

PROJECT MANUAL

for

Gaylord Community Schools

Project SF3.6 Gaylord Intermediate School (GIS)
Gymnasium Reroofing

PROJECT NO. 284-20 F

November 5, 2021



ANTHONY P. ESSON ARCHITECT

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DOCUMENT 00 01 01

PROJECT TITLE PAGE

PROJECT NAME: GAYLORD COMMUNITY SCHOOLS
Project SF3.6 GIS Gymnasium Reroofing

OWNER: Gaylord Community Schools
615 South Elm Avenue
Gaylord, MI 49735
Contact: Joe Hart, Director of Finance & Operations

ARCHITECT: Anthony Esson, Architect

Mailing Address:
P.O. Box 479
Gaylord, MI 49734

Shipping Address:
2111 Forester Drive
Frederic, MI 49733

Contact: Anthony P. Esson, Architect, LEED AP
PH: (989) 732-0585
Email: tony@anthonyessonarchitect.com

DOCUMENT 00 01 10

TABLE OF CONTENTS

Section Title

**PROCUREMENT AND CONTRACTION REQUIREMENTS GROUP
DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS**

INTRODUCTORY INFORMATION

00 01 01	Project Title Page.....	1
00 01 10	Table of Contents.....	1

PROCUREMENT REQUIREMENTS

00 11 16	Invitation to Bid.....	2
00 21 13	Instructions to Bidders	6
00 41 13	Bid Form - Stipulated Sum (Single-Prime Contract)	2
00 45 01	Familial Disclosure Statement	1
00 45 02	Iran Economic Sanctions Act Compliance Certificate.....	1

CONTRACTING REQUIREMENTS

00 52 14	Agreement Form - AIA Stipulated Sum (Single-Prime Contract).....	1
	AIA Document A104 – 2017	31

SPECIFICATIONS GROUP

GENERAL REQUIREMENTS SUBGROUP

DIVISION 01 - GENERAL REQUIREMENTS

01 10 00	Summary	2
01 20 00	Price and Payment Procedures	4
01 30 00	Administrative Requirements	2
01 33 00	Submittal Procedures.....	4
01 40 00	Quality Requirements.....	3
01 50 00	Temporary Facilities and Controls	3
01 60 00	Product Requirements	3
01 70 00	Execution and Closeout Requirements.....	4

FACILITY CONSTRUCTION SUBGROUP

DIVISION 07 - THERMAL AND MOISTURE PROTECTION

07 54 19	Polyvinyl-Chloride Roofing.....	10
----------	---------------------------------	----

END OF SECTION

DOCUMENT 00 11 16

INVITATION TO BID

Project:

GAYLORD COMMUNITY SCHOOLS – Project SF3.6 GIS Gymnasium Reroofing

Owner:

Gaylord Community Schools
615 South Elm Street
Gaylord, MI 49735

Architect/Engineer:

Anthony P. Esson, Architect, PLLC
PO Box 479
Gaylord, MI 49734

Date: November 5, 2021

Gaylord Community Schools will receive Bids from qualified Bidders for a partial reroofing of the Gaylord Intermediate School building located at 240 E. Fourth Street, Gaylord, MI 49735.

Sealed Bids should be delivered in person to Gaylord Community Schools, c/o Joe Hart, Director of Finance & Operations, 615 South Elm Avenue, Gaylord, MI 49735. Bids must be received prior to 1:00 PM local time on December 1, 2021. Bids will be opened publically and read aloud immediately following the closure of the bidding period, in the Board Meeting Room, located at 615 South elm Avenue, Gaylord, MI 49735. The Owner will not consider or accept a bid received after the date and time specified for bid submission. Post Bid Interviews with the apparent low Bidder(s) will be scheduled following receipt of Bids. All Bids will be evaluated at a later date.

There will be a Pre-Bid Meeting conducted by the Owner and Architect/Engineer at 3:30 PM local time on November 18, 2021. The meeting will convene in the Board Meeting Room, located at 615 South elm Avenue, Gaylord, MI 49735. The Pre-Bid Meeting will consist of a brief informational meeting followed by an opportunity for Bidders to examine the Project site. Attendance by Bidders is not mandatory, but is strongly encouraged.

Bidding Documents will be available on or about November 8, 2021 in electronic format (.pdf). Interested Bidders may view and download bidding documents at www.anthonnyessonarchitect.com. Select Gaylord Community Schools under the Bid Docs button.

Each Bidder shall include with its Bid, a sworn and notarized statement disclosing any familial relationships that exist between the owner or any employee of the Bidder and any member of the Board of Education or the Superintendent of the School District.

Compliance with the Iran Economic Sanctions Act (PA 517 of 2012) is required. Each Bidder shall include a sworn and notarized certification that they are not an "Iran Linked Business" as the term is defined in the Act.

A Bid security in the amount of no less than 5 percent of the Bid Sum in the form of a Bid Bond, or certified check payable to the Owner shall accompany each Bid. A personal or company check does not constitute a Bid security.

Refer to other bidding requirements described in Document 00 21 13.

Bids shall be submitted on the Bid Form provided in the Bidding Documents.

The successful Bidder will be required to furnish Performance and Labor/Material Payment Bonds in the amount of 100% of the contract amount.

Bids will be required to be submitted under a condition of irrevocability for a period of 60 days after submission.

The Owner reserves the right to accept or reject any or all Bids, either in whole or in part; to award the Contract to other than the lowest Bidder; to waive any irregularities and/or informalities; and in general to make awards in any manner deemed to be in the best interest of the Owner.

END OF DOCUMENT

DOCUMENT 00 21 13

INSTRUCTIONS TO BIDDERS

1.1 SUMMARY

A. Document Includes:

1. Bid submission.
2. Intent.
3. Work identified in contract documents.
4. Contract Time.
5. Definitions.
6. Contract Documents identification.
7. Availability of documents.
8. Examination of documents.
9. Inquiries and Addenda.
10. Product substitutions.
11. Prebid conference.
12. Bidder qualifications.
13. Subcontractors.
14. Submission procedure.
15. Bid ineligibility.
16. Security deposit.
17. Performance Assurance.
18. Bid Form requirements.
19. Fees for changes in the Work.
20. Bid Form signature.
21. Additional Bid Information.
22. Bid opening.
23. Duration of offer.
24. Acceptance of offer.

B. Related Documents:

1. Document 00 11 16 - Invitation to Bid.
2. Document 00 41 13 - Bid Form - Stipulated Sum (Single-Prime Contract).
3. AIA Document A104–2017 Standard Abbreviated Form of Agreement Between Owner and Contractor as modified:
 - a. Definitions.
 - b. Contract Time identification.
 - c. Contractors fees for changes.
 - d. Contractor's liability insurance.
 - e. Bond types and values.

1.2 BID SUBMISSION

- A. Bids signed, executed, and dated will be received by Gaylord Community Schools, c/o Joe Hart, Director of Finance & Operations, until 1:00 PM local time on December 1, 2021. Bids are to be delivered to Gaylord Community Schools Central Office located at 615 South Elm Avenue, Gaylord, MI 49735.
- B. Bids submitted after the above time will be returned to Bidder unopened.

- C. Amendments to submitted Bids will be permitted when received in writing prior to bid closing and when endorsed by the same party or parties who signed and sealed the Bid.
- D. Bidders may withdraw their Bid by written request at any time before bid closing.

1.3 INTENT

- A. The intent of this Bid request is to obtain an offer to perform work to complete partial reroofing of the Gaylord Intermediate School building for a Stipulated Sum contract, in accordance with Contract Documents.

1.4 WORK IDENTIFIED IN CONTRACT DOCUMENTS

- A. Work of this proposed Contract comprises roofing Work.
- B. Location:
 - 1. 240 East Fourth Street, Gaylord, MI 49735

1.5 CONTRACT TIME

- A. The Owner desires the work of this contract be completed during the 2022 summer break, and be Substantially Complete and approved for occupancy by the authority having jurisdiction No later than August 18, 2022.
- B. Contractor shall achieve Final Completion not later than thirty days after Substantial Completion. All architectural costs incurred after the Final Completion date resulting from the Contractor's failure to complete the Work as agreed shall be paid by the Contractor to the Owner prior to the authorization of final payment. Charges to the Contractor shall be made at such times and in such amounts as the Architect invoices the Owner under the current rate schedule in effect at the time of service, for services provided in connection with the Work. The architectural costs incurred after the final completion date will be deducted from the Contractor's progress payment or final payment as applicable.

1.6 DEFINITIONS

- A. Bidding Documents: Contract Documents supplemented with Invitation to Bid, Instructions to Bidders, Bid Form, and bid securities, identified.
- B. Contract Documents: Defined in AIA Document A104-2017, including issued Addenda.
- C. Bid: Executed Bid Form and required attachments submitted in accordance with these Instructions to Bidders.
- D. Bid Sum: Monetary sum identified by the Bidder in the Bid Form.

1.7 CONTRACT DOCUMENTS IDENTIFICATION

- A. The Contract Documents are identified as Project number 284-20 F; Gaylord Community Schools; Project SF3.6 Gaylord Intermediate School (GIS) Gymnasium Reroofing as prepared by Anthony P. Esson, Architect, PLLC.

1.8 AVAILABILITY OF DOCUMENTS

- A. Bidding Documents may be downloaded from the Architects website www.anthonnyessonarchitect.com. Select Gaylord Community Schools; Project SF3.6 GIS Gymnasium Reroofing under the Bid Docs button.
- B. Bidding Documents are made available only for the purpose of obtaining offers for this Project. Their use does not grant a license for other purposes.

1.9 EXAMINATION OF DOCUMENTS

- A. Upon receipt of Bidding Documents verify documents are complete. Notify Architect/Engineer if documents are incomplete.
- B. Immediately notify Architect/Engineer upon finding discrepancies or omissions in Bidding Documents.
- C. The Architect has endeavored to prepare Bidding Documents without conflicts or inconsistencies, however, it shall be recognized by the Bidder that conflicts and inconsistencies in the Plans and Specifications do occur. As such, in the case of a conflict or inconsistency in the Plans or Specifications that affects the Bid price, the Bidder shall include and/or shall be deemed to have included the higher quantity or quality of Product or material, and/or more labor intensive or costly installation in the Bid.
- D. The Architect has endeavored to coordinate the various aspects of the project in preparation of the Bidding Documents, however, it shall be recognized by the Bidder that components of the Work of any one trade may be identified at various locations throughout the Bidding Documents. As such, the successful Bidder shall be responsible for the Work identified in the Contract Documents as a whole without regard to the specific location of the information within the Contract Documents.

1.10 INQUIRIES AND ADDENDA

- A. Direct questions in writing to Anthony Esson, at the office of the Architect/Engineer; Email tony@anthonnyessonarchitect.com.
- B. Verbal answers are not binding on any party.
- C. Submit questions not less than 4 business days before date set for receipt of Bids. Replies will be made by Addenda.
- D. Addenda may be issued during bidding period. Addenda will be posted on the Architects website and will be sent to the construction association plan room facilities listed in the Invitation to Bid. Addenda become part of the Contract Documents. Include resultant costs in the Bid Sum.

1.11 PRODUCT SUBSTITUTIONS

- A. Refer to Section 01 60 00 - Product Requirements for substitution procedures.
- B. Where Bidding Documents stipulate particular Products with provisions for substitutions, substitution requests will be considered by Architect/Engineer up to 7 days before receipt of Bids.

- C. With each substitution request, provide sufficient information for Architect/Engineer to determine acceptability of proposed products.
- D. When a request to substitute a Product is made, Architect/Engineer may approve the substitution. Approved substitutions will be identified by Addenda.
- E. In submission of substitutions to Products specified, Bidders shall include in their Bid, changes required in the Work and changes to Contract Time and Contract Sum to accommodate such approved substitutions. Later claims by the Bidder for an addition to the Contract Time or Contract Sum because of changes in Work necessitated by use of substitutions will not be considered.

1.12 PREBID CONFERENCE

- A. A Bidders conference will be held at 3:30 PM local time on November 18, 2021. The meeting will convene in the Board Meeting Room located at the Central Office, 615 South Elm Avenue, Gaylord, MI 48975.
- B. Attendance is not required but is strongly encouraged.
- C. Representatives of the Owner and Architect/Engineer will be in attendance.
- D. Information relevant to Bidding Documents will be issued by Addendum.

1.13 BIDDER QUALIFICATIONS

- A. To demonstrate qualification for performing the Work of this Contract, Bidders may be requested to submit written evidence of financial position, previous experience, current commitments, and license to perform work.

1.14 SUBCONTRACTORS

- A. The Owner reserves the right to reject a proposed Subcontractor for reasonable cause.
- B. Refer to AIA Document A104-2017.

1.15 SUBMISSION PROCEDURE

- A. Bidders shall be solely responsible for delivery of Bids in manner and time prescribed.
- B. Submit two copies of executed offer on Bid Forms provided, signed and sealed with required security deposit in a closed opaque envelope, clearly identified with Bidder's name, Project name, and Owner's name on the outside.
- C. An abstract summary of submitted Bids will be made available to all Bidders following bid opening.

1.16 BID INELIGIBILITY

- A. Bids that are unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations, or irregularities of any kind, may be declared unacceptable at Owner's discretion.

- B. Bid Forms, Appendices, and enclosures which are improperly prepared may be declared unacceptable at Owner's discretion.
- C. Failure to provide security deposit, bonds or insurance requirements may invalidate the Bid at the discretion of the Owner.

1.17 SECURITY DEPOSIT

- A. Bids shall be accompanied by security deposit as follows:
 - 1. Bid Bond of a sum no less than 5 percent of the Bid Sum on standard surety company form.
 - 2. Certified check in the amount of 5% of the Bid Sum.
- B. Endorse Bid Bond in name of the Owner as obligee, signed and sealed by the principal (Contractor) and surety.
- C. Endorse certified check in name of the Owner.
- D. Security deposits will be returned after execution of the agreement.
- E. If no contract is awarded, security deposits will be returned.

1.18 PERFORMANCE ASSURANCE

- A. Accepted Bidder: Provide a Performance and Payment bond as described in AIA Document A104-2017.
- B. Include the cost of performance assurance bonds in the Bid Sum.

1.19 BID FORM REQUIREMENTS

- A. Complete requested information in the Bid Form and Bid Form Supplements.

1.20 FEES FOR CHANGES IN THE WORK

- A. The percentage fee allowed for Overhead and Profit on Changes in the Work shall be Ten Percent (10%) of the net cost of work in any by any contract tier. Under no circumstances shall the total percentage fee exceed Twenty-one percent (21%) of the net cost of work. The percentage mark-up shall be applicable to additions or reductions in the cost of the work.

1.21 BID FORM SIGNATURE

- A. Sign Bid Form, as follows:
 - 1. Sole Proprietorship: Signature of sole proprietor in the presence of a witness who will also sign. Insert the words "Sole Proprietor" under the signature.
 - 2. Partnership: Signature of all partners in the presence of a witness who will also sign. Insert the word "Partner" under each signature.
 - 3. Corporation: Signature of a duly authorized signing officers in their normal signatures. Insert the officer's capacity in which the signing officer acts, under each signature. If the Bid is signed by officials other than the president and secretary of the company, or the president/secretary/treasurer of the company, submit a copy of the by-law resolution of their board of directors authorizing them to do so, with the Bid Form in the bid envelope.

4. Joint Venture: Signature of each party of the joint venture under their respective seals in a manner appropriate to such party as described above, similar to requirements for Partnerships.

1.22 ADDITIONAL BID INFORMATION

- A. Familial Disclosure Statement
 1. Include Familial Disclosure Statement with the Bid.
 2. Complete all requested information in the affidavit.
 3. Signature of the affidavit shall be notarized.
 4. Failure of the Bidder to submit a fully executed affidavit will result in disqualification of the bidder.
- B. Iran Economic Sanctions Act Compliance Affidavit
 1. Include Iran Economics Sanctions Act Compliance Affidavit with the Bid.
 2. Complete all requested information in the affidavit.
 3. Signature of the affidavit shall be notarized.
 4. Failure of the Bidder to submit a fully executed affidavit will result in disqualification of the bidder.

1.23 BID OPENING

- A. Bids will be opened immediately following the closure of the bidding period in the Gaylord Community Schools Board Meeting Room located in the Central Office at 615 South Elm Avenue, Gaylord, MI 49735.

1.24 DURATION OF OFFER

- A. Bids shall remain open to acceptance and shall be irrevocable for a period of 60 days after bid closing date.

1.25 ACCEPTANCE OF OFFER

- A. The Owner reserves the right to accept or reject any or all offers.
- B. After acceptance by the Owner, the Architect/Engineer on behalf of the Owner, will issue to the accepted Bidder, a written letter of Contract Award.
- C. Notwithstanding delay in the preparation and execution of the Agreement, accepted Bidder shall be prepared, upon written Notice to Proceed, to commence work within seven days following receipt of official written order of the Owner to proceed, or on date stipulated in such order.
- D. The accepted bidder shall assist and cooperate with the Owner to prepare the Agreement, and within 7 days following its presentation shall execute Agreement and return it to the Owner.

END OF DOCUMENT

DOCUMENT 00 41 13

BID FORM – STIPULATED PRICE

To: Gaylord Community Schools
c/o Joe Hart, Director of Finance & Operations
615 South Elm Avenue
Gaylord, MI 49735

Project: SF3.6 GIS Gymnasium Reroofing
Project No. 284-20 F

Date: _____

Submitted by: _____
(full name)

(full address) _____

1. OFFER

Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Contract Documents for the Project, we, the undersigned, hereby offer to enter into Contract to perform the Work for the

Stipulated Sum of: \$ _____ (numerical)

\$ _____ dollars in
lawful (written) money of the United States of America.

- We have included the required security deposit as required by the Instruction to Bidders.
- All applicable federal and/or State of Michigan taxes are included in the Bid Sum.
- We have included the costs of all required construction permits and inspections in the bid sum.

2. UNIT PRICES

We offer the following Unit Prices for specific portions of the Work as provided in the Contract Documents (Refer to Specification Section 07 54 19 – Poly-vinyl Chloride Roofing for requirements):

- a. Remove and replace saturated roof insulation: \$ _____ per inch of thickness per s.f.

3. ACCEPTANCE

This offer shall be open to acceptance and is irrevocable for sixty days from the bid closing date. If this bid is accepted by the Owner within the time period stated above, we will:

- a. Execute the Agreement within seven (7) days of receipt of Notice of Award.
- b. Commence work within seven (7) days after written Notice to Proceed.

If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to the Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.

In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

4. ADDENDA

The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.

Addendum # _____ Dated _____

Addendum # _____ Dated _____

5. BID FORM SIGNATURE(S)

BIDDER:

By: _____

Its: _____

If the Bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.

END OF BID FORM - STIPULATED PRICE

DOCUMENT 00 45 02

IRAN ECONOMIC SANCTIONS ACT COMPLIANCE AFFIDAVIT

Effective April 1, 2013, all Bids and/or Proposals received by public entities in the State of Michigan must comply with the Iran Economic Sanctions Act, Act 517 of 2012. As a condition to compliance with the Act, the following certification must be submitted with the Bid.

The undersigned, the owner or authorized officer of _____ (the "Bidder"), pursuant to the requirements of the Iran Economic Sanctions Act, Act 517 of 2012, hereby certifies under civil penalty for false certification, that the Bidder is not an "Iran Linked Business", as defined in the Act, and is eligible to submit a Bid.

By: _____

Its: _____

State of Michigan)
) SS
County of)

This instrument was acknowledged before me on the _____ day of _____, 20____, by
_____.

, Notary Public

_____, County, Michigan

My Commission Expires: _____

Acting in the County of: _____

END OF IRAN ECONOMIC SANCTIONS ACT COMPLIANCE AFFIDAVIT

DOCUMENT 00 52 14

AGREEMENT FORM - AIA STIPULATED SUM (SINGLE-PRIME CONTRACT)

1.1 SUMMARY

- A. Document Includes:
 - 1. Agreement.

1.2 AGREEMENT

- A. AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor as modified, forms the basis of Agreement Between the Owner and Contractor.

END OF DOCUMENT



AIA[®] Document A104[™] – 2017

Standard Abbreviated Form of Agreement Between Owner and Contractor

AGREEMENT made as of the day of in the year 2021
(In words, indicate day, month and year.)

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

Gaylord Community Schools
615 South Elm Avenue
Gaylord, MI 49735

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

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

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

Gaylord Community Schools
Project SF3.6 GIS Gymnasium Reroofing
AEA Project No. 284-20 F

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

Anthony Esson, Architect
PO Box 479
Gaylord, MI 49734

The Owner and Contractor agree as follows.

TABLE OF ARTICLES

1	THE WORK OF THIS CONTRACT
2	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
3	CONTRACT SUM
4	PAYMENT
5	DISPUTE RESOLUTION
6	ENUMERATION OF CONTRACT DOCUMENTS
7	GENERAL PROVISIONS
8	OWNER
9	CONTRACTOR
10	ARCHITECT
11	SUBCONTRACTORS
12	CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
13	CHANGES IN THE WORK
14	TIME
15	PAYMENTS AND COMPLETION
16	PROTECTION OF PERSONS AND PROPERTY
17	INSURANCE AND BONDS
18	CORRECTION OF WORK
19	MISCELLANEOUS PROVISIONS
20	TERMINATION OF THE CONTRACT
21	CLAIMS AND DISPUTES

EXHIBIT A DETERMINATION OF THE COST OF THE WORK

ARTICLE 1 THE WORK OF THIS CONTRACT

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

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

The date of this Agreement.

Init.

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User Notes:

(2021222253)

- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

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

§ 2.3 Substantial Completion

§ 2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check the appropriate box and complete the necessary information.)

- Not later than () calendar days from the date of commencement of the Work.
- By the following date:

~~§ 2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:~~ By the following date: August 18, 2022

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 2.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 2.3, ~~liquidated damages, if any, shall be assessed as set forth in Section 3.5 due to circumstances within the reasonable control of the Contractor.~~ Owner may at their sole discretion hold Contractor responsible for costs that Owner would not have otherwise incurred. Such costs may be withheld from Progress payments or Final payment as applicable.

ARTICLE 3 CONTRACT SUM

§ 3.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be one of the following:
(Check the appropriate box.)

- Stipulated Sum, in accordance with Section 3.2 below
- Cost of the Work plus the Contractor’s Fee, in accordance with Section 3.3 below
- Cost of the Work plus the Contractor’s Fee with a Guaranteed Maximum Price, in accordance with Section 3.4 below

(Based on the selection above, complete Section 3.2, 3.3 or 3.4 below.)

§ 3.2 The Stipulated Sum shall be (\$), subject to additions and deductions as provided in the Contract Documents.

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

§ 3.2.2 Unit prices, if any:

(Identify the item and state the unit price and the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 3.2.3 Allowances, if any, included in the stipulated sum:

(Identify each allowance.)

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

~~**§ 3.3 Cost of the Work Plus Contractor's Fee**~~

~~**§ 3.3.1** The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.~~

~~**§ 3.3.2** The Contractor's Fee:~~

~~*(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)*~~

~~**§ 3.4 Cost of the Work Plus Contractor's Fee With a Guaranteed Maximum Price**~~

~~**§ 3.4.1** The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.~~

~~**§ 3.4.2** The Contractor's Fee:~~

~~*(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)*~~

~~**§ 3.4.3 Guaranteed Maximum Price**~~

~~**§ 3.4.3.1** The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed (\$), subject to additions and deductions by changes in the Work as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner. *(Insert specific provisions if the Contractor is to participate in any savings.)*~~

~~**§ 3.4.3.2** The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:~~

~~*(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)*~~

~~**§ 3.4.3.3** Unit Prices, if any:~~

~~*(Identify the item and state the unit price and the quantity limitations, if any, to which the unit price will be applicable.)*~~

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

Item
None

Price

~~§ 3.4.3.4 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)~~

Item

Price

~~§ 3.4.3.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:~~

~~§ 3.4.3.6 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.~~

~~§ 3.4.3.7 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in Section 3.4.3.5. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions contained in Section 3.4.3.5 and the revised Contract Documents.~~

~~§ 3.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)~~

~~§ 3.2.4 Compensation for approved Changes in the Work shall be net cost plus 10%.~~

ARTICLE 4 PAYMENT

§ 4.1 Progress Payments

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

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

§ 4.1.3 Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Architect after the date fixed above, payment shall be made by the Owner not later than Thirty (30) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 4.1.4 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold retainage from the payment otherwise due as follows:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment and any terms for reduction of retainage during the course of the Work. The amount of retainage may be limited by governing law.)

Ten Percent (10%) of each progress payment.

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

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0 % Zero percent per annum.

§ 4.2 Final Payment

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

- .1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Section 18.2, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Contractor has submitted a final accounting for the Cost of the Work, where payment is on the basis of the Cost of the Work with or without a Guaranteed Maximum Price; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 15.7.1.

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

ARTICLE 5 DISPUTE RESOLUTION

§ 5.1 Binding Dispute Resolution

For any claim subject to, but not resolved by, mediation pursuant to Section 21.5, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

~~Arbitration pursuant to Section 21.6 of this Agreement~~

Litigation in a court of competent jurisdiction

~~Other (Specify)~~

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, claims will be resolved in a court of competent jurisdiction.

ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS

§ 6.1 The Contract Documents are defined in Article 7 and, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 6.1.1 The Agreement is this executed AIA Document A104™–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 6.1.2 ~~AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:~~

~~(Insert the date of the E203–2013 incorporated into this Agreement.)~~

§ 6.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
<u>None</u>			

§ 6.1.4 The Specifications:

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

All specifications are dated November 5, 2021 unless noted otherwise below.

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Section	Title	Date	Pages
<u>01 00 00</u>	<u>Summary</u>		<u>2</u>
<u>01 20 00</u>	<u>Price and Payment</u>		<u>4</u>
	<u>Procedures</u>		
<u>01 30 00</u>	<u>Administrative</u>		<u>2</u>
	<u>Procedures</u>		
<u>01 33 00</u>	<u>Submittal Procedures</u>		<u>4</u>
<u>01 40 00</u>	<u>Quality Requirements</u>		<u>3</u>
<u>01 50 00</u>	<u>Temporary Facilities</u>		<u>3</u>
	<u>and Controls</u>		
<u>01 60 00</u>	<u>Product Requirements</u>		<u>3</u>
<u>01 70 00</u>	<u>Execution and Closeout</u>		<u>4</u>
	<u>Procedures</u>		
<u>07 54 19</u>	<u>Polyvinyl-Chloride</u>		<u>10</u>
	<u>Roofing</u>		

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

Gaylord Community Schools – Project SF3.6 GIS Gymnasium Reroofing dated November 5, 2021.

Number	Title	Date
<u>1/1</u>	<u>Partial Roof Plan / Project</u>	
	<u>Details</u>	

§ 6.1.6 The Addenda, if any:

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

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are enumerated in this Article 6.

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

.1 Other Exhibits:
(Check all boxes that apply.)

Exhibit A, Determination of the Cost of the Work.

AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

The Sustainability Plan:

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

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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.2 Other documents, if any, listed below:

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(List here any additional documents that are intended to form part of the Contract Documents.)

Document 00 41 13 Bidding Form – Stipulated Price as submitted.

ARTICLE 7 GENERAL PROVISIONS

§ 7.1 The Contract Documents

The Contract Documents are enumerated in Article 6 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. The Contract Documents also include terms stated in the advertisement or invitation to bid, instructions to bidders, and other information furnished by the Owner in anticipation of receiving bids or proposals unless expressly excluded or in conflict with this Agreement. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 7.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Contractor.

§ 7.3 The Work

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

§ 7.4 Instruments of Service

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

§ 7.5 Ownership and use of Drawings, Specifications and Other Instruments of Service

~~§ 7.5.1 The Subject to contrary provisions in the contract between the Owner and the Architect or in the Contract Documents, the Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.~~

§ 7.5.2 The Contractor, Subcontractors, Sub-subcontractors and suppliers are authorized to use and reproduce the Instruments of Service ~~provided to them, Service,~~ subject to the protocols established pursuant to Sections 7.6 and 7.7, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 7.6 Digital Data Use and Transmission

The parties ~~shall~~ may agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. ~~The parties will use AIA Document E203™ – 2013, Building~~

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Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data form, unless otherwise provided in the Agreement or Contract Documents.

§ 7.7 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™ 2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 7.8 Severability

The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 7.9 Notice

§ 7.9.1 Except as otherwise provided in Section 7.9.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission in accordance with AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203 2013, insert requirements for delivering Notice in electronic format such as name, title and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

transmission.

Delivery by electronic transmission to Designated Representatives identified in 19.4 and 19.5 constitutes Notice under 7.9.1.

§ 7.9.2 Notice of Claims shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 7.10 Relationship of the Parties

Where the Contract is based on the Cost of the Work plus the Contractor's Fee, with or without a Guaranteed Maximum Price, the Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish 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 Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

ARTICLE 8 OWNER

§ 8.1 Information and Services Required of the Owner

§ 8.1.1 Prior to commencement of the Work, at the written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 8.1.1, the Contract Time shall be extended appropriately.

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§ 8.1.2 The Owner shall furnish all necessary surveys and a legal description of the site.

§ 8.1.3 ~~The Taking into account the Contractor's experience and expertise, the~~ Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 8.1.4 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, ~~including~~ including, but not limited to, those required under Section 9.6.1, the Owner shall secure and pay for other necessary approvals, easements, assessments, and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities.

§ 8.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or ~~repeatedly~~ fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity. This right shall be in addition to and not in limitation of the Owner's rights under any other provisions of the Contract Documents.

§ 8.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a ~~ten-day~~ three-day period after receipt of notice from the Owner ~~or the Owner's designee~~ to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to any other remedies the Owner may have, including any claim against the Contractor's performance bond (if any), correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 15.4.3, withhold may, pursuant to Section 15.4.3, be withheld or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including the Owner's expenses, including all legal expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 21. Exercise of such rights shall in no way limit or jeopardize the Owner's right to any claim against either the Performance Bond or the Contractor. In the event the Owner directs another entity to perform Work pursuant to this Section that otherwise is the obligation of the Contractor, including correction of safety violations, either at the Contractor's request or as a result of the Contractor's failure to perform such Work, Contractor shall be responsible for all costs for labor, material and equipment plus that other entity's administrative, profit and overhead costs.

ARTICLE 9 CONTRACTOR

§ 9.1 Review of Contract Documents and Field Conditions by Contractor

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

§ 9.1.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 8.1.2, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies, or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents.

§ 9.1.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall

promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 9.1.4 Prior to submitting its bid, the Contractor shall have studied and compared the Contract Documents and shall have reported to the Architect any error, inconsistency or omission in the Contract Documents. It will be presumed that the Contractor's bid and the Contract Sum include the cost of correcting any such error, inconsistency or omission, which could have been discovered by the exercise of reasonable diligence. Unless the Contractor establishes that such error, inconsistency or omission could not have been discovered by the exercise of reasonable diligence, the Contractor will make such corrections without additional compensation so that the Work is fully functional.

§ 9.2 Supervision and Construction Procedures

§ 9.2.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. Such provision of labor and materials shall occur in sufficient time to satisfy the existing Project schedule. The Contractor bears the risk of any failure to timely provide such labor and materials for any reason. The Contractor agrees to execute the appropriate UCC forms to effectuate the Owner's ownership of the material and equipment furnished pursuant to this Contract.

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

§ 9.3 Labor and Materials

§ 9.3.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

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

§ 9.3.3 The Contractor may make a substitution only with the consent of the Owner, after evaluation by the Architect and in accordance with a Modification.

§ 9.3.4 Asbestos-Free Product Installation

§ 9.3.4.1 It is hereby understood and agreed that no product and/or material containing asbestos including chrysolite, amosite, crocidolite, tremolite asbestos, anthophyllite asbestos, actinolite asbestos and any combination of these materials that have been chemically treated and/or altered shall be installed or introduced into the Work by the contractor or his employees, agents, subcontractors, or other individuals or entities over whom the Contractor has control. If applicable, the Contractor shall be required to provide a signed certification statement ensuring that all products or materials installed or introduced into the work all be asbestos-free.

§ 9.3.4.2 The Contractor shall also be required to furnish certified statements from the manufacturers of supplied materials used during construction verifying their products to be asbestos-free in accordance with the requirements of Section 9.3.4.1.

§ 9.3.4.3 The Contractor shall complete and submit to the Owner a certification evidencing asbestos-free product installation prior to issuance of the final Certificate for Payment, in a form acceptable to the Owner.

§ 9.4 Warranty

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or

~~equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage. All other warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 15.6.3. In addition to any other warranties, guarantees or obligations set forth in the Contract Documents or applicable as a matter of a law and not in limitation of the terms of the Contract Documents, the Contractor warrants and guarantees that:~~

- ~~1. The Owner shall have good title to the Work and all materials and equipment incorporated into the Work and, unless otherwise expressly provided in the Contract Documents, such materials and equipment shall be new;~~
- ~~2. The Work and all materials and equipment incorporated into the Work shall be free from all defects, including any defects in workmanship or materials;~~
- ~~3. The Work and all equipment incorporated into the Work shall be fit for the purpose for which they are intended;~~
- ~~4. The Work and all materials and equipment incorporated into the Work shall be merchantable; and~~
- ~~5. The Work and all materials and equipment incorporated into the Work shall conform in all respects to the Contract Documents.~~

~~Upon notice of the breach of any of the foregoing warranties or guarantees or any other warranties or guarantees under the Contract Documents, the Contractor, in addition to any other requirements in the Contract Documents, will commence to correct such breach within seventy-two (72) hours after written notice thereof and thereafter will use its best efforts to timely correct such breach to the satisfaction of the Owner; provided that if such notice is given after final payment hereunder, such seventy-two (72) hour period shall be extended to seven (7) days. The foregoing warranties and obligations of the Contractor shall survive the final payment and/or termination of the Contract.~~

§ 9.5 Taxes

~~The Contractor shall pay sales, consumer, use, and other similar taxes that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect. The Contractor shall pay all state and federal taxes levied on its business, income or property and shall make all contributions for social security and other wage or payroll taxes. The Contractor shall be solely responsible for such payments and shall indemnify the Owner and hold it harmless from same. The Contractor shall include and shall deem to have been included in its bid all Michigan Sales and Use Taxes currently imposed by legislative enactment and as administered by the Michigan Department of Treasury on the Bid Date.~~

§ 9.6 Permits, Fees, Notices, and Compliance with Laws

~~§ 9.6.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.~~

~~§ 9.6.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction. In the event the Contract exceeds \$75,000, the requirements of Section 2 of 1998 PA 57, as amended, are hereby incorporated into this Agreement.~~

§ 9.7 Allowances

~~The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. The Owner shall select materials and equipment under allowances with reasonable promptness. Allowance amounts shall include the costs to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts. Contractor's costs for unloading and handling at the site, labor, installation, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowance. In the event one or more allowances are not fully utilized, the unused value of those allowances shall be returned to the Owner.~~

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§ 9.8 Contractor's Construction Schedules

§ 9.8.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. In no event shall the Contractor's Construction Schedule be extended due to action or inaction of the Contractor, except with prior written approval of the Owner within the Owner's sole discretion.

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

§ 9.9 Submittals

§ 9.9.1 The Contractor shall review for compliance with the Contract Documents and submit to the Architect Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents in coordination with the Contractor's construction schedule and in such sequence as to allow the Architect reasonable time for review. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them; (2) determined and verified materials, field measurements, and field construction criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals.

§ 9.9.2 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

§ 9.9.3 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents or unless the Contractor needs to provide such services in order to carry out the Contractor's own responsibilities. If professional design services or certifications by a design professional are specifically required, the Owner and the Architect will specify the performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional. If no criteria are specified, the design shall comply with applicable codes and ordinances. Each Party shall be entitled to rely upon the information provided by the other Party. The Architect will review and approve or take other appropriate action on submittals for the limited purpose of checking for conformance with information provided and the design concept expressed in the Contract Documents. The Architect's review of Shop Drawings, Product Data, Samples, and similar submittals shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. In performing such review, the Architect will approve, or take other appropriate action upon, the Contractor's Shop Drawings, Product Data, Samples, and similar submittals.

§ 9.10 Use of Site

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

§ 9.11 Cutting and Patching

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

§ 9.12 Cleaning Up

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

§ 9.13 Access to Work

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

§ 9.14 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall indemnify, defend and hold the Owner and Architect harmless from any and all cost, damage or loss on account thereof, including but not limited to actual attorney fees, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect. The review by the Owner or Architect of any method of construction, invention, appliance, process, article, device or materials of any kind shall be for its adequacy in the Work and shall not be an approval for the use thereof by the Contractor in violation of any patent or other rights of any third person.

§ 9.15 Indemnification

§ 9.15.1 To the fullest extent permitted by law, the Contractor shall ~~indemnify~~ indemnify, defend and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to actual attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent Work or the duties or obligations of this Agreement or the failure of the Contractor or the Work to conform with the Contract Documents, caused in whole or in part by any acts or omissions of the Contractor, a Subcontractor, or anyone directly or indirectly employed by them, or anyone for whose acts they of any of them may be liable, regardless of whether such claim, damage, loss or expense is, or is claimed to be caused in part by a party indemnified hereunder, except where such loss, damage, injury, liability, expense or claim is the result of the sole negligence of the Owner, Architect or the consultants, agents or employees of any of them and is not contributed to by the Contractor or anyone for whose acts the Contractor may be liable, regardless of whether such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. The Contractor shall further indemnify the Owner, Architect, Architect's consultants and agents and employees of any of them from and against all amounts such parties may be required to pay in attorney fees in order to pursue enforcement of this provision against the Contractor or otherwise obtain indemnification from the Contractor provided under the terms of this Article. Such obligation shall not be construed to negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 9.15.1, any party or person set forth in this section. To the fullest extent permitted by law, the Contractor shall indemnify the Owner and save the Owner harmless against all loss by fines, penalties or corrective measures resulting from acts of the Contractor or omissions by the Contractor, its Subcontractors, agents, employees or assigns, with respect to the violation of safety requirements of this Contract, including reasonable attorney fees.

§ 9.15.2 In claims against any person or entity indemnified under this Section 9.15 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 9.15.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. In addition to and not in limitation of the Contractor's other indemnity obligations, the Contractor hereby accepts and assumes exclusive liability for and shall indemnify, protect and save harmless the Owner and Architect from and against the payment of the following:

All contributions, taxes or premiums (including interest and penalties thereon) which may be payable under the unemployment insurance law of any state, the federal Social Security Act, federal, state, county and/or municipal tax withholding laws, or any other law, measured upon the payroll of or required to be withheld from employees by whomsoever employed, engaged in the Work to be performed and furnished under this Contract;

All sales, use, personal property and other taxes (including interest and penalties thereon) required by any federal, state, county, municipal or other law to be paid or collected by the Contractor or any of its Subcontractors or vendors or any other person or persons acting for, through or under it or any of them, by reason of the performance of the Work or the acquisition, ownership, furnishing, or use of any materials, equipment, supplies, labor, services or other items for or in connection with the Work; and

Init.

All pension, welfare, vacation, annuity and other benefit contributions payable under or in connection with respect to all persons by whomsoever employed, engaged in the Work to be performed and furnished under this Contract.

The Contractor shall indemnify, defend and hold the Owner harmless from any claim, damage, loss or expense, including but not limited to actual attorney fees, incurred by the Owner related to any hazardous material or waste, toxic substance, pollution or contamination brought into the Project site or caused by the Contractor or used, handled, transported, stored, removed, remediated, disturbed or dispersed of by Contractor.

ARTICLE 10 ARCHITECT

§ 10.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction, until the date the Architect issues the final Certificate for ~~Payment~~. Payment and with the Owner's written concurrence during the correction period. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract ~~Documents, Documents and in the Owner/Architect Agreement,~~ unless otherwise modified in writing in accordance with other provisions of the Contract.

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

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

§ 10.4 On the basis of the site visits, the Architect will keep the Owner ~~reasonably~~-informed about the progress and quality of the portion of the Work completed, will guard the Owner against defects and deficiencies in the work, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work. The Architect shall schedule and coordinate the Work of all Contractors on the Project, including the Contractors' use of the site. The Architect will keep the Contractors informed of the Project Construction Schedule to enable the Contractors to plan and perform the Work in a timely manner, develop a Project time line, inform the Contractors of same and take reasonable steps to notify the Contractors when the time line is not being materially adhered to.

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

§ 10.6 The Architect has authority to reject Work that does not conform to the Contract Documents and to require inspection or testing of the Work.

§ 10.7 The Architect will review and approve or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 10.8 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect will make initial decisions on

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all claims, disputes, and other matters in question between the Owner and Contractor but will not be liable for results of any interpretations or decisions rendered in good ~~faith~~-faith and without negligence.

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

ARTICLE 11 SUBCONTRACTORS

§ 11.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. All contractual agreements with additional persons or entities serving as a Subcontractor shall expressly identify the Owner as a third-party beneficiary, and the Owner shall enjoy all third-party beneficiary rights not prohibited by law.

§ 11.2 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the Subcontractors or suppliers proposed for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner or Architect has made reasonable written objection within ten days after receipt of the Contractor's list of Subcontractors and suppliers. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, despite the Architect's or Owner's reasonable objections, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 11.3 Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by the Contract Documents, assumes toward the Owner and Architect, and (2) allow the Subcontractor the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Contract Documents, has against the Owner.

ARTICLE 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 12.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to ~~insurance and waiver of subrogation~~-insurance. The Contractor shall be responsible for coordinating the Work with the work of other Contractors, including the Owner's own forces or separate contractors, so as to complete the Work in accordance with the Project time schedule.

§ 12.2 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's activities with theirs as required by the Contract Documents.

§ 12.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a Separate Contractor because of delays, improperly timed activities, or defective construction of the Contractor. ~~The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work, or defective construction of a Separate Contractor.~~ Claims and other disputes and matters in question between the Contractor and other Contractors shall be subject to the provisions of Section 14.7, provided the other Contractors have reciprocal obligations. If such other Contractor initiates legal or any other proceedings against the Owner on account of any damage alleged to have been caused by the Contractor, the Owner shall notify the Contractor, who shall defend such proceedings at its own expense, and if any judgment or award against the Owner arises therefrom, the Contractor shall pay or satisfy it and shall reimburse the Owner for all actual attorneys' fees and court or other costs which the Owner has incurred over and above those paid for directly by the Contractor.

ARTICLE 13 CHANGES IN THE WORK

§ 13.1 By appropriate Modification, changes in the Work may be accomplished after execution of the Contract. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, with the Contract Sum and Contract Time being adjusted

Init.

accordingly. Such changes in the Work shall be authorized only by written Change Order signed by the Owner, Contractor, and Architect, or by written Construction Change Directive signed by the Owner and Architect. Upon issuance of the Change Order or Construction Change Directive, the Contractor shall proceed promptly with such changes in the Work, unless otherwise provided in the Change Order or Construction Change Directive.

§ 13.2 Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive signed only by the Owner and Architect, by the Contractor's cost of labor, material, equipment, and reasonable overhead and profit, unless the parties agree on another method for determining the cost or credit. Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed pursuant to the Construction Change Directive. The Architect will make an interim determination of the amount of payment due for purposes of certifying the Contractor's monthly Application for Payment. When the Owner and Contractor agree on adjustments to the Contract Sum and Contract Time arising from a Construction Change Directive, the Architect will prepare a Change Order. Refer to 3.2.4 for allowable mark-up on Changes in the Work.

§ 13.3 The Architect will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work.

§ 13.4 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be equitably adjusted as mutually agreed between the Owner and Contractor; provided that the Contractor provides notice to the Owner and Architect promptly and before conditions are disturbed. In the event the Contract exceeds \$75,000, the requirements of Section 2 of 1998 PA 57, as amended, are hereby incorporated into this Agreement.

ARTICLE 14 TIME

§ 14.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing this Agreement the Contractor confirms that the Contract Time is a reasonable period for obtaining all supplies, materials, tools and equipment necessary to perform the Work and for properly performing the Work.

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

§ 14.3 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 14.4 The date of Substantial Completion is the date certified by the Architect in accordance with Section 15.6.3. All work shall be completed in sufficient time to allow for cleanup and preparation for Owner move-in prior to the date of Substantial Completion.

§ 14.5 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) changes ordered in the Work; (2) by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor's control; or (3) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine, subject to the provisions of Article 21.

§ 14.6 Provided the Contractor submits a written request for an extension not more than fourteen (14) days after the occurrence that gives rise to the delay, if the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by fire, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner's pending litigation, mediation or arbitration, as applicable; or by other causes that the Architect determines may justify delay, then the contract time shall be extended by Change Order for such reasonable time as the Architect may determine and the Owner agrees. Failure of the Contractor to

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submit a timely request for an extension shall irrevocably waive the Contractor's right to such an extension of time. An extension of time as described in this section shall be the exclusive remedy of the Contractor for delays experienced by the Contractor on the Project, and the Contractor shall not be entitled to recover monetary damages for delay from the Owner. This section precludes recovery of damages for delay by the Contractor under other provisions of the Contract Documents.

§ 14.7 If the Contractor fails to complete its Work on time resulting in loss or damage to the Owner, whether or not liquidated damages are called for in the Contract Documents, the Owner shall be entitled to recover any damages caused by the Contractor's breach, including overhead, profit, extended general conditions, actual attorney fees, etc.

In the event the Contractor is hindered in the commencement or progress of the Work by the Work or the lack thereof or another contractor on the Project and in the event the Contractor claims damages as a direct and proximate consequence thereof (including but not limited to extended general conditions, acceleration, overhead, profit, overtime, interest, supervision or other costs or profits whatsoever), then the Contractor shall not assert such claims against the Owner, and, as to the Owner, the Contractor's claims of damages are hereby waived. The Contractor's sole and exclusive remedy regarding such claims for such damages shall be to pursue such claims directly against any contractor(s) on the job site that caused the circumstances, and with regard to such claims asserted against the Contractor by any other contractor(s), the Contractor hereby waives the defense of absence of contractual privity and hereby assumes liability to other contractor(s) arising out of the Contractor's actions resulting in similar types of damages and claims.

In the event of any interference in the completion of the Contractor's Work or scheduling of the Contractor's Work, including the sequence of that Work which is attributable to the Owner, and if it is determined by a court of competent jurisdiction that the Owner is liable for such delay despite the other terms of this Contract barring any Owner liability for damages for delay, then the Owner shall be liable to the Contractor for liquidated damages in the amount of not to exceed One Hundred Dollars (\$100) per day, maximum, which shall include all of the Contractor's claims, including by way of example, delays, compressions of schedule, lost productivity, lost profits, lost opportunities, out-of-sequence work, overhead, crowding, tools, equipment, rentals, etc.

ARTICLE 15 PAYMENTS AND COMPLETION

§ 15.1 Schedule of Values

§ 15.1.1 Where the Contract is based on a Stipulated Sum or the Cost of the Work with a Guaranteed Maximum Price pursuant to Section 3.2 or 3.4, the Contractor shall submit a schedule of values to the Architect. The Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values, allocating the entire Stipulated Sum or Guaranteed Maximum Price Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy required by the Architect. This schedule of values shall be used as a basis for Work, prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used in reviewing the Contractor's Applications for Payment. The schedule of values shall be prepared in such manner that the value associated for each major item of work and each subcontracted item of work is shown with materials and labor indicated separately on AIA Document G702A, Application and Certificate of Payment, Continuation Sheet.

§ 15.1.2 The allocation of the Stipulated Sum or Guaranteed Maximum Price under this Section 15.1 shall not constitute a separate stipulated sum or guaranteed maximum price for each individual line item in the schedule of values.

§ 15.2 Control Estimate

§ 15.2.1 Where the Contract Sum is the Cost of the Work, plus the Contractor's Fee without a Guaranteed Maximum Price pursuant to Section 3.3, the Contractor shall prepare and submit to the Owner a Control Estimate within 14 days of executing this Agreement. The Control Estimate shall include the estimated Cost of the Work plus the Contractor's Fee.

§ 15.2.2 The Control Estimate shall include:

- .1 the documents enumerated in Article 6, including all Modifications thereto;
- .2 a list of the assumptions made by the Contractor in the preparation of the Control Estimate to supplement the information provided by the Owner and contained in the Contract Documents;

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- ~~3~~ — a statement of the estimated Cost of the Work organized by trade categories or systems and the Contractor's Fee;
- ~~4~~ — a project schedule upon which the Control Estimate is based, indicating proposed Subcontractors, activity sequences and durations, milestone dates for receipt and approval of pertinent information, schedule of shop drawings and samples, procurement and delivery of materials or equipment the Owner's occupancy requirements, and the date of Substantial Completion; and
- ~~5~~ — a list of any contingency amounts included in the Control Estimate for further development of design and construction.

~~§ 15.2.3~~ When the Control Estimate is acceptable to the Owner and Architect, the Owner shall acknowledge it in writing. The Owner's acceptance of the Control Estimate does not imply that the Control Estimate constitutes a Guaranteed Maximum Price.

~~§ 15.2.4~~ The Contractor shall develop and implement a detailed system of cost control that will provide the Owner and Architect with timely information as to the anticipated total Cost of the Work. The cost control system shall compare the Control Estimate with the actual cost for activities in progress and estimates for uncompleted tasks and proposed changes. This information shall be reported to the Owner, in writing, no later than the Contractor's first Application for Payment and shall be revised and submitted with each Application for Payment.

~~§ 15.2.5~~ The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in the Control Estimate. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the Control Estimate and the revised Contract Documents.

§ 15.3 Applications for Payment

~~§ 15.3.1~~ At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 15.1, for completed portions of the Work. The application shall be notarized, if required; be supported by all data substantiating the Contractor's right to payment that the Owner or Architect require; shall reflect retainage if provided for in the Contract Documents; and include any revised cost control information required by Section 15.2.4. Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

~~§ 15.3.2~~ With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, Payment, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, releases/waivers of lien, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee.

~~§ 15.3.3~~ Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

~~§ 15.3.4~~ The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

§ 15.4 Certificates for Payment

~~§ 15.4.1~~ The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner of the Architect's reasons for withholding certification in whole or in part as provided in Section 15.4.3.

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

§ 15.4.3 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 15.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 15.4.1. If the Contractor and the Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 9.2.2, because of

- .1 defective Work not ~~remedied~~ remedied or the Contractor in default on the Agreement;
- .2 third-party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.
- .8 the Work not having progressed to the extent set forth in the Application for payment; or
- .9 representations of the Contractor are untrue.

§ 15.4.4 ~~When either party disputes the Architect's decision regarding a Certificate for Payment under Section 15.4.3, in whole or in part, that party may submit a Claim in accordance with Article 21.~~

If the Contractor disputes any determination by the Owner with regard to any Certificate for Payment, the Contractor shall nevertheless continue to expeditiously perform the Work and such dispute shall provide no basis for any manner of suspension of the Contractor's performance of the Work.

§ 15.5 Progress Payments

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

§ 15.5.2 Neither the Owner nor Architect shall have an obligation to pay or see to the payment of money to a Subcontractor or supplier except as may otherwise be required by law.

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

§ 15.5.4 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and

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all litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 15.6 Substantial Completion

§ 15.6.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents and when all required occupancy permits and/or approvals by any Authorities Having Jurisdiction, if any, have been issued so that the Owner can occupy or utilize the Work for its intended use.

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

§ 15.6.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. When the Architect determines that the Work or designated portion thereof is substantially complete, the Architect will issue a Certificate of Substantial Completion which shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

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

§ 15.6.5 Notwithstanding Section 15.6.2, as a condition precedent to establishing the date of Substantial Completion, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected (a "punch list"). The Contractor shall respond immediately to correct Work deficiencies and/or punch list items.

§ 15.6.6 The Contractor shall promptly notify the Architect, in writing, when the Work deficiencies and/or punch list items are completed. Upon the review of the Work by the Architect after such notification by the Contractor, if Work deficiencies and/or punch list items shall continue to exist, the Contractor shall reimburse the Owner its cost plus ten percent (10%) overhead and profit on any cost incurred by the Owner, including the Architect and Architect's fees for reinspections of the Work. Failure to pay such costs within ten (10) days of receipt of a demand regarding the same shall permit the Owner to pay such costs out of the retainage held by the Owner on the Contractor's contract.

§ 15.7 Final Completion and Final Payment

§ 15.7.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions stated in Section 15.7.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 15.7.2 Final payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

- § 15.7.3 The making of final payment shall constitute a waiver of claims by the Owner except those arising from
- .1 liens, claims, security interests or encumbrances arising out of the Contract and unsettled;
 - .2 failure of the Work to comply with the requirements of the Contract Documents;
 - .3 terms of special warranties required by the Contract Documents; or
 - .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 15.7.4 Acceptance of final payment by the Contractor, a Subcontractor or supplier shall constitute a waiver of all claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of the final Application for ~~Payment~~. Payment and specifically referenced as being an exception to the waiver contained in this Section.

ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY

§ 16.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take ~~reasonable precautions every reasonable~~ precaution for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, or replacement in the course of construction.

The Contractor shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury, or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 16.1.2 and 16.1.3. The Contractor may make a claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 9.15.

The Contractor shall take all reasonable safety precautions with respect to its Work and the work of others, shall comply with all standard industry safety measures and shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority and all other requirements of the Contract Documents, including those applicable to the safety of persons or property. The Contractor shall be responsible for the safety of all of the Contractor's employees and the safety of all of the Contractor's Subcontractors, suppliers, and their employees. The Contractor shall report in writing to the Architect any injury to any of Contractor's or its Subcontractors' employees at the site within one (1) day after the occurrence of such injury.

If the Contractor suffers injury or damage to person or property because of an act or omission of the Owner, or of others for whose acts the Owner is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the Owner within a reasonable time not exceeding twenty-one (21) days after discovery. The notice shall provide sufficient detail to enable the Owner to investigate the matter. This provision shall be for investigative purposes only and shall not eliminate or reduce a party's obligation to pursue claims. The Contractor's failure to do so shall be an irrevocable waiver of any claim arising out of such injury or damage. Injury or damage to persons or property suffered by the Owner because of an act or omission of the Contractor or others for whose acts the Contractor is legally responsible shall be subject to the limitations provisions established by Michigan law.

The Contractor causing damage to the Work of another Contractor shall be responsible for the repair and replacement of such damaged Work. Back charges shall be made against the Contract Sum of the damaging Contractor when corrections are not made promptly.

The Owner reserves the right to pay the Contractor originating the back charge from monies due the Contractor who is responsible for the Work required by same and shall deduct it from the Contract amount due the said responsible Contractor.

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The Contractor originating back charges will determine the amount of the back charges in accordance with Article 13, Changes in the Work, in order to obtain the Architect's approval.

§ 16.2 Hazardous Materials and Substances

§ 16.2.1 The Contractor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

~~**§ 16.2.2** To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact, the material or substance presents the risk of bodily injury or death as described in Section 16.2.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.~~

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

§ 16.3 Notification of Utility Companies

§ 16.3.1 At least five (5) working days prior to the start of Work in areas which may involve existing utility lines, the Contractor shall notify by certified mail with return receipt requested the Registered Utility Protection Service of the utility company possibly affected by the planned work.

§ 16.3.2 The utility company should, upon receipt of notice, stake, mark or otherwise designate the location (and depth) of their lines, or temporarily move the line(s).

§ 16.3.3 The Contractor shall immediately report to the respective utility company any break or leak in its lines, or any dent, gouge, groove or other damage to the utility line or to its coating or cathodic protection made or discovered in the course of the Work.

§ 16.3.4 The Contractor shall immediately alert the Owner, Architect and occupants of nearby premises of any and all emergencies caused or discovered in the utility line(s) in the course of the Work.

ARTICLE 17 INSURANCE AND BONDS

§ 17.1 Contractor's Insurance

§ 17.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this Section 17.1 or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the insurance required by this Agreement from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in ~~Section 18.4, unless a different duration is stated below:~~ Section 18.4.

Type of Insurance	Limit of liability (\$0.00)
Worker's Compensation	Statutory
Comprehensive General Liability	
a. Bodily Injury	\$ 1,000,000 Each Person / \$ 1,000,000 Each Occurrence
b. Personal Injury	\$ 1,000,000 Aggregate / \$ 1,000,000 General Aggregate
Automobile Liability	
a. Bodily Injury	\$ 1,000,000 Each Person / \$ 1,000,000 Each Occurrence
b. Property Damage	\$ 1,000,000 Each Occurrence
Independent Contractors	Same limits as preceding
Products and Complete Operations	Same limits as preceding for One (1) Year, commencing With issuance of final Certificate for Payment
Contractual Liability	Same limits as preceding

~~§ 17.1.2 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than (\$) each occurrence, (\$) general aggregate, and (\$) aggregate for products-completed operations hazard, providing coverage for claims including~~

- ~~.1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;~~
- ~~.2 personal and advertising injury;~~
- ~~.3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;~~
- ~~.4 bodily injury or property damage arising out of completed operations; and~~
- ~~.5 the Contractor's indemnity obligations under Section 9.15.~~

~~§ 17.1.3 Automobile Liability covering vehicles owned by the Contractor and non-owned vehicles used by the Contractor, with policy limits of not less than (\$) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.~~

~~§ 17.1.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 17.1.2 and 17.1.3, required, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.~~

~~§ 17.1.5 Workers' Compensation at statutory limits.~~

~~§ 17.1.6 Employers' Liability with policy limits not less than (\$) each accident, (\$) each employee, and (\$) policy limit.~~

~~§ 17.1.7 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than (\$) per claim and (\$) in the aggregate.~~

~~§ 17.1.8 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate.~~

~~§ 17.1.9 Coverage under Sections 17.1.7 and 17.1.8 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than (\$) per claim and (\$) in the aggregate.~~

~~§ 17.1.10 The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Section 17.1 at the following times: (1) prior to commencement of the Work; (2) upon renewal~~

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or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the period required by Section 17.1.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy.

§ 17.1.11 The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ 17.1.12 To the fullest extent permitted by law, the Contractor shall cause the commercial liability coverage required by this Section 17.1 to include (1) the Owner, the Architect, and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's Consultants, CG 20 32 07 04.

§ 17.1.13 Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.1, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 17.1.14 Other Insurance Provided by the Contractor

(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage

Limits

§ 17.2 Owner's Insurance

§ 17.2.1 Owner's Liability Insurance

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

§ 17.2.2 Property Insurance

§ 17.2.2.1 The Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed or materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section 17.2.2.2, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees. The term "temporary building", as used in this Section, shall not include job trailers of any party.

This policy will exclude any tools, equipment, scaffolding, glass breakage, etc., owned or rented by the Contractor or Subcontractors and material stored on the site but not incorporated into the Project. The Contractor shall be responsible for protecting all products until the date of Substantial Completion is established by the Architect/Engineer. The Contractor shall replace any Work if damaged before Substantial Completion. The Contractor may assume the risk itself or obtain insurance in amounts it deems sufficient.

§ 17.2.2.2 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section 17.2.2.1 or, if necessary, replace the insurance policy required under Section 17.2.2.1 with

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property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 18.4.

§ 17.2.2.3 If the insurance required by this Section 17.2.2 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ 17.2.2.4 If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 18.4, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ 17.2.2.5 Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Section 17.2.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by this Section 17.2.2. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ 17.2.2.6 Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.2.2, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 17.2.2.7 Waiver of Subrogation

Superior to any other term in this Agreement, any reference in this document to "waiver of subrogation" or such similar term in this document is hereby deleted and shall be declared to no effect.

~~§ 17.2.2.7.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by this Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 17.2.2.7 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.~~

§ 17.2.2.7.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 17.2.2.7.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 17.2.2.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements, written where legally required for validity, the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

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§ 17.2.3 Other Insurance Provided by the Owner

(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage

Limits

§ 17.3 Performance Bond and Payment Bond

~~§ 17.3.1 The Owner shall have the right to require the Contractor to~~ Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in the Contract Documents ~~Documents, each in the penal sum of 100% of the Contract Sum and in accordance with applicable law,~~ on the date of execution of the Contract.

~~§ 17.3.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.~~

~~§ 17.4.3 The Architect shall obtain copies of the Performance Bond and Payment Bond, if required by the Owner, prior to the Contractor beginning performance pursuant to the Agreement.~~

ARTICLE 18 CORRECTION OF WORK

~~§ 18.1 The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed, or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense, unless compensable under Section A.1.7.3 in Exhibit A, Determination of the Cost of the Work.~~

~~§ 18.2 In addition to the Contractor's obligations under Section 9.4, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 15.6.3, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.~~

~~§ 18.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 8.3.~~

~~§ 18.4 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.~~

~~§ 18.5 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Article 18.~~

ARTICLE 19 MISCELLANEOUS PROVISIONS

§ 19.1 Assignment of Contract

Neither party to the Contract shall assign the Contract without written consent of the other, except that the Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 19.2 Governing Law

The Contract shall be governed by the law of the ~~place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern~~ Section 21.6.State of Michigan.

§ 19.3 Tests and Inspections

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

§ 19.4 The Owner's representative:

(Name, address, email address and other information)

Joe Hart, Director of Finance & Operations
Gaylord Community Schools
615 South Elm Avenue
Gaylord, MI 49735

§ 19.5 The Contractor's representative:

(Name, address, email address and other information)

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

ARTICLE 20 TERMINATION OF THE CONTRACT

§ 20.1 Termination by the Contractor

If the Architect fails to certify payment as provided in Section 15.4.1 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 4.1.3 for a period of 30 days, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 20.2 Termination by the Owner for Cause

§ 20.2.1 The Owner may terminate the Contract if the Contractor

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

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.5 fails to prosecute the Work or any part thereof with promptness and diligence, fails to perform any provisions of this Agreement, goes into bankruptcy or liquidation, makes an assignment for the benefit of creditors, enters into a composition with its creditors or becomes insolvent.

§ 20.2.2 When any of the reasons described in Section 20.2.1 exists, the Owner, upon certification by the Architect that sufficient cause exists to justify such action, may, without prejudice to any other remedy the Owner may have and after giving the Contractor ~~seven~~three days' notice, terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 20.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 20.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 20.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner in pursuing termination and completion of the Work, including actual attorney and legal fees and costs, and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect, upon application, and this obligation for payment shall survive termination of the Contract.

§ 20.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Owner shall pay the Contractor for Work executed; and costs incurred by reason of such termination, including costs attributable to termination of ~~Subcontracts; and a termination fee, if any, as follows:~~Subcontracts.

(Insert the amount of or method for determining the fee payable to the Contractor by the Owner following a termination for the Owner's convenience, if any.)

ARTICLE 21 CLAIMS AND DISPUTES

§ 21.1 Claims, disputes, and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Architect but excluding those arising under Section 16.2, shall be referred initially to the Architect for decision. Such matters, except those waived as provided for in Section 21.11 and Sections 15.7.3 and 15.7.4, shall, after initial decision by the Architect or 30 days after submission of the matter to the Architect, be subject to mediation as a condition precedent to binding dispute resolution. The Contractor shall not knowingly (as "knowingly" is defined in the Federal False Claims Act, 31 USC 3729, et seq.) present or cause to be presented a false or fraudulent claim. As a condition precedent to making a claim by the Contractor, the claim shall be accompanied by an affidavit sworn to before a notary public or other person authorized to administer oaths in the State of Michigan and executed by an authorized representative of the Contractor, which states that: "The claim which is submitted herewith complies with Section 21.1 of the Owner/Contractor Agreement, as amended, which provides that the Contractor shall not knowingly present or cause to be presented a false or fraudulent claim."

§ 21.2 Notice of Claims

§ 21.2.1 Claims by ~~either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 18.2,~~ shall be initiated by notice to the Architect within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. A failure to timely raise such claims in accordance with the 21-day period stated in this section shall be an absolute bar against and waiver of pursuing such claims against the Owner.

§ 21.2.2 Claims by ~~either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 18.2,~~ shall be initiated by notice to the ~~other party of the Owner~~ shall be governed by the relevant Michigan statutory limitations period.

§ 21.2.3 Surety Notice and Prior Approval

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Except where otherwise expressly required by the terms of the Agreement, the Contract Documents or the General Conditions, exercise by the Owner of any contractual or legal right or remedy without prior notice to or approval by the Contractor's surety shall in no way bar or prohibit the Owner's ability to pursue such right or remedy. Further, pursuit of such a right or remedy without prior notice to or approval of surety shall in no way compromise, limit or bar any claim by the Owner against a surety bond of the Contractor.

§ 21.3 Time Limits on Claims

The Owner and Contractor shall commence all claims and causes of action against the other and arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in this Agreement whether in contract, tort, breach of warranty, or otherwise, within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the ~~Work-Project~~. For purposes of such statutory periods that are tied to use or acceptance of the Work, the parties intend that these periods are to begin upon Substantial Completion of the Project. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 21.3.

Regardless of any provisions to the contrary, the statute of limitations with respect to any defective or nonconforming Work which is not discovered by the Owner shall not commence until the discovery of such defective or nonconforming Work by the Owner.

§ 21.4 If a claim, dispute or other matter in question relates to or is the subject of a mechanic's lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

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

~~**§ 21.6** If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association, in accordance with the Construction Industry Arbitration Rules in effect on the date of this Agreement. Demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

§ 21.7 ~~Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either~~ Either party, at its sole discretion, may consolidate ~~an arbitration conducted a claim asserted~~ under this Agreement with any other ~~arbitration court action to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations the actions to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~ law.

~~**§ 21.8** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, any party to an arbitration may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described in the written Consent.~~

~~§ 21.9 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.~~

§ 21.10 Continuing Contract Performance

Pending final resolution of a Claim, except as otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 21.11 Waiver of Claims for Consequential Damages

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

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

This ~~mutual~~ waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 20. Nothing contained in this Section 21.11 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

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

GAYLORD COMMUNITY SCHOOLS

OWNER *(Signature)*

Brian Pearson, Superintendent
(Printed name and title)

CONTRACTOR *(Signature)*

(Printed name and title)

SECTION 01 10 00

SUMMARY

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Contract description.
- B. Work by Owner.
- C. Contractor's use of site and premises.
- D. Owner occupancy.
- E. Specification Conventions.

1.2 CONTRACT DESCRIPTION

- A. Work of the Project includes reroofing of portions of the Gaylord Intermediate School (GIS) building as described in the Contract Documents.
- B. Perform Work of Contract under stipulated sum contract with Owner in accordance with Conditions of Contract.

1.3 WORK BY OWNER

- A. Items noted NIC (Not in Contract) or By Owner will be furnished and installed by Owner and/or Owners independent contractor.
- B. Remove and deliver to Owner items specifically noted in the drawings and specifications prior to start of work.

1.4 CONTRACTOR'S USE OF SITE AND PREMISES

- A. Limit use of site and premises to allow:
 - 1. Owner occupancy.
 - 2. Work by Others and Work by Owner.
 - 3. Use of site and premises by the public.
- B. Emergency Building Exits During Construction: Maintain required means of egress from Owner occupied areas at all times during construction.
- C. Contractor is responsible for restoration of site areas damaged during execution of the work to original or better condition.

1.5 OWNER OCCUPANCY

- A. The Owner will occupy the premises during the entire period of construction for the conduct of normal operations.

- B. Cooperate with Owner to minimize conflict, and to facilitate Owner's operations.
- C. Schedule the Work to accommodate Owner occupancy.

1.6 SPECIFICATION CONVENTIONS

- A. These specifications are written in imperative mood and streamlined form. This imperative language is directed to the Contractor, unless specifically noted otherwise. The words "shall be" are included by inference where a colon (:) is used within sentences or phrases.
- B. The Architect has endeavored to prepare Contract Documents without conflicts or inconsistencies, however it shall be recognized by the Contractor that conflicts and inconsistencies in the Drawings and Specifications may occasionally occur. As such, in case of a conflict or inconsistency in the Drawings or Specifications not brought to the Architects attention prior to Bidding and/or clarified by Addendum, the Contractor shall have deemed to include the higher quantity or quality of material, or more labor intensive or costly installation in the Bid.
- C. The Architect has endeavored to coordinate various aspects of the project in the preparation of the Contract Documents, however it shall be recognized by the Contractor that components of the work of any one trade may be identified at various locations throughout the Contract Documents. As such, the Contractor is responsible for the Work identified in the Contract Documents as a whole, irrespective of the specific locations of the information provided.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01 20 00

PRICE AND PAYMENT PROCEDURES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Contingency allowances.
- B. Schedule of values.
- C. Applications for payment.
- D. Change procedures.
- E. Defect assessment.
- F. Unit Prices

1.2 CONTINGENCY ALLOWANCES

- A. A Contingency Allowance has been established by the Owner.
- B. Funds will be drawn from Contingency Allowance only by Change Order.

1.3 SCHEDULE OF VALUES

- A. Submit printed schedule on AIA Form G703 - Continuation Sheet for G702. Contractor's standard form or electronic media printout following format of specified AIA form will be considered.
- B. Submit Schedule of Values in duplicate within 7 days after date of Owner-Contractor Agreement.
- C. Format: Utilize Table of Contents of this Project Manual. Identify each line item with number and title of major specification Section. Identify site mobilization, bonds and insurance, and General Requirements as separate line items.
- D. Include within each line item, direct proportional amount of Contractor's overhead and profit.
- E. Revise schedule to list approved Change Orders, with each Application For Payment.

1.4 APPLICATIONS FOR PAYMENT

- A. Submit three copies of each application on AIA Form G702 - Application and Certificate for Payment and AIA G703 - Continuation Sheet for G702 or approved Contractor's electronic media driven form.
- B. Content and Format: Utilize Schedule of Values for listing items in Application for Payment.
- C. Payment Period: Submit at intervals stipulated in the Agreement.

- D. Submit with transmittal letter as specified for Submittals in Section 01 33 00 - Submittal Procedures.
- E. Submit a fully executed Sworn Statement indicating all monies owed as of the date of application.
- F. Submit waivers of lien for each subcontractor and supplier included on the sworn statement. Payment will not be released without verification of waivers for the full balance of the previous payment.
- G. Substantiating Data: When Architect/Engineer requires substantiating information, submit data justifying dollar amounts in question. Include the following with Application for Payment:
 - 1. Partial release of liens from major subcontractors and vendors.
 - 2. Affidavits attesting to off-site stored products.

1.5 CHANGE PROCEDURES

- A. Submittals: Submit name of individual authorized to receive change documents, and be responsible for informing others in Contractor's employ or Subcontractors of changes to the Work.
- B. The Architect/Engineer will advise of minor changes in the Work not involving adjustment to Contract Sum/Price or Contract Time by issuing supplemental instructions in writing to the Contractor.
- C. The Architect/Engineer may issue a Proposal Request or Bulletin including a detailed description of proposed change with supplementary or revised Drawings and specifications. Contractor will prepare and submit estimate of cost and any required change in Contract Time within 14 days.
- D. Contractor may propose changes by submitting a request for change to Architect/Engineer, describing proposed change and its full effect on the Work. Include a statement describing reason for the change, and effect on Contract Sum/Price and Contract Time with full documentation and a statement describing effect on Work by separate or other Contractors.
- E. Stipulated Sum/Price Change Order: Based on Proposal Request (Bulletins) and Contractor's fixed price quotation or Contractor's request for Change Order as approved by Architect/Engineer.
- F. Unit Price Change Order: For contract unit prices and quantities, the Change Order will be executed on fixed unit price basis. For unit costs or quantities of units of work which are not pre-determined, execute Work under Construction Change Directive. Changes in Contract Sum/Price or Contract Time will be computed as specified for Time and Material Change Order.
- G. Construction Change Directive: Architect/Engineer may issue directive, on AIA Form G713 Construction Change Directive signed by Owner, instructing Contractor to proceed with change in the Work, for subsequent inclusion in a Change Order. Document will describe changes in the Work, and designate method of determining any change in Contract Sum/Price or Contract Time. Promptly execute change.
- H. Time and Material Change Order: Submit itemized account and supporting data after completion of change, within time limits indicated in Conditions of the Contract. Architect/Engineer will determine change allowable in Contract Sum/Price and Contract Time as provided in Contract Documents.

- I. Maintain detailed records of work done on Time and Material basis. Provide full information required for evaluation of proposed changes, and to substantiate costs for changes in the Work.
- J. Document each quotation for change in cost or time with sufficient data to allow evaluation of quotation.
- K. Change Order Forms: AIA G701 Change Order.
- L. Execution of Change Orders: Architect/Engineer will issue Change Orders for signatures of parties as provided in Conditions of the Contract.
- M. Correlation Of Contractor Submittals:
 - 1. Promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as separate line item and adjust Contract Sum/Price.
 - 2. Promptly revise progress schedules to reflect change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.
 - 3. Promptly enter changes in Project Record Documents.

1.6 DEFECT ASSESSMENT

- A. Replace the Work, or portions of the Work, not conforming to specified requirements.
- B. If, in the opinion of the Architect/Engineer, it is not practical to remove and replace the Work, the Architect/Engineer will direct appropriate remedy or adjust payment.
- C. The defective Work may remain, but unit sum/price will be adjusted to new sum/price at discretion of Owner.
- D. Defective Work will be partially repaired to instructions of Architect/Engineer, and unit sum/price will be adjusted to new sum/price at discretion of Owner.
- E. Individual specification sections may modify these options or may identify specific formula or percentage sum/price reduction.
- F. Authority of Architect/Engineer to assess defects is final.

1.7 UNIT PRICES

- A. Authority: Measurement methods are delineated in individual specification sections.
- B. Measurement methods delineated in individual specification sections complement criteria of this section. In event of conflict, requirements of individual specification section govern.
- C. Take measurements and compute quantities. Architect will verify measurements and quantities.
- D. Payment Includes: Full compensation for required labor, products, tools, equipment, plant and facilities, transportation, services and incidentals; erection, application or installation of item of the Work; overhead and profit.
- E. Final payment for Work governed by unit prices will be made on basis of actual measurements and quantities accepted by Architect/Engineer multiplied by unit sum/price for Work incorporated in or made necessary by the Work.

F. Measurement Of Quantities:

1. Measurement by Volume: Measured by cubic dimension using mean length, width and height or thickness.
2. Measurement by Area: Measured by square dimension using mean length and width or radius.
3. Linear Measurement: Measured by linear dimension, at item centerline or mean chord.
4. Stipulated Sum/Price Measurement: Items measured by volume, area, or linear means or combination, as appropriate, as completed item or unit of the Work.

G. Unit Price Schedule:

1. Item: Remove saturated roof insulation and replace with new; Section 07 54 19.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01 30 00

ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Coordination and project conditions.
- B. Preconstruction meeting.
- C. Periodic construction visits.
- D. Project Record Documents.
- E. Acceptance of Preceding Work.

1.2 COORDINATION AND PROJECT CONDITIONS

- A. Coordinate scheduling, submittals, and Work of various sections of Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- B. Coordinate completion and clean-up of Work of separate sections in preparation for Substantial Completion.
- C. After Owner occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

1.3 PRECONSTRUCTION MEETING - Not Used

1.4 PERIODIC CONSTRUCTION VISITS

- A. The Architect and Owner will visit the project site periodically. The purpose of the visits will be to monitor the progress and quality of the work.
- B. The Contractor's Site Superintendent shall be available for meetings with the Architect and Owner.
- C. Agenda:
 - 1. Review of Work in progress.
 - 2. Field observations, problems, and decisions.
 - 3. Identification of problems which impede planned progress.
 - 4. Maintenance of progress schedule.
 - 5. Corrective measures to regain projected schedules.
 - 6. Planned progress during succeeding work period.
 - 7. Maintenance of quality and work standards.
 - 8. Other business relating to Work.

1.5 PROJECT RECORD DOCUMENTS

- A. Contractor shall maintain and update Project Record Drawings (As-Built Drawings) on site during construction. Contractor and each Subcontractor shall be responsible to update the as built drawings on a weekly basis.
- B. Project Record Documents shall be available for review by the Architect.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION

3.1 ACCEPTANCE OF PRECEDING WORK

- A. Before starting any operation, each Contractor(s) shall examine work performed by others to which their work adjoins or is applied and shall report to the Architect any conditions that will prevent satisfactory accomplishment of their work.
- B. Failure to notify the Architect of deficiencies or faults in preceding work will constitute acceptance thereof and waive of any claims to its usability.

END OF SECTION

SECTION 01 33 00

SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Submittal procedures.
- B. Product data.
- C. Shop drawings.
- D. Samples.
- E. Design data.
- F. Test reports.
- G. Certificates.
- H. Manufacturer's instructions.
- I. Manufacturer's field reports.

1.2 SUBMITTAL PROCEDURES

- A. Electronic Submittals: Prepare and transmit submittals of Product Data, Shop Drawings, Design Data, Test Reports, Certificates, Manufacturer's Instructions, and Erection Drawings to Architect in electronic (.pdf) format.
- B. Samples: Where specifications require the submittal of samples for verification or selection, submit physical samples and/or physical color charts to the Architect. Electronic reproductions of color charts will not be accepted. Include Contractor's transmittal form identifying Project, Contractor, subcontractor and supplier; product designated by name indicated in specifications.
- C. Transmit electronic submittals with Contractor's transmittal form:
 - 1. Sequentially number submittals. Include the specification section in the submittal numbering system including product designated by name indicated in specifications.
 - 2. Identify Project, Contractor, subcontractor and supplier.
- D. Include Contractor's certification (stamp), signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with requirements of the Work and Contract Documents.
- E. Schedule submittals to expedite Project. Coordinate submission of related items.

- F. For each submittal for review, allow 15 days excluding delivery time to and from Contractor. Submittals for long lead time items shall be expedited by the Contractor in order to allow for the Owner's completion schedule. Notify Architect/Engineer of long lead time items requiring expedited review.
- G. Where submittals are broad form, mark submittals to indicate specific products proposed.
- H. Identify variations from Contract Documents and product or system limitations which may be detrimental to successful performance of completed Work.
- I. Architect will return files electronically following review. Contractor shall distribute copies of reviewed submittals to appropriate parties.
- J. Contractor shall produce and provide a paper copy of approved submittals to the Architect, and to governing authorities upon request.
- K. Where specified in specific Submittals Articles, Contractor shall provide a paper copy of approved submittals to the Owner at closeout.
- L. When required to be revised for resubmission, revise or include designated items and resubmit complete submittal package.
- M. Submittals not requested will not be recognized or processed.

1.3 PRODUCT DATA

- A. Product Data: Submit to Architect/Engineer for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.
- B. Submit number of copies Contractor requires, plus one copy Architect/Engineer will retain, and one copy to be turned over to the Owner at Closeout.
- C. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- D. After review, produce copies and distribute in accordance with SUBMITTAL PROCEDURES article and for record documents described in Section 01 70 00 - Execution and Closeout Requirements.

1.4 SHOP DRAWINGS

- A. Shop Drawings: Submit to Architect/Engineer for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.
- B. When required by individual specification sections, provide shop drawings signed and sealed by professional engineer responsible for designing components shown on shop drawings.
 - 1. Include signed and sealed calculations to support design.
 - 2. Submit drawings and calculations in form suitable for submission to and approval by authorities having jurisdiction.
 - 3. Make revisions and provide additional information when required by authorities having jurisdiction.

- C. Submit number of opaque reproductions Contractor requires, plus one copy Architect/Engineer will retain, and one copy to be turned over to the Owner at Closeout.
- D. After review, produce copies and distribute in accordance with SUBMITTAL PROCEDURES article and for record documents described in Section 01 70 00 - Execution and Closeout Requirements.

1.5 SAMPLES

- A. Samples: Submit to Architect/Engineer for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.
- B. Samples For Selection as Specified in Product Sections:
 - 1. Submit to Architect/Engineer for aesthetic, color, or finish selection.
 - 2. Submit samples of finishes from full range of manufacturers' standard colors, including premium and/or custom colors where specified, textures, and patterns for Architect/Engineer selection.
- C. Submit samples to illustrate functional and aesthetic characteristics of Products, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
- D. Include identification on each sample, with full Project information.
- E. Submit number of samples specified in individual specification sections; Architect/Engineer will retain sample.
- F. Samples will not be used for testing purposes unless specifically stated in specification section.
- G. Architect will issue a schedule indicating colors selected.

1.6 DESIGN DATA

- A. Submit for Architect/Engineer's knowledge as contract administrator or for Owner.
- B. Submit for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.

1.7 TEST REPORTS

- A. Submit for Architect/Engineer's knowledge as contract administrator or for Owner.
- B. Submit test reports for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.

1.8 CERTIFICATES

- A. When specified in individual specification sections, submit certification by manufacturer, installation/application subcontractor, or Contractor to Architect/Engineer, in quantities specified for Product Data.
- B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.

- C. Certificates may be recent or previous test results on material or Product, but must be acceptable to Architect/Engineer.

1.9 MANUFACTURER'S INSTRUCTIONS

- A. When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, to Architect/Engineer for delivery to Owner in quantities specified for Product Data.
- B. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

1.10 MANUFACTURER'S FIELD REPORTS

- A. Submit reports for Architect/Engineer's benefit as contract administrator or for Owner.
- B. Submit report in duplicate within 5 days of observation to Architect/Engineer for information.
- C. Submit for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01 40 00

QUALITY REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Quality control and control of installation.
- B. Tolerances.
- C. References.
- D. Labeling.
- E. Manufacturers' field services.
- F. Examination.
- G. Preparation.

1.2 QUALITY CONTROL AND CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. When manufacturers' instructions conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.
- D. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Perform Work by persons qualified to produce required and specified quality.
- F. Verify field measurements are as indicated on Shop Drawings or as instructed by manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.

1.3 TOLERANCES

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' tolerances. When manufacturers' tolerances conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.

- C. Adjust products to appropriate dimensions; position before securing products in place.

1.4 REFERENCES

- A. For products or workmanship specified by association, trade, or other consensus standards, comply with requirements of standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard by date of issue current on date of Contract Documents, except where specific date is established by code.
- C. Obtain copies of standards where required by product specification sections.
- D. When specified reference standards conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.
- E. Neither contractual relationships, duties, nor responsibilities of parties in Contract nor those of Architect/Engineer shall be altered from Contract Documents by mention or inference otherwise in reference documents.

1.5 LABELING

- A. Attach label from agency approved by authority having jurisdiction for products, assemblies, and systems required to be labeled by applicable code.
- B. Label Information: Include manufacturer's or fabricator's identification, approved agency identification, and the following information, as applicable, on each label.
 - 1. Model number.
 - 2. Serial number.
 - 3. Performance characteristics.

1.6 MANUFACTURERS' FIELD SERVICES

- A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust and balance of equipment as applicable, and to initiate instructions when necessary.
- B. Submit qualifications of observer to Architect/Engineer 30 days in advance of required observations.
- C. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.
- D. Refer to Section 01 33 00 - Submittal Procedures, MANUFACTURERS' FIELD REPORTS article.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify existing site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.
- B. Verify existing substrate is capable of structural support or attachment of new Work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.
- D. Verify utility services are available, of correct characteristics, and in correct locations.

3.2 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying new material or substance in contact or bond.

END OF SECTION

SECTION 01 50 00

TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Temporary Utilities:
 - 1. Temporary electricity.
 - 2. Telephone service.
 - 3. Email service.
 - 4. Temporary sanitary facilities.
- B. Construction Facilities:
 - 1. Vehicular access.
 - 2. Parking.
 - 3. Progress cleaning and waste removal.
- C. Temporary Controls:
 - 1. Barriers.
 - 2. Security.
- D. Removal of utilities, facilities, and controls.

1.2 TEMPORARY ELECTRICITY

- A. Owner will pay cost of energy used. Exercise measures to conserve energy. Utilize Owner's existing power service.
- B. Permanent convenience receptacles may be utilized during construction.

1.3 TELEPHONE SERVICE

- A. Provide, maintain, and pay for telephone service to field office at time of project mobilization.

1.4 EMAIL SERVICE

- A. Provide, maintain and pay for email service to site Superintendent and Project Manager at time of project mobilization

1.5 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain required facilities and enclosures. Existing facility use is not permitted. Provide facilities at time of project mobilization.

1.6 VEHICULAR ACCESS

- A. Use designated existing on-site roads and parking areas for construction traffic.

1.7 PARKING

- A. Use of designate existing on-site streets and driveways used for construction traffic is permitted. Tracked vehicles not allowed on paved areas.
- B. Use of existing parking facilities by construction personnel is permitted. Do not park in lawn or landscaped areas.
- C. Do not allow heavy vehicles or construction equipment in parking areas.

1.8 PROGRESS CLEANING AND WASTE REMOVAL

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in clean and orderly condition.
- B. Collect and remove waste materials, debris, and rubbish from site weekly and dispose off-site.
- C. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

1.9 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas, to allow for Owner's use of site, and to protect existing facilities and adjacent properties from damage from construction operations.
- B. Provide barricades and for public access to existing building.
- C. Provide protection for plants designated to remain. Replace damaged plants.
- D. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

1.10 SECURITY

- A. Security Program:
 - 1. Protect Work from theft, vandalism, and unauthorized entry.
 - 2. Initiate program in coordination with Owner's existing security system at project mobilization.
 - 3. Maintain program throughout construction period until Owner acceptance precludes need for Contractor security.

1.11 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, materials, prior to Substantial Completion inspection.
- B. Clean and repair damage caused by installation or use of temporary work.
- C. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.
- D. Restore site areas damaged during construction.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01 60 00

PRODUCT REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Products.
- B. Product delivery requirements.
- C. Product storage and handling requirements.
- D. Product options.
- E. Product substitution procedures.

1.2 PRODUCTS

- A. Furnish products of qualified manufacturers suitable for intended use. Furnish products of each type by single manufacturer unless specified otherwise.
- B. Do not use materials and equipment removed from existing premises, except as specifically permitted by Contract Documents.
- C. Furnish interchangeable components from same manufacturer for components being replaced.

1.3 PRODUCT DELIVERY REQUIREMENTS

- A. Transport and handle products in accordance with manufacturer's instructions.
- B. Promptly inspect shipments to ensure products comply with requirements, quantities are correct, and products are undamaged.
- C. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.

1.4 PRODUCT STORAGE AND HANDLING REQUIREMENTS

- A. Store and protect products in accordance with manufacturers' instructions.
- B. Store with seals and labels intact and legible.
- C. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.
- D. For exterior storage of fabricated products, place on sloped supports above ground.
- E. Provide bonded off-site storage and protection when site does not permit on-site storage or protection.

- F. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- G. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- H. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.
- I. Products stored on the roof shall be distributed evenly over the roof area as to not overload structural capacities of load bearing members or components.

1.5 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Products of one of manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with an "Or Equal" provision: Any Product meeting the quality standards or description. Pre-bid requests for approval of Products specified with an "or equal" provision will not be acknowledged. Acceptability of "or equal" Products will be determined by the Architect during the submittal process based upon the quality or suitability of the Product proposed.
- D. Products Specified by Naming One or More Manufacturers with Provision for Substitutions: Submit request for substitution for any manufacturer not named in accordance with the following article.

1.6 PRODUCT SUBSTITUTION PROCEDURES

- A. Instructions to Bidders specify time restrictions for submitting requests for Substitutions during bidding period to requirements specified in this section.
- B. Post-Bid Substitutions will only be considered when a product becomes unavailable through no fault of Contractor.
- C. Document each request with complete data substantiating compliance of proposed Substitution with Contract Documents.
- D. A request constitutes a representation that Bidder:
 - 1. Has investigated proposed product and determined that it meets or exceeds quality level of specified product.
 - 2. Will provide same warranty for Substitution as for specified product.
 - 3. Will coordinate installation and make changes to other Work which may be required for the Work to be complete with no additional cost to Owner.
 - 4. Waives claims for additional costs or time extension which may subsequently become apparent.
 - 5. Will reimburse Owner and/or Architect/Engineer for review or redesign services associated with re-approval by authorities having jurisdiction.

- E. Substitutions will not be considered when they are indicated or implied on Shop Drawing or Product Data submittals, without separate written request, or when acceptance will require revision to Contract Documents.

PART 2 PRODUCTS – Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01 70 00

EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Closeout procedures.
- B. Final cleaning.
- C. Project record documents.
- D. Operation and maintenance data.
- E. Manual for materials and finishes.
- F. Product warranties and product bonds.

1.2 CLOSEOUT PROCEDURES

- A. Submit certification that the work is Substantially Complete and approved for occupancy by the Authority Having Jurisdiction, and Contractor's list of items to be completed to the Architect.
- B. Architect will inspect the work and will prepare a list of items to be corrected or completed for final acceptance of the work.
- C. Submit written certification that Contract Documents have been reviewed, and that Work is complete in accordance with Contract Documents and ready for Architect/Engineer's final review. Architect will visit the site and will verify that all items have been properly completed and/or corrected.
- D. Contractor shall reimburse the Owner for all re-inspection costs incurred as a result of Contractor's failure to complete and/or correct all items identified by the Architect. Charges to the Contractor shall be made at such times and in such amounts as the Architect invoices the Owner under the rate schedule in effect at the time of service. Such charges to the Contractor will be deducted from the Contractor's progress payment or final payment as applicable.
- E. Provide submittals to Architect/Engineer required by authorities having jurisdiction.
- F. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.
- G. Owner will occupy all of building as specified in Section 01 10 00 - Summary.

1.3 FINAL CLEANING

- A. Clean debris from roofs, gutters, downspouts, and drainage systems.
- B. Clean site; sweep paved areas, rake clean landscaped surfaces.

- C. Remove waste and surplus materials, rubbish, and construction facilities from site.

1.4 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
 - 1. Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change Orders and other modifications to the Contract.
 - 5. Reviewed Shop Drawings, Product Data, and Samples.
 - 6. Manufacturer's instruction for assembly, installation, and adjusting.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress, not less than weekly.
- E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
 - 1. Manufacturer's name and product model and number.
 - 2. Product substitutions or alternates utilized.
 - 3. Changes made by Addenda and modifications.
- F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
 - 1. Field changes of dimension and detail.
 - 2. Details not on original Contract drawings.
- G. Submit documents to Architect/Engineer with claim for final Application for Payment.

1.5 OPERATION AND MAINTENANCE DATA

- A. Submit data bound in 8-1/2 x 11 inch (A4) text pages, three D side ring binders with durable plastic covers.
- B. Prepare binder cover with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS", title of project, and subject matter of binder when multiple binders are required.
- C. Internally subdivide binder contents with permanent page dividers, logically organized as described below; with tab titling clearly printed under reinforced laminated plastic tabs.
- D. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.
- E. Contents: Prepare Table of Contents for each volume, with each product or system description identified, typed on white paper, in three parts as follows:
 - 1. Part 1: Directory, listing names, addresses, and telephone numbers of Architect/Engineer, Contractor, Subcontractors, and major equipment suppliers.

2. Part 2: Operation and maintenance instructions, arranged by system and subdivided by specification section. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers. Identify the following:
 - a. Significant design criteria.
 - b. Parts list for each component.
 - c. Maintenance instructions for equipment and systems.
 - d. Maintenance instructions for special finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.
3. Part 3: Project documents and certificates, including the following:
 - a. Shop drawings and product data.
 - b. Certificates.
 - c. Photocopies of warranties and bonds.

1.6 MANUAL FOR MATERIALS AND FINISHES

- A. Submit one copy of completed volumes 15 days prior to final inspection. Draft copy will be reviewed and returned, with Architect/Engineer comments. Revise content of document sets as required prior to final submission.
- B. Submit two sets of revised final volumes in final form with claim for Final Application for Payment.
- C. Building Products, Applied Materials, and Finishes: Include product data, with catalog number, size, composition, and color and texture designations. Include information for re-ordering custom manufactured products.
- D. Instructions for Care and Maintenance: Include manufacturer's recommendations for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.
- E. Moisture Protection and Weather Exposed Products: Include product data listing applicable reference standards, chemical composition, and details of installation. Include recommendations for inspections, maintenance, and repair.
- F. Additional Requirements: As specified in individual product specification sections.
- G. Include listing in Table of Contents for design data, with tabbed fly sheet and space for insertion of data.

1.7 PRODUCT WARRANTIES AND PRODUCT BONDS

- A. Obtain warranties and bonds executed in duplicate by responsible subcontractors, suppliers, and manufacturers, within ten days after completion of applicable item of work.
- B. Execute and assemble transferable warranty documents and bonds from subcontractors, suppliers, and manufacturers.
- C. Verify documents are in proper form, contain full information, and are notarized.
- D. Co-execute submittals when required.
- E. Include Table of Contents and assemble in three D side ring binder with durable plastic cover.

F. Submit prior to final Application for Payment.

G. Time Of Submittals:

1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within ten days after acceptance.
2. Make other submittals within ten days after Date of Substantial Completion, prior to final Application for Payment.
3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within ten days after acceptance, listing date of acceptance as beginning of warranty or bond period.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 07 54 19

POLYVINYL-CHLORIDE ROOFING

PART 1 GENERAL

1.1 SUMMARY

- A. Partial removal of roofing system components including designated roof coverings, designated flashings and edge metal trim. Roof recovering system including slip sheet as designated and/or required by manufacturer, insulation as designated, roof covering, accessories, flashings and edge metal.

1.2 REFERENCES

- A. ASTM International:
1. ASTM C208 - Standard Specification for Cellulosic Fiber Insulating Board.
 2. ASTM C552 - Standard Specification for Cellular Glass Thermal Insulation.
 3. Insulation.
 4. ASTM C920 - Standard Specification for Elastomeric Joint Sealants.
 5. ASTM C1371-98 - Standard Test Method for Determination of Emittance of Materials Near Room Temperature Using Portable Emissometers.
 6. Construction.
 7. ASTM D570 – Standard Test Method for Water Absorption of Plastics.
 8. ASTM D751 – Standard Test Methods for Coated Fabrics.
 9. ASTM D1204 – Standard Test Method for Linear Dimension Changes of Nonrigid Thermoplastic Sheeting or Film at Elevated Temperature.
 10. ASTM D2136 – Standard Test Method for Coated Fabrics Low –Temperature Bend Test.
 11. ASTM D3045 – Standard Practice for Heat Aging of Plastics Without Load.
 12. ASTM D5602 – Standard Test Method for Static Puncture Resistance of Roofing Membrane Specimens.
 13. ASTM D5635 – Standard Test Method for Dynamic Puncture Resistance of Roofing Membrane Specimens.
 14. ASTM E96/E96M - Standard Test Methods for Water Vapor Transmission of Materials.
 15. ASTM E108 - Standard Test Methods for Fire Tests of Roof Coverings.
 16. ASTM G21 – Standard Practice of Determining Resistance of Synthetic Polymeric Materials to Fungi.
 17. ASTM G90 – Standard Practice for Performing Accelerated Outdoor Weathering on Nonmetallic Materials Using Concentrated Natural Sunlight.
 18. ASTM G154 – Standard Practice for Operating Fluorescent Light Apparatus for UV Exposure on Nonmetallic Materials.
- B. FM Global:
1. FM DS 1-28 - Wind Loads to Roof Systems and Roof Deck Securement.
 2. FM 4450 - Approval Standard for Class 1 Insulated Steel Deck Roofs.
- C. Intertek Testing Services (Warnock Hersey Listed):
1. WH - Certification Listings.

- D. Underwriters Laboratories Inc.:
 - 1. UL - Fire Resistance Directory.
 - 2. UL 790 - Tests for Fire Resistance of Roof Covering Materials.

1.3 SYSTEM DESCRIPTION

- A. Elastomeric Sheet Membrane Conventional Roofing System: Mechanically fastened single-ply membrane roof system that includes a membrane comprised of a polyvinyl chloride polymer blend, reinforced with a high strength, weft-inserted polyester scrim; insulation; accessories; flashings; and trim. Membrane shall contain a combination of UV stabilizers, UV absorbents, plasticizers, heat stabilizers, flame retardant, lubricants and biocides, and shall exhibit the minimum physical properties specified herein.
- B. Roof system shall be warranted by manufacturer as an entire roof system.

1.4 DESIGN REQUIREMENTS

- A. Low Slope Membrane Roof Edge Securement: Conform to SPRI ES-1 for wind speeds determined from applicable code.

1.5 PERFORMANCE REQUIREMENTS

- A. Uplift Resistance: UL 1897; 60 psf uplift pressure resistance.

1.6 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures: Submittal procedures.
- B. Submit written confirmation from membrane Manufacturer that installer is an approved applicator.
- C. Manufacturer's pre-approval of project conditions: Submit written documentation demonstrating manufacturer's pre-approval of project conditions including any recommendations or revisions required particular to project conditions.
- D. Product Data: Provide characteristics on membrane materials, pre-manufactured wall flashings, pre-manufactured pipe flashings, pre-fabricated flashing/counter flashings, breathable two-way vents, pre-fabricated edge trim (fascia and fascia extenders), insulation, fasteners, and all other pre-fabricated roofing accessories being installed.
- E. Pullout Tests: Submit pullout test results and engineering report from membrane Manufacturer with shop drawings showing locations each test was taken. Engineering report shall include Manufacturer's basis for selection of anchorage, frequency and seaming patterns.
- F. Shop Drawings: Indicate layout for membrane, joint or termination detail conditions, and conditions of interface with other materials.
- G. Samples: Submit color samples of roof edge trim (fascia and fascia extenders), and metal flashing/counter flashing for selection, and sample of membrane.

1.7 SUBMITTALS AT CLOSEOUT

- A. Section 01 40 00 – Manufacturer’s Field Services and Section 01 70 00 – Execution and Contract Closeout: Manufacturer’s examination of installation.
- B. Manufacturers Field Inspection: Upon completion of the installation, an inspection shall be made by the manufacturer’s Quality Assurance Specialist to ascertain that the installation has been completed in accordance with the manufacturer’s instructions and recommendations. Any work not approved by the manufacturer’s Quality Assurance Specialist shall be corrected to the satisfaction of the manufacturer at no additional cost to the Owner.
- C. Manufacturer’s Field Reports: Submit Manufacturer’s Field Report. Indicate procedures followed and any corrective work required for manufacturer’s acceptance of installation.

1.8 QUALITY ASSURANCE

- A. Prior to submission of Bids, Contractor shall submit all forms and other required data to manufacturer for pre-approval. Contractor shall advise Architect in writing of any recommendations made or revisions required by membrane manufacturer to particular project conditions, and shall include any such recommendations or revisions in the Bid.
- B. Perform Work in accordance with manufacturer’s most recently published instructions, and any pre-approval recommendations or revisions.
- C. Manufacturer’s quality assurance specialist shall inspect roofing system for compliance with manufacturer’s specifications.
- D. All materials used in the installation of the roofing system shall be products of the system manufacturer, or accepted products as defined and described in the manufacturer’s specifications. Other materials shall be accepted by the system manufacturer in writing prior to being installed in the system.
- E. Contractor Qualifications:
 - 1. The Contractor shall employ and use qualified workmen who are thoroughly trained and experienced in the techniques required to properly install the components necessary to provide a complete and warrantable roof assembly.
 - 2. Contractor shall employ and provide an experienced, qualified, thoroughly trained project superintendent having experience installing the components of the specified roof system.

1.9 REGULATORY REQUIREMENTS

- A. Building Code: Michigan Rehabilitation Code for Existing Buildings and Michigan Building Code 2012 by reference.
- B. UL 790: Class B (minimum) Fire Hazard Classification.

1.10 DELIVERY, STORAGE, AND HANDLING

- A. Section 01 60 00 - Product Requirements: Requirements for transporting, handling, storing, and protecting products.

- B. Deliver products in manufacturer's original containers, dry, undamaged, with seals and labels intact.
- C. Store products in weather protected environment, clear of ground and moisture. Protect foam insulation from direct sunlight exposure.

1.11 ENVIRONMENTAL REQUIREMENTS

- A. Section 01 60 00 - Product Requirements: Environmental conditions affecting products on site.
- B. Do not remove existing roofing membrane when weather conditions threaten the integrity of the building contents or intended continued occupancy.
- C. Maintain continuous temporary protection prior to and during installation of new roofing system.
- D. Do not apply roofing membrane during inclement weather or when the ambient air temperature, surface temperature, relative humidity, or wind velocity is outside the range acceptable to the membrane Manufacturer.
- E. Do not apply roofing membrane to damp or frozen deck surface or when precipitation is expected or occurring.
- F. Do not expose materials vulnerable to water or sun damage in quantities greater than can be weatherproofed during same day.
- G. Protect all existing construction and new work. Prior to commencing work, protect existing construction in an approved manner to prevent damage resulting from installation, or from up-loading materials to the roof.
- H. Stage materials on the ground until ready for installation. Staging of bulk roofing materials on the roof will not be permitted. Load materials needed for installation as the work progress using fork truck or other ground mounted lifting device. Roof mounted hoists will not be permitted. Protect site surfaces from damage during loading operations.
- I. Contractor is responsible for repair/replacement of damage to Owner's property for failure to provide proper weather protection during reroofing work. Damage to property shall be repaired/replaced to Owner's satisfaction at Contractor's expense.

1.12 COORDINATION

- A. Section 01 30 00 - Administrative Requirements: Coordination and project conditions.
- B. Schedule removal of existing roofing to coincide with commencement of installation of new roofing.
- C. Remove only existing roofing materials that can be replaced with new materials as the weather will permit.

1.13 WARRANTY

- A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for warranties. Membrane manufacturer shall warrant the complete installation as a complete roof assembly, for a period of fifteen (15) years commencing on the date of acceptance of the installation by the manufacturer. The warranty shall be a no-dollar limit warranty providing repair and/or replacement of the roofing system at the then current material and labor prices throughout the life of the warranty period. The warranty shall contain no exclusions for ponded water, biological growth, incidental or consequential damages.
- B. Repairs to roof system shall be made within seventy-two (72) hours of notification to the contractor or manufacturer and to the satisfaction of the owner and manufacturer at no cost to the owner.
- C. Roof shall be warranted as a complete roofing system, edge to edge including all flashings, terminations and trims.

1.14 PRE-INSTALLATION INSPECTION

- A. Conduct pre-installation inspection under the provisions of Section 01 30 00.
- B. Contractors shall conduct an inspection of the job site roof conditions and confirm the required fastener type and length, moisture content of the existing roofing system, and note damaged area requiring repair prior to the installation of the proposed work. Repair of any core cuts made for the purposes of this verification shall be repaired by the prospective Contractor.
- C. Contractors shall conduct fastener pull out tests to verify the integrity of the deck and to establish fastening pattern limits in accordance with system manufacturer's specifications.
 - 1. Fastener pull-out tests shall be conducted on the roof deck with approved fasteners to verify the integrity of the deck and to establish fastening pattern limits which meet the requirements of manufacturer's specifications.
 - 2. Pull-out tests shall be taken on-site by the fastener manufacturer, the contractor, or a representative of the roof manufacturer. The sections where integrity is most in question shall be included in the locations for testing. Values shall be documented on the roof drawing locating the test pulls and pull-out test values. The number of pull tests shall be: perform a minimum of ten (10) pull tests for each 50,000 sq. ft. and five (5) additional pull tests for each additional 50,000 sq. ft. or portion thereof for each differing roof deck type on each project. Areas of low pull tests will require additional pull tests.

PART 2 PRODUCTS

2.1 SINGLE PLY ROOFING - MECHANICALLY ATTACHED

- A. Manufacturers:
1. Duro-Last Roofing, Inc.
 2. Substitutions: Not Permitted.

2.2 MEMBRANE AND ASSOCIATED PRODUCTS

- A. Membrane: Durolast Specially Formulated Roofing Membrane, white in color, 50 mil thickness.
- B. All membrane components, including pipe, curb, and corner flashings shall be furnished by the roof manufacturer, factory prefabricated from the same fabric reinforced material as the membrane.
- C. Drain Boots: Pre-fabricated of same material as roof membrane, sized to suit application and furnished by the roof Manufacturer. Drain boots shall be used in conjunction with composite drain rings and dome strainers for repair of damaged roof sumps.
- D. Composite Drain Rings: Fabricated of epoxy-fiberglass composite with tie string for insertion inside drain boots to provide positive seal between drain boot and drain pipe, and furnished by the roof manufacturer. Composite drain rings shall be used in conjunction with drain boots and dome strainers for repair of damaged roof sumps.
- E. Dome Strainer: Re-install existing or new as indicated on Drawings.
1. Dome Strainer: Rigid cast aluminum dome strainer with 18" skirt made of same material as roofing membrane, and furnished by the roof Manufacturer. Dome strainers shall be installed in conjunction with drain boots and composite drain rings for repair of damaged roof sumps.
- F. Fasteners: Provide Factory Mutual approved fasteners suitable for deck conditions furnished by the roof Manufacturer.
1. Provide HD Screws for all metal and/or wood deck applications.
- G. Distribution Plates: Provide Factory Mutual approved stress distribution plates suitable for substrate conditions, and furnished by the roof Manufacturer.
1. Provide 2 inch metal plate for use with auger fasteners.
- H. Two Piece Metal Fascia: Roof manufacturer's metal compression edge system fabricated of 0.040 Aluminum with Kynar 500 coating or mill finish; color/finish to match existing.
- I. Termination Sealant: Compatible with materials to which sealant is to be applied, conforming to Federal Specifications TT-S-00230C, Type II, Class A and ASTM C920-87, and as furnished by the roof manufacturer.
- J. Two-Way Air Vents: Provide roof Manufacturer's Two-Way Air Vents, color matching roof membrane, fabricated from rigid exterior vinyl with a skirt made of same material as roof membrane. Two-Way Air Vents shall be installed at a maximum density of one per each 1,000 sq. ft. of deck area or any fraction thereof.

2.3 INSULATION MATERIALS

- A. Insulation: ASTM C1289, Type II, Class I, faced rigid cellular polyisocyanurate roof insulation, both faces surfaced with integrally laminated heavy coated glass facers with the following characteristics:
 - 1. Compressive strength: 20 psi.
 - 2. Board size: 4 x 8 feet.
 - 3. Board Thickness: As indicated on drawings
 - 4. Board Edges: square.
 - 5. LTTR - Insulation R Value: 9.0 minimum.
- B. Separation Sheet: Provide roof Manufacturer's chemical resistant 3 mil minimum polyethylene sheet to separate recover membrane from existing non-compatible substrates in recover applications.

2.4 ACCESSORIES

- A. Temporary Protection: Provide sheet materials capable of preventing the passage of water to the interior of the building during construction.

PART 3 EXECUTION

3.1 PRECAUTIONS

- A. Do not tear-off any more roofing than can be covered with temporary protective covering until ready for re-roofing.
- B. In making field heat welds, make sure that all edges are clean and free of materials which could affect the performance of the weld.
- C. Do not expose membrane or other accessories to constant temperatures in excess of 100 degrees F.
- D. Protection of Roofing Surfaces: Storing, wheeling, or trucking directly on roof insulation or roofing surface will not be permitted. Provide temporary plywood walkways, runways and platforms as necessary to protect insulation and roofing from damage.

3.2 MATERIAL REMOVAL

- A. Remove roof system components to the extent described in the Plans.
- B. Where moisture is present in substrate scheduled to remain, notify Architect/Owner for confirmation of conditions and instructions prior to removal.

3.3 TEMPORARY PROTECTION

- A. Provide temporary protective sheeting over exposed deck and/or substrate surfaces.
- B. Turn sheeting up and over parapets and curbing. Retain sheeting in position with weights or temporary fasteners.

- C. Provide for surface drainage from protective sheeting to existing drainage facilities. Do not allow water to build-up or stand on protective sheeting.
- D. Do not permit traffic over unprotected or repaired deck surface except as required for installation of new roofing.
- E. Any repair and/or replacement of damage sustained to the facility or contents resulting from improper scheduling of the work, or improper temporary protection shall be Contractor's responsibility.

3.4 EXAMINATION

- A. Section 01 30 00 - Administrative Requirements: Coordination and project conditions.
- B. Verify surfaces and site conditions are ready to receive work.
- C. Verify deck is clean and smooth, free of depressions, waves, or projections, and suitable for installation of roof system.
- D. Verify deck surfaces are dry and free of snow or ice.
- E. Verify roof openings, curbs, pipes, sleeves, ducts, and vents through roof are solidly set.

3.5 PREPARATION

- A. Vacuum or sweep loose debris from surfaces of deck.

3.6 INSTALLATION

- A. Insulation (where required for replacement of saturated insulation):
 - 1. Roof Insulation shall be installed with approved fasteners and distribution plates placed according to roofing Manufacturer's specifications, UL, and FM requirements
 - 2. Lay boards in moderate contact without forcing. Cut insulation to fit neatly to perimeter blocking and penetrations through roof.
 - 3. In multi-layer installations, stagger joints in top and bottom layers.
 - 4. Apply no more insulation that can be covered with membrane in same day.
- B. Separation Sheet:
 - 1. Install separation sheet (where required to separate recover membrane from non-compatible substrate materials) in accordance with manufacturer's instructions. Separation sheet shall extend edge to edge and shall separate membrane from any non-compatible materials.
- C. Membrane Application:
 - 1. Install membrane in accordance with manufacturers printed installation instructions.
- D. Stacks: Install deck membrane around the base of the circular penetration and mechanically attached at the same fastening pattern as the deck membrane, maximum 18 inches on center, and no less than one fastener for each circular penetration. The minimum vertical height of a stack flashing is eight (8) inches. Extend existing stacks as required to obtain this minimum flashing height. Apply sealant to the top portion of the circular penetration where the prefabricated stack flashing will be attached. Fasten stack flashing using stainless steel

and clamp furnished by roofing Manufacturer. Trim away excess stack flashing above the clamp and seal with approved sealant. Heat weld skirt on prefabricated stack flashing to deck membrane. Where stacks exceed a constant temperature 120 degrees F, stack flashing shall be terminated to a metal collar sized 1 inch large that the stack radius providing a 1 inch air space between the stack and the stack collar. Provide a stainless steel canopy terminated to the stack above the stack collar.

- E. Custom Curbs: Install the deck membrane and mechanically attach around the perimeter of the rectangular penetration at the same fastening pattern as the deck membrane, maximum 18 inches on center, and no less than one fastener per side. The minimum vertical height of the curb flashing is eight (8) inches. Extend existing curbs as required to obtain this minimum flashing height. Heat weld the curb flashing to the deck membrane. Where the square or rectangular penetration has a removable top, remove the unit and and fold the curb flashing over the curb top, secure in place, and reinstall unit. Where the unit cannot be removed, terminate the curb flashing to the curb using a termination bar and sealant.
- F. Roof Drains: Install deck membrane around drain inlet and mechanically attach around perimeter of penetration at the same fastening pattern as the deck membrane, maximum 18 inches on center, and no less than one fastener per penetration. Apply sealant to the interior of the drain at location of composite drain rings and insert prefabricated drain boot. Install composite clamping rings inside drain boot 6 inches minimum from top of existing drain. Heat weld drain boot skirt to deck membrane. Install metal dome strainer with attachment tabs heat weld to drain boot.
- G. Two-Way Air Vents: Two-Way Air Vents shall be installed at a density of 1 per 1,000 sq. ft. of deck area of fraction thereof.
 - 1. For tear-off applications: Cut a 7 inch hole through deck membrane to allow for vent installation. Insert vent so that feet are below deck membrane and heat weld factory attached skirt to deck membrane.
 - 2. For recover applications: Cut a 7 inch hole through deck membrane to allow for vent installation. Cut a 3 - 4 inch hole through new insulation and existing membrane to expose existing insulation. Infill new insulation with cut plug adhered with sealant applied to bottom of plug. Insert vent so that feet are below deck membrane and heat weld factory attached skirt to deck membrane.
- H. Fascia and Trim
 - 1. Install fascia and trim components to seal membrane at roof perimeter in accordance with Manufacturer's instructions.
 - 2. Fasten fascia and trim to solid substrate as required for solid attachment under required wind uplift loads.
 - 3. Locate fasteners to be concealed by subsequent installation of roofing.
 - 4. Lap fascia at joints and seal water tight in accordance with manufacturer's instructions.

3.7 FIELD QUALITY CONTROL

- A. Section 01 40 00 - Quality Requirements and 01 70 00 - Execution and Closeout Requirements: Manufacturer's Field Inspection.
- B. Require site attendance of roofing manufacturer's representative as required by manufacturer during installation of the Work.

- C. Correct identified defects or irregularities.

3.8 CLEANING

- A. Section 01 70 00 - Execution and Closeout Requirements: Final cleaning.
- B. In areas where finished surfaces are soiled by Work of this section, consult manufacturer of surfaces for cleaning advice and conform to their documented instructions.
- C. Repair or replace defaced or disfigured finishes caused by Work of this section.

3.9 PROTECTION OF INSTALLED CONSTRUCTION

- A. Section 01 70 00 - Execution and Closeout Requirements: Protecting installed construction.
- B. Protect building surfaces against damage from roofing work.
- C. Where traffic must continue over finished roof membrane, protect surfaces.

END OF SECTION