  - 2. Additional inspections will be performed to determine compliance of replaced or additional work with specified requirements at no additional cost to Owner.
  - 3. Repair landscaped areas damaged by construction activities at no additional cost to Owner.

# 3.5 CLEANING

- A. Waste Management:
  - 1. Perform daily clean-up to collect wrappings, empty container, paper, and other roofing waste debris from project site.
  - 2. Upon completion, roofing waste materials must be disposed from site to dumping area legally authorized to receive such materials.
  - 3. Complete site cleanup, including both interior and exterior building areas that have been affected by construction, to Owner's satisfaction.

# 3.6 PROTECTION

- A. General Contractor Responsibility:
  - 1. Protection of roofing membrane from damage and wear from other trades from damage after completion of roof membrane.
  - 2. Clean overspray and spillage from adjacent construction using cleaning agents and procedures recommended by Manufacturer of affected construction.

# END OF SECTION

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### SECTION 07 6210

### GALVANIZED STEEL FLASHING AND TRIM

### PART 1 - GENERAL

### 1.1 SUMMARY

- A. Includes But Not Limited To:
  - 1. Furnish and install miscellaneous flashing, counterflashing, and hold-down clips as described in Contract Documents and not specified to be of other material.
- B. Products Furnished But Not Installed Under This Section:
  - 1. Miscellaneous sheet metal specialties not specified to be of other materials.
- C. Related Requirements:
  - 1. Section 06 1100: 'Wood Framing' for wood base.
  - 2. Sections under 07 3000 heading: 'Steep Slope Roofing' for installation of miscellaneous roofing related flashing.
  - 3. Sections under 07 5000 heading: 'Membrane Roofing' for installation of miscellaneous roofing related flashing.
  - 4. Section 07 9213: 'Elastomeric Joint Sealant'.

### 1.2 REFERENCES

- A. Reference Standards:
  - 1. ASTM International:
- a. ASTM A653/A653M-15, 'Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process'.
- b. ASTM A792/A792M-10(2015), 'Standard Specification for Steel Sheet, 55 % Aluminum-Zinc Alloy-Coated by the Hot-Dip Process'.
  - 2. Federal Specifications:
- a. TT-S-00230C(2) Sealing Compound, Elastomeric Type, Single Component, (For Caulking, Sealing, and Glazing in Buildings and Other Structures).

# PART 2 - PRODUCTS

# 2.1 SYSTEM

- A. Manufacturers:
  - 1. Type Two Acceptable Manufacturers Of Metal:
- a. CMG Coated Metals Group, Denver, CO www.cmgmetals.com.
- b. Drexel Metals, LLC, Ivyland, PA www.drexmet.com.
- c. Fabral, Lancaster, PA www.fabral.com.
- d. Firestone Metal Producdts, Anoka, MN www.unaclad.com.
- e. MBCI, Houston, TX www.mbci.com.
- f. Metal Sales Manufacturing Corp, Sellersburg, IN www.mtlsales.com.
- g. O'Neal Flat Rolled Metals (member of O'Neal Industries), Brighton, CO www.ofrmetals.com.
- h. Petersen Aluminum Corp, Elk Grove, IL www.pac-clad.com.
- i. Ryerson, Chicago, IL www.ryerson.com.
- j. Equal as approved by Architect before installation. See Section 01 6200.
  - B. Materials:

- 1. Sheet Metal:
- a. Galvanized iron or steel meeting requirements of ASTM A653/A653M, G 90 or Galvalume steel meeting requirements of ASTM A792/A792M AZ50, 50 ksi.
  - 1) 22 ga (0.792 mm) for hold-down clips.
  - 2) 24 ga (0.635 mm) for all other.
  - C. Fabrication:
    - 1. Form accurately to details.
    - 2. Profiles, bends, and intersections shall be even and true to line.
    - 3. Fold exposed edges 1/2 inch (12.7 mm) to provide stiffness.
  - D. Finish:
    - 1. Exposed to view:
- a. Provide face coating of polyvinyledene Fluoride (PVF<sub>2</sub>) Resin-base finish (Kynar 500 or Hylar 5000) containing seventy (70) percent minimum PVF<sub>2</sub> in resin portion of formula. Thermo-cured two coat system consisting of corrosion inhibiting epoxy primer and top coat factory applied over properly pre-treated metal.
- b. Reverse side coating shall be thermo-cured system consisting of corrosion inhibiting epoxy primer applied over properly pre-treated metal.
  - 2. Color as selected by Architect from Manufacturer's standard colors.

# 2.2 ACCESSORIES

- A. Sealants: Rubber base type conforming to Fed Spec TT-S-00230C.
- B. Fasteners:
  - 1. Of strength and type consistent with function.
  - 2. Nails: Hot-dipped galvanized.
  - 3. Screws, Bolts, And Accessory Fasteners: Galvanized or other acceptable corrosion resistant treatment.
- C. Roof Diverter:
  - 1. Roof Diverter (Kickout Diverter) required when vertical wall extends beyond lower roof.
- a. 24 ga (0.635 mm) galvanized iron or steel meeting requirements for sheet metal specified in materials above.
- b. Size: 6 inch (150 mm) x 6 inch (150 mm) by 12 inches (300 mm) length.
  - D. Step Flashing:
    - 1. Step flashing required for steep slope for roof to wall flashing.
- a. 24 ga (0.635 mm) galvanized iron or steel meeting requirements for sheet metal specified in materials above.
- b. Size: 5 inch (125 mm) x 5 inch (125 mm) by 8 inch (200 mm) or 12 inches (300 mm) length.

# PART 3 - EXECUTION

#### 3.1 INSTALLATION

- A. Install with small, watertight seams.
- B. Slope to provide positive drainage.
- C. Provide sufficient hold down clips to insure true alignment and security against wind.
- D. Provide 4 inch (100 mm) minimum overlap.
- E. Allow sufficient tolerance for expansion and contraction.

- F. Insulate work to prevent electrolytic action.
- G. Roof Diverter (Kickout Diverter):
  - 1. Extend roof diverter 1 inch (25 mm) minimum beyond face edge of lower roof.
  - 2. Extend underlayment vertically up wall behind flashing.
  - 3. Solder all joints.
  - 4. Apply sealant.

# 3.2 CLEANING

A. Leave metals clean and free of defects, stains, and damaged finish.

# END OF SECTION

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# SECTION 07 6310

### STEEP SLOPE ROOF FLASHING: Asphalt Shingles

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Products Furnished But Not Installed Under This Section:
  - 1. Roof flashing including:
    - a. Formed Valley Metal.
    - b. Pipe flashing for vent piping and flues.
    - c. Roof jacks.
    - d. Saddles and curb flashings.
    - e. Miscellaneous flashing.
- B. Related Requirements:
  - 1. Section 07 3113: 'Asphalt Shingles' for installation.
  - 2. Section 07 9213: 'Elastomeric Joint Sealants' for quality of sealants.

### 1.2 REFERENCES

A. Definitions:

- 1. Base Flashing: That portion of flashing attached to or resting on roof deck to direct flow of water onto the roof covering.
- 2. Cap Flashing: Material used to cover top edge of base flashings or other flashings to prevent water seepage behind base flashing. Cap flashing overlaps base flashing.
- 3. Collar: Pre-formed flange placed over vent pipe to seal roof around vent pipe opening. Also called vent sleeve.
- 4. Drip Edge: Non-corrosive, non-staining material used along eaves and rakes to allow water runoff to drip clear of underlying building.
- 5. Flange: Metal pan extending up and down roof slope around flashing pieces. Usually at plumbing vents.
- 6. Flashing: Components used to prevent seepage of water into a building around any intersection or projection in a roof such as vent pipes, adjoining walls, and valleys.
- 7. Metal Flashing: Roof components made from sheet metal that are used to terminate roofing membrane or other material alongside roof perimeters as well as at roof penetrations.
- 8. Penetration: Any object that pierces surface of roof.
- 9. Pipe Boot: Prefabricated flashing piece used to flash around circular pipe penetrations. Also known as a Roof Jack.
- 10. Roof Jack: Term used to describe a Pipe Boot or Flashing Collar.
- 11. Valley: Internal angle formed by intersection of two sloping roof planes to provide water runoff.
- 12. Vent: Any outlet for air that protrudes through roof deck such as pipe or stack. Any device installed on roof, gable or soffit for purpose of ventilating underside of roof deck.
- 13. Vent Sleeve: See collar.
- B. Reference Standards:
  - 1. ASTM International:
    - a. ASTM A653/A653M-15, 'Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process'.
    - b. ASTM A792/A792M-10(2015), 'Standard Specification for Steel Sheet, 55 % Aluminum-Zinc Alloy-Coated by the Hot-Dip Process'.

- 2. ASTM International: (specifically referenced for pipe flashing only):
  - a. ASTM B117-16, 'Standard Practice for Operating Salt Spray (Fog) Apparatus'.
  - b. ASTM E283-04(2012), 'Standard Test Method for Determining Rate of Air Leakage Through Exterior Windows, Curtain Walls, and Doors Under Specified Pressure Differences Across the Specimen'.
  - c. ASTM E330/E330M-14, 'Standard Test Method for Structural Performance of Exterior Windows, Doors, Skylights and Curtain Walls by Uniform Static Air Pressure Difference'.
  - d. ASTM E331-00(2016), 'Standard Test Method for Water Penetration of Exterior Windows, Skylights, Doors, and Curtain Walls by Uniform Static Air Pressure Difference'.
  - e. ASTM E2140-01(2017), 'Standard Practice for Water Penetration of Metal Roof Panel Systems by Static Water Pressure Head'.

# 1.3 SUBMITTALS

A. Informational Submittals:

- 1. Tests And Evaluation Reports:
  - a. Manufacturer's test reports:

### 1.4 WARRANTY

- A. Pipe Flashing:
  - Manufacturer's warranty against defects in materials and workmanship when correctly installed in appropriate application for life of original roofing material from installation or replacement or fifty (50) years whichever is greater.
- B. Pipe Flashing For Concentric Piping Flashing Retrofitting:
  - 1. Manufacturer's twenty (20) warranty pipe flashing will not fail (does not allow water to leak through flashing) due to normal weather and atmospheric conditions from date of installation.

# PART 2 - PRODUCTS

# 2.1 MATERIALS

- A. Manufacturers:
  - 1. Type Two Acceptable Manufacturers:
    - a. Aztec Washer Co., Poway, CA www.aztecwasher.com.
    - b. CMG Coated Metals Group, Denver, CO www.cmgmetals.com.
    - c. Drexel Metals, LLC, Ivyland, PA www.drexmet.com.
    - d. Fabral, Lancaster, PA www.fabral.com.
    - e. Firestone Metal Products, Anoka, MN www.unaclad.com.
    - f. MBCI, Houston, TX www.mbci.com.
    - g. Metal Sales Manufacturing Corp, Sellersburg, IN www.mtlsales.com.
    - h. O'Neal Flat Rolled Metals (member of O'Neal Industries), Brighton, CO www.ofrmetals.com.
    - i. Petersen Aluminum Corp, Elk Grove, IL www.pac-clad.com.
    - j. Ryerson, Chicago, IL www.ryerson.com.
    - k. Equal as approved by Architect before installation. See Section 01 6200.
- B. Formed Valley Metal And Drip Edge:
  - 1. Metal:
    - Steel: Minimum 24 ga (0.635 mm), hot-dipped galvanized to meet requirements of ASTM A653/A653M, 1.25 oz/sq ft. or galvalume meeting requirements of ASTM A792/A792M AZ50, 50 ksi.
- C. Fabrication:
  - 1. Valley-ribbed flashing:

- a. Form accurately to details. Provide formed valley metal in 10 foot (3 meter) lengths with one inch (25 mm) 'V' crimp and break in center to match roof slopes.
- 2. Profiles, bends, and intersections shall be even and true to line.
- D. Finishes:
  - Face coating polyvinyledene Fluoride (PVF<sub>2</sub>) Resin-base finish (Kynar 500 or Hylar 5000) for coil coating components containing seventy (70) percent minimum PVF<sub>2</sub> in resin portion of formula. Thermo-cured two coat system consisting of corrosion inhibiting epoxy primer and top coat factory applied over properly pre-treated metal.
  - 2. Reverse side coating of steel flashings to be thermo-cured system consisting of corrosion inhibiting epoxy primer applied over properly pre-treated metal.
  - 3. Color as selected by Architect from Manufacturer's standard colors.

# 2.2 ACCESSORIES

3.

- A. Pipe Flashing For Plumbing Vent Lines metal flues, and HVAC Air Piping:
  - 1. Description:
    - a. Ultra-pure high consistency molded one hundred (100) percent silicone rubber pipe boot that prevents cracking and splitting for life of roof.
  - 2. Design Criteria:
    - a. Meet following Tests:
      - 1) ASTM B117 (Salt Spray Test).
      - 2) ASTM E283 (Air Leakage).
      - 3) ASTM E 330 (Uniform Structural Load).
      - 4) ASTM E331 (Water Penetration).
      - 5) ASTM E2140 (Water).
    - b. Material warranty of product for life of roof.
    - 24 ga (0.635 mm) coated galvanized steel plate.
  - 4. Minimum 4 inch (100 mm) flashing on each side, 6 inch (150 mm) flashing at top, 3 inch (76 mm) flashing at bottom with nailing slots.
  - 5. UV stable solid molded PVC compression collar.
  - 6. Use Ultimate Pipe Flashing for PVC, ABS and IP.
  - 7. Use Ultimate Pipe Flashing and Easy Sleeve for Copper, Cast Iron, or irregular and damaged pipes:
    - a. Black PVC with integral cap.
  - 8. Sizes: 1-1/4 inch (32 mm), 1-1/2 inch (38 mm), 2 inch (50 mm), 3 inch (76 mm), and 4 inch (100 mm).
  - 9. Slope: Flat to 18/12 pitch.
  - 10. Flashing Finish: Face coating polyvinyledene Fluoride (PVF<sub>2</sub>) Resin-base finish (Kynar 500) for coil coating components containing seventy (70) percent minimum PVF<sub>2</sub> in resin portion of formula. Thermo-cured two coat system consisting of corrosion inhibiting epoxy primer and top coat factory applied over properly pre-treated metal.
  - 11. Color: Brown (no other color available).
  - 12. Category Four Approved System Manufacturers. See Section 01 6200 for definitions of Categories:
    - a. Ultimate Pipe Flashing by Lifetime Tool & Building Products LLC, Winchester, VA www.lifetimetool.com (877) 904-1002.
    - b. Ultimate Pipe Flashing and Easy Sleeve by Lifetime Tool & Building Products LLC, Winchester, VA www.lifetimetool.com (877) 904-1002.
- B. Roof Jacks For Metal Flues: Factory-made galvanized steel.
- C. Pipe Flashing For Concentric Piping Flashing Retrofitting:
  - 1. Description:
    - a. Black EPDM Pipe flashing for existing Concentric Piping for reroofing existing roofs (cutting Concentric Roof Termination cap off and replacing is not permitted).
    - b. Weather resistance to withstand ultra violet light and ozone.
    - c. Malleable base to conform to different roof pitches.
    - d. Pipe size: 1/2 inch (12.7 mm) to 4 inch (101 mm).

- 1) On-site customization.
- e. Fasteners included.
- 2. Type One Acceptable Products:
  - a. Aztec RF101BP.
  - b. Equal as approved by Architect before bidding. See Section 01 6200.

### PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. Interface With Other Work:
  - 1. Coordinate with pipe installers for proper size of roof jacks and pipe flashing.

#### B. Pipe Flashing:

- 1. Follow Manufacturer's installation instructions.
- C. Pipe Flashing For Concentric Piping Flashing Retrofitting:
  - 1. Follow Manufacturer's installation instructions including but not limited to:
    - a. Choose appropriate retrofit size.
    - b. Wrap pipe flashing around pipe.
    - c. Apply 100 percent silicone sealant between base, roof, and top of flashing.
    - d. Use fasteners provided.
    - e. Apply cable tie as directed.

# END OF SECTION

# SECTION 07 6322

#### STEEL FASCIA

### PART 1 - GENERAL

### 1.1 SUMMARY

- A. Includes But Not Limited To:
  - 1. Furnish and install metal fascia as described in Contract Documents.

### 1.2 REFERENCES

# A. Reference Standards:

- 1. ASTM International:
  - a. ASTM A653/A653M-15, 'Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process'.
  - b. ASTM A792/A792M-10(2015), 'Standard Specification for Steel Sheet, 55 % Aluminum-Zinc Alloy-Coated by the Hot-Dip Process'.
  - c. ASTM E84-16, 'Standard Test Method for Surface Burning Characteristics of Building Materials'.

### 1.3 SUBMITTALS

- A. Action Submittals:
  - 1. Product Data:
    - a. Manufacturer's literature or cut sheet for products furnished.
- B. Closeout Submittals:
  - 1. Include following in Operations And Maintenance Manual specified in Section 01 7800:
    - a. Warranty Documentation:
      - 1) Final, executed copy of Warranty.

#### 1.4 QUALITY ASSURANCE

- A. Regulatory Agency Sustainability Approvals:
  - Fire Characteristics Performance Requirement:
  - a. Meet requirements of ASTM E84 Class A fire rating.
- B. Qualifications:

1.

- 1. Installer:
  - a. Minimum three (3) years experience with installations of comparable quality, scope, similar size, and complexity before bidding.

# 1.5 DELIVERY, STORAGE, AND HANDLING

- A. Delivery And Acceptance Requirements:
  - 1. Materials shall be delivered in original, unopened packages with labels intact.
  - 2. Inspect delivered material for damage.
- B. Storage And Handling Requirements:

- 1. Stack panels on pallets or above ground, covered with weathertight and ventilated covering. Prevent condensation build-up or moisture entrapment in materials.
- 2. Store panels not in contact with other materials that might cause staining, denting or other surface damage.

# 1.6 WARRANTY

A. Manufacturer Warranty:

- 1. Manufacturer's standard warranty against manufacturer defects.
- 2. Manufacturer's written thirty five (35) year warranty on paint finish against cracking, peeling, blistering, chalk, and color change.

# PART 2 - PRODUCTS

# 2.1 ASSEMBLIES

#### A. Manufacturers:

- 1. Type One Acceptable Manufacturers Of Metal:
  - a. AEP / Span, Dallas, TX www.aep-span.com.
  - b. ATAS Aluminum Products, Allentown, PA www.atas.com.
  - c. CMG Coated Metals Group, Denver, CO www.cmgmetals.com.
  - d. Drexel Metals, LLC, Ivyland, PA www.drexmet.com.
  - e. Fabral, Lancaster, PA www.fabral.com.
  - f. Firestone Metal Products, Anoka, MN www.unaclad.com.
  - g. Hunter-Douglas Canada Ltd, Brampton, ON www.hunterdouglasgroup.com.
  - h. Kaycan Ltd, Montreal, PQ (514) 334-7550 www.kaycan.com.
  - i. MBCI, Houston, TX www.mbci.com.
  - j. Metal Sales Manufacturing Corp, Sellersburg, IN www.mtlsales.com.
  - k. O'Neal Flat Rolled Metals (member of O'Neal Industries), Brighton, CO www.ofrmetals.com.
  - I. Petersen Aluminum Corp, Elk Grove, IL www.pac-clad.com
  - m. Ryerson, Chicago, IL www.ryerson.com.
  - n. VicWest, Oakville, ON www.vicwest.ca
  - o. Equal as approved by Architect before bidding. See Section 01 6200.
- B. Materials: Minimum 24 ga (0.635 mm), hot-dipped galvanized to meet requirements of ASTM A653/A653M, 1.25 oz/sq ft or galvalume meeting requirements of ASTM A792/A792M AZ50, 50 ksi and complete with accessories recommended by Manufacturer for proper installation.
- C. Fabrication: Fascia may either be shop-fabricated using metal from a specified manufacturer, or a factory-fabricated standard system from a specified manufacturer.
- D. Finishes:
  - Face coating polyvinyledene Fluoride (PVF<sub>2</sub>) Resin-base finish (Kynar 500 or Hylar 5000) for coil coating components containing 70 percent minimum PVF<sub>2</sub> in resin portion of formula. Thermocured two coat system consisting of corrosion inhibiting epoxy primer and top coat factory applied over properly pre-treated metal.
  - 2. Reverse side coating thermo-cured system consisting of corrosion inhibiting epoxy primer applied over properly pre-treated metal.
  - 3. Color as selected by Architect from Manufacturer's standard colors.

# 2.2 ACCESSORIES

- A. Fastening Devices: Galvanized steel screws.
- B. Continuous Soffit Vent:

- 1. Type Two Acceptable Products:
  - a. Aluminum 8.8 sq in (56.8 sq cm) net free ventilation per lineal foot (0.32 m). Width: 2 inches (50 mm). Color: white or brown.
    - 1) Mastic VAS70 Vent-A-Strip (Model 70) by Mastic Home Exteriors by Ply Gem Chicago, IL www.mastic.com/.
  - b. Aluminum 9.9 sq in (63.9 sq cm) net free ventilation per lineal foot (0.32 m). Width: 2-1/4 inches (57 mm). Color: white or brown.
    - 1) Mastic VAS79 Vent-A-Strip (Model 79) by Mastic Home Exteriors by Ply Gem Chicago, IL www.mastic.com/.
  - c. Equal as approved by Architect before installation. See Section 01 6200.

### PART 3 - EXECUTION

# 3.1 EXAMINATION

- A. Verification Of Conditions:
  - 1. Examine substrate and verify framing is suitable for installation of fascia.
  - 2. Notify Architect of unsuitable conditions in writing.
    - a. Do not install fascia over unsuitable conditions.
    - b. Commencement of Work by installer is considered acceptance of substrate.

### 3.2 INSTALLATION

- A. Conceal fasteners except where details might require a minimum number to be exposed. Paint heads of exposed fasteners to match background.
- B. Install with slip joints at each end. Screw to substrate through pre-drilled, over-size holes.
- C. Isolate from dissimilar metals not part of fascia system to prevent electrolytic action.

#### 3.3 FIELD QUALITY CONTROL

- A. Non-Conforming Work: Non-conforming work as covered in the General Conditions applies, but is not limited to the following:
  - 1. Correct any work found defective or not complying with contract document requirements including buckling or bowing due to improper installation and touch up of minor scratches and spots at no additional cost to the Owner.

# 3.4 CLEANING

- A. General:
  - 1. Clean exposed panel surfaces promptly after installation in accordance with manufacturer's instructions.
- B. Waste Management:
  - 1. Dispose of waste in provided waste receptacles (dumpsters) as specified in Section 01 7400.

#### END OF SECTION

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### SECTION 07 7123

### MANUFACTURED GUTTERS AND DOWNSPOUTS

### PART 1 - GENERAL

### 1.1 SUMMARY

- A. Includes But Not Limited To:
  - 1. Furnish and install gutters and downspouts as described in Contract Documents.
- B. Related Requirements:
  - 1. Section 07 9213: 'Elastomeric Joint Sealant', for quality of sealants for joints.

### 1.2 REFERENCES

- A. Reference Standard:
  - 1. Sheet Metal & Air Conditioning Contractors National Association Inc:
    - a. SMACNA Architectural Sheet Metal Manual, (7th edition 2012).

### 1.3 SUBMITTALS

- A. Action Submittals:
  - 1. Shop Drawings: Show gutter cross-section, mounting method, gauge of metal, expansion joint design and locations, and downspout locations minimum.

# PART 2 - PRODUCTS

#### 2.1 ASSEMBLIES

- A. Manufacturers:
  - 1. Type Two Acceptable Manufacturers of Metal:
    - a. ATAS Aluminum Products, Allentown, PA www.atas.com.
    - b. CMG Coated Metals Group, Denver, CO www.cmgmetals.com.
    - c. Fabral, Jackson, GA www.fabral.com.
    - d. Firestone Metal Products, Anoka, MN www.unaclad.com.
    - e. MBCI, Houston, TX www.mbci.com.
    - f. Metal Sales Manufacturing Corp, Sellersburg, IN www.mtlsales.com.
    - g. O'Neal Flat Rolled Metals (member of O'Neal Industries), Brighton, CO www.ofrmetals.com.
    - h. Petersen Aluminum Corp, Elk Grove, IL www.pac-clad.com.
    - i. Reynolds Metals Company, Richmond, VA www.rmc.com.
    - j. Ryerson, Chicago, IL www.ryerson.com.
    - k. Equal as approved by Architect before installation. See Section 01 6200.
- B. Materials
  - 1. Steel:
    - a. Downspouts: Rectangular, 26 ga (0.0217 inches 0.5512 mm) galvanized steel including necessary elbows.
    - b. Gutters: 24 ga (0.0276 inches 0.7010 mm) galvanized steel.
    - c. Brackets: 22 ga (0.0336 inches 0.8534 mm) galvanized steel or 26 ga (0.0217 inches 0.478 mm) double-hemmed minimum.

- d. Downspouts: Rectangular 0.032 inch (0.813 mm) minimum aluminum including necessary elbows.
- e. Gutters: 0.04 inch (1.0 mm) minimum aluminum.
- f. Brackets: 0.06 inch (1.52 mm) minimum aluminum.
- 2. Screws, Bolts, Nails, And Accessory Fasteners: Non-corrosive and of strength and type consistent with function.
- 3. Downspouts, gutters, brackets, fasteners, and accessories shall be compatible material.
- C. Fabrication:
  - 1. Fabricate in accordance with SMACNA Architectural Manual recommendations, where applicable.
  - 2. Cross-sectional configuration of gutter shall be Style A, (Page 1.13 6th Edition) of SMACNA Architectural Manual.
  - 3. Form accurately to details.
  - 4. Profiles, bends, and intersections shall be even and true to line.
- D. Finishes:
  - 1. Metal exposed to view shall have face coating of polyvinyledene Fluoride (PVF<sub>2</sub>) Resin-base finish (Kynar 500 or Hylar 5000) containing seventy (70) percent minimum PVF<sub>2</sub> in resin portion of formula.
    - a. Thermo-cured two (2) coat system consisting of corrosion inhibiting epoxy primer and top coat factory applied over properly pre-treated metal.
    - b. Reverse side coating shall be thermo-cured system consisting of corrosion inhibiting epoxy primer applied over properly pre-treated metal.
  - 2. Color as selected by Architect from Manufacturer's standard colors.

# PART 3 - EXECUTION

### 3.1 PREPARATION

- A. Protection Of In-Place Conditions:
  - 1. Before starting work, verify governing dimensions at building. Inspect for conditions that would prevent installation of specified system. Do not install over improper conditions.
  - 2. Insulate work from fascia as necessary to prevent electrolytic action.

# 3.2 INSTALLATION

- A. Allow no more than 40 feet (12 meters) between downspouts. Lap joints in downspouts 1-1/2 inches (38 mm) minimum in direction of water flow.
- B. Furnish and install outlet tubes and gutter ends where required. Furnish and install expansion joints in runs exceeding 50 feet (15 meters) and in runs that are restrained at both ends. Lap other joints in gutter one inch (25 mm) minimum, apply sealant in lap, and stainless steel rivet one inch (25 mm) on center maximum.

# 3.3 FIELD QUALITY CONTROL

- A. Field Tests:
  - 1. At completion of this work, block downspouts and flood gutters.
  - 2. Notify Architect two (2) working days before testing.
  - 3. Repair leaks and adjust for proper drainage.

# 3.4 CLEANING

A. Leave metals clean and free of defects, stains, and damaged finish.

END OF SECTION

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# SECTION 07 7226

### RIDGE VENTS

### PART 1 - GENERAL

### 1.1 SUMMARY

- A. Includes But Not Limited To:
  - 1. Furnish ridge vent system and installed under other Sections as described in Contract Documents.
- B. Related Requirements:
  - 1. Section 07 3113: 'Asphalt Shingles' for ridge vent installed over Asphalt Shingle roofing.
  - 2. Section 07 9213: 'Elastomeric Joint Sealants'.

### 1.2 REFERENCES

- A. Definitions:
  - 1. Net Free Area (NFA): Total unobstructed area (adjusted for insect screen, louvers and weather coverings) through which air can pass through a vent; generally measured in square inches. All non-powered vents have a Net Free Area rating.
- B. Reference Standards:
  - 1. ASTM International:
    - a. ASTM A653/A653M-17, 'Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process'.
    - b. ASTM A792/A792M-10(2015), 'Standard Specification for Steel Sheet, 55 % Aluminum-Zinc Alloy-Coated by the Hot-Dip Process'.
    - c. ASTM C920-18, 'Standard Specification for Elastomeric Joint Sealants'.
  - 2. International Building Code (IBC) (2018 or latest adopted edition):
    - a. Chapter 12, 'Interior Environment':
      - 1) Section 1203, 'Ventilation':
        - a) 1203.2, 'Attic Spaces'.

#### 1.3 ADMINISTRATIVE REQUIREMENTS

- A. Pre-Installation Conference:
  - 1. Participate in pre-installation conference held jointly with Section 07 3113.
  - 2. In addition to agenda items specified in Section 01 3100, review following:
    - a. Review if Project is in high wind area.
    - b. Review Ridge Vent Manufacturers ventilation cutout requirements on roof deck and location of ventilation cutouts shown on Contract Documents.

#### B. Sequencing:

- 1. Coordinate installation with roof membrane.
- 2. Installation of ridge vent system.

#### 1.4 SUBMITTALS

- A. Informational Submittals:
  - 1. Manufacturer Instructions:
    - a. Design details.

- b. Published ridge vent installation instructions for R&I projects.
- c. Storage and handling requirements.
- B. Informational Submittals:
  - 1. Certificates:
    - a. Manufacturer's Certificates of compliance showing products meet or exceed specified requirements.
  - 2. Tests And Evaluation Reports:
    - a. Manufacturer's test reports.
    - b. Wind speed coverage for warranted wind speed.
  - 3. Special Procedure Submittals:
    - a. Contact Owner's Representative (FM Group or Project Manager) for following information:
      - Installer to include following mandatory information for Warranty Information to be given to Ridge Vent Manufacturer to be added to Manufacturer Warranty included with Closing Submittals:
        - a) Name of Owner (name of FM Group) \_\_\_\_\_
        - b) Mailing Address (FM office address)
        - c) Property ID \_\_\_\_\_
        - d) Site address:
        - e) Installation of Ridge Vent (or Roof Completion) Date
        - f) Any addition data required from Ridge Vent Manufacturer.
- C. Closeout Submittals:
  - 1. Include following in Operations And Maintenance Manual specified in Section 01 7800:
    - a. Warranty Documentation:
      - 1) Final, executed copy of Warranty including Installer project information.

### 1.5 QUALITY ASSURANCE

- A. Regulatory Agency Sustainability Approvals:
  - 1. Ridge Vent System:
  - 2. Wind Speed:
    - a. As required to meet local codes having jurisdiction.
- B. Qualifications:
  - 1. Manufacturer:
    - a. Company specializing in manufacturing products specified with this section with at least five (5) years experience and no known failures of specified product manufactured.

#### 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Delivery And Acceptance Requirements:
  - 1. Deliver products job site in original unopened containers or wrappings.
  - 2. Deliver materials in sufficient quantities to allow continuity of work.
- B. Storage And Handling Requirements:
  - 1. Storage Requirements:
    - a. Follow Manufacturer's instructions and precautions for storage of materials.
    - b. Protect materials from physical damage in a clean, dry, well vented, and protected location.
  - 2. Handling Requirements:
    - a. Handle material so as to prevent damage.

# 1.7 WARRANTY

- A. Manufacturer Warranty:
  - 1. General:

- a. Ridge vent system will provide calculated net free area (NFA) stated design.
- b. Warranty starts at completion of installation.
- c. Warranty covers replacement cost excluding labor and any costs involved with repairing or replacing other roofing or building materials.
- 2. Manufacturer's thirty (30) year warranty covering:
  - a. Kynar 500 paint and finish warranty covering color fade, chalk, and film integrity for ridge vent system.
- 3. Manufacturer's twenty (20) year warranty covering:
  - a. Ridge vent system to be free from defects that will affect its performance.
  - b. Ridge vent system will withstand winds up to 120 mph (193 kph) average wind speed.
  - c. Ridge vent system will withstand snow load.

# PART 2 - PRODUCTS

1.

# 2.1 SYSTEM

- A. Manufacturers:
  - Category Three Manufacturers And Products. See Section 01 6200 for definitions of Categories:
    - a. Metal-Era Airflow Solutions, Waukesha, WI www.metalera.com.
      - 1) Contact Information: Alissa Kuether-Bonlender (800) 558-2162 thechurch@metalera.com.
    - b. Western Metal Products, LC, Woods Cross, UT www.westernmetalproducts.com.
      - 1) Contact Information: James Rohletter, phone (888) 298-3454, email rvbid@westernmetalproducts.com.
- B. Materials:
  - 1. Description / Design Criteria:
    - a. Ridge Vent:
      - 1) Basis of Design:
        - a) Basis of Design Approved Product:
          - (1) LDS HI-PERF High Velocity Ridge Vent by Metal-Era.
        - b) Basis of Design Approved Equivalent Product:
        - (1) Ridge Vent by Western Metal.
      - 2) Design Criteria:
        - a) Not approved on roof mean heights greater than 33 feet (10 m).
        - b) Weather-proof and bug-proof ventilation system.
        - c) Withstand winds up to 120 mph (193 kph) average wind speed.
        - d) Provide net free area (NFA) requirements as determined by vented roof deck system and eave condition as indicated on Contract Drawings.
      - 3) Slope to Slope Version:
        - a) Category Four Approved Products. See Section 01 6200 for definitions of Categories:
          - (1) Model HPSS by Metal-Era.
          - (2) Model: ASRP2 by Western Metal.
      - 4) Net free area (NFA): 20 sq. in.
  - 2. Components:
    - a. Category Four Approved Product:
      - 1) Basis of design for System Components for this Project is Metal-Era Ridge Vent.
      - 2) Basis of design approved equivalent system components for this Project is Western Metal.
    - b. Ridge vent system comprising of following:
      - 1) Cover plate 8 inch (200 mm) wide at each joint over ridge vent cover.
      - 2) Continuous deflector with baffle.
      - 3) Continuous Z bracket with intermittent spacer at 12 inch (305 mm) on center to supporting ridge cover.
      - 4) End cap / cover plate.
      - 5) Expanded metal support screen.
      - 6) Fasteners.

- 7) Intermittent spacers at 12 inch (305 mm) on center directly under ridge vent cover.
- 8) Ridge vent cover in 12 feet (3.657 m) length.
- c. Metal:
  - 24 ga (0.0276 in) (0.7010 mm) minimum hot-dipped galvanized to meet requirements of ASTM A653/A653M, 1.25 oz per sq ft (381.5 g per sq m) or galvalume meeting requirements of ASTM A792/A792M AZ50.
  - 2) Aluminum: 0.040 inch, 0.050, 0.063 inch.
- d. Expanded metal support screen:
  - 1) 0.050 inch (1.27 mm) 3003-H14 formed aluminum with minimum of 48 percent open area.
- e. Z brackets: 20 gauge (0.0396 in) (1.0058 mm) G90 galvanized steel.
- f. Deflector: 24 ga (0.0276 in) (0.7010 mm) minimum.
- C. Finishes:
  - 1. Ridge vent and accessories:
    - a. Polyvinylidene Fluoride (PV<sub>2</sub>) Resin-base finish (Kynar 500) for coil coating components containing seventy (70) percent minimum PVF<sub>2</sub> in resin portion of formula. Thermo-cured two coat system consisting of corrosion inhibiting epoxy primer and top coat factory applied over properly pre-treated metal.
    - b. Approved Color: Medium Bronze.

# 2.2 ACCESSORIES

- A. Ridge Vent System:
  - 1. End Caps, Cover Plates, and other accessories necessary for proper installation.
- B. Fasteners:
  - 1. Ridge vent fastened to structure:
    - a. Category Four Approved Fasteners:
      - 1) Basis of design: Metal-Era Ridge Vent.
      - 2) Basis of design approved equivalent: Western Metal.
    - Fasteners shall be approved by Ridge Vent Manufacturer and provide minimum pull out resistance of 240 lbf (109 kg) into substrate when tested in accordance with TAS 105 test protocol:
      - 1) Screws:
        - a) #9 1-1/2 inches (38 mm) stainless steel screws.
        - b) Provided by Manufacturer.
      - 2) Existing Building:
        - a) #9 1-1/2 inches (38 mm) stainless steel screws.
        - b) Provided by Manufacturer.
          - or
        - c) Fasteners provided by Installer consistent with manufacturer's instructions for each product that is suitable for substrate to which it is being installed.
    - c. No nailing permitted.
- C. Sealant:
  - 1. Description:
    - a. Weathersealing expansion, contraction, perimeter, and other movement joint sealant.
  - 2. Design Criteria:
    - a. As specified in Section 07 9213 'Elastomeric Joint Sealants'.
    - b. Meet following standards for Sealant:
      - 1) ASTM C920: Type S Grade NS, Class 25 (min) Use O.
      - 2) 100 percent silicone.
  - 3. Category Four Approved Products. See Section 01 6200 for definitions of Categories:
    - a. Dow Corning: 790 Silicone Building Sealant.
    - b. Momentive Performance Materials (formerly, GE Sealants & Adhesives): GE SCS2350 Silicone Elastomeric Sealant.
    - c. Tremco: Tremsil 600 Silicone Sealant.

# PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Verification Of Conditions:
  - Verify Ridge Vent Manufacturers ventilation cutout requirements on roof deck and location of ventilation cutouts shown on Contract Documents to verify correct location for all cutouts.
     a. Make adjustments to ventilation cutouts if necessary before installation of ridge vent.
  - 2. Examine deck to determine if it is satisfactory for installation of ridge vent system.
    - a. Conditions include, but are not limited to, moisture on deck and protruding deck fasteners.
      b. Verify substrate is dry, clean and free of foreign matter.
  - 3. Do not begin installation until substrates have been properly prepared.

# 3.2 PREPARATION

- A. Surface Preparation:
  - 1. Clean roof sheathing, including removal of dirt, shingle nails, and debris, before installation of ridge vent system.

### 3.3 INSTALLATION

- A. General:
  - 1. Schedule and execute work without exposing interior building areas to effects of inclement weather. Protect existing building and its contents against all risks.
- B. Ridge Vent:
  - 1. Install in accordance with IBC Section 1503.2 'Flashing'.
  - 2. Install in accordance and as shown with Manufacturer's installation instructions for assembly of components and attachment to roof deck:
  - 3. Use provided fasteners consistent with manufacturer's instructions, suitable for substrate to which it is being installed.
  - Attach to roof/wall structure with stainless steel screws provided by Manufacturer at spacing required by Manufacturer. All nail heads and vent section joints shall be sealed with silicone sealant.
  - 5. Remove protective film before applying sealant.
  - 6. Apply sealants as per Manufacturer's installation instructions.

# 3.4 PROTECTION

- A. Protect installed products until completion of project.
- B. Touch-up, repair or replace damaged products before Substantial Completion.

# 3.5 CLEANING

- A. General:
  - 1. Properly clean finished roof surface after completion.
- B. Waste Management:
  - 1. Disposal:
    - a. General:
      - Remove debris resulting from work of this Section from roof and site. Dispose of or recycle all trash and excess material in manner conforming to current EPA regulations and local laws.

# END OF SECTION

### SECTION 07 9213

### ELASTOMERIC JOINT SEALANTS

### PART 1 - GENERAL

### 1.1 SUMMARY

A. Includes But Not Limited To:

- 1. Furnish and install sealants not specified to be furnished and installed under other Sections.
- 2. Quality of sealants to be used on Project not specified elsewhere, including submittal, material, and installation requirements.

#### B. Related Requirements:

- 1. Removing existing sealants specified in Sections where work required.
- 2. Furnishing and installing of sealants is specified in Sections specifying work to receive new sealants.

### 1.2 REFERENCES

- A. Definitions:
  - 1. Sealant Types and Classifications:
    - a. ASTM Specifications:
      - 1) Type:
        - a) Type S: Single-component sealant.
        - b) Type M: Multi-component sealant.
      - 2) Grade:
        - a) Grade P: Pourable or self-leveling sealant used for horizontal traffic joints.
        - b) Grade NS: Non-sag or gunnable sealant used for vertical and non-traffic joints.
      - 3) Classes: Represent movement capability in percent of joint width.
        - a) Class 100/50: Sealant that, when tested for adhesion or cohesion under cyclic movement shall withstand of at least 100 percent increase and decrease of at least 50 percent of joint width as measured at time of application.
        - b) Class 50: Sealant that, when tested for adhesion or cohesion under cyclic movement shall withstand increase and decrease of at least 50 percent of joint width as measured at time of application.
        - c) Class 25: Sealant that, when tested for adhesion or cohesion under cyclic movement shall withstand increase and decrease of at least 25 percent of joint width as measured at time of application.
        - d) Class 12: Sealant that, when tested for adhesion and cohesion under cyclic movement shall withstand increase and decrease of at least 12 percent of joint width as measured at time of application.
      - 4) Use:
        - a) T (Traffic): Sealant designed for use in joints in pedestrian and vehicular traffic areas such as walkways, plazas, decks and parking garages.
        - b) NT (Non-Traffic): Sealant designed for use in joints in non-traffic areas.
        - c) I (Immersion): Sealant that meets bond requirements when tested by immersion (Immersion rated sealant applications require primer).
        - d) M (Mortar): Sealant that meets bond requirements when tested on mortar specimens.
        - e) G (Glass): Sealant that meets bond requirements when tested on glass specimens.
        - f) A (Aluminum): Sealant that meets bond requirements when tested on aluminum specimens.

- g) O (Other): Sealant that meets bond requirements when tested on substrates other than standard substrates, being glass, aluminum, mortar.
- Silicone: Any member of family of polymeric products whose molecular backbone is made up of alternating silicon and oxygen atoms and which has pendant hydrocarbon groups attached to silicon atoms. Used primarily as a sealant. Offers excellent resistance to water and large variations in temperature (minus 100 deg F to + 600 deg F) (minus 73.3 deg C to + 316 deg C).
- B. Reference Standards:
  - 1. ASTM International:
    - a. ASTM C920-14a, 'Standard Specification for Elastomeric Joint Sealants'.
    - b. ASTM C1193-16, 'Standard Guide for Use of Joint Sealants'.
    - c. ASTM C1330-02(2013), 'Standard Specification for Cylindrical Sealant Backing for Use with Cold Liquid Applied Sealants'.
    - d. ASTM C1481-12(2017) 'Standard Guide for Use of Joint Sealants with Exterior Insulation & Finish Systems (EIFS)'.
    - e. ASTM D5893/D5893M-16, 'Standard Specification for Cold Applied, Single Component, Chemically Curing Silicone Joint Sealant for Portland Cement Concrete Pavements'.

# 1.3 ADMINISTRATIVE REQUIREMENTS

A. Scheduling:

- 1. Schedule work so waterproofing, water repellents and preservative finishes are installed after sealants, unless sealant manufacturer approves otherwise in writing.
- 2. Ensure sealants are cured before covering with other materials.

### 1.4 SUBMITTALS

A. Action Submittals:

- 1. Product Data:
  - a. Manufacturer's specifications and other data needed to prove compliance with the specified requirements.
  - b. Manufacturer's literature for each Product.
  - c. Schedule showing joints requiring sealants. Show also backing and primer to be used.

#### B. Informational Submittals:

- 1. Certificates:
  - a. Manufacturer's Certificate:
    - 1) Certify products are suitable for intended use and products meet or exceed specified requirements.
    - 2) Certificate from Manufacturer indicating date of manufacture.
- 2. Manufacturers' Instructions:
  - a. Manufacturer's installation recommendations for each Product.
  - b. Manufacturer's installation for completing sealant intersections when different materials are joined.
  - c. Manufacturer's installation for removing existing sealants and preparing joints for new sealant.

# 1.5 QUALITY ASSURANCE

- A. Qualifications:
  - 1. Manufacturer: Company specializing in manufacturing products specified in this section with minimum ten (10) years documented experience.
  - 2. Applicator Qualifications:
    - a. Company specializing in performing work of this section.

- b. Provide if requested, reference of projects with minimum three (3) years documented experience, minimum three (3) successfully completed projects of similar scope and complexity, and approved by manufacturer.
- c. Designate one (1) individual as project foreman who shall be on site at all times during installation.
- B. Preconstruction Testing:
  - 1. Pre-construction testing is not required when sealant manufacturer can furnish data acceptable to Architect based on previous testing for materials matching those of the Work.

### 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Delivery and Acceptance Requirements:
  - 1. Deliver and keep in original containers until ready for use.
  - 2. Inspect for damage or deteriorated materials.
- B. Storage and Handling Requirements:
  - 1. Handle, store, and apply materials in compliance with applicable regulations and material safety data sheets (MSDS).
  - 2. Handle to prevent inclusion of foreign matter, damage by water, or breakage.
  - 3. Store in a cool dry location, but never under 40 deg F (4 deg C) or subjected to sustained temperatures exceeding 90 deg F (32 deg C) or as per Manufacturer's written recommendations.
  - 4. Do not use sealants that have exceeded shelf life of product.

### 1.7 FIELD CONDITIONS

A. Ambient Conditions:

- 1. Do not install sealant during inclement weather or when such conditions are expected. Allow wet surfaces to dry.
- 2. Follow Manufacturer's temperature recommendations for installing sealants.

### 1.8 WARRANTY

- A. Manufacturer Warranty:
  - 1. Signed warranties against adhesive and cohesive failure of sealant and against infiltration of water and air through sealed joint for period of three (3) years from date of Substantial Completion.
    - a. Manufacturer's standard warranty covering sealant materials.
    - b. Applicator's standard warranty covering workmanship.

#### PART 2 - PRODUCTS

#### 2.1 SYSTEMS

- A. Manufacturers:
  - 1. Manufacturer Contact List:
    - a. Dow Corning Corp., Midland, MI www.dowcorning.com.
    - b. Franklin International, Inc. Columbus, OH www.titebond.com.
    - c. GE Sealants & Adhesives (see Momentive Performance Materials Inc.).
    - d. Laticrete International Inc., Bethany, CT www.laticrete.com.
    - e. Momentive Performance Materials Inc. (formally GE Sealants & Adhesives), Huntersville, NC www.ge.com/silicones.
    - f. Sherwin-Williams, Cleveland, OH www.sherwin-williams.com.

- g. Sika Corporation, Lyndhurst, NJ www.sikaconstruction.com or Sika Canada Inc, Pointe Claire, QC www.sika.ca.
- h. Tremco, Beachwood, OH www.tremcosealants.com or Tremco Ltd, Toronto, ON (800) 363-3213.

### B. Materials:

- 1. Design Criteria:
  - a. Compliance: Meet or exceed requirements of these standards:
    - 1) ASTM C920: Elastomeric joint sealant performance standard.
    - 2) ASTM D5893/D5893M: Silicone Joint Sealant for Concrete Pavements.
  - b. Comply with Manufacturer's ambient condition requirements.
  - c. Sealants must meet Manufacturer's shelf-life requirements.
  - d. Sealants must adhere to and be compatible with specified substrates.
  - e. Sealants shall be stable when exposed to UV, joint movements, and environment prevailing at project location.
  - f. Primers (Concrete, stone, masonry, and other nonporous surfaces typically do not require a primer. Aluminum and other nonporous surfaces except glass require use of a primer. Installer Option to use Adhesion Test to determine if primer is required or use primer called out in related sections):
    - 1) Adhesion Test:
      - a) Apply silicone sealant to small area and perform adhesion test to determine if primer is required to achieve adequate adhesion. If necessary, apply primer at rate and in accordance with Manufacturer's instructions. See 'Field Quality Control' in Part 3 of this specification for Adhesive Test.
    - 2) If Primer required, shall not stain and shall be compatible with substrates.
    - 3) Allow primer to dry before applying sealant.
- 2. Sealants At Exterior Building Elements:
  - a. Description:
    - 1) Weathersealing expansion, contraction, perimeter, and other movement joints which may include all or part of the following for project:
      - a) Louvers.
      - b) Parapet caps.
      - c) Wall penetrations.
      - d) Other joints necessary to seal off building from outside air and moisture.
  - b. Design Criteria:
    - 1) Meet following standards for Sealant:
      - a) ASTM C920: Type S, Grade NS, Class 50 Use NT, M, G, A.
    - 2) Limitations:
      - a) Do not use below-grade applications.
      - b) Do not use on surfaces that are continuously immersed or in contact with water.
      - c) Do not use on wet, damp, frozen or contaminated surfaces.
      - d) Do not use on building materials that bleed oils, plasticizers or solvents, green or partially vulcanized rubber gaskets or tapes.
    - 3) Color:
      - a) Architect to select from Manufacturer's standard colors.
      - b) Match building elements instead of window (do not use white that shows dirt easily).
  - c. Category Four Approved Products. See Section 01 6200 for definitions of Categories:
    - 1) Dow Corning:
      - a) Primer: 1200 Prime Coat.
      - b) Sealant: 791 Silicone Weatherproofing Sealant.
    - 2) Momentive Performance Materials (formerly, GE Sealants & Adhesives):
      - a) Primer: SS4044 Primer.
      - b) Sealant: GE SCS2000 SilPruf Silicone Sealant & Adhesive.
    - 3) Tremco:
      - a) Primer:
        - (1) Metal surface: No. 20 primer.
        - (2) Porous surfaces: No. 23 primer.
      - b) Sealant: Spectrum 1 Silicone Sealant.
- 3. Sealants At Exterior Sheet Metal And Miscellaneous:

- a. Description:
  - 1) Weathersealing expansion, contraction, perimeter, and other movement joints which may include all or part of the following for project:
    - a) Flashings.
    - b) Gutters.
    - c) Penetrations in soffits and fascias.
    - d) Roof vents and flues.
    - e) Lightning protection components.
- b. Design Criteria:
  - 1) Meet following standards for Sealant:
    - a) ASTM C920: Type S Grade NS, Class 25 (min) Use NT, M, G, A and O.
  - 2) Limitations:
    - a) Do not use below-grade applications.
    - b) Do not use on surfaces that are continuously immersed or in contact with water.
    - c) Do not use on wet, damp, frozen or contaminated surfaces.
    - d) Do not use on building materials that bleed oils, plasticizers or solvents, green or partially vulcanized rubber gaskets or tapes.
- c. Category Four Approved Products. See Section 01 6200 for definitions of Categories:
  - 1) Dow Corning: 790 Silicone Building Sealant.
  - 2) Momentive Performance Materials (formerly, GE Sealants & Adhesives): GE SCS2350 Silicone Elastomeric Sealant.
  - 3) Tremco: Tremsil 600 Silicone Sealant.

# 2.2 ACCESSORIES

- A. Bond Breaker Tape:
  - 1. Pressure sensitive tape as by Sealant Manufacturer to suit application.
  - 2. Provide tape to prevent adhesion to joint fillers or joint surfaces at back of joint and allow sealant movement.
- B. Joint Backing:
  - 1. Comply with ASTM C1330.
  - 2. Flexible closed cell, non-gassing polyurethane or polyolefin rod or bond breaker tape as recommended by Sealant Manufacturer for joints being sealed.
  - 3. Oversized 25 to 50 percent larger than joint width.
- C. Joint Cleaner:
  - 1. Non-corrosive and non-staining type as recommended by Sealant Manufacturer, compatible with joint forming materials.
- D. Masking Tape:
  - 1. Non-staining, non-absorbent tape product compatible with joint sealants and adjacent joint surfaces.

# PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Verification Of Conditions:
  - 1. Examine substrate surfaces and joint openings are ready to receive Work.
    - a. Verify each sealant is compatible for use with joint substrates.
    - b. Verify joint surfaces are clean and dry.
    - c. Ensure concrete surfaces are fully cured.
  - 2. Sealants provided shall meet Manufacturer's shelf-life requirements.
  - 3. Notify Architect of unsuitable conditions in writing.
    - a. Do not proceed until unsatisfactory conditions are corrected.

4. Commencement of Work by installer is considered acceptance of substrate.

### 3.2 PREPARATION

- A. Surface Preparation:
  - 1. Remove existing joint sealant materials where specified.
    - a. Clean joint surfaces of residual sealant and other contaminates capable of affecting sealant bond to joint surface using manufacturer's recommended joint preparation methods.
    - b. Repair deteriorated or damaged substrates as recommended by Sealant Manufacturer to provide suitable substrate. Allow patching materials to cure.
  - 2. Surfaces shall be clean, dry, free of dust, oil, grease, dew, frost or incompatible sealers, paints or coatings that may interfere with adhesion. Prepare substrates in accordance with Manufacturer's instructions:
    - a. Porous surfaces: Clean by mechanical methods to expose sound surface free of contamination and laitance followed by blasting with oil-free compressed air.
    - b. Nonporous surfaces: Use two-cloth solvent wipe in accordance with ASTM C1193. Allow solvent to evaporate prior to sealant application.
    - c. High-pressure water cleaning: Exercise care that water does not enter through failed joints.
    - d. Primers:
      - 1) Primers enhance adhesion ability.
      - 2) Use of primers is not a substitution for poor joint preparation.
      - 3) Primers should be used always in horizontal application where there is ponding water.
  - 3. Field test joints in inconspicuous location.
    - a. Verify joint preparation and primer required to obtain optimum adhesion of sealants to joint substrate.
    - b. When test indicates sealant adhesion failure, modify joint preparation primer, or both and retest until joint passes sealant adhesion test.
  - 4. Masking: Apply masking tape as required to protect adjacent surfaces and to ensure straight bead line and facilitate cleaning.

#### B. Joints:

- 1. Prepare joints in accordance with ASTM C1193.
  - a. Clean joint surfaces of contaminates capable of affecting sealant bond to joint surface using Manufacturer's recommended instructions for joint preparation methods.
  - b. Remove dirt, dust, oils, wax, paints, and contamination capable of affecting primer and sealant bond.
  - c. Clean concrete joint surfaces to remove curing agents and form release agents.

#### C. Protection:

1. Protect elements surrounding the Work of this section from damage or disfiguration.

# 3.3 APPLICATION

#### A. General:

- 1. Apply silicone sealant in accordance with Manufacturer's instructions.
- 2. Do not use damaged or deteriorated materials.
- 3. Install primer and sealants in accordance with ASTM C1193 and Manufacturer's instructions.
- 4. Apply primer where required for sealant adhesion.
- 5. Install sealants immediately after joint preparation.
- 6. Do not use silicone sealant as per the following:
  - a. Apply caulking/sealant at temperatures below 40 deg F (4 deg C).
    - b. Below-grade applications.
    - c. Brass and copper surfaces.
    - d. Materials bleeding oils, plasticizers, and solvents.
    - e. Structural glazing and adhesive.
    - f. Surfaces to be immersed in water for prolonged time.

- B. Joint Backing:
  - 1. Install joint backing to maintain sealant joint ratios recommended by Manufacturer.
  - 2. Install without gaps, twisting, stretching, or puncturing backing material. Use gage to ensure uniform depth to achieve correct profile, coverage, and performance.
  - Rod for open joints shall be at least 1-1/2 times width of open joint and of thickness to give solid backing. Backing shall fill up joint so depth of sealant bite is no more than 3/8 inch (9.5 mm) deep.
- C. Bond Breaker:
  - 1. Install bond breaker where joint backing is not used or where backing is not feasible.
    - a. Apply bond-breaker tape in shallow joints as recommended by Sealant Manufacturer.

### D. Sealant:

- 1. Apply sealant with hand-caulking gun with nozzle of proper size to fit joints. Use sufficient pressure to insure full contact to both sides of joint to full depth of joint. Apply sealants in vertical joints from bottom to top.
- 2. Fill joint opening to full and proper configuration.
- 3. Apply in continuous operation.
- 4. Tool joints immediately after application of sealant if required to achieve full bedding to substrate or to achieve smooth sealant surface. Tool joints in opposite direction from application direction, i.e., in vertical joints, from the top down. Do not 'wet tool' sealants.
- 5. Depth of sealant bite shall be 1/4 inch (6 mm) minimum and 1/2 inch (12.7 mm) maximum, but never more than one half or less than one fourth joint width.
- E. Caulk gaps between painted or coated substrates and unfinished or pre-finished substrates. Caulk gaps larger than 3/16 inch (5 mm) between painted or coated substrates.

# 3.4 TOLERANCES

A. Provide joint tolerances in accordance with Manufacturer's printed instructions.

# 3.5 FIELD QUALITY CONTROL

- A. Adhesion Test (Installer Option to use adhesion test to determine if primer is required).
  - 1. Perform adhesion tests in accordance with Manufacturer's instructions and ASTM C1193, Method A, Field-Applied Sealant joint Hand-Pull Tab:
    - a. Perform five (5) tests for first 1,000 linear feet (300 meters) of applied silicone sealant and one (1) test for each 1,000 linear feet (300 meters) seal thereafter or perform one (1) test per floor per building elevation minimum.
    - b. For sealants applied between dissimilar materials, test both sides of joints.
  - 2. Sealants failing adhesion test shall be removed, substrates cleaned, sealants re-installed, and retesting performed.
  - 3. Maintain test log and submit report to Architect indicating tests, locations, dates, results, and remedial actions.

# 3.6 CLEANING

- A. Remove masking tape and excess sealant.
- B. Clean adjacent materials, which have been soiled, immediately (before setting) as recommended by Manufacturer.
- C. Waste Management: Dispose of products in accordance with manufacturer's recommendation.

# END OF SECTION

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# DIVISION 09: FINISHES

#### 09 9000 PAINTS AND COATINGS

09 9001 COMMON PAINTING AND COATING REQUIREMENTS 09 9113 EXTERIOR PAINTED GALVANIZED METAL

END OF TABLE OF CONTENTS

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# SECTION 09 9001

# COMMON PAINTING AND COATING REQUIREMENTS

#### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Includes But Not Limited To:
  - 1. Common procedures and requirements for field-applied painting and coating.
- B. Related Requirements:
  - 1. Section 07 9213: 'Elastomeric Joint Sealants' for quality of Elastomeric Joint Sealants.
  - 2. Sections under 09 9000 heading 'Paints and Coatings'.
    - a. Pre-Installation conferences held jointly with Section 09 9001.

### 1.2 REFERENCES

- A. Definitions:
  - 1. Damage Caused By Others: Damage caused by individuals other than those under direct control of Painting Applicator (MPI(a), PDCA P1.92).
  - 2. Gloss Levels:
    - a. Specified paint gloss level shall be defined as sheen rating of applied paint, in accordance with following terms and values, unless specified otherwise for a specific paint system.

| Gloss Level '1' | Traditional matte finish - | 0 to 5 units at 60 degrees to 10 units maxi- |
|-----------------|----------------------------|--|
|                 | flat                       | mum at 85 degrees.                           |
| Gloss Level '2' | High side sheen flat -     | 10 units maximum at 60 degrees and 10 to     |
|                 | 'velvet-like' finish       | 35 units at 85 degrees.                      |
| Gloss Level '3' | Traditional 'eggshell-like | 10 to 25 units at 60 degrees and 10 to 35    |
|                 | finish                     | units at 85 degrees.                         |
| Gloss Level '4' | Catin like! finiah         | 20 to 35 units at 60 degrees and 35 units    |
|                 | 'Satin-like' finish        | minimum at 85 degrees.                       |
| Gloss Level '5' | Traditional semi-gloss     | 35 to 70 units at 60 degrees.                |
| Gloss Level 5   |                            | 55 to 70 drifts at 00 degrees.               |
| Gloss Level '6' | Traditional gloss          | 70 to 85 units at 60 degrees.                |
| CIO33 Level 0   |                            | To to 05 diffis at 00 degrees.               |
| Gloss Level "7' |                            | More then 85 units at 60 degrees             |
| GIOSS LEVEL /   | High gloss                 | More than 85 units at 60 degrees.            |

#### 3. Properly Painted Surface:

- a. Surface that is uniform in appearance, color, and sheen and free of foreign material, lumps, skins, runs, sags, holidays, misses, strike-through, and insufficient coverage. Surface free of drips, spatters, spills, and overspray caused by Paint Applicator. Compliance will be determined when viewed without magnification at a distance of 5 feet (1.50 m) minimum under normal lighting conditions and from normal viewing position (MPI(a), PDCA P1.92).
- 4. Latent Damage: Damage or conditions beyond control of Painting Applicator caused by conditions not apparent at time of initial painting or coating work.
- B. Reference Standards:
  - 1. The latest edition of the following reference standard shall govern all painting work:
    - a. MPI(a), 'Architectural Painting Specification Manual' by Master Painters Institute (MPI), as issued by local MPI Accredited Quality Assurance Association having jurisdiction.

b. MPI(r), 'Maintenance Repainting Manual' by Master Painters Institute (MPI), as issued by local MPI Accredited Quality Assurance Association having jurisdiction.

## 1.3 ADMINISTRATIVE REQUIREMENTS

- A. Pre-Installation Conferences:
  - 1. Schedule painting pre-installation conference after delivery of paint or coatings and before or at same time as application of field samples.
    - a. Coordinate pre-installation conferences of all related painting and coating Sections under 09 9000 heading 'Paints and Coatings'.
    - b. Schedule conference before preparation of control samples as specified in Sections under 09 9000 heading 'Paints and Coatings'.
    - c. Conference to be held at same time as Section 09 2900 to review gypsum board finish preparation.
  - 2. In addition to agenda items specified in Section 01 3100, review following:
    - a. Review Quality Assurance for Approval requirements.
    - b. Review Quality Assurance Field Sample requirements.
    - c. Review Submittal requirements for compliance for MPI Approved Products.
    - d. Review Design Criteria requirements.
    - e. Review Cleaning requirements.
    - f. Review painting schedule.
    - g. Review safety issues.
  - 3. Review additional agenda items from Sections under 09 9000 heading 'Paints and Coatings'.

### 1.4 SUBMITTALS

- A. Action Submittals:
  - 1. Product Data:
    - a. Include following information for each painting product, arranged in same order as in Project Manual.
      - 1) Manufacturer's cut sheet for each product indicating ingredients and percentages by weight and by volume, environmental restrictions for application, and film thicknesses and spread rates.
      - 2) Provide one (1) copy of 'MPI Approved Products List' showing compliance for each MPI product specified.
        - a) MPI Information is available from MPI Approved Products List using the following link: http://www.paintinfo.com/mpi/approved/index.shtml.
      - 3) Confirmation of colors selected and that each area to be painted or coated has color selected for it.
  - 2. Samples: Provide two 4 inch by 6 inch (100 mm by 150 mm) minimum draw-down cards for each paint or coating color selected for this Project.
- B. Informational Submittals:

1

- Manufacturer Instructions:
- a. Manufacturer's substrate preparation instructions and application instruction for each painting system used on Project.
- 2. Qualification Statement:
  - a. Applicator:
    - 1) Provide Qualification documentation if requested by Architect or Owner.
- C. Closeout Submittals:
  - 1. Include following in Operations And Maintenance Manual specified in Section 01 7800:
    - a. Record Documentation:
      - 1) Manufacturer's documentation:
        - a) Manufacturer's cut sheet for each component of each system.
        - b) Schedule showing rooms and surfaces where each system was used.

## 1.5 QUALITY ASSURANCE

- A. Regulatory Agency Sustainability Approval:
  - 1. Conform to work place safety regulations and requirements of those authorities having jurisdiction for storage, mixing, application and disposal of all paint and related hazardous materials.
  - 2. Paint and painting materials shall be free of lead and mercury, and have VOC levels acceptable to local jurisdiction.
  - 3. Master Painters Institute (MPI) Standards:
    - a. Products: Comply with MPI standards indicated and listed in 'MPI Approved Products List'.
    - b. Preparation and Workmanship: Comply with requirements in 'MPI Architectural Painting Specification Manual' for products and coatings indicated.
- B. Qualifications:
  - 1. Applicator: Requirements of Section 01 4301 applies, but not limited to following:
    - a. Minimum five (5) years' experience in painting installations.
    - b. Minimum five (5) satisfactorily completed projects of comparable quality, similar size, and complexity in past three (3) years before bidding.
    - c. Maintain qualified crew of painters throughout duration of the Work.
    - d. Upon request, submit documentation.

## 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Delivery And Acceptance Requirements:
  - 1. Deliver specified products in sealed, original containers with Manufacturer's original labels intact on each container.
  - 2. Deliver amount of materials necessary to meet Project requirements in single shipment.
- B. Storage And Handling Requirements:
  - 1. Store materials in single place.
  - 2. Keep storage area clean and rectify any damage to area at completion of work of this Section.
  - 3. Maintain storage area at 55 deg F (13 deg C) minimum.

# 1.7 FIELD CONDITIONS

- A. Ambient Conditions:
  - 1. Perform painting operations at temperature and humidity conditions recommended by Manufacturer for each operation and for each product for exterior work.
  - 2. Apply painting systems at lighting level of 540 Lux (50 foot candles) minimum on surfaces to be painted.
    - a. Inspection of painting work shall take place under same lighting conditions as application.
    - b. If painting and coating work is applied under temporary lighting, deficiencies discovered upon installation of permanent lighting will be considered latent damage as defined in MPI Manual, PDCA P1-92.

## PART 2 - PRODUCTS

# 2.1 SYSTEMS

- A. Performance:
  - 1. Design Criteria:
    - a. Provide materials for use within each coating system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
    - b. All materials, preparation and workmanship shall conform to requirements of 'Architectural Painting Specification Manual' by Master Painters Institute (MPI).

- c. All paint manufacturers and products used shall be as listed under Approved Product List section of MPI Painting Manual.
- d. Provide Premium Grade systems (2 top coats) as defined in MPI Architectural Painting Specification Manual, except as otherwise indicated.
- e. Where specified paint system does not have Premium Grade, provide Budget Grade.
- f. Provide products of same manufacturer for each coat in coating system.
- g. Color Levels:
  - 1) Color Level II:
    - a) Number and placement of exterior paint colors and gloss levels shall be as defined by Color Level II from MPI Manual, PDCA P3-93 as modified in following paragraph.
    - b) No more than one paint color or gloss level will be selected for same substrate within designated interior rooms or exterior areas.
  - 2) Color Level III:
    - a) Number and placement of exterior paint colors and gloss levels shall be Color Level III from MPI Manual, PDCA P3-93 as modified in following paragraph.
    - b) Several paint colors or gloss levels will be selected for same substrate within designated interior rooms or exterior areas.
- B. Materials:
  - 1. Materials used for any painting system shall be from single manufacturer unless approved otherwise in writing by painting system manufacturers and by Architect. Include manufacturer approvals in Product Data submittal.
  - 2. Linseed oil, shellac, turpentine, and other painting materials shall be pure, be compatible with other coating materials, bear identifying labels on containers, and be of highest quality of an approved manufacturer listed in MPI manuals. Tinting color shall be best grade of type recommended by Manufacturer of paint or stain used on Project.

# PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Verification Of Conditions:
  - 1. Directing applicator to begin painting and coating work will indicate that substrates to receive painting and coating materials have been previously inspected as part of work of other Sections and are complete and ready for application of painting and coating systems as specified in those Sections.
- B. Pre-Installation Testing:
  - 1. Before beginning work of this Section, examine, and test surfaces to be painted or coated for adhesion of painting and coating systems.
  - 2. Report in writing to Architect of conditions that will adversely affect adhesion of painting and coating work.
  - 3. Do not apply painting and coating systems until party responsible for adverse condition has corrected adverse condition.
- C. Evaluation And Assessment:
  - 1. Report defects in substrates that become apparent after application of primer or first finish coat to Architect in writing and do not proceed with further work on defective substrate until such defects are corrected by party responsible for defect.

## 3.2 PREPARATION

A. Protection Of In-Place Conditions:

- 1. Protect other finish work and adjacent materials during painting. Do not splatter, drip, or paint surfaces not intended to be painted. These items will not be spelled out in detail but pay special attention to the following:
  - a. Do not paint finish copper, bronze, chromium plate, nickel, stainless steel, anodized aluminum, or monel metal except as explicitly specified.
- B. Surface Preparation:
  - 1. Prepare surfaces in accordance with MPI requirements and requirements of Manufacturer for each painting system specified, unless instructed differently in Contract Documents. Bring conflicts to attention of Architect in writing.
  - 2. Fill minor holes and cracks in wood surfaces to receive paint or stain.
  - 3. Surfaces to be painted shall be clean and free of loose dirt. Clean and dust surfaces before painting or finishing.
  - 4. Do no exterior painting while surface is damp, unless recommended by Manufacturer, nor during rainy or frosty weather. Interior surfaces shall be dry before painting. Moisture content of materials to be painted shall be within tolerances acceptable to Paint Manufacturer.
  - 5. Sand woodwork smooth in direction of grain leaving no sanding marks. Clean surfaces before proceeding with stain or first coat application.

## 3.3 APPLICATION

A. Interface With Other Work:

- 1. Coordinate with other trades for materials and systems that require painting before installation.
- 2. Schedule painting and coating work to begin when work upon which painting and coating work is dependent has been completed. Schedule installation of pre-finished and non-painted items, which are to be installed on painted surfaces, after application of final finishes.
- B. Paint or finish complete all surfaces to be painted or coated as described in Contract Documents, including but not limited to following items.
  - 1. Paint mechanical that require field painting as indicated in Contract Documents. These include but are not limited to:
    - a. Mechanical flues and pipes penetrating roof.
- C. Apply sealant in gaps 3/16 inch (5 mm) and smaller between two substrates that are both to be painted or coated. Sealants in other gaps furnished and installed under Section 07 9213.
- D. In multiple coat paint work, tint each succeeding coat with slightly lighter color, but approximating shade of final coat, so it is possible to check application of specified number of coats. Tint final coat to required color.
- E. Spread materials smoothly and evenly. Apply coats to not less than wet and dry film thicknesses and at spreading rates for specified products as recommended by Manufacturer.
- F. Touch up suction spots after application of first finish coat.
- G. Paint shall be thoroughly dry and surfaces clean before applying succeeding coats.
- H. Make edges of paint adjoining other materials or colors clean, sharp, and without overlapping.
- I. Finished work shall be a 'Properly Painted Surface' as defined in this Section.

## 3.4 FIELD QUALITY CONTROL

- A. Non-Conforming Work:
  - 1. Correct deficiencies in workmanship as required to leave surfaces in conformance with 'Properly Painted Surface,' as defined in this Section.

2. Correction of 'Latent Damage' and 'Damage Caused By Others,' as defined in this Section, is not included in work of this Section.

## 3.5 CLEANING

- A. General:
  - 1. As work proceeds and upon completion of work of any painting Section, remove paint spots from floors, walls, glass, or other surfaces and leave work clean, orderly, and in acceptable condition.
- B. Waste Management:
  - 1. Remove rags and waste used in painting operations from building each night. Take every precaution to avoid danger of fire.
  - 2. Paint, stain and wood preservative finishes and related materials (thinners, solvents, caulking, empty paint cans, cleaning rags, etc.) shall be disposed of subject to regulations of applicable authorities having jurisdiction.
  - 3. Remove debris caused by work of paint Sections from premises and properly dispose.
  - 4. Retain cleaning water and filter out and properly dispose of sediments.

### SECTION 09 9113

#### EXTERIOR PAINTED GALVANIZED METAL

## PART 1 - GENERAL

### 1.1 SUMMARY

- A. Includes But Not Limited To:
  - 1. Preparing and painting new exterior exposed galvanized metal surfaces as Described in Contract Documents.
  - 2. Preparing and painting following existing exterior exposed galvanized metal surfaces as described in Contract Documents.
    - a. Roof Jacks.
    - b. Pipe Vents.
    - c. Flues.
    - d. Any other roof penetrations as needed.
- B. Related Requirements:
  - 1. Section 09 9001: 'Common Painting And Coating Requirements':
    - a. Pre-installation conference for Sections under 09 9000 heading 'Paints and Coatings'.

### 1.2 ADMINISTRATIVE REQUIREMENTS

- A. Pre-Installation Conferences:
  - 1. Participate in pre-installation conference as specified in Section 09 9001.

## PART 2 - PRODUCTS

#### 2.1 SYSTEM

- A. Manufacturers:
  - 1. Category Four Approved Products and Manufacturers. See Section 01 6200 for definitions of Categories.
    - a. Products listed in edition of MPI Approved Product List current at time of bidding and later are approved, providing they meet VOC requirements in force where Project is located.

#### B. Description:

- 1. All Other:
  - a. New Surfaces: Use MPI(a) EXT 5.3H Latex Finish system.
  - b. Previously Finished Surfaces: Use MPI(r) REX 5.3H Latex Finish system.

#### C. Performance:

- 1. Design Criteria:
  - a. New Surfaces: MPI Premium Grade finish requirements.
  - b. Deteriorated Existing Surfaces: MPI Premium Grade finish requirements.
  - c. Sound Existing Surfaces: MPI Custom Grade finish requirements.
  - d. Gloss / Sheen Level Required: Gloss Level 5.

#### D. Materials:

- 1. Polyurethane:
  - a. Vinyl Wash Primer Coat: MPI Product 80: 'Primer, Vinyl Wash'.
  - b. Finish Coats:

- 1) Epoxy MPI Product 101: 'Primer, Epoxy, Anti-Corrosive, for Metal'.
- 2) Polyurethane MPI Product 72: 'Polyurethane, Two-Component, Pigmented, Gloss (MPI Gloss Level 6-7)'.
- 2. Latex:
  - a. Waterborne Primer Coat: MPI Product 134: 'Primer, Galvanized, Water Based'.
  - b. Finish Coats: MPI Product 11: 'Latex, Exterior Semi-Gloss (MPI Gloss Level 5)'.

## PART 3 - EXECUTION

#### 3.1 APPLICATION

- A. General: See appropriate paragraphs of Section 09 9001.
- B. New Surfaces:
  - 1. Clean 'passivated' or 'stabilized' galvanized steel as specified in SSPC-SP1.
  - 2. After removal of 'passivated' or 'stabilized' coating or for surfaces without coating, clean surfaces to be painted with mineral spirits or product recommended by Paint Manufacturer. Change to clean rags or wiping cloths regularly to reduce possibility of re-contamination of surface.
  - 3. Apply prime coat.
  - 4. Apply finish coats.
- C. Existing Painted Surfaces:
  - 1. Remove deteriorated and chalked existing paint and rust deposits down to sound substrate by sanding, scraping, or wire brushing.
  - 2. Clean existing sound painted surfaces as well as scraped and sanded existing painted surfaces as recommended by Paint Manufacturer.
  - 3. Apply prime coat.
  - 4. Apply finish coats.
- D. Existing Unpainted Surfaces:
  - 1. Wirebrush or power wash as necessary to remove 'white rust'.
  - 2. Apply prime coat.
  - 3. Apply finish coats.

# DIVISION 26: ELECTRICAL

#### 26 0500 COMMON WORK RESULTS FOR ELECTRICAL

26 0501 COMMON ELECTRICAL REQUIREMENTS 26 0520 HEATING CABLES

END OF TABLE OF CONTENTS

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## SECTION 26 0501

#### COMMON ELECTRICAL REQUIREMENTS

## PART 1 - GENERAL

### 1.1 SUMMARY

A. Includes But Not Limited To:

- 1. General electrical system requirements and procedures.
- 2. Perform excavating and backfilling work required by work of this Division as described in Contract Documents.
- 3. Make electrical connections to equipment provided under other Sections.

### 1.2 REFERENCES

A. Reference Standards:

- National Fire Protection Association / American National Standards Institute:
   a. NFPA 70, National Electric Code (NEC).
- 2. National Electrical Manufacturing Association Standards (NEMA):
  - a. NEMA 250, 'Enclosure for Electrical Equipment (1000 Volts Maximum)'.

### 1.3 SUBMITTALS

A. Action Submittals:

- 1. Product Data:
  - a. Provide following information for each item of equipment:
    - 1) Catalog Sheets.
    - 2) Assembly details or dimension drawings.
    - 3) Installation instructions.
    - 4) Manufacturer's name and catalog number.
    - 5) Name of local supplier.
  - b. Furnish such information for following equipment:
    - 1) Section 26 0520: 'Heating Cables' for heating cable equipment.
  - c. Do not purchase equipment before approval of product data.
- 2. Shop Drawings:

#### B. Informational Submittals:

- 1. Test And Evaluation Reports:
  - a. Report of site tests, before Substantial Completion.
- 2. Qualification Statement:
  - a. Electrical Subcontractor:
    - 1) Provide Qualification documentation if requested by Architect or Owner.
  - b. Installer:
    - 1) Provide Qualification documentation if requested by Architect or Owner.
- C. Closeout Submittals:
  - 1. Include following in Operations And Maintenance Manual specified in Section 01 7800:
    - a. Operations and Maintenance Data:
      - 1) Provide operating and maintenance instructions for each item of equipment submitted under Product Data.
    - b. Record Documentation:
      - 1) Manufacturers documentation:
        - a) Manufacturer's literature.

- b) Include copy of approved shop drawings.
- c) Provide tritium exit sign tabulations for each exit sign installed on Project including following:
  - (1) Serial number.
  - (2) Expiration number.
  - (3) Installed building location (example chapel north rear exit, north corridor east end, main west foyer, etc.).

# 1.4 QUALITY ASSURANCE

- A. Regulatory Agency Sustainability Approvals:
  - 1. NEC and local ordinances and regulations shall govern unless more stringent requirements are specified.
  - 2. Material and equipment provided shall meet standards of NEMA or UL and bear their label wherever standards have been established and label service is available.
- B. Qualifications: Requirements of Section 01 4301 applies, but not limited to following:
  - 1. Electrical Subcontractor:
    - a. Company specializing in performing work of this section.
      - 1) Minimum five (5) years experience in electrical installations.
      - 2) Minimum five (5) satisfactorily completed installations in past three (3) years of projects similar in size, scope, and complexity required for this project before bidding.
    - b. Upon request, submit documentation.
  - 2. Installer:
    - a. Licensed for area of Project.
    - b. Designate one (1) individual as project foremen who shall be on site at all times during installation and experienced with installation procedures required for this project.
    - c. Upon request, submit documentation.

## PART 2 - PRODUCTS

#### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Verification Of Conditions:
  - 1. Confirm dimensions, ratings, and specifications of equipment to be installed and coordinate these with site dimensions and with other Sections.
- B. Evaluation And Assessment:
  - 1. All relocations, reconnections, and removals are not necessarily indicated on Drawings. Include such work without additional cost to Owner.

## 3.2 PREPARATION

- A. Disconnect equipment that is to be removed or relocated. Carefully remove, disassemble, or dismantle as required, and store in approved location on site, existing items to be reused in completed work.
- B. Where affected by demolition or new construction, relocate, extend, or repair raceways, conductors, outlets, and apparatus to allow continued use of electrical system. Use methods and materials as specified for new construction.

- C. Perform drilling, cutting, block-offs, and demolition work required for removal of necessary portions of electrical system. Do not cut joists, beams, girders, trusses, or columns without prior written permission from Architect.
- D. Remove concealed wiring abandoned due to demolition or new construction. Remove circuits, conduits, and conductors that are not to be re-used back to next active fixture, device, or junction box.
- E. Patch, repair, and finish surfaces affected by electrical demolition work, unless work is specifically specified to be performed under other Sections of the specifications.

## 3.3 INSTALLATION

### A. General:

- 1. Locations of electrical equipment shown on Drawings are approximate only. Field verify actual locations for proper installation.
- 2. Coordinate electrical equipment locations and conduit runs with those providing equipment to be served before installation or rough in.
  - a. Notify Architect of conflicts before beginning work.
  - b. Coordinate locations of power and lighting outlets in mechanical rooms and other areas with mechanical equipment, piping, ductwork, cabinets, etc, so they will be readily accessible and functional.
- 3. Work related to other trades which is required under this Division, such as cutting and patching, trenching, and backfilling, shall be performed according to standards specified in applicable Sections.

# 3.4 FIELD QUALITY CONTROL

A. Field Tests:

- 1. Test systems and demonstrate equipment as working and operating properly. Notify Architect before test. Rectify defects at no additional cost to Owner.
- 2. Measure current for each phase of each motor under actual final load operation, i.e. after air balance is completed for fan units, etc. Record this information along with full-load nameplate current rating and size of thermal overload unit installed for each motor.

## 3.5 CLEANING

A. Remove obsolete raceways, conductors, apparatus, and lighting fixtures promptly from site and dispose of legally.

# 3.6 CLOSEOUT ACTIVITIES

- A. Training:
  - 1. Provide competent instructor for three (3) days to train Owner's maintenance personnel in operation and maintenance of electrical equipment and systems. Factory representatives shall assist this instruction as necessary. Schedule instruction period at time of final inspection.

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## SECTION 26 0520

#### HEATING CABLES

#### PART 1 - GENERAL

### 1.1 SUMMARY

- A. Includes But Not Limited To:
  - 1. Furnish and install electric heating cable system for rain gutters and roof eaves as described in Contract Documents.
- B. Related Requirements:
  - 1. Section 26 0501: 'Common Electrical Requirements'.

### 1.2 SUBMITTALS

- A. Action Submittals:
  - 1. Shop Drawings:
    - a. Rain Gutter and Roof Eaves:
      - 1) Show layout spacing and cable sizing required by Cable Manufacturer for site conditions. Provide watts per lineal feet at required AC voltage for cable to be used.
- B. Informational Submittals:
  - 1. Qualification Statements:
    - a. Installer:
      - 1) Show Factory Certification if required.
- C. Closeout Submittals:
  - 1. Include following in Operations And Maintenance Manual specified in Section 01 7800:
    - a. Warranty Documentation:
      - 1) Include copy of final, executed warranty.

## 1.3 QUALITY ASSURANCE

- A. Qualifications: Requirements of Section 01 4301 applies but not limited to following:
  - 1. Installers:
    - a. Installer shall be performed by Factory Certified Installer.
    - b. Provide documentation if requested by Architect.

## 1.4 WARRANTY

- A. Manufacturer Warranty:
  - 1. Rain Gutter System:
    - a. Manufacturer's ten (10) year warranty covering workmanship and defective materials.

## PART 2 - PRODUCTS

#### 2.1 SYSTEMS

A. Manufacturers:

- 1. Manufacturer Contact List:
  - a. Bylin Engineered Systems, El Dorado Hills, CA www.bylinusa.com.
  - b. Easy Heat, East Granby, CT www.easyheat.com or EasyHeat Ltd, Waterloo, ON (800) 794-3766 or (519) 885-2850.
  - c. Heat Trace Products, LLC. Leominster, MA www.rscc-heattrace.com.
  - d. Nelson Heat Tracing Systems, East Granby, CT www.nelsonheaters.com.
  - e. Pass & Seymour, Syracuse, NY or Pass & Seymour Canada Inc, Concord, ON www.passandseymour.com.
  - f. ProLine, Draper, UT www.prolineradiant.com.
  - g. Raychem Corporation, Menlo Park, CA www.tycothermal.com or Raychem Canada Ltd, Toronto, ON (800)988-5171 or (416) 234-0886. Raychem sold thru Pentair, Houston, TX www.pentairthermal.com.
  - h. Square D Co, Palatine, IL www.us.squared.com or Square D Co / Schneider Electric, Toronto, ON (800) 565-6699 or (416) 752-8020.
  - i. Technitrace Inc, Murray, UT www.technatrace.com.
  - j. Thermon Manufacturing Co, San Marcos, TX www.thermon.com.
  - k. WarmZone Inc, Salt Lake City, UT www.warmzone.com.
- B. Materials:
  - 1. Rain Gutter And Roof Eave Heaters:
    - a. Cable:
      - Class One Quality Standard. See Section 01 6200 for quality standard definition:
         a) Raychem GM-1X.
    - b. Temperature And Moisture Sensors:
      - 1) Design Standard:
        - a) Gutter Sensor: GIT-1 by Raychem.
        - b) Roof Sensor: CIT-1 by Raychem.
    - c. Contactor (if required):
      - 1) Category Four Approved Products. See Section 01 6200 for definitions of Categories:
        - a) Easy Heat: PC series.
        - b) Square 'D': Class 8502.
    - d. Pilot Light:
      - 1) Include plate with engraved text, 'ROOF HEATING CABLE'.
      - 2) Class Two Quality Standard. See Section 01 6200 for quality standard definition:a) Pass & Seymour 2151 Red.
    - e. Factory prepared, UL / ULC recognized splice and termination kits by Cable Manufacturer.
    - f. Controller:
      - 1) Class Two Quality Standard. See Section 01 6200 for quality standard definition:
        - a) Pertair by Raychem PD Pro for 120V or GF for 200-277V.

# PART 3 - EXECUTION

#### 3.1 INSTALLATION

- A. General:
  - 1. Install electric heating cable not to void Roofing Manufacturer system warranty.
  - 2. Provide materials and labor including engineering if required, to prevent and remedy damage to roof integrity.
- B. Rain Gutter And Roof Eave Heaters:
  - 1. Install moisture probes for controller in rain gutter and roof.
  - 2. Install pilot light in corridor or foyer to indicate when cables are operating.
  - 3. Terminate raceway on exterior of building at heat cable location with weatherproof junction box.
  - 4. Install cable using approved spacers and without penetrating rain gutter or roofing material.
  - 5. Install all cable, controllers, sensors and etc. per Manufacturer's written installation instructions.

## 3.2 FIELD QUALITY CONTROL

- A. Non-Conforming Work: Non-conforming work as covered in the General Conditions applies, but is not limited to the following:
  - 1. Correct any work found defective or not complying with contract document requirements at no additional cost to Owner.
  - 2. Correct any damage to roofing material at no additional cost to Owner.

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